

Buyer's Guide to Purchasing a home in Arizona

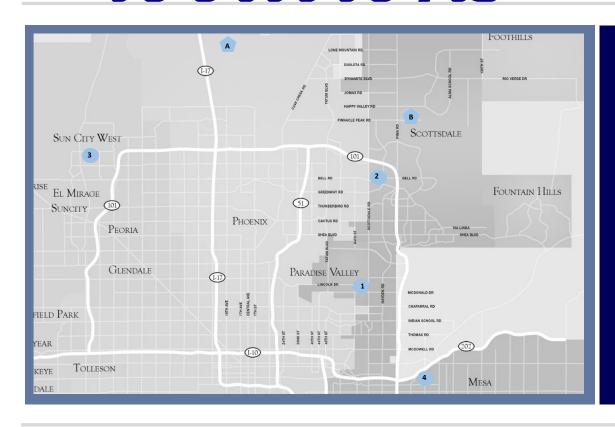
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our escrow office locations

GREYSTONE TITLE AGENCY



Corporate Office 6710 N Scottsdale Rd Suite 180 Scottsdale, AZ 85253 480-624-8600 Main

Spectrum Scottsdale Escrow Office

6710 N Scottsdale Rd Suite 180 Scottsdale, AZ 85253 480-624-4370 Phone 480-624-3336 E-Fax *Spanish-Speaking Location

- Perimeter Office 17207 N Perimeter Dr Suite 120 Scottsdale, AZ 85255
 - 480-624-4385 Phone 480-624-3497 E-Fax
- Peoria -West Valley 8715 W Union Hills Dr Suite 101 Peoria, AZ 85382 480-624-4376 Phone 480-624-4377 Phone 623-574-3905 E-Fax

- 4 Chandler—Southeast Valley 1035 W. Queen Creek Rd Suite 101 Chandler, AZ 85248 480-624-8610 Phone 480-624-3327 E-Fax *Spanish-Speaking Location
- 4 Corporate Counsel Mike Abel 1035 W. Queen Creek Rd Suite 101 Chandler, AZ 85248 480-624-4369 Phone

Satellite/TC Branches

- Sedona
 1370 W. State Route 89A
 Suite 9
 Sedona, AZ 85336
 928-282-5966 Phone
- Pinnacle Peak 8852 E Pinnacle Peak Rd Suite J-3 Scottsdale, AZ 85255 480-206-6650 Phone

At Greystone Title Agency

We Promise...



To achieve excellence in every transaction.

At Greystone Title Agency, we are committed to quick turn times on title commitments, pre-audits, and marketing requests. Our highly experienced staff is here to professionally service your Commercial, Construction, Purchase, and Refinance needs.

Locally owned and operated, we understand the changing needs of Arizona's real estate market and strive to earn you and your REALTOR®'s highest recommendations.

To build and maintain lasting relationships.

With seasoned title experts to service your needs, Greystone Title Agency has a strong presence in the Valley. Affiliated in the real estate, mortgage and insurance businesses, we have the stability and staying power to build relationships with our customers for years to come.

To offer services for all your real estate needs.

Greystone Title Agency specializes in title and escrow services, but offers much more. From builder services and property research, there are many ways we can expertly serve your real estate needs.

To have more convenient office locations across the Valley.

Locally owned and operated, Greystone Title Agency offers four offices across the Valley. To find the branch nearest you, see our office map on the opposite page or visit our Web site at www.grystn.com.

Glossary of terms

Amendment

A change: to alter, add to or correct-part of an agreement without changing the principle idea or essence.

Amortized Loan

A loan where the principal of the loan is paid down over the life of the loan according to an amortization schedule, typically through equal payments.

Appraisal

An estimated value of property resulting from analysis of facts about the property; an opinion of value.

Appreciation

An increase in the value of real estate.

Assignment

An assignment of the beneficial interest under the deed of trust from one beneficiary to another.

Assumption of Mortgage

The purchase of mortgaged property whereby the buyer accepts liability for the debt that continues to exist. The seller remains liable to the mortgage lender unless the lender agrees to release him.

Beneficiary

The lender on a deed of trust.

CC&R's

Covenants, Conditions and Restrictions. Limitations sometimes put on the use and enjoyment of real property, such as limiting the property to single family or to a one-story dwelling.

Closing

The final settlement of a real estate transaction between buyer and seller.

Cloud on Title

A deed (title to real property) that has been recorded but includes an unusual characteristic that would give a reasonable person pause before accepting title. Often, the presence of a cloud on title provides the grantee the option to back out of a contract.

Comparable Sales

A real estate appraisal term referring to properties with characteristics that are similar to a subject property whose value is being sought. Commonly called "comps" for shorthand.

Conventional Mortgage

A mortgage securing a loan made by investors without governmental underwriting (i.e. not FHA or VA insured.)

Conveyance

The transfer of a title of property from one person to another, or the granting of an encumbrance such as a mortgage or a lien.

Counter Offer

A rejection of an offer by a seller along with an agreement to sell the property to the potential buyer on terms differing from the original offer.

Deed

Written instrument, which when properly executed and delivered, conveys title to real property.

Deed of Trust

An instrument used in many states in place of a mortgage.

Deed Restrictions

Limitations placed on a deed that can restrict property usage.

Earnest Money

Down payment made by a purchaser as evidence of good faith.

Easement

A right, privilege or interest limited to a specific purpose that one party has in the land of another.

Equity

The interest or value which an owner has in real estate over and above the liens against the real property.

Eccuou

Deposit of instruments and funds with instructions to a neutral third party (Escrow Agent) to carry out the provisions of an agreement or contract.

FHA Loar

(Federal Housing Administration) A loan that has been insured by the Federal Government guaranteeing its payment in case of default by the owner.

Hazard Insurance

Real estate insurance protecting against fire, some natural causes, vandalism, etc., depending upon the policy. Buyer often adds liability insurance and extended coverage for personal property.

Homestead Exemption

A legal regime designed to protect the value of the homes of residents from property taxes, creditors and circumstances arising from the death of the homeowner spouse. In Arizona, a person age 18 or over, married or single, who resides in the state may hold as a homestead exempt from attachment, execution and forced sale, not exceeding \$150,000 in value, certain property.

Impound Account

A trust type of account established by the lender for the accumulation of borrower's funds to meet periodic payments of taxes, mortgage insurance premiums and/or future insurance policy premiums, required to protect their security.

Legal Description

A description of land recognized by law, based on gov't surveys, spelling out the exact boundaries of the entire piece of land. It should so thoroughly identify a parcel of land that it cannot be confused with any other.

Lien

A form of encumbrance that usually makes property security for the payment of a debt of discharge of an obligation (i.e., judgments, mortgages, etc.).

Mortgage

The pledging of a property to a lender as a security for a mortgage loan.

Mortgage Insurance

Insurance written by an independent mortgage insurance company protecting the mortgage lender against loss incurred by a mortgage default, thus enabling the lender to lend a higher percentage of the sales price.

PIT

A payment that combines Principle, Interest, Taxes and Insurance.

Power of Attorney

Authorization to act on someone else's behalf in a legal or business matter.

Purchase Agreement

Mortgage Insurance

Insurance written by an independent mortgage insurance company protecting the mortgage lender against loss incurred by a mortgage default, thus enabling the lender to lend a higher percentage of the sales price.

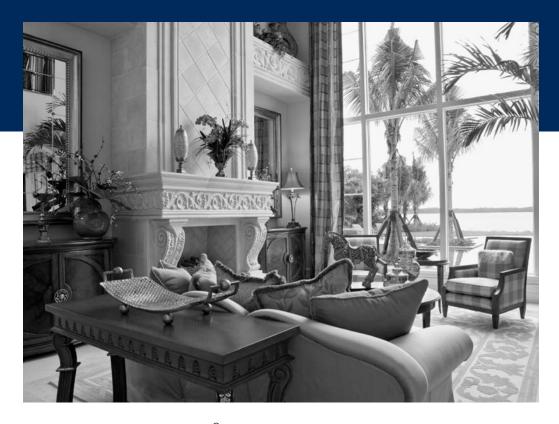
VA Loan

A loan guaranteed by the Veterans Administration.

Warranty Deed

A deed used to convey real property that contains warranties of title and quiet possession, and the grantor agrees to defend the premises against the lawful claims of third persons.

Steps to buying your new dream home



Select a REALTOR® ▶ Obtain Pre-Approval by Lender ▶ Begin Home Search with REALTOR ▶ Select a Home ▶ Complete Contract ▶ Complete the Loan process and Loan Status Report (LSR) ▶ Appraisal Ordered ▶ Negotiate Any Counter Offers ▶ Earnest Money Deposited ▶ Escrow Opens at Greystone Title Agency and Title Report Orders ▶ Home Inspection Ordered ▶ Closing Documents Compiled ▶ Loan Package Submitted to Underwriting > Documents Drawn by Lender ▶ Inspection Submitted to Escrow Officer ▶ Documents Signed at Greystone Title Agency ▶ Funding by Lender ▶ Final Closing Deposits Made > Documents Recorded and Escrow Closed ▶ Greystone Title Agency Disburses Funds ▶ Buyer Receives Keys from REALTOR®

Congratulations on the purchase of Your New Home

Selecting a realtor®

REALTORS®

A REALTOR® is defined as a service mark used for a licensed real estate agent affiliated with the National Association of REALTORS® as well as members of their state and local Boards of REALTORS®. A REALTOR® is a professional who abides by a strict code of ethics in rendering the highest level of real estate services to home buyers and sellers. Real estate agents are thoroughly educated in the principles, practices and legal aspects of real estate services and experienced in negotiating the purchase or sale of real estate, market research, ever changing legislation and the previewing of homes. Not every real estate agent is a REALTOR®.

Listing Agent

A homeowner hires a listing agent to sell their property and a legal relationship is formed. The listing agent is also responsible for putting the property into the Multiple Listing Service (MLS), a database of properties for sale by licensed REALTORS®.

Buyer's Agent

A homebuyer hires a buyer's agent to assist in the search and transaction of buying a new home. The agent's commission is paid in a fee agreed to by the seller.

How a REALTOR® is Compensated

After you your home has sold, your REALTOR® will get compensated for his/her services from the proceeds of the sale. Your REALTOR® should commit to the substantial time necessary for the sale of your home and his/her efforts should be of the highest quality and rendered with integrity.

What a REALTOR® Provides

A REALTOR® will represent you throughout the entire process of selling your home, from researching the market in order to properly price your home to negotiating on your behalf with qualified prospective buyers. You can expect your REALTOR® to assess your home's marketability, create demand by actively marketing your house and to protect your rights and money when dealing with the escrow and title companies.

Your Commitment to Your REALTOR®

Your REALTOR® will expect your loyalty and commitment to work exclusively with them in selling your home. The advantages of working with one agent include increased rapport, better communication and a more thorough understanding of your individual wants and needs.



advantages of using a

REALTOR®

Here are a few of the many benefits of using a professional REALTOR® to guide you through the home-buying process:

KNOWLEDGE

Not only is a real estate agent's market knowledge priceless, but they also have information on new home subdivisions, homes for sale by owner, builders and communities. If you are interested in a new home, be sure to take your REALTOR® on your first visit.

PROTECTION

As real estate transactions become more complicated, you can rest assured knowing a REALTOR® will help protect you from financial liability. These trained experts will negotiate and prepare the contract on your behalf.

SUCCESSFUL CLOSING

The likelihood of a transaction closing successfully increases dramatically when a REALTOR® is involved. They prevent "fall-outs" and other issues from arising.

CHOICES

A REALTOR® has privileges through the Multiple Listing Service that puts thousands of homes in front of you to choose from. This allows you to find your perfect home, and usually quicker!

IT'S FREE

The REALTOR® you select is traditionally paid by the seller.

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Our escrow process



What is an Escrow?

An escrow is created after you sign the contract to purchase your new home. It is a process wherein the buyer and the seller deposit funds and documents with an escrow agent who acts as a neutral third party. The escrow agent is a common depository. The buyer and seller can proceed simultaneously by depositing funds, deeds, inspection reports, insurance information and other required documents. Both parties give written instructions with requirements which must be met before the transaction is complete.



How is an Escrow opened?

Once the Seller has accepted your offer and a contract has been completed, your REALTOR® will open the escrow. At this time any earnest money and the contract are placed in escrow. Greystone Title Agency, as a neutral party, can only respond to written instructions mutually agreed on by both interested parties and cannot alter the contract or create instructions.

What happens during the Escrow process?

Greystone Title Agency will begin by researching records on the property. A commitment for title insurance is issued indicating clear title or the description of items that need to be cleared prior to closing. Your escrow officer will then follow the instructions on your contract to coordinate deadlines and gather necessary paperwork.

Closing the Escrow

Once all terms and conditions are met the escrow holder causes the necessary documents to be recorded and disburses funds according to the real estate purchase contract or instructions. Escrow fees are included in these costs and are based on the sale price of the property, the loan amount and services required.

Security

in the escrow process

The State of Arizona licenses and regulates all escrow companies. The stability, reliability and performance of your title and escrow company are vital to protect the interests of all parties involved in the transaction.

The authority given to an escrow agent is strictly limited by terms and conditions agreed to on the real estate purchase contract or instructions to allocate funds during the escrow period such as real estate commissions, title insurance, liens, recording fees and other closing costs. The real estate purchase contracts also specify the method of collecting funds, proration of insurance and taxes and time limitations on settling the transaction.

Confidentiality is another important aspect of escrow. The agent will discuss escrow matters only with the parties directly involved in the transaction, specifically the buyer, seller, lender and real estate agent. No one else has access to this information except through the proper legal procedures. The escrow officer retains impartiality and confidentiality concerning the real estate process.

The loan process

Prequalification's/Interview

The borrower meets with a lender who, though the course of the interview, gathers pertinent information and identifies any additional documentation that will be needed by the lender to obtain loan approval.

Verifications

The lender will mail out verification requests for documents required such as credit reports, appraisal on property, verifications of employment, mortgage or rent obligations, funds to close, landlord ratings and a preliminary title report.

Loan Submission

The loan package is assembled and submitted to the selected underwriter for approval.

Documentation

Supporting documentation is obtained as required. Lender follows up on any issues or problems that need resolution and requests any additional information or documentation required.

Loan Approval

Official notification of loan approval is made.

Documents are Drawn

Loan Documents are completed and sent to Greystone Title Agency. The borrowers come in for final signatures

Funding

Lender reviews the loan package for completeness and accuracy. Funds are then transferred

Recording of Documents

Greystone Title Agency records the Deed and Deed of Trust at the County Recorder's Office and the escrow process is officially closed.



Having the following items handy will expedite your application process

- •Driver's License or other valid ID
- Social Security Number
- •Addresses of residences for last two years
- •Names and addresses of employers for last two years
- •W2's for last years
- •Federal tax returns for last two years
- •Two current paycheck stubs
- Names, addresses, account numbers and balances on all checking and savings accounts
- Bank statements for last two months
- Names, addresses, account numbers, balances and monthly payments on all open loans
- •Names, addresses, account numbers, balances and monthly payments on all credit cards
- •Addresses and values of other real estate owned
- •Loan information on other real estate owned
- •Estimated value of personal property (autos, furniture, jewelry, electronics etc.)
- •Full divorce decree if applicable
- Certificate of Eligibility and DD214's (VA Loans Only)
- •Payment for credit report and appraisal

Loan Options

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Fixed Rate Loan

This is a standard loan with a constant interest rate throughout the term of the loan.

Adjustable Rate Loan (ARM)

Adjustable or variable rate mortgage are loans that have a fluctuating interest rate that is adjusted periodically to coincide with changes to the index that the rate is based on. The loan terms will specify the amounts that the rate can change as well as how often. Buyers who use this option may be able to qualify for a higher loan amount.

Balloon Payment Loan

A balloon payment loan is typically amortized over a long period of time but the balance is due much sooner. This type of loan can be extended or used when the buyer expects to refinance or sell the home before the balance is due.

No-Qualifying Loan

For those who can afford a 25-30 percent higher down payment, the lender may not need normal requirements such as proof of income since their risk is low.

LOAN FAQs

Q: Can I make a large purchase during the loan process?

A: Try to avoid withdrawing funds or increasing debt, which can impact your loan approval.

Q: What is Hazard (or Fire) Insurance?

A: The lender requires you to have Hazard Insurance, which covers your home, before they will release the loan funds to Greystone Title Agency. This coverage to protects their risk in your home.

Q: I am thinking of changing jobs. Will this affect my loan approval?

A: It is best to avoid job changes, especially when it involves a lower income or different field. The lender may call employers just prior to funding the loan to re-verify employment.

Q: Do experts recommend I pay off existing accounts in order to improve credit scores?

A: If needed, your Loan Officer will advise you as to which bills should be lowered based on qualifying for a particular loan. Otherwise, accounts should remain the same until the escrow closes.



Graduated Payments

This mortgage has lower payments in the beginning that increase to a predetermined amount during the loan, typically on an annual basis.

Conventional Loan

A conventional loan is one that is not obtained through a government-insured program; it can be any type (i.e. fixed, adjustable or balloon).

FHA Loan

Insured by the Federal Housing Administration under Housing and Urban Development (HUD), this loan is easier to qualify for with less cash up front. The condition of the property is strictly regulated and buyers will pay a larger portion of the closing costs. As of August 2008, the FHA is loaning higher amounts than before. Contact your REALTOR® for details.

Down Loan

This loan is used when you pay a portion of your interest upfront in order to reduce monthly payments.

VA Loan

A VA loan is for those that have served in the U.S. armed forces and covers up to 100 percent of the loan amount with little to no down payment necessary. Although the seller pays the bulk of the closing costs, those fees are added to the price of the home.

Assumable Loan

This loan allows the buyer to pay the seller for their equity in the home and assume, or take over, the payments without any predetermined requirements. Assumable loans require standard income, good credit and verified funds.

Mortgage Payment Guíde

The following is information to help you determine the price range of a home you can afford. It is only a guide and should not be used as actual lending figures. Contact your loan officer for personalized calculations.

Loan Amount	Interest Rate								
	5%	5.5%	6%	6.5%	7%	7.5%	8%	8.5%	9%
\$ 80,000	429	454	480	506	532	559	587	615	644
\$ 90,000	483	511	540	569	599	629	660	692	724
\$ 100,000	537	568	600	632	665	699	734	769	805
\$ 120,000	644	683	729	758	798	839	881	923	966
\$ 140,000	752	795	839	885	931	978	1027	1076	1126
\$ 160,000	859	908	959	1011	1064	1118	1174	1230	1287
\$ 180,000	966	1022	1078	1138	1198	1258	1321	1384	1448
\$ 200,000	1074	1136	1199	1264	1331	1398	1468	1538	1609
\$ 220,000	1181	1249	1319	1391	1464	1538	1614	1692	1770
\$ 240,000	1288	1363	1439	1517	1597	1678	1761	1845	1931
\$ 260,000	1396	1476	1559	1643	1730	1818	1908	1999	2092
\$ 280,000	1503	1590	1678	1770	1863	1958	2055	2153	2253
\$ 300,000	1610	1703	1977	1896	1996	2098	2201	2307	2414
\$ 400,000	2147	2271	2398	2528	2661	2797	2935	3076	3218
\$ 500,000	2684	2839	2998	3160	3327	3496	3669	3845	4023
\$ 600,000	3221	3407	3597	3792	3992	4195	4403	4613	4828
\$ 700,000	3758	3975	4197	4424	4657	4895	5136	5382	5632



How much can you qualify for?

Monthly Payments on Accounts, Auto	Loans, C	redit Cards & Other Loa	ns
+			
+			
+			
+			
+			
+			
+	Total Mo	onthly Debt (A)	
Gross Monthly Income Before Taxes ('B)		
,	_		 x .36
= Allowable Total Monthly Debt (C)	_		
	_		
Monthly Allowable Total Debt	(C)		
Minus Monthly Debt			
= Monthly Allowable Mortgage Payme			
Less 20% for Taxes & Insurance	() _		 x .80
= Allowable Principle/Interest Only	(E)		
,	(-) _		
Gross Monthly Income	(B)		
,	(/ _		 x .28
= Monthly Allowable Mortgage Payme	nt (F)		
Less 20% for Taxes & Insurance	(') _		
= Allowable Principle/Interest Only	(G) _		
Payment (Enter Lesser of (E) or (G)			
1 aymene (2meer 2000er er (2) er (3)	(' ') _		
Using the chart on page 10, find the cu	ırrent int	erest rate and the payme	nt that is
closest to your payment amount (H).		• •	
loan amount.		,	
Loan Amount		Loan Amount	
20% down/.80		10% down	
= Home Price		= Home Price	
. iome i nec		rionic rrice	

Zenders use certain ratios when calculating the loan amount you may qualify for. A commonly used ratio to determine your maximum mortgage payment is 28% of your gross monthly income and 36% of your total monthly debt. Use the following guide to determine an estimate of the maximum mortgage payment you could qualify for.



Selecting a home

During your home search, you will encounter many different homes, features and neighborhoods that you like/dislike. Use this guide to keep track of your ratings; it will make it easier to recall the property later. We wish you the best of luck on the journey to finding your dream home!

Information	Home #1	Home #2	Home #3	Home #4	Home #5
Address					
Asking Price					
Bedrooms					
Bathrooms					
Square Footage					
Appearance					
Curb Appeal					
Location					
Neighborhood					
Living Room					
Dining Room					

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110162	

Why pay rent when ...



- Buying builds equity in your home.
- Buying reduces the Federal and State income taxes you pay.
- Buying delivers a return on your investment.
- Buying can be affordable with low interest rates.

To determine your home-buying ability, call your real estate agent or lender.

Information	Home #1	Home #2	Home #3	Home #4	Home #5
Family Room					
Kitchen					
Master Bedroom					
Master Bath					
Additional Rooms					
Garage					
Floor Plan					
Patio Pool					
Lot/Landscaping					
Memorable Features					
Does Home Meet Needs?					

notes	
11000	

reference guide

YOUR ESCROW NUMBER	
YOUR NEW ADDRESS	
CITY-STATE-ZIP	

The following is a guide for important information during the escrow process. You can complete the following information as it becomes available. Be sure not to cancel your current home insurance or utilities prior to the close of escrow.

	Re	ealtor	E	scrow		
	COM ADD CITY PHOI CELL FAX_	STANTIPANYIPANY	ES:	CROW OFFICER CROW OFFICER EMAIL CROW ASSISTANT CROW ASSISTANT EMAIL DDRESS TY-STATE-ZIP IONE X		
insurance		AGENT	POLICY#	PHONE ()	STOP	START
insur		NEW AGENT	POLICY#	PHONE ()	_/_/_	_/_/_
	gas	UNISOURCE ENERGY SERVICES NEW GAS COMPANY	I-877-937-4968	*COCONINO COUNTY	_/_/_	_/_/_
cable		DIRECT TV NEW CABLE COMPANY	I-800-448-3136 / I-800-747-9294	*COCONINO COUNTY	_/_/_	_/_/_
	electric	SALT RIVER PROJECT 602 NEW ELECTRIC COMPANY	2-236-8888 ARIZONA PU	*COCONINO COUNTY	_/_/_	_/_/_
communications		NEW CABLE COMPANY		333 CENTURYLINK 1-800-244-1111 R FAX () RNET SERVICE	!!	_!_!_
	water	APACHE JUNCTION 480-982-2201 CHANDLER 480-782-2280 GILBERT 480-53-6800 MESA 480-644-2221 PHOENIX 602-262-6251 SUN CITIES 623-974-2521 NEW WATER COMPANY FOR INFORMATION ON A WATER PR	CHANDLER HEIGHTS 480-986 GLENDALE 623-930-3190 PARADISE VALLEY 480-948-54 QUEEN CREEK 480-987-3240 SUN LAKES 480-895-1366	SCOTTSDALE 480-312-2461 TEMPE 480-350-8361	!!	
other		NEWSPAPERS ARIZONA REPU OTHER	PEST CONTR		-	

Title Commitment



Explanation of the contents in the Title Commitment you receive from Greystone Title Agency

Schedule A

Your escrow officer submits this information to our Title Department. It contains information given to us by the buyer or the REALTOR® such as the legal description and sale price of the property, loan amount, lender and the name of the buyer and seller.

Schedule B

Schedule B contains "exceptions," which are items attached to the property such as Covenants, Conditions and Restrictions (CC&Rs), easements, homeowners association regulations, leases and other items on record that transfer with the home. The buyer will receive a clear title, but their rights will be subject to conditions in the listed "exceptions."

Requirements

In order to provide a clear title to the property, these items need to be deleted or recorded by Greystone Title Agency:

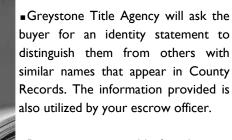
- Any lien(s) on the property
- Assessment(s) owed
- Current property tax status

An identity statement may clear up items that show up against a property when the transaction involves parties who have similar name(s).



buyers' duties

during escrow process



■Buyers are responsible for obtaining a home loan. Your REALTOR® may be able to guide you to a lender and assist in the process.

■Certain documents may require a response from the buyers such as in-

formation pertaining to the Homeowners Association, Flood Hazard Disclosure, independent inspections and the Seller's Property Disclosure Statement which lists any problems with the property that the seller is aware of.

■Greystone Title Agency will give a copy of the title commitment to the buyers, realtors, sellers, and lender for review. Questions should be directed to your escrow officer or REALTOR®.

Title insurance

What is title insurance?

Title insurance is issued to a buyer and/or a lender to guarantee "Free and Clear" title to the property being insured. It is designed to eliminate risk caused by defects in the title such as prior fraud or forgery that might go undetected until after closing and possibly jeopardize your ownership and investment. Title insurance protects the interest of the mortgage lender as well as the equity of the buyer for as long as they or their heirs own the property. Title companies post financial guarantees to ensure your home ownership.

Why you need title insurance?

There are many title issues that can arise to cause the loss of your property or your mort-gage investment. Title defects such as loans, liens, encumbrances, back taxes, easements or covenants, conditions or restrictions against the property, may not be discovered when you buy real estate, but may resurface months or years later. Without title insurance, your title could be useless but with proper insurance, your rights will be defended legally.

What are some possible title defects?

- Deeds by minors, foreign parties, defunct corporations, or persons of unsound mind
- Defective acknowledgements (notary)
- Discovery or will of apparent interstate
- Erroneous reports furnished by tax officials
- · Mistakes in recording legal documents
- · Surviving children omitted from will, or birth or adoption of children after the creation of a will
- Claims of creditors against property sold by heirs or devises
- Deed of community property recited to be separate property
- Deeds by persons supposedly single, but secretly married
- Deeds delivered after death of grantor/grantee, without consent of grantor
- False impersonation of the true owner
- Forged deeds, releases, etc.
- Deeds in lieu of foreclosure given under duress
- Marital rights of spouse purportedly, but not legally, divorced

When is the fee due?

The policy is issued for a one-time fee and will remain in effect as long as the buyer retains interest in the property. The fee is paid at the close of escrow. Customarily, the seller pays for the Owner's Policy and if there is a new loan, the buyer pays for the Lender's Policy.

 \mathcal{I} he purchase of a home is one of the most important investments you will ever make. You and your mortgage lender will want to make sure the property is indeed yours and that no one else has any lien, claim or encumbrance on your property.

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Ways to take title in Arizona

Community Property

Arizona is a community property State. There is a statutory presumption that all property acquired by husband and wife is community property, entitling each spouse to half-interest in the estate. Upon the death of one of the spouses, the deceased spouse's interest will pass by either a will or intestate succession.

Joint Tenants with Right of Survivorship

This is a method of co-ownership that gives title to the real property to the last survivor. Title to real property can be acquired by two or more individuals either married or unmarried. If a married couple acquires title as joint tenants with the right of survivorship, they must specifically accept the joint tenancy to avoid the presumption of community property.

Community Property with Right of Survivorship

A method of holding title between married persons that vests the title to real property in the surviving spouse when same is expressly declared in the deed. This vesting has some tax benefits along with probate avoidance features of "survivorship rights."

Tenants in Common

A method of co-ownership where parties do not have survivorship rights and each owns a specific undivided interest in the entire estate.

Sole and Separate

Real property owned by a spouse before marriage or any acquired after marriage by gift, descent or specific intent. If a married person acquires title as sole and separate property, his/her spouse must execute a Disclaimer Deed.



Corporation

Title may be taken in the name of a corporation provided the corporation is duly formed and in good standing in the State of its incorporation.

General Partnership

Title may be taken in the name of a general partnership duly formed under the laws of the State of the formation of the partnership. A partnership is defined as the voluntary association of two or more persons as co-owners in a business for profit.

Limited Partnership

A partnership formed by two or more persons under the laws of Arizona or another State and having one or more general partners and one or more limited partners. A certificate of limited partnership must be filed in the Office of the Secretary of State and a certified copy of which must be recorded with the County Recorder's

The above summarized

The above summarized as summarized information is being provided as information is being provided as information by Greystone Title

The Escrow Agent is not a courted a position to give legal advice.

Agency: The Escrow Agent would Agency: The Escrow Agent would a position to give legal advice.

If you have questions or way of in a position to position son which way of in a position of an Attorney or holding title would obtain the holding title would obtain the you, then you should obtain you, then you assistance of an Attorney other qualified person.



Preparing

for the closing appointment

Closing Funds

You will need to wire your closing costs in the amount indicated to you by your escrow officer to Greystone Title Agency to ensure an immediate close of escrow. Greystone Title Agency will provide wiring instructions. You may also obtain a cashier's or certified check made payable to Greystone Title Agency. However, a 24-hour hold may be placed on cashier's checks since Greystone Title Agency is required to have "good funds" (meaning the check has been deposited) before disbursing funds from escrow. Submitting a personal check will delay the closing. Similarly, an out-of-state check will cause a postponement in closing due to delays in clearing the check.

Lender Requirements

Make sure you are aware of your lender's requirements and that you have satisfied those requirements before you come to Greystone Title Agency to sign the closing documents. Your loan officer can assist you with these requirements.

Identification

You will need to bring a valid, government-issued form of photo identification such as your driver's license. This is necessary so that your identity can be verified by a notary public. It's a routine step but it's important for your protection.

Hazard/Fire Insurance

Be sure to order your hazard/fire insurance once your loan has been approved. Then call your escrow officer with the insurance agent's name and phone number so the escrow officer can make sure the policy complies with your lender's requirements. You must have your insurance in place before the lender will send funds to Greystone Title Agency.

The Next Steps

You will sign documents and have them notarized during your closing appointment at Greystone Title Agency. You will also review the settlement statement and give the escrow officer your closing funds. Once the signed loan documents are returned to the lender for review, Greystone Title Agency will ask the lender to fund the loan. If the loan documents are satisfactory, the lender will send the check directly to Greystone Title Agency, usually within 24 hours. We will then verify that all necessary funds have been received, record the deed at the County Recorder's Office, and disburse escrow funds to the seller and other appropriate parties. This signals that your escrow is closed.

The Escrow is Closed

Greystone Title Agency will notify your REALTOR® that your escrow is closed. Your REALTOR® will then arrange for you to receive the keys to your new home. Congratulations!

You will want to keep all of your house related records together.

This includes paperwork on insurance, maintenance, improvements and your purchase documents.

* * * *

Estimated cost sheet



		Cash	СТМ	FHA/	Conv.	Seller	Buyer
				VA			.,.
1	Down Payment	Х	Х	Х	Χ		\$
2	Escrow Fee (charge seller on VA)	Х	Х	Х	Х	\$ 1/2	\$ 1/2
3	Owners Title Policy	Х	Х	Х	Χ	\$	
4	ALTA Loan Policy (combo rate based on loan amount)			Х	Х		\$
4a	Standard Loan Policy		Χ				\$ 1/2
5	Recording/Affidavit Filing Fees	Χ	Χ	Χ	Χ	\$ 1/2	\$ 1/2
6	Home Protection Plan					\$ NEGOTIABLE	\$ NEGOTIABLE
7	Real Estate Commission	Х	Х	Х	Х	\$	
8	Termite Inspection	Х	Х	Х	Χ		\$
9	Home Owners Association Transfer Fees					\$ 1/2	\$ 1/2
10	Tax Pro-Rations	Х	Х	Х	Χ	\$ OR PRORATE	
11	Home Owner's Insurance (fire/flood)	Х	Х	Х	Χ		\$
12	Assessments - Sewer, etc. (payoff or pro-rate)					\$ OR PRORATE	
13	Discount Points - negotiable			Х	Χ	\$ NEGOTIABLE	\$ NEGOTIABLE
14	Origination Fee - negotiable			Х	Χ	\$ NEGOTIABLE	\$ NEGOTIABLE
15	Appraisal Fee	Х	Х			\$	\$
16	Lender's Document Preparation Fee			Х	Χ	\$ FHA/VA	\$ NEGOTIABLE
17	Credit Report Fee			Х	Χ		\$
18	Tax Service Contract			Х	Χ	\$ FHA/VA	\$ CONV
19	Bring down Endorsement/Underwriting					\$ FHA/VA	\$ CONV
20	VA Funding Fee			Х		\$	\$
21	FHA MIP or PMI Premium			Х	Χ		\$
22	Existing Loan Payoff (including unpaid interest)	Х	Х	Х	Х	\$	
23	Payoff Demand Fee	Х	Χ	Х	Χ	\$	
24	Reconveyance Fee	Х		Х	Χ	\$	
25	Impound/Reserve Account		Х				\$
26	Insurance Impound			Х	Χ		\$
27	Tax Impounds			Х	Χ		\$
28	MIP/PMI Impounds			Х	Χ		\$
29	Prepaid Interest			Х	Х		\$
30	Loan Transfer Fee		Х			\$ NEGOTIABLE	\$ NEGOTIABLE
31	Pre-Payment Penalty	Х		Х	Х	\$	
32	Pro-Rated Interest (existing loans)		Х			\$	
33	Account Servicing Set-Up Fee					\$ NEGOTIABLE	\$ NEGOTIABLE
34	Repairs					\$	
35	Home Inspection Fee						\$

Note: Other costs may be incurred

Yavapai County

For additional Information, visit: www.co.yavapai.az.us.gov

general directory

police & fire services

Yavapai County Sheriff	928-771-3260
Sedona Fire District	928-282-6800
Prescott Fire Department	928-777-1700

services & utilities

800-275-8777
928-204-1123
928-445-2000
928-556-1234
800-352-3010
928-729-5721
800-244-1111
800-560-8101



school districts

928-204-6800

Clarkdale-Jerome Elementary District	928-634-5035
Cottonwood-Oak Creek	928-634-2288
Elementary District	
Prescott Unified District	928-445-5400

Sedona-Oak Creek Jusd. #9

Coconino County

For additional Information, visit: www.co.yavapai.az.us.gov

police & fire services

Coconino County Sheriff 928-226-5012 Flagstaff Fire Department 928-779-7688

services & utilities

US Post Office	800-275-8777
Flagstaff Chamber of Commerce	928-774-4505
Flagstaff-Pulliam Airport	928-556-1234
APS (Electric)	800-253-9405
Navajo Tribal Utility Authority	928-729-5721
Citizens Arizona Gas	928-774-4591
Graves Propane Co.	928-526-3147
Southern Union Gas Co.	928-445-2210
City of Flagstaff Water	928-779-7637
Navajo Communication Co.	928-871-5581
CenturyLink	800-244-1111
Flagstaff Medical Center	928-779-3366

school districts

Chevelton Butte School District	928-535-4729
Flagstaff Unified District	928-527-6000
Fredonia-Moccasin Unified District	928-643-7333
Grand Canyon Unified District	928-638-2461
Maine Consolidated Unified District	928-635-2115
Page Unified District	928-608-4157
Tuba City Unified District	928-283-1001
Williams Unified District	928-635-4473
Coconino County Superintendent of Schools	928-774-5011/
	800-559-9289

Maricopa County

For additional Information, visit: www.maricpa.gov

general directory

school districts

Agua Fria Union District	623-932-7000
Alhambra Elementary District	602-336-2920
Avondale Elementary District	623-772-5000
Balsz Elementary District	602-629-6400
Buckeye Elementary District	623-386-4487
Buckeye Union District	623-386-9701
Cartwright Elementary District	623-691-4000
Cave Creek Unified District	480-575-2000
Chandler Unified District	480-812-7000
Creighton Elementary District	602-381-6000
DeerValley Unified District	623-445-5000
Dysart Unified District	623-876-7000
East Valley Institute of Technology	480-461-4101
Fountain Hills Unified District	480-664-5000
Fowler Elementary District	623-707-4500
Gilbert Unified District	480-497-3300
Glendale Elementary District	623-842-8100
Glendale Union District	623-435-6000
Higley Unified District	480-279-7000
Isaac Elementary District	602-455-6700
Kyrene Elementary District	480-783-4000
Laveen Elementary District	602-237-9100
Liberty Elementary District	623-474-6600
Litchfield Elementary District	623-535-6000
Littleton Elementary District	623-478-5600
Madison Elementary District	602-664-7900
Maricopa Regional	602-452-4700
Mesa Unified District	480-472-0000
Mobile Elementary District	520-568-2280
Murphy Elementary District	602-353-5000
Osborn Elementary District	602-707-2000
Paradise Valley Unified District	602-867-5100
Pendergast Elementary District	623-772-2200
Peoria Unified District	623-486-6000
Phoenix Elementary District	602-257-3755
Phoenix Union District	602-764-1100
Queen Creek Unified District	480-987-5935
Riverside Elementary District	602-477-8900
Roosevelt Elementary District	602-243-4800
Scottsdale Unified School District	480-484-6100
Tempe Elementary District	480-730-7100
Tempe Union District	480-839-0292
Tolleson Elementary District	623-936-9740
Tolleson Union District	623-478-4000
Union Elementary District	623-478-5005
Washington Elementary District	602-347-2802
West-MEC	623-873-1860
Wilson Elementary District	602-681-2200

services & utilities

Maricopa County General Information 602-506-3011 Maricopa County Library District 602-652-3000 602-257-1113 Housing Authority of Maricopa County Maricopa County Community Development 602-240-2210 Maricopa County Public Fiduciary 602-506-5801

Pinal County

For additional Information, visit: www.pinalcountyaz.gov

police & fire services

Pinal County Sheriff 480-987-3492 Rural Fire Department 480-945-6311

services & utilities

US Post Office 800-275-8777 Salt River Project 602-236-8888 City of Mesa Utilities 480-644-2221 480-491-6971 H2O INC. Cable America 602-463-1818 Johnson Utilities (water) 480-987-9870 Apache Junction (waste) 480-982-1961

public schools districts

Apache Junction Unified 480-982-1110 Casa Grande Elementary 520-836-2111 Casa Grande Union High School 520-836-8500 Coolidge Unified 520-723-2040 **Eloy Elementary** 520-466-2100 Florence Unified 520-866-3500 **IO Combs Elementary** 480-987-5300 Mammoth/San Manuel Unified 520-385-2337 Maricopa Unified 520-568-5100 520-723-9700 Mary C O'Brien Accommodation District

private schools

East Valley Community Christian 480-983-1724 520-836-7247 St Anthony of Padua Catholic School

charter schools

Academy of Excellence-Central AZ 520-723-4773 Apex Academy Middle School 480-288-0337 Apache Trail High School 480-288-0337 Akimel O'Otham Pee Posh Charter 520-215-5859 Casa Verde High School 520-316-3372 Coolidge High School Success Center 520-876-4462 **Excalibur Charter School** 480-373-9575 Avalon Academy for Performing Arts at San Marcos 480-671-4584 Morningstar Academy 480-671-5673 Pinnacle Education-Casa Grande 520-423-2380 PPEP TEC-Alice S Paul Learning Center 520-836-6549

Arízona relocation info

Driving in Arizona

Vehicle Registration

As soon as you move to Arizona, you will need to register your vehicle. You will need your out-of-state title, previous license plates, proof of a passed vehicle emissions test and verification of your vehicle identification number (VIN) through an inspection report.

Drivers License

To obtain an Arizona driver's license, you must bring your previous license and one other form of identification to the Motor Vehicle Division. A written test is not required but you will need to take a vision test and pay the fee.

Traffic Laws

Be sure to research Arizona's traffic laws as they may differ from other states. For example, Arizona has strict laws on drunk driving and also utilizes photo radar systems to catch speeders in certain cities. Also worth nothing, it is a law that passengers in the front seat must war their seat belt and children 5 or younger must be in a child-restraint seat in the back of the vehicle.

For vehicle registration or driver's license information, call 602-255-0072 or visit:

www.az.gov

for a link to the Motor Vehicle Division (MVD).

area codes

The Phoenix Metropolitan area is divided into large geographic areas by three area codes. The 602 code is generally associated with Phoenix, 480 represents the East Valley including most parts of Scottsdale and 623 applies to the West Valley.

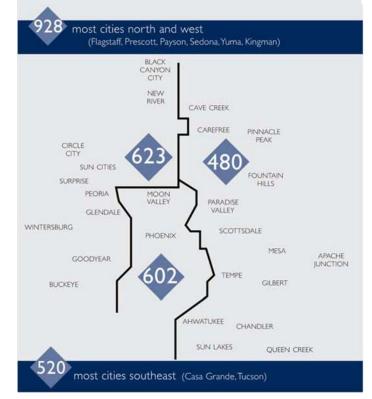
Tips

You do not need to dial "I" for any of these area codes because they are considered local calls, not long distance.

If you are within an area code, you do not need to dial it, only the 7-digit number. If you call outside of your area code, you will need to dial the entire 10digit number:

In general, cities North and West of the Phoenix Metropolitan area have the code 928.

Cities to the Southeast of the Valley are typically represented by the area code 520



Things to do in Arizona

GREYSTONE TITLE AGENCY

The State of Arizona is rich in culture and natural beauty. From some of the countries most fantastic golf courses to one of the seven natural wonders of the world, there is a little something for everyone in Arizona.

Natural Wonders

Canyon de Chelly National Monument	520-674-5500
Chiricahua National Monument	520-824-3560
Grand Canyon National Park	520-638-7888
Kartchner Caverns State Park	520-586-2283
Mogollon Rim Drive	520-474-7900
Monument Valley	435-727-3353
Organ Pipe Cactus National Monument	520-282-6907
Tonto Natural Bridge State Park	520-476-4202



Historic Sites

Arizona State Capitol Museum	602-542-4581
Casa Grande Ruins National Monument	520-723-3172
Cochise Stronghold	602-364-3468
Town of Florence	800-437-9433
Fort Apache	520-338-4625
Fort Huachuca Military Museum	520-533-5736
Fort Verde State Historic Park	520-567-3275
Heritage Square	602-262-5029
Jerome State Historic Park	520-634-5381
San Xavier Del Bac Mission	520-294-2624
Tombstone Courthouse Historic State Park	520-457-3311
Tombstone Epitaph	520-457-2211
Tombstone O.K. Corral	520-457-3456
Tubac Presidio State Historic Park	520-398-2252
Yuma Territorial Prison Historic State Park	520-783-4771



Wildlife Attractions

Bill Williams National Wildlife Refuge 520-667-4144 Out of Africa Wildlife Park 928-567-2840 602-273-1341 Phoenix Zoo Ramsey Canyon Preserve 520-378-2785 Reid Park Zoo 520-791-4022 Wildlife World Zoo 623-935-9453



A Resource for Real Estate Consumers

Provided by the Arizona Association of REALTORS® and the Arizona Department of Real Estate

A real estate agent is vital to the purchase of real property and can provide a variety of services in locating a property, negotiating the sale, and advising the buyer.

A real estate agent is generally not qualified to discover defects or evaluate the physical condition of property; however, a real estate agent can assist a buyer in finding qualified inspectors and provide the buyer with documents and other resources containing vital information about a prospective property.

This Advisory is designed to make the purchase of real property as smooth as possible. Some of the more common issues that a buyer may decide to investigate or verify concerning a property purchase are summarized in this Advisory. Included in this Advisory are:

- 1. Common documents a buyer should review;
- Physical conditions in the property the buyer should investigate; and
- 3. Conditions affecting the surrounding area that the buyer should investigate.

In addition, a buyer must communicate to the real estate agents in the transaction any special concerns the buyer may have about the property or surrounding area, whether or not those issues are addressed in this Advisory.

REMINDER:

This Advisory is supplemental to obtaining professional property inspections. Professional property inspections are absolutely essential: there is no practical substitute for a professional inspection as a measure to discover and investigate defects or shortcoming in a property.



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Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

The documents listed below may not be relevant in every transaction, nor is the list exhaustive. Unless otherwise stated, the real estate broker has not independently verified the information contained in these documents.

1 Purchase Contract

Buyers should protect themselves by taking the time to read the real estate purchase contract and understand their legal rights and obligations before they submit an offer to buy a property.

http://bit.ly/1n1Jm29 (AAR Sample Residential Resale Purchase Contract)

2 MLS Printout

A listing is a contractual agreement between the seller and the listing broker and may authorize the broker to submit information to the Multiple Listing Service (MLS). The MLS printout is similar to an advertisement. Neither the listing agreement nor the printout is a part of the purchase contract between the buyer and seller. The information in the MLS printout was probably secured from the seller, the builder, or a governmental agency, and could be inaccurate, incomplete or an approximation. Therefore, the buyer should verify any important information contained in the MLS.

3 The Subdivision Disclosure Report (Public Report)

A Subdivision Disclosure Report (Public Report) is intended to point out material information about a subdivision. Subdividers (any person who offers for sale or lease six or more lots in a subdivision or who causes land to be divided into a subdivision) are required to give buyers a Public Report. Read the Public Report before signing any contract to purchase property in a subdivision. Although some of the information may become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the Arizona Department of Real Estate (ADRE) website.

http://services.azre.gov/publicdatabase/SearchDevelopments.aspx (ADRE Search Developments)

http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE Property Buyer's Checklist)

ADRE does not verify the information in the Public Report. Therefore, the Report could be inaccurate so it should be verified by the buyer.

4 Seller's Property Disclosure Statement (SPDS)

Most sellers provide a SPDS. This document poses a variety of questions for the seller to answer about the property and its condition. The real estate broker is not responsible for verifying the accuracy of the items on the SPDS; therefore, a buyer should carefully review the SPDS and verify those statements of concern.

http://bit.ly/1MpBQJv (AAR Sample SPDS)

http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owners can enforce the contract. It is essential that the buyer review and agree to these restrictions prior to purchasing a property.

http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE Property Buyer's Checklist)

ADRE ADVISES:

"Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict."

Buyers should consult legal counsel if uncertain of the application of particular provisions in the CC&Rs.



Homeowners Association (HOA) Governing Documents

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees. Condominium and planned community HOAs are regulated by Arizona statutes. They are not under the jurisdiction of the Department of Real Estate.

http://bit.ly/1mSfOOn

(Chapter 16 and 18 of the Arizona Revised Statutes - Title 33)

http://bit.ly/1rCq9kd (ADRE HOA Information)

HOA Disclosures

If purchasing a resale home in a condominium or planned community, the seller (if fewer than 50 units in the community) or the HOA (if there are 50 or more units) must provide the buyer with a disclosure containing a variety of information.

http://www.azleg.state.az.us/ars/33/01260.htm http://www.azleg.state.az.us/ars/33/01806.htm (Arizona Revised Statutes)

Community Facilities District

The Arizona Community Facilities District Act allows for the formation of a community facilities district (CFD) by a municipality or county for the purpose of constructing or acquiring a public infrastructure. It is important when purchasing property to determine whether it falls within the boundaries of a CFD as this may result in an additional tax burden upon the owner. While the presence of a CFD may be noted on the Residential Seller's Property Disclosure Statement, prospective buyers can further investigate the issue by contacting the treasurer's office or assessor's office for the county in which the property is located.

Title Report or Title Commitment

The title report or commitment contains important information and is provided to the buyer by the title/escrow company or agent. This report or

commitment lists documents that are exceptions to the title insurance (Schedule B Exceptions). Schedule B Exceptions may include encumbrances, easements, and liens against the property, some of which may affect the use of the property, such as a future addition or swimming pool. Make sure you receive and review all of the listed documents. Questions about the title commitment and Schedule B documents may be answered by the title or escrow officer, legal counsel, or a surveyor.

www.alta.org/consumer/questions.cfm (American Land Title Association)

https://insurance.az.gov/consumers/help-hometitleflood-insurance (Arizona Department of Insurance)

10 Loan Information and Documents

Unless a buyer is paying cash, the buyer must qualify for a loan in order to complete the purchase. A buyer should complete a loan application with a lender before making an offer on a property if at all possible and, if not, immediately after making an offer. It will be the buyer's responsibility to deposit any down payment and ensure that the buyer's lender deposits the remainder of the purchase price into escrow prior to the close of escrow date. Therefore, make sure you get all requested documentation to your lender as soon as possible.

http://1.usa.gov/1Ewofgr (Your Home Loan Toolkit - Consumer Financial Protection Bureau)

http://1.usa.gov/1tfzFvP (Ginnie Mae Consumer Information)

http://1.usa.gov/1uNYamL (HUD)

http://www.homeloanlearningcenter.com/default.htm

(Mortgage Bankers Association)

http://www.namb.org/namb/Home Buyers Home.asp

(National Association of Mortgage Brokers)

11 Home Warranty Policy

A home warranty [policy] is a service contract that typically covers the repair and/or replacement costs of home appliances and major systems such as heating, cooling, plumbing, and possibly other components of a home that fail due to normal usage and age. Coverage varies depending on the policy. Be aware that pre-existing property conditions are generally not covered. A home warranty may be part of the sale of the home. If so, buyers should thoroughly read the home warranty contract to understand coverage, limitations, exclusions, and costs associated with the policy.

12 Affidavit of Disclosure

If the buyer is purchasing five or fewer parcels of land (whether improved or vacant), other than subdivided land, in an unincorporated area of a county, the seller must furnish the buyer with an Affidavit of Disclosure.

http://bit.ly/1p6CjDO

(AAR Sample Affidavit of Disclosure)

13 Lead-Based Paint Disclosure Form

If the home was built prior to 1978, the seller must provide the buyer with a lead-based paint disclosure form. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

http://www2.epa.gov/lead, http://1.usa.gov/1uO5wGS (EPA) http://bit.ly/1rCq9kd (ADRE Lead Based Paint Information)

14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is a visual physical examination, performed for a fee, designed to identify material defects in the property. The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

<u>www.btr.state.az.us</u> (BTR – Search for Certified Inspectors) <u>http://www.azashi.com/articles</u> (Additional Information)

15 County Assessors/Tax Records

The county assessor's records contain a variety of valuable information, including the assessed value of the property for tax purposes and some of the physical aspects of the property, such as the reported square footage. The date built information in the assessor's records can be either the actual or effective/weighted age if the residence has been remodeled. All information on the site should be verified for accuracy.

Apache: Cochise:

http://bit.ly/1FKUhk8 http://bit.ly/1oUS7ok

Coconino: G

http://1.usa.gov/1n2zoY0 http://bit.ly/Yq3bV9

Graham: Greenlee:

http://1.usa.gov/1oUTsLP http://bit.ly/1md668Y

La Paz: Maricopa:

http://bit.ly/1BuxdWY http://1.usa.gov/1pWx1tF

Mohave: Navajo:

http://bit.ly/Yq6nAj http://bit.ly/1pWxgVA

ima: Pina

http://1.usa.gov/1oUVefT http://1.usa.gov/1rOIQBr

Santa Cruz: Yavapai:

http://bit.ly/1yRYwXl http://bit.ly/1AsANj5

Yuma:

http://bit.ly/1FZ1uir

16 Termites and Other Wood Destroying Insects and Organisms

Termites are commonly found in some parts of Arizona. The Office of Pest Management (OPM) regulates pest inspectors and can provide the buyer with information regarding past termite treatments on a property.

http://opm.azda.gov (Office of Pest Management-General Information)
http://opm.azda.gov/ (Obtain a Termite History Report on a Property)
www.sb.state.az.us/TermiteInsp.php (What You Should Know
About Wood-Destroying Insect Inspection Reports)

 $\underline{www.sb.state.az.us/index.php} \ \ (\text{Additional Information on Pest Management})$

17 Foreign Investment in Real Property Tax Act (FIRPTA)

Foreign Investment in Real Property Tax Act (FIRPTA) may impact the purchase of property if the legal owner(s) of the property are foreign persons or non-resident aliens pursuant to FIRPTA. If so, consult a tax advisor as mandatory withholding may apply.

http://1.usa.gov/1ldMdnq (I.R.S. FIRPTA Definitions)

www.irs.gov/Individuals/International-Taxpayers/FIRPTA-Withholding (I.R.S. FIRPTA Information)

http://www.irsvideos.gov/Individual/education/FIRPTA (I.R.S. FIRPTA Video)

Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

Because every buyer and every property is different, the physical property conditions requiring investigation will vary.

1 Repairs, Remodeling and New Construction

The seller may have made repairs or added a room to the property. The buyer should feel comfortable that the work was properly done or have an expert evaluate the work. Request copies of permits, invoices or other documentation regarding the work performed.

http://www.azroc.gov/Acrobat/News/homeownersinfo.pdf (10 Tips for Hiring a Contractor)

www.greaterphoenixnari.org (National Association of Remodeling Industry – Phoenix Chapter)

http://www.nariofsouthernarizona.memberlodge.com/ (National Association of Remodeling Industry – Southern Arizona Chapter)

https://apps-secure.phoenix.gov/PDD/Search/Permits (City of Phoenix – Building Permit Records)

2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage in a property. An appraiser or architect can measure the property's size to verify the square footage. If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract in a new home transaction.

https://boa.az.gov/directories/appraiser (Arizona Board of Appraisals –List of Appraisers)

3 Roof

If the roof is 10 years old or older, a roof inspection by a licensed roofing contractor is highly recommended.

www.azroofing.org (Arizona Roofing Contractors Association)

www.azroc.gov/Acrobat/News/homeownersinfo.pdf (Hiring a Licensed Contractor)

4 Swimming Pools and Spas

If the property has a pool or a spa, the home inspector may exclude the pool or spa from the general inspection so an inspection by a pool or spa company may be necessary.

The Arizona REALTORS® Residential Purchase Contract provides guidance for the buyer to investigate all applicable state, county, and municipal Swimming Pool Barrier regulations and acknowledge receipt of the Arizona Department of Health Services approved private pool safety notice. The state requirements contained in the notice may be superseded by local swimming pool barrier ordinances that are equal to or more restrictive than the state requirements.

http://bit.ly/20ZG8tp (AAR)

http://www.azdhs.gov/phs/oeh/pool_rules.htm (Arizona Department of Health Services)

www.azleg.state.az.us/ars/36/01681.htm (Arizona Revised Statutes)

5 Septic and Other On-Site Wastewater Treatment Facilities

If the home is not connected to a public sewer, it is probably served by an on-site wastewater treatment facility (septic or alternative system). A qualified inspector must inspect any such facility within six months prior to transfer of ownership. For information on current inspection and transfer of ownership requirements, contact the specific county environmental/health agency where the property is located or the Arizona Department Environmental Quality (ADEQ).

http://bit.ly/1DnuAr7 (ADEQ)

http://az.gov/app/own/home.xhtml (File a Notice of Transfer Online)

6 Sewer

Even if the listing or SPDS indicates that the property is connected to the city sewer, a plumber, home inspector, or other professional should verify it. Some counties and cities can perform this test as well.

7 Water/Well Issues

You should investigate the availability and quality of the water to the property.

http://bit.ly/1rj4DFW or http://bit.ly/VAuDO8 (Wells & Assured/Adequate Water Information)

Adjudications: Arizona is undertaking several Stream Adjudications, which are court proceedings to determine the extent and priority of water rights in an entire river system.

For information regarding water uses and watersheds affected by these adjudications, and the forms upon sale of the property, visit the Department of Water Resources online.

http://bit.ly/1AsX14w

(Department of Water Resources - Adjudications)

Additionally, the Verde Valley Water Users assists members in matters pertaining to the Gila River System Adjudication.

www.verdevalleywaterusers.org (Verde Valley Water Users Association)

CAGRDs: The Central Arizona Groundwater Replenishment District (CAGRD) functions to replenish groundwater used by its members, individual subdivisions and service areas of member water providers. Homeowners in a CAGRD pay an annual assessment fee which is collected through the county property tax process based on the amount of groundwater served to member homes.

www.cagrd.com

(Central Arizona Ground Water Replenishment District)

8 Soil Problems

The soil in some areas of Arizona has "clay-like" tendencies, sometimes referred to as "expansive soil."

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such soils may experience significant movement causing a major problem.

If it has been disclosed that the property is subject to any such soil conditions or if the buyer has any concerns about the soil condition or observes evidence of cracking, the buyer should secure an independent assessment of the property and its structural integrity by a licensed, bonded, and insured professional engineer.

http://www.re.state.az.us/PublicInfo/Fissures.aspx

(ADRE - Overview of Arizona Soils)

http://data.azgs.az.gov/hazard-viewer/

(AZGS – Natural Hazards Viewer)

http://www.azgs.az.gov/hazards_problemsoils.shtml

(Arizona's Swelling & Shrinking Soils)

http://azgs.az.gov/efmaps.shtml (Area Maps)

http://bit.ly/XvZEEO (Information on Land

Subsidence & Earth Fissures)

www.btr.state.az.us (State Certified Engineers & Firms)

9 Previous Fire/Flood

If it is disclosed there has been a fire or flood on the property, a qualified inspector should be hired to advise you regarding any possible future problems as a result of the fire or flood damage and/or any subsequent repairs. For example, if the property was not properly cleaned after a flood, mold issues may result. Your insurance agent may be able to assist you in obtaining information regarding fire, flood, or other past damage to the property.

10 Pests

Cockroaches, rattlesnakes, black widow spiders, scorpions, termites and other pests are common in parts of Arizona. Fortunately, most pests can be controlled with pesticides.

Scorpions: Scorpions, on the other hand, may be difficult to eliminate. If the buyer has any concerns or if the SPDS indicates the seller has seen scorpions or other pests on the property, seek the advice of a pest control company.

Bed bugs: Infestations are on the rise in Arizona and nationally.

Roof Rats: Roof Rats have been reported in some areas by Maricopa County Environmental Services.

Termites: Consumer Information is available from the Office of Pest Management (OPM).

Bark Beetles: OPM reports bark beetles have been Reported in some forested areas.

http://bit.ly/1HLlWs5

(Information on Scorpions)

http://bit.ly/1PFP9Y2

(Information on Bed Bugs)

http://www.cdc.gov/parasites/bedbugs/ (FAQ's)

http://www2.epa.gov/bedbugs

(Bed Bugs: Get Them Out and Keep Them Out)

http://1.usa.gov/1ldZKLP (Maricopa County Roof Rats)

http://www.sb.state.az.us/ReTermites.php (Termite Information)

http://www.sb.state.az.us/BarkBeetles.php

(Bark Beetle Information)

11 Endangered & Threatened Species

Certain areas in the state may have issues related to federally listed endangered or threatened species that may affect land uses. Further information may be obtained on the U.S. Fish and Wildlife website or by contacting the appropriate planning/development service department.

http://www.fws.gov/southwest/es/arizona/ (Arizona Ecological Services)

http://www.fws.gov/endangered/map/state/AZ.html

(Arizona Endangered Species)

12 Deaths and Felonies on the Properties

Arizona law states that sellers and real estate licensees have no liability for failure to disclose to a buyer that the property was ever the site of a natural death, suicide, murder or felony.

This information is often difficult to uncover; however, the local law enforcement agency may be able to identify incidents related to a property address.

www.azleg.state.az.us/ars/32/02156.htm (Arizona Revised Statutes)

13 Indoor Environmental Concerns

Mold: Mold has always been with us, and it is a rare property that does not have some mold. However, over the past few years a certain kind of mold has been identified as a possible contributor to illnesses. Allergic individuals may experience symptoms related to mold.

The Arizona Department of Health Services, Office of Environmental Health, states:

"If you can see mold, or if there is an earthy or musty odor, you can assume you have a mold problem."

Chinese Drywall: There have been a few reports of Chinese Drywall used in Arizona homes. Visit the Consumer Product Safety Commission website for more information.

Radon Gas and Carbon Monoxide: Radon gas and carbon monoxide poisoning are two of the more common and potentially serious indoor air quality (IAQ) concerns. Both of these concerns can be addressed by the home inspector, usually for an additional fee. For information on radon levels in the state, visit Arizona Radiation Regulatory Agency online.

Drug labs: Unremediated meth labs and other dangerous drug labs must be disclosed to buyers by Arizona law. A list of unremediated properties and a list of registered drug laboratory site remediation firms can be found online.

Other: For information on other indoor environmental concerns, the EPA has a host of resource materials and pamphlets online.

http://1.usa.gov/1it5voK (Indoor Air Quality)

www.epa.gov/mold (EPA)

http://www.epa.gov/iaq/pubs/index.html

(Publications & Resources)

www.cdc.gov/mold (Mold Information)

http://www.cpsc.gov/info/drywall/where.html

(Drywall Information Center)

www.azrra.gov/radon/index.html (About Radon)

http://www2.epa.gov/asbestos (Asbestos Information)

https://btr.az.gov/drug-lab-site-clean

(Unremediated - Search Public List and for Remediation Firms)

http://1.usa.gov/10C9Yji (Formaldehyde Information)

14 Property Boundaries

If the property boundaries are of concern, a survey may be warranted. For example, a survey may be advisable if there is an obvious use of property by others (i.e., a well-worn path across a property and/or parked cars on the property) or fences or structures of adjacent property owners that appear to be built on the property. For more information, visit the Arizona Professional Land Surveyors online. A search for surveyors may be found online at the Board of Technical Registration.

http://www.azpls.org/ (AZ Professional Land Surveyors) www.btr.state.az.us (AZ Land Surveyors)



15 Flood Insurance/Flood Plain Status

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of the property. The National Flood Insurance Program provides for the availability of flood insurance and established flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to the 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 the property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of the 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 purchase 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 the property.

www.floodsmart.gov (National Insurance Program)

https://msc.fema.gov/portal (Flood Map Service Center)

http://www.azgs.az.gov/hazards_floods.shtml (Flood & Debris

www.coconino.az.gov/index.aspx?nid=641 (Flood Advisory)

http://coconino.az.gov/index.aspx?NID=976 (Flood Preparedness)

http://www.fcd.maricopa.gov/ (Maricopa County)

http://www.fcd.maricopa.gov/flooding/floodplain.aspx (Floodplain Information - Maricopa County)

http://pdsd.tucsonaz.gov/pdsd/floodplain-information (Tucson Flood Information)

http://az-santacruzcounty.civicplus.com/238/Flood-Control (Santa Cruz County Flood Control Information)

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

Many factors affect the availability and cost of homeowner's insurance. Property owners may request a five year claims history from their insurance company, an insurance support organization or consumer reporting agency.

http://www.azinsurance.gov/consumerautohome.html (AZ Department of Insurance)

http://bit.ly/VDp15E (Home Seller's Disclosure Report)

17 Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate.

www.acca-az.org

(Air Conditioning Contractors of America – AZ State Chapter)

Electrical systems: Check for function and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

It is often very difficult to identify environmental hazards. The Arizona Department of Environmental Quality (ADEQ) website contains environmental information regarding the locations of open and closed landfills (Solid Waste Facilities), wildfire

information, as well as air and water quality information (and more).

www.adeq.state.az.us (ADEQ)

http://www.azdeg.gov/environ/waste/solid/index.html

(ADEQ-Solid Waste Facilities)

www.azdeq.gov/function/programs/wildfire.html

(Wildfire Information)

1 Pests Environmentally Sensitive Land

Ordinance: Approximately two-thirds of the City of Scottsdale is affected by the Environmentally Sensitive Land Ordinance (ESLO), which requires some areas on private property be retained in their natural state and designated as National Area Open Space (NAOS).

http://www.scottsdaleaz.gov/codes/eslo (Environmentally Sensitive Land Ordinance)

http://www.scottsdaleaz.gov/codes/eslo/naos (Natural Area Open Space)

2 Electromagnetic Fields

For information on electromagnetic fields, and whether they pose a health risk to you or your family, visit the National Institute of Environmental Health Sciences website.

www.niehs.nih.gov/health/topics/agents/emf/
(National Institute of Environmental Health Sciences)

3 Superfund Sites

There are numerous sites in Arizona where the soil and groundwater have been contaminated by improper disposal of contaminants. Maps may be viewed on ADEQ's website to see if a property is in an area designated by the ADEQ as requiring cleanup.

www.epa.gov/superfund/ (EPA), http://espanol.epa.gov/ (Spanish) https://www.azdeq.gov/function/programs/gis.html (ADEQ)

4 Freeway Construction and Traffic Conditions

Although the existence of a freeway near the property may provide highly desirable access, sometimes it contributes to undesirable noise. To search for roadway construction and planning, visit the Arizona Department of Transportation (ADOT) website.

www.azdot.gov (ADOT)

www.azdot.gov/Highways (Statewide Projects)

www.az511.com (Traffic Conditions - Alerts)

5 Crime Statistics

Crime statistics, an imperfect measurement at best, provide some indication of the level of criminal activity in an area.

http://1.usa.gov/1kSEpHc (Phoenix Crime Statistics

http://www.tucsonaz.gov/police/statistics (Tucson Crime Stats) www.leagueaz.org/lgd (Crime Statistics All Arizona Cities)

6 Sex Offenders

Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. Prior to June 1996, registration was not required, and only the higher-risk sex offenders are on the website. The presence of a sex offender in the vicinity of the property is not a fact that the seller or real estate broker is required to disclose.

www.azdps.gov/Services/Sex Offender/ (Convicted Sex Offenders – Registry & Community Program Notification)

http://www.nsopw.gov/en (National Sex Offender Public Site)

7 Forested Areas

Life in a forested area has unique benefits and concerns. Contact county/city fire authority for more information on issues particular to a community.

http://azsf.az.gov/ or www.firewise.org (Protecting Your Property from Wildfire)

http://cals.arizona.edu/firewise (Arizona Fire Wise Communities)

8 Military and Public Airports

The legislature has mandated the identification of areas in the immediate vicinity of military and public airports that are susceptible to a certain level of noise from aircraft. The boundaries of these areas have been plotted on maps that are useful in determining if a property falls within one of these areas. The maps for military and public airports may be accessed on the Arizona Department of Real Estate (ADRE) website. Additionally, the boundaries of military and public airports in Maricopa County may be viewed on the county website. These maps are intended to show the area subject to a preponderance of airport-related noise from a given airport. Periodic over-flights that may contribute to noise cannot usually be determined from these maps.

Vacant land or lots may be for sale within areas of high noise or accident potential zones. Because the zoning of these lots may conflict with the buyer's ability to develop the property, the buyer should verify whether development is prohibited.



Zoning regulations for these areas, may be found at A.R.S.§28-8481.

http://www.re.state.az.us/AirportMaps/MilitaryAirports.aspx

(ADRE - Maps of Military Airports & Boundaries)

www.re.state.az.us/AirportMaps/PublicAirports.aspx (ADRE - Maps of Pubic Airports & Boundaries)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

http://phoenix.gov/business/zoning (Phoenix)

http://www.tucsonaz.gov/pdsd/planning-zoning (Tucson)

http://www.leagueaz.org/lgd/ (Other Cities and Towns)

10 Schools

Although there is no substitute for an on-site visit to the school to talk with principals and teachers, there is a significant amount of information about Arizona's schools on the Internet. Visit the Arizona Department of Education website for more information.

http://www.azed.gov/ (Arizona Department of Education)

ADRE ADVISES:

"Call the school district serving the subdivision to determine whether nearby schools are accepting new students. Some school districts, especially in the northwest part of the greater Phoenix area, have placed a cap on enrollment. You may find that your children cannot attend the school nearest you and may even be transported to another community."

www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE)

11 City Profile Report

Information on demographics, finances and other factors are drawn from an array of sources, such as U.S. Census Bureau, Bureau of Labor, Internal Revenue Service, Federal Bureau of Investigation, and the National Oceanic and Atmospheric Administration and may be viewed on Homefair's Website.

http://www.homefair.com/real-estate/city-profile/index.asp (City Profile Repo

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Talk to the Neighbors

Neighbors can provide a wealth of information. Buyers should always talk to the surrounding residents about the neighborhood and the history of the property the buyer is considering for purchase.

Drive around the Neighborhood

Buyers should always drive around the neighborhood, preferably on different days at several

different times of the day and evening, to investigate the surrounding area.

Investigate your Surroundings:

Google Earth is an additional method to investigate the surrounding area:

https://www.google.com/earth/

Section 5

RESOURCES

Market Conditions Advisory

The real estate market is cyclical and real estate values go up and down. The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a buyer is willing to pay and the price a seller is willing to accept for a specific property rests solely with the individual buyer or seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

http://bit.ly/1sSTprj (AAR - Sample Forms)

Fair Housing & Disability Laws

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with people securing custody of children under the age of 18), and handicap (disability).

http://1.usa.gov/1pbD5iW (US Government – HUD) http://www.ada.gov/pubs/ada.htm (Americans with Disabilities Act)

Additional Information

NATIONAL ASSOCIATION OF REALTORS® (NAR) www.realtor.org

NAR'S Ten Steps to Homeownership http://bit.ly/YweGug

Home Closing 101 www.homeclosing101.org

Information about Arizona Government, State Agencies, City & County Websites

Arizona Department of Real Estate Consumer Information

www.azre.gov/InfoFor/Consumers.aspx

Arizona Association of REALTORS® www.aaronline.com



BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all <u>13 pages</u> of this Advisory.

Buyer further acknowledges that there may be other disclosure issues of concern not listed in this Advisory. Buyer is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the purchase of any property.

The information in this 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 informational 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 lawyer or other professional representative.

^ BUYER SIGNATURE DATE

^ BUYER SIGNATURE DATE



Purchase contract



Purchase Contract and Addendum

The Purchase Contract and Addendum(s) is a lengthy but important contract. It is the legal written document that details the specific agreement by which this transaction will take place. It is the only written record of your agreement and will serve as the sole resource document for all parties involved. It is a crucial document, for which you should have an understanding.

Let your REALTOR® guide you through the Purchase Contract. Knowing the specifics of your situation, your REALTOR® can show your what portions of the contract will be of primary importance to you in achieving a successful transaction.

Disclosures and Contingencies

Disclosures: The Purchase Contract now requires you to complete a Seller's Property Disclosure Statement. This is a document that informs the Buyer of any significant facts about the condition of the property, based on your best knowledge.

Contingencies: There will be various contingency dates in your Purchase Contract. Be aware of these and make certain that actions required are performed within the time agreed. Stay closely in touch with your real estate agent regarding these important dates.



BUYER ATTACHMENT

Document updated: February 2017



This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



Buyer's Check List



ATTENTION BUYER!

You are entering into a legally binding agreement.

1.	Read the entire contract <i>before</i> you sign it.
	Review the Residential Seller's Property Disclosure Statement (See Section 4a). • This information comes directly from the Seller. • Investigate any blank spaces, unclear answers or any other information that is important to you. Review the Inspection Paragraph (see Section 6a).
	If important to you, hire a qualified: • General home inspector • Heating/cooling inspector • Mold inspector • Pest inspector • Pool inspector • Roof inspector Verify square footage (see Section 6b) Verify the property is on sewer or septic (see Section 6f)
	Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e). Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
	It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
6.	Read the title commitment within five (5) days of receipt (see Section 3c).
7.	Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
8.	Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.
Υοι	u can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.
of i	member, you are urged to consult with an attorney, inspectors, and experts of your choice in any area interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and ormation contained in a listing. Verify anything important to you.

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

<Initials

SELLER SELLER

Document updated: February 2017



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. PROPERTY				
1.	BUYER: BUYER'S NAME(S)				***************************************
2.	SELLER'S NAME(S)			or 🗌 as identified	d in section 9
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Page 1 of 10

initials>

BUYER BUYER

1g.	40. Seller agrees that a	Il existing: fixtures on the	oses of this Contract, fixtures of Premises, personal property of this sale. Including the follow	specified herein	perty attached/affixed , and means to oper	to the Premises ate fixtures and	3.
	42. • built-in appliand		• light fixtures	virig.	• storm windows an	d doors	
		remote controls	• mailbox		stoves: gas-log, per		na
	44. • central vacuum	, hose, and attachments	• media antennas/satellite di	ishes (affixed)	• timers (affixed)	mot, trood partit	9
	45. • draperies and o	ther window coverings	· outdoor fountains and light		• towel, curtain and	drapery rods	
	46. • fireplace equipr		• outdoor landscaping (i.e		• wall mounted TV b		dware
	47. • floor coverings	(affixèd)	trees and unpotted plants)		(excluding TVs)		
	48. • free-standing ra	nge/oven	 shutters and awnings 		· water-misting syst	∍ms	
		eners and remote	 speakers (flush-mounted) 		 window and door s 	creens, sun sha	ades
	50. controls		 storage sheds 				
	51. If owned by Seller,	the following items also a	re included in this sale:				
		power systems serving		tub equipment	 security and/or fire 	systems and/or	alarms
	53. the Premises (i.		and covers (including any r	mechanical or	 water purification s 	y s tems	
	54.	,	other cleaning systems)		 water softeners 		
	55 Additional evicting	n nersonal property incl	uded in this sale (if checked)	1.			
			uded in this sale (ii checked)				
					.A	- N	
			and the same of th				
		n):				***	
		pa/not tub including equip	ment, covers, and any mecha	nical or other ci	eaning systems (d es	cription):	
	60.					<u> </u>	1
	61 other personal p	roperty not otherwise add	ressed (description):		<u> </u>		(9)
	62. ☐ other personal p	roperty not otherwise add	ressed (description):			Æ	
	65. Leased items shall 66. acceptance, Buyer 67. the notice, whicheve 68. IF THIS IS AN ALL	shall provide notice of any er is later. CASH SALE: Section 2	iens or encumbrances. ale. Seller shall deliver notice of leased items disapproved with does not apply - go to Section	thin the Inspect			
2a.	2. FINANCI		on Form <i>is</i> attached hereto an	od incorporated	herein by reference		
				•	•		
2b.	71. Document ("PTD") 72. Update ("LSU") for 73. COE Date, Buyer 74. approval without	conditions no later than t n or the AAR Pre-Qualific shall either: (i) sign all I PTD conditions AND da	omplete this sale is continger hree (3) days prior to the COI cation Form, whichever is del oan documents; or (ii) delivate(s) of receipt of Closing E itain loan approval without	E Date for the livered later. No ver to Seller or Disclosure(s) f	oan described in the later than three (3 Escrow Company rom Lender; or (iii)	AAR Loan Stat days prior to notice of loan	us the
2c,	77. after diligent and go 78. to obtain loan appr 79. cure notice to Buye 80. pursuant to Section	ood faith effort, Buyer is u oval no later than three (3 r as required by Section 7b. If, prior to expiration	act shall be cancelled and Bu inable to obtain loan approva 3) days prior to the COE Date 7a and, in the event of Buyer of any Cure Period, Buyer do oney. Buyer acknowledges th	I without PTD of the state of t	conditions and delive to deliver such notice or shall be entitled to finability to obtain lo	rs notice of inable, Seller may issethe Earnest Mo an approval, Bu	oility sue a oney syer
2d.	84. rate and "points" by	separate written agreem	grees that (i) the inability to onent with the lender; or (ii) the approval without conditions	failure to have	the down payment	or other funds	erest
2e.	87. Loan Status Upda 88. of the Buyer's prop 89. Broker(s) and Selle	osed loan within ten (10)	Seller the LSU, with at a mir days after Contract acceptan	nimum lines 1-4 ice and instruct	0 completed, descri lender to provide ar	oing the current updated LSU t	status o

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2f.		
	91.	Loan Application: Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
2g.	94. 95.	Loan Processing During Escrow: Within ten (10) days after receipt of the Loan Estimate Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
2h.		Type of Financing: Conventional FHA VA USDA Assumption Seller Carryback (If financing is to be other than new financing, see attached addendum.)
2i.	99.	Loan Costs: All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
2j .	101.	Seller Concessions (if any): In addition to the other costs Seller has agreed to pay herein, Seller agrees to pay up to% of the Purchase Price OR up to \$ to be used only for Buyer's loan costs, impounds, Title/Escrow Company costs, recording fees, and, if applicable, VA loan costs not permitted to be paid by Buyer.
2k.	104. 105.	Changes: Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
21.	108. 109.	Appraisal Contingency: Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
2m.		Appraisal Cost(s): Initial appraisal fee shall be paid by Buyer Seller Other.
	113.	at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee \Box will \Box will not be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.
		3. TITLE AND ESCROW
За.		3. TITLE AND ESCROW Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
За.		Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
За.	116.117.	Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
За.	116.	Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
За.	116.117.	Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
	116.117.118.119.	Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be: ESCROW/TITLE COMPANY ADDRESS QITY STATE ZIP PHONE FAX
3b.	116. 117. 118. 119. 120. 121. 122.	Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be: ESCROW/TITLE COMPANY ADDRESS QITY STATE ZIP

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3d.	134. 135. 136. 137. 138. 139. 140.	Additional Instructions: (i) Escrow Company s Buyer to any homeowner's association(s) in whice but is not the title insurer issuing the title insurance closing protection letter from the title insurer index instructions by Escrow Company. (iii) All docume Buyer in the standard form used by Escrow Company consistent with this Contract. (iv) Escrow Compan Buyer. (v) Escrow Company shall send to all part and Broker(s). (vi) Escrow Company shall provide If an Affidavit of Disclosure is provided, Escrow Company	th the Premises are live policy, Escrow Commifying Buyer and Sonts necessary to close pany. Escrow Company fees, unless other ies and Broker(s) access to be proker(s) access to the proker(s) access	pocated. (ii) If Escrow Conpany shall deliver to be celler for any losses dute this transaction shall any shall modify such consess at the celler and control of all notices and control of all notices and control of a secrowed materials a	ompany is als Buyer and Sele to frauduler I be executed I bounnents to Illuste allocated Communication	o acting as the lier, upon depont acts or bread promptly by So the extent neod dequally betweens directed to \$	title agency sit of funds, a th of escrow eller and essary to be een Seller and Seller, Buyer
3e.	143.	Tax Prorations: Real property taxes payable by	y Seller shall be pror	ated to COE based up	on the latest t	ax information	available.
3f.	145. 146. 147.	Release of Earnest Money: In the event of a di Escrow Company, Buyer and Seller authorize Es of this Contract in its sole and absolute discretior any claim, action or lawsuit of any kind, and from relating in any way to the release of the Earnest	scrow Company to re n. Buyer and Seller a n any loss, judgment,	lease the Earnest Moi gree to hold harmless	ney pursuant and indemnif	to the terms ar y Escrow Com	nd conditions pany against
3g.	150.	Prorations of Assessments and Fees: All ass association fees, rents, irrigation fees, and, if ass	sumed, insurance pre				
	151.	and service contracts, shall be prorated as of CC	DE or 🗌 Other:			<u>}</u>	
3h.		Assessment Liens: The amount of any assess Community Facilities District, shall be prorated		cluding those charge	d by a specia	al taxing distric	t, such as a
		4. DISCLOSURE					
4a.	155.	Seller's Property Disclosure Statement ("SP within three (3) days after Contract acceptance. Period or five (5) days after receipt of the SPDS	Buyer shall provide	notice of any SPDS it			
4b.	158. 159. 160.	Insurance Claims History: Seller shall deliver to claims history for the length of time Seller has ow insurance support organization or consumer repo- after Contract acceptance. Buyer shall provide no receipt of the claims history, whichever is later.	ned the Premises if I orting agency, or if un	ess than five (5) years) available from these so) from Seller's ources, from S	insurance con Seller, within fiv	npany or an ve (5) days
4c.	163. 164. 165.	Foreign Sellers: The Foreign Investment in Reindividual, foreign corporation, foreign partnersh sign, and deliver to Escrow Company a certifica seller may have federal income taxes up to 15% for obtaining independent legal and tax advice.	nip, foreign trust, or f ite indicating whethe	oreign estate ("Foreig r Seller is a Foreign P	n Person"). S 'erson. FIRP1	eller agrees to ΓΑ requires tha	o complete, at a foreign
4d.	168. 169. 170. 171,	Lead-Based Paint Disclosure: If the Premises ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with the Disclosur report, records, pamphlets, and/or other material Home" (collectively "LBP Information"). Buyer shi Lead-Based Paint Hazards to Seller prior to COE	ide Buyer with any L e of Information on L s referenced therein all return a signed co	BP risk assessments of ead-Based Paint and including the pamphe	or inspections Lead-Based F et "Protect Yo	of the Premise Paint Hazards, ur Family from	es in Seller's and any Lead in Your
	173. 174.	LBP Information was provided prior to Contra assessments or inspections during Inspection Pe	ct acceptance and B eriod.	uyer acknowledges the	e opportunity	to conduct LBI	P risk
	175.	Seller shall provide LBP Information within five	· · ·	•	· ·		
	177.	or days after receipt of the LBP Inform- presence of LBP or LBP hazards ("Assessment I (5) days after expiration of the Assessment Period	Period"). Buyer may	within five (5) days afte			
		Buyer is further advised to use certified contractor residential properties built before 1978 and to follow					ased paint in
	181.	If Premises were constr	ucted prior to 1978,	BUYER'S INITIALS F	REQUIRED)	BUYER	BUYER
	182.	If Premises were construc	ted in 1978 or later,	BUYER'S INITIALS F	REQUIRED)	BUYER	BUYER
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- 4e. 183. Affidavit of Disclosure: If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
 - 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
 - 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
 - 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. Changes During Escrow: Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
 - 188. In the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
 - 189. Contract or any amendments hereto, to correct or repair the changed item disclosed. Buyer shall be allowed five (5) days after
 - 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL
 - 192. CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE. Seller makes no warranty to Buyer, either express or implied, as
 - 193. to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair the
 - 194. Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will be in
 - 195. substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and
 - 196. debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding the
 - 197. Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may, but are
 - 198. not obligated to, engage in negotiations for repairs/improvements to the Premises Any/all agreed upon repairs/improvements will be
 - 199. addressed pursuant to Section 6j.
- 5b. 200. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
 - 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
 - 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
 - 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
 - 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
 - 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
 - 206. Seller's knowledge.
- 5c. 207. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
 - 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
 - 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
 - 210. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:
 - 212.

6. DUE DILIGENCE

- 6a. 213. Inspection Period: Buyer's Inspection Period shall be ten (10) days or _ days after Contract acceptance. During the
 - 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
 - 215, and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies, 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and

 - 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
 - 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
 - 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
 - 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
 - 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
 - 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
 - 223, reports concerning the Premises obtained by Buyer, Buyer is advised to consult the Arizona Department of Real Estate Buyer
 - 224. Advisory to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE
 - 226. RÉAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL
 - 227. MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.
- 6c. 228. Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS
 - 229. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE
 - 230. INSPECTION PERIOD. Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
 - 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
 - 232, performed at Buyer's expense.

- 6d. 233. Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE
 - 234. DETERMINED BY BUYER DURING THE INSPECTION PERIOD. If the Premises are situated in an area identified as having
 - 235. any special flood hazards by any governmental entity, THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD
 - 236. INSURANCE. Special flood hazards may also affect the ability to encumber or improve the Premises.

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6e.	238. 239.	Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.
6f.		Sewer or On-site Wastewater Treatment System: The Premises are connected to a: sewer system conventional septic system alternative system
	244.	IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD. If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.
	246.	(BUYER'S INITIALS REQUIRED) BUYER BUYER
6g.	248. 249.	Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.
	251.	(BUYER'S INITIALS REQUIRED) BUYER BUYER
6h.	253. 254. 255. 256. 257.	BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.
	259.	(BUYER'S INITIALS REQUIRED) BUYER BUYER
6i.	261. 262.	Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be provided in a single notice.
6j.		Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a signed notice of the items disapproved and state in the notice that Buyer elects to either: (1) Immediately cancel this Contract, in which case:
	267.	(a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.
	268. 269. 270. 271. 272.	(b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money. OR
	274.	(2) Provide Seller an opportunity to correct the items disapproved, in which case:
	275. 276. 277.	(a) Seller shall respond in writing within five (5) days or days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.
	278. 279. 280.	(b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or days prior to the COE Date.
	281. 282. 283. 284.	(c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
		VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.
	287. 288.	BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

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6k.	291.	Home Warranty Plan: Buyer and Separties acknowledge that different homost plans exclude pre-existing cond	me warranty plans have differei	he various home warrant nt coverage options, excli	y plans available for p usions, limitations, ser	urchase. The vice fees and
	293.	☐ A Home Warranty Plan will be orde	ered by 🔲 Buyer or 🔲 Seller w	ith the following optional c	overage	
						_ at a cost
	295.	not to exceed \$, to be paid for by 🔲 Buyer	☐ Seller ☐ Split evenly	between Buyer and S	eller
	296.	Buyer declines the purchase of a H				
	297.		(I	BUYER'S INITIALS REQ	U(RED)	BUYER
61.	299. 300.	Walkthrough(s): Seller grants Buyer the purpose of satisfying Buyer that ar in substantially the same condition as releases Seller and Broker(s) from liab	and Buyer's inspector(s) reasor ny corrections or repairs agreed of the date of Contract acceptar	nable access to conduct w to by Seller have been co nce. If Buyer does not con-	alkthrough(s) of the Pr mpleted, and the Prem	remises for nises are
	303. 304.	Seller's Responsibility Regarding II and walkthrough(s) upon reasonable until COE to enable Buyer to conduct	notice by Buyer. Seller shall, at S these inspections and walkthrou	Seller's expense, have all ogh(s).	utilities on, including ar	ny propane,
6n.	306. 307. 308.	IRS and FIRPTA Reporting: The Fo Person, a buyer of residential real pro applies. If FIRPTA is applicable and B reasonable or necessary to comply wi legal and tax advice.	perty must withhold federal inco uyer fails to withhold, Buyer may	me taxes up to 15% of the / be held liable for the tax.	e purchase price, unles . Buyer agrees to perfo	s an exception orm any acts
		7. REMEDIES				
	311. 312. 313. 314. 315. 316.	Cure Period: A party shall have an oprovision of this Contract, the other panon-compliance is not cured within the breach of Contract. If Escrew Comparto cure a potential breach, COE shall Breach: In the event of a breach of Cobreaching party in any claim or remed Resolution obligations set forth herein	irty shall deliver a notice to the nee (3) days after delivery of such or recorder's office is closed of occur on the next day that both a contract, the non-breaching party by that the non-breaching party metals.	on-complying party specif n notice ("Cure Period"), the in the last day of the Cure are open for business. I may cancel this Contract hay have in law or equity,	ying the non-complian ne failure to comply sha Period, and GOE mus and/or proceed again subject to the Alternati	ce. If the all become a st occur st the ve Dispute
	318. 319. 320. 321. 322. 323.	Buyer's breach, the Earnest Money method the Earnest Money as Seller's sole rignotice required by Section 2b, or Buyer to Section 2l, Seller shall exercise this contingency is not a breach of Contraction of Section 1d to allow COE will constitute a material breach of this	ay be deemed a reasonable esting to damages; and in the event of sinability to obtain loan approximation and accept the Earnest Not. The parties expressly agree the occur on the COE Date, if no	imate of damages and Se of Buyer's breach arising val due to the waiver of the Money as Seller's sole right the failure of any party t cured after a cure notice	ller may, at Seller's op from Buyer's failure to e appraisal contingenc nt to damages. An unfu to comply with the ter	tion, accept deliver the y pursuant ulfilled ms and
7c.	326, 327, 328, 329, 330, 331, 332,	Alternative Dispute Resolution ("Al Contract in accordance with the REAL equally by the parties. In the event that be submitted for binding arbitration. In an arbitration hearing. If the parties are Association ("AAA") in accordance with final and nonappealable. Judgment or Notwithstanding the foregoing, either a mediation conference by notice to the	TORS Dispute Resolution Syst t mediation does not resolve all such event, the parties shall ago e unable to agree on an arbitrato the AAA Arbitration Rules for the the award rendered by the arbit party may opt out of binding arbit	tem, or as otherwise agreed disputes or claims, the unure upon an arbitrator and or, the dispute shall be subhe Real Estate Industry. The trator may be entered in a tration within thirty (30) da	ed. All mediation costs resolved disputes or classification of the sche committed to the Americal The decision of the arb any court of competent ays after the conclusion	shall be paid laims shall be duling of a Arbitration itrator shall be jurisdiction.
7d.	335. 336. 337. 338. 339.	Exclusions from ADR: The following Small Claims Division of an Arizona Jo the small claims division; (ii) judicial or agreement for sale; (iii) an unlawful er is within the jurisdiction of a probate or ("lis pendens"), or order of attachment obligation to submit the claim to ADR,	ustice Court (up to \$3,500) so long nonjudicial foreclosure or other itry or detainer action; (iv) the fill purt. Further, the filing of a judicily, receivership, injunction, or othe	ng as the matter is not the action or proceeding to en ng or enforcement of a me al action to enable the rec er provisional remedies sh	preafter transferred or r nforce a deed of trust, echanic's lien; or (v) ar cording of a notice of pe all not constitute a wai	removed from mortgage, or ny matter that ending action
7e.	342.	Attorney Fees and Costs: The prev Contract shall be awarded their reaso witness fees, fees paid to investigator	nable attorney fees and costs. C	m between Buyer and Sel osts shall include, without	ler arising out of or relation, attorney fee	ating to this es, expert
						>>

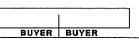
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SELLER SELLER

8. ADDITIONAL TERMS AND CONDITIONS 8a. 344. _ 345. ___ 349. _ 350. ... 351. _ 352. ... 353. -354. . 355. _ 357. _ 358. _ 359. _ 360. _ 361. 362. . 363. _ 364. _ 365. . 366. _ 367. _ 368. 369. 370. 371. 372 373. 374. 375. 376. . 377. . 378. . 379. _ 380. .. 381. _ 382. _ 383. .. 384. _ 385. 386. _ 387. ____ 388. _ 389. _ >>

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- 8b. 390. Risk of Loss: If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession,
 - 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided,
 - 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or
 - 393. Buyer may elect to cancel the Contract.
- 8c. 394. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by
 - 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid.
 - 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer
 - 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE
 - 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS, OR
 - 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. Copies and Counterparts: A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract.
 - 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any
 - 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information
 - 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to
 - 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. Days: All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410, end at 11:59 p.m.
- 8i. 411. Calculating Time Periods: In computing any time period prescribed or allowed by this Contract, the day of the act or event from
 - 412, which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the
 - 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that
 - 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. if the COE Date is Friday
 - 415. the act must be performed by 11/59 p.m. on Monday).
- 8j. 416. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and
 - 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed
 - 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until COE, Seller understands that
 - 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering
 - 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately
 - 428, upon delivery of the cancellation notice.
- 8m. 424. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing
 - 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email
 - 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section
 - 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this
 - 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines,
 - 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value
 - 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an
 - 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
 - 434. (SELLER'S INITIALS REQUIRED) _____ SELLER (BUYER'S INITIALS REQUIRED) ____ BUYER BUYER
- 80. 435. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered
 - 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q
 - 437. by ______ at _____ a.m./p.m., Mountain Standard Time.
 - 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
 - 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE
 - 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND
 - 442. ATTACHMENTS.

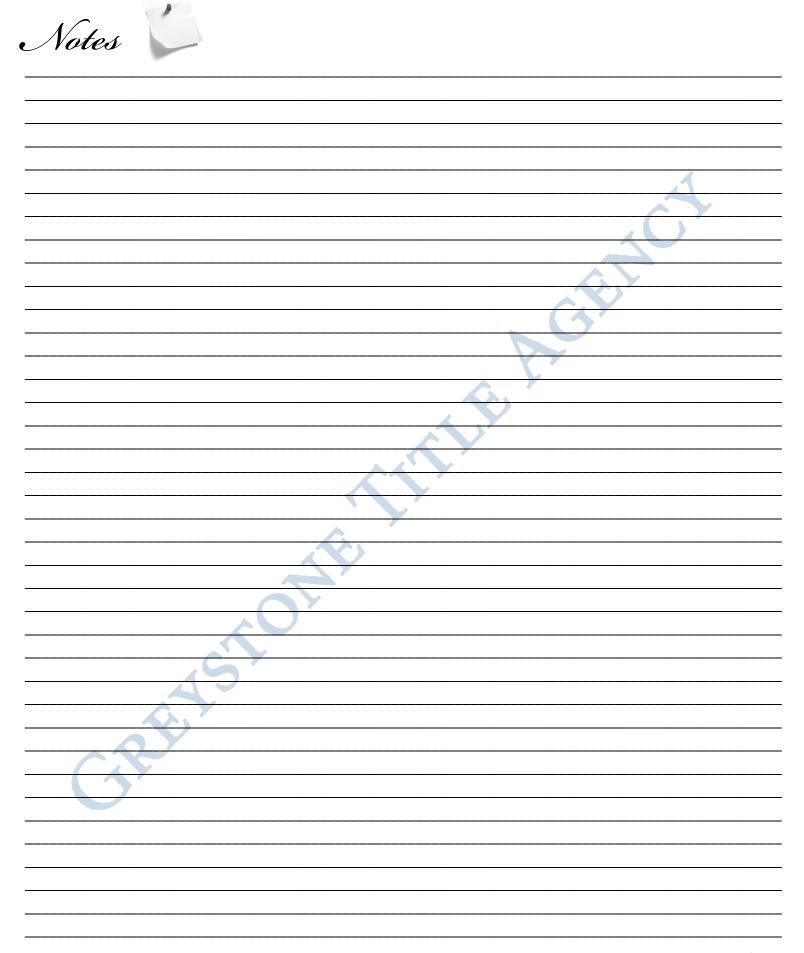
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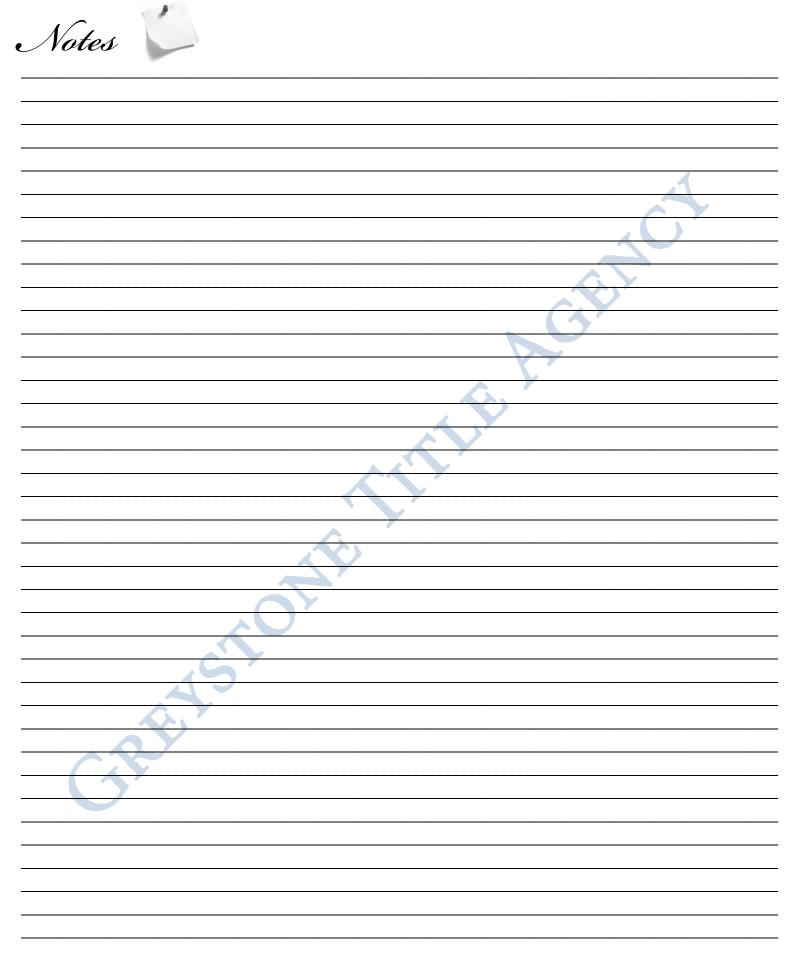
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BUYER BUYER

8q.	443.	Broker on behalf of Buyer:				
	444.	PRINT AGENT'S NAME	AGEN	IT MLS CODE	AGENT STATE LICENSE N	10.
	445.	PRINT AGENT'S NAME	AGEN	IT MLS CODE	AGENT STATE LICENSE N	10.
	446.	PRINT FIRM NAME			FIRM MLS CODE	
	447.	FIRM ADDRESS		STATE ZIP CODE	FIRM STATE LICENSE NO	
	448.	PREFERRED TELEPHONE FAX	***************************************	EMAIL	THE THE SHEET SHEE	
8r.		Agency Confirmation: Broker named in Se Buyer; ☐ Seller; or ☐ both Buyer and S	•	he agent of (check one):		
8s.	451. 452.	The undersigned agree to purchase the P a copy hereof including the Buyer Attach	remises on the ter ment.	ms and conditions herei	n stated and acknowledge rece	ipt of
	453 .	^ BUYER'S SIGNATURE	MO/DA/YR	^ BUYER'S SIGNATURE	. MO/DA	/VEI
	454.	^ BUYER'S NAME PRINTED	WOJDIV III			
		^ BUYER'S NAME PRINTED		BUYER'S NAME PRIN	TEB	
	455.	ADDRESS		ADDRESS		
	456.	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE		
		9. SELLER ACCEPTANCE				
9a.	457.	Broker on behalf of Seller:	4			
	458.	PRINT AGENT'S NAME	AGEN	T MLS CODE	AGENT STATE LICENSE N	10.
	459.	PRINT AGENT'S NAME		T MLS CODE	AGENT STATE LICENSE N	
	460.		AGEN	IT MES CODE	AGENT STATE LICENSE N	ю.
		PRINT FIRM NAME		FIRM MLS CO	DDE	
	461.	FIRM ADDRESS	STATE	ZIP CODE	FIRM STATE LICENSE	NO.
	462.	PREFERRED TELEPHONE FAX		EMAIL		
9b.		Agency Confirmation: Broker named in Se	ection 9a above is th	ne agent of (check one):		
9c.		The undersigned agree to sell the Premi- copy hereof and grant permission to Bro				а
	467. 468.	Counter Offer is attached, and is incorpor Offer. If there is a conflict between this of	rated herein by refer fer and the Counter	rence. Seller must sign and Offer, the provisions of the	d deliver both this offer and the Co Counter Offer shall be controllin	ounter g.
	469.	^ SELLER'S SIGNATURE	MO/DA/YR	^ SELLER'S SIGNATUR	E MO/DA	/YR
	470.	^ SELLER'S NAME PRINTED		^ SELLER'S NAME PRIN	ITED	
	471.	ADDRESS		ADDRESS		
	472.	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE		
	473.	OFFER REJECTED BY SELLER:		. 20		
		MONT	гн	DAY YEA	R (SELLER'S INITIALS)	
		For Broker Use Only: Brokerage File/Log No	Manager's Initia	als Broker's Init	tials Date	
		010103011091101			MO/DA/YR	





GREYSTONE TITLE AGENCY