

**REAL ESTATE AGENCY DISCLOSURE AND ELECTION**Document updated:  
November 2024

This document is not an employment agreement



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. Firm Name ("Broker") RE/MAX Territory
2. acting through Lynn Kramer LICENSÉE'S NAME LICENSÉE'S NAME
3. hereby makes the following disclosure.

**DISCLOSURE**

4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as "Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.
7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
8. these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation
9. for services rendered, either in full or in part, from the Seller or through the Seller's broker:
10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
11. with the Buyer.
12. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or
13. similar properties as Buyer is seeking.
14. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
15. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
16. with the Seller.
17. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is
18. selling.
19. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or
20. through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a
21. transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the
22. Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the
23. Buyer and the Seller:
24. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms
25. other than stated in the listing or that the Buyer will accept a price or terms other than offered.
26. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential
27. information may be made only with written authorization.
28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the
29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers,
31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having
33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
35. unless there is a confidentiality agreement between the parties.
36. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER**
37. **FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD**
38. **CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR**
39. **UNDERSTANDING OF THE TRANSACTION.**

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# MOBILE AND MANUFACTURED HOME LISTING CONTRACT EXCLUSIVE RIGHT TO SELL

## 1. PARTIES

OWNER/SELLER: Myles A Baumann & Linda M Baumann

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Listing Broker: REMAX TERRITORY

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Listing Agent name: Lynn Kramer

## 2. PROPERTY

Premises: Owner agrees to sell the property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").

DESCRIPTION OF MANUFACTURED HOME: 2001 CARG CAMEO M-35 TV

MANUFACTURER: YEAR: 2001

MAKE: CARG APPROXIMATE SIZE: 8x35

VIN NUMBER(S): 16F62E3R211002937

AZ CERTIFICATE OF TITLE NO(S):

LOCATION OF MANUFACTURED HOME: 7201 E 32

NAME OF MOBILE HOME PARK ("MHP"): Sun Vista RV Park

ADDRESS OF MHP: 7201 E 32 Lot 96

## 3. LISTING PRICE AND TERMS

**Agreement:** This mobile/manufactured home Listing Contract - Exclusive Right to Sell ("Agreement") is between Owner and Listing Broker. In consideration of Listing Broker's agreement to find a ready, willing, and able purchaser or tenant, Owner gives Listing Broker the exclusive and irrevocable right to: Sell the Premises described above.

Owner acknowledges that signing more than one Exclusive Right to Sell or other form of listing contract for the same Term could expose the Owner to liability for additional compensation.

**Price:** The listing price shall be: \$ 14,900

**Term:** This Agreement shall commence on 12/2/25 and shall expire at 11:59 p.m. Mountain Standard Time on 4/30/26 3/13/26 ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale. Capacity: Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.

Initials LS MB  
Owner

**Modification:** This Agreement may be modified only in writing signed by the Owner and Listing Broker.

**Equal Housing Opportunity:** Listing Broker and Owner shall comply with all federal, state, and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

**4. COMPENSATION**

**LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A BUYER BROKER OR TENANT BROKER, THE OFFERED AMOUNT IS ALSO FULLY NEGOTIABLE AND AGREED UPON AFTER DISCUSSION WITH THE LISTING BROKER.**

(Owner's Initial Required) MP IS

**All funds are to be in U.S. currency.**

Owner agrees to compensate Listing Broker and other broker, if any, as follows:

**Retainer:** Check if applicable

Owner agrees to pay Listing Broker a non-refundable retainer fee in the amount of within five (5) days or 10 days of execution of this Agreement, which is earned when paid, for initial consultation, research and other services. This fee  shall  shall not be credited against the Listing Broker compensation.

**Listing Broker Compensation:** If Listing Broker produces a ready, willing and able buyer or tenant in accordance with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees to pay Listing Broker compensation of:

**SALE:**  of the full purchase price OR \$3,000

Additional Listing Broker Compensation:

**Unrepresented Buyer:** Owner agrees to pay Listing Broker additional compensation  of the full purchase price OR \$  if the buyer of the Premises is not represented by a buyer broker.

**Buyer Broker:** Owner authorizes  Does Not Authorize  Listing Broker to communicate an offer of compensation to a prospective Buyer Broker

Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents the buyer of the Premises.

Owner acknowledges that buyer broker represents the interest of the buyer(s), and not the interest of Owner, in a transaction unless the agent(s) of Listing Broker represent both Owner and buyer under Limited Representation (Dual Agency). Owner also acknowledges that the buyer broker may credit part, or all, of their compensation to the buyer.

**Withdrawn/Canceled Listings:** The same amount of sale compensation shall be due and payable to Listing Broker if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

**Failure to Complete:** If completion of a sale is prevented by default of Owner, or with the consent of Owner, the entire sale compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the compensation.

### 5. FIXTURES AND PERSONAL PROPERTY

Fixtures shall mean all personal property attached/affixed to the Premises. Seller agrees that all existing Fixtures on the Premises, shall convey in this sale.

Additional Personal Property included in the sale (if checked):

Refrigerator

Washer

Dryer

Other (Describe type / Purpose) :  All items on premises with the exception of BBQ, Deck Box, Patio furniture

Personal Property is transferred with no monetary value, and free from all liens and encumbrances

Initials MB WS  
Owner

### 6. AGENCY

**Owner Representation:** Listing Broker shall represent Owner in any resulting transaction during the term of this Agreement. Unless otherwise agreed, Listing Broker acts as Owner's agent only and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

**Conduct of Brokers:** Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.

**Limited Representation:** A limited agency may occur when a Listing Broker procures a buyer(s) for the Premises. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party. Brokers can legally represent both parties with the knowledge and prior written consent of both parties.

**What Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

**Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that potential buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

### 7. BROKER AUTHORITY

**Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its management (except under separate contract), upkeep, or repair.

**Advertising:** Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Listing Broker.

**Signs:** Listing Broker IS allowed to place Listing Brokers' "For Sale" sign in conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign. (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one business day.

**Photos/Video:** Owner authorizes Listing Broker to place photos, video images/virtual tours of the Premises on the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.

Initials MD WS  
Owner

Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control over who can view such images and what use viewers may make of the images, or how long such images may remain available on the internet. Owner further assigns any rights in all images, if owned, to the Listing Broker and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for advertising, including post sale and for Listing Broker's business in the future.

**Lockbox/Key safe:** Listing Broker is authorized to install a lockbox/key safe. A lockbox/key safe is designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/key safe. If Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.

**Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

## 8. OWNER OBLIGATION

**Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing the Premises to prospective buyers and cooperating brokers. Security, Insurance, Showings, Audio and Video: Listing Broker(s) is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Listing Broker does not maintain insurance for the Owner's benefit.

**Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice. Disclosures: Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges that Arizona law

requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real estate agent.

**Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Listing Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation or fee to the Listing Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time prior to close of escrow.

Initials MB IS  
Owner

**Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards or Associations of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to Adverse Information or latent defects.

**9. REMEDIES**

**Alternative Dispute Resolution:** Owner and Listing Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and unappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

**Attorney Fees and Costs:** The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to investigators, and arbitration costs.

**10. ADDITIONAL TERMS AND CONDITIONS**

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**Assignment:** Neither Listing Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.

Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona

**Days:** All references to days shall be deemed to be calendar days unless otherwise provided.

**Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

**Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidation or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect the validity or terms of this Agreement.

**Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement

Initials MB LS  
Owner

**11. OWNER**

[Signature]  
Owner or Authorized Representative's Signature Mo/Da/Yr  
Myles E Baumann  
Owner or Authorized Representative's Printed Name

[Signature] 12/02/25  
Owner or Authorized Representative's Signature Mo/Da/Yr  
Linda M Baumann  
Owner or Authorized Representative's Printed Name

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code  
\_\_\_\_\_  
Telephone  
\_\_\_\_\_  
Email

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code  
\_\_\_\_\_  
Telephone  
\_\_\_\_\_  
Email

**12. LISTING BROKER**

Agent is a member of the Arizona Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics.

[Signature] 12/2/25  
Listing Agent's Signature Mo/Da/Yr  
Lynn Kramer  
Listing Agent's Printed Name  
Re/Max Territory  
Printed Firm Name  
928-248-2499  
Telephone  
lynnkramer123@gmail.com  
Email

\_\_\_\_\_  
Listing Agent's Signature Mo/Da/Yr  
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Listing Agent's Printed Name  
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Printed Firm Name  
\_\_\_\_\_  
Telephone  
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Email

# MARKET CONDITIONS ADVISORY

Document updated:  
February 2021



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## ***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 and 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.

**THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.**

 SIGNATURE	 MO/DAYR	 SIGNATURE	 MO/DAYR
<u>Myles A Baumann</u> NAME		<u>Linda M Baumann</u> NAME	





# Multiple Listing Service

The contents of this data form executed herewith are incorporated within the separate listing agreement.  
This property is offered without regard to race, color, religion, sex, handicap, familial status or national origin.  
**NOTE: Information on this form must be submitted to the MLS within 48 hours.**

(6) TYPE: (Check one only)  
 1-Single Family     2-Condo/Townhouse/Twin home     3-Mobile/Manuf/Modular     4-Homes w/acreage  
 5-M/H w/Acreage     6-New Construction     7-Model Home     8-Casita

(7) Area \_\_\_\_\_ (9) Address 7201 E 32 St # 96

(8) Asking Price \$ 14,900.00 (11) City Yuma (12) State AZ (13) Zip 85365

<b>(16) BEDROOM</b> <input type="checkbox"/> Studio <input checked="" type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four <input type="checkbox"/> Five+	<b>(17) FULL BATH</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four+	<b>(18) 1/2 BATH</b> <input type="checkbox"/> None <input checked="" type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four+	<b>(19) 1/2 BATH</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three+	<b>(20) POOL</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>(21) SANITARY SYSTEM</b> <input type="checkbox"/> None <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Septic <input type="checkbox"/> Private <input type="checkbox"/> Cesspool	<b>(22) GARAGE</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Garage 1 <input type="checkbox"/> Garage 2 <input type="checkbox"/> Garage 3 <input type="checkbox"/> Garage 4	<b>(23) CARPORT</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Carport 1 <input type="checkbox"/> Carport 2 <input type="checkbox"/> Carport 3 <input type="checkbox"/> Carport 4	<b>(24) ACREAGE</b> <input type="checkbox"/> Lot <input type="checkbox"/> 1/2 - 1/4 Acre <input type="checkbox"/> .76 - 2 Acres <input type="checkbox"/> 2.1 - 5 Acres <input type="checkbox"/> 5+ Acres
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(25) Listing Agent Lynn Kramer (27) Listing Agent 2 \_\_\_\_\_  
 (26) Listing Office RE/MAX Territory (28) Listing Office 2 \_\_\_\_\_

(36) Owner's Name Myles A and Linda M Baumann (39) Legal 16F62E3R211002937

(40) Fireplace  1  2  3  N (41) Den  Y  N (42) Assess. # \_\_\_\_\_ (43) Approx Sq Ft 318 (44) Yr Built 2001  
 Assn \$ \_\_\_\_\_ (46) Taxes \$ \_\_\_\_\_ (47) HPP  Yes  No (48) Lead Paint  Yes  No (49) Lot Size \_\_\_\_\_  
 (50) MH Yr 2001 (51) MH/Make CARG (52) Occ Name \_\_\_\_\_ (53) Occ Phone \_\_\_\_\_  
 (54) Zoning \_\_\_\_\_ (55) MH Size 8x35 (56) Flood Zone  Y  N (57) Internet  Y  N  
 (58) School Dist ~ Elem \_\_\_\_\_ Jr Hi \_\_\_\_\_ Hi \_\_\_\_\_  
 (59) Subdivision \_\_\_\_\_  
 (70) VOW Included  Y  N (71) VOW AVM  Y  N (72) VOW Address  Y  N (73) VOW Comment  Y  N (75) IDX  Y  N

**(74) Addendum:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**(79) Remarks:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Initials ML, LB

<b>A. LIVING ROOM</b> <input type="checkbox"/> 1. Fireplace <input type="checkbox"/> 2. Vaulted/Elevated Ceiling <input type="checkbox"/> 3. Wall to Wall Carpet <input type="checkbox"/> 4. Tile Flooring <input type="checkbox"/> 5. Wood Flooring <input type="checkbox"/> 6. Sliding Glass Door(s) <input type="checkbox"/> 7. French/Garden Door(s) <input type="checkbox"/> 8. Bay Window <input type="checkbox"/> 9. Ceiling Fan(s) <input checked="" type="checkbox"/> 10. Blinds <input checked="" type="checkbox"/> 11. Drapes <input type="checkbox"/> 12. Deco Window Treatments <b>B. DINING ROOM/AREA</b> <input type="checkbox"/> 1. Vaulted/Elevated Ceiling <input type="checkbox"/> 2. Tile Flooring <input type="checkbox"/> 3. Wood Flooring <input checked="" type="checkbox"/> 4. Other Flooring <input type="checkbox"/> 5. Sliding Glass Door(s) <input type="checkbox"/> 6. French/Garden Door(s) <input type="checkbox"/> 7. Bay Window <input type="checkbox"/> 8. Chandelier <input type="checkbox"/> 9. Ceiling Fan(s) <b>C. KITCHEN</b> <input type="checkbox"/> 1. Eat-In/Country <input type="checkbox"/> 2. Breakfast Bar <input type="checkbox"/> 3. Step Saver <input type="checkbox"/> 4. Nook <input type="checkbox"/> 5. Island <b>D. KITCHEN FEATURES</b> <input type="checkbox"/> 1. Garbage Disposal <input checked="" type="checkbox"/> 2. Refrigerator <input type="checkbox"/> 3. Gas Range/Oven <input type="checkbox"/> 4. Electric Range/Oven <input checked="" type="checkbox"/> 5. Microwave <input type="checkbox"/> 6. Dishwasher <input type="checkbox"/> 7. Built-In Cooktop <input type="checkbox"/> 8. Built-In Oven(s) <input type="checkbox"/> 9. Reverse Osmosis <input type="checkbox"/> 10. Trash Compactor <input type="checkbox"/> 11. Pantry <input type="checkbox"/> 12. Tile Countertops <input checked="" type="checkbox"/> 13. Solid-Surface Countertops <input type="checkbox"/> 14. Granite Countertops <input type="checkbox"/> 15. Tile Flooring <input type="checkbox"/> 16. Wood Flooring <input checked="" type="checkbox"/> 17. Other Flooring <input type="checkbox"/> 18. Vaulted/Elevated Ceiling	<b>E. FAMILY ROOM</b> <input type="checkbox"/> 1. Fireplace <input type="checkbox"/> 2. Vaulted/Elevated Ceiling <input type="checkbox"/> 3. Wall to Wall Carpet <input type="checkbox"/> 4. Tile Flooring <input type="checkbox"/> 5. Wood Flooring <input type="checkbox"/> 6. Other Flooring <input type="checkbox"/> 7. Sliding Glass Door(s) <input type="checkbox"/> 8. French/Garden Door(s) <input type="checkbox"/> 9. Ceiling Fan(s) <input type="checkbox"/> 10. Blinds <input type="checkbox"/> 11. Drapes <input type="checkbox"/> 12. Deco Window Treatments <b>F. MASTER BEDROOM</b> <input type="checkbox"/> 1. Fireplace <input type="checkbox"/> 2. Vaulted/Elevated Ceiling <input type="checkbox"/> 3. Wall to Wall Carpet <input type="checkbox"/> 4. Tile Flooring <input type="checkbox"/> 5. Wood Flooring <input type="checkbox"/> 6. Sliding Glass Doors <input type="checkbox"/> 7. French/Garden Door(s) <input type="checkbox"/> 8. Walk-In Closet(s) <input type="checkbox"/> 9. Sitting Room/Area <input type="checkbox"/> 10. Ceiling Fan(s) <input checked="" type="checkbox"/> 11. Blinds <input type="checkbox"/> 12. Drapes <input type="checkbox"/> 13. Deco Window Treatments <input type="checkbox"/> 14. Main Floor <b>G. MASTER BATH</b> <input type="checkbox"/> 1. Garden Tub <input type="checkbox"/> 2. Jetted Tub <input type="checkbox"/> 3. Separate Shower <input type="checkbox"/> 4. Full Bath <input checked="" type="checkbox"/> 5. 3/4 Bath <input type="checkbox"/> 6. 1/2 Bath <b>H. OTHER ROOMS</b> <input type="checkbox"/> 1. Entry/Foyer <input type="checkbox"/> 2. Game Room <input type="checkbox"/> 3. Study/Library <input type="checkbox"/> 4. Office/Den <input type="checkbox"/> 5. Hobby <input type="checkbox"/> 6. Utility <input type="checkbox"/> 7. Maid's/Guest/Qtrs. <input type="checkbox"/> 8. Guest House <input type="checkbox"/> 9. AZ Room Glass <input type="checkbox"/> 10. AZ Room Screen	<b>I. SPECIAL FEATURES</b> <input type="checkbox"/> 1. Basement <input type="checkbox"/> 2. 2-Story <input type="checkbox"/> 3. Tri-Level <input checked="" type="checkbox"/> 4. Open Floor Plan <input type="checkbox"/> 5. Split Floor Plan <input type="checkbox"/> 6. Remodeled <input type="checkbox"/> 7. Redecorated <b>J. INTERIOR FEATURES</b> <input checked="" type="checkbox"/> 1. Smoke Detector(s) <input type="checkbox"/> 2. Carbon Monoxide Detector(s) <input type="checkbox"/> 3. Security System <input type="checkbox"/> 4. Intercom <input type="checkbox"/> 5. Built-In Bookcase <input type="checkbox"/> 6. Built-In Desk <input type="checkbox"/> 7. Built-In Entertainment Center <input type="checkbox"/> 8. Wet Bar <input type="checkbox"/> 9. Surround Sound Stereo <input type="checkbox"/> 10. Stereo Speakers <input type="checkbox"/> 11. Satellite Dish <input type="checkbox"/> 12. TV Antenna <input type="checkbox"/> 13. Arches <input type="checkbox"/> 14. Plant Ledges <input type="checkbox"/> 15. Skylite(s) <input type="checkbox"/> 16. Central Vacuum <input type="checkbox"/> 17. Washer <input type="checkbox"/> 18. Dryer <input type="checkbox"/> 19. Water Softener (own) <input type="checkbox"/> 20. Water Softener (rent) <b>K. ENERGY FEATURES</b> <input type="checkbox"/> 1. Solar Features (see remarks) <input type="checkbox"/> 2. Sunscreens All <input type="checkbox"/> 3. Sunscreens Part <input type="checkbox"/> 4. Extra Insulation <input type="checkbox"/> 5. Insulation Wrap <input type="checkbox"/> 6. Dual Pane Windows <input type="checkbox"/> 7. Low E Windows <input type="checkbox"/> 8. Roof Turbine(s) <input type="checkbox"/> 9. Load Controller <b>L. HEATING</b> <input checked="" type="checkbox"/> 1. Gas <input checked="" type="checkbox"/> 2. Electric <input type="checkbox"/> 3. Panel/Wall <input type="checkbox"/> 4. Propane <input type="checkbox"/> 5. Heat Strip <input type="checkbox"/> 6. Heat Pump <input type="checkbox"/> 7. None <input type="checkbox"/> 8. 2 or More Units	<b>M. COOLING</b> <input type="checkbox"/> 1. Refrigerated Central <input checked="" type="checkbox"/> 2. Refrigerated Window <input type="checkbox"/> 3. Evaporative Central <input type="checkbox"/> 4. Evaporative Window <input type="checkbox"/> 5. Tower <input type="checkbox"/> 6. None <input checked="" type="checkbox"/> 7. 2 or More Units <b>N. UTILITIES</b> <input checked="" type="checkbox"/> 1. City Water <input type="checkbox"/> 2. Public Water <input type="checkbox"/> 3. Community Water <input type="checkbox"/> 4. Well-Domestic <input type="checkbox"/> 5. Irrigation <input type="checkbox"/> 6. Natural Gas <input type="checkbox"/> 7. Propane/Own <input type="checkbox"/> 8. Propane/Rent <input type="checkbox"/> 9. Telephone In <input type="checkbox"/> 10. Cable TV <input type="checkbox"/> 11. Underground <b>O. FOUNDATION</b> <input type="checkbox"/> 1. Concrete <input type="checkbox"/> 2. Piers <input type="checkbox"/> 3. Block/Basement <input checked="" type="checkbox"/> 4. Other <b>P. PARKING</b> <input type="checkbox"/> 1. Attached Garage <input type="checkbox"/> 2. Detached Garage <input type="checkbox"/> 3. Attached Carport <input type="checkbox"/> 4. Detached Carport <input type="checkbox"/> 5. RV Garage <input type="checkbox"/> 6. RV Port <input checked="" type="checkbox"/> 7. Uncovered Pad <input type="checkbox"/> 8. Garage Door Opener(s) <b>Q. EXTERIOR FINISH</b> <input type="checkbox"/> 1. Stucco <input type="checkbox"/> 2. Block <input type="checkbox"/> 3. Brick <input type="checkbox"/> 4. Stone <input type="checkbox"/> 5. Wood <input checked="" type="checkbox"/> 6. Aluminum <input type="checkbox"/> 7. Siding <input type="checkbox"/> 8. Veneer <b>R. ROOFING (ALL)</b> <input checked="" type="checkbox"/> 1. Flat <input type="checkbox"/> 2. Pitched <input type="checkbox"/> 3. Built-Up <input type="checkbox"/> 4. Tile <input type="checkbox"/> 5. Gravel <input type="checkbox"/> 6. Shingle <input type="checkbox"/> 7. Wood Shingle <input type="checkbox"/> 8. Foam <input type="checkbox"/> 9. Metal <b>S. EXTERIOR FEATURES</b> <input type="checkbox"/> 1. Guest House <input type="checkbox"/> 2. Workshop <input type="checkbox"/> 3. Storage Shed <input type="checkbox"/> 4. RV Access <input type="checkbox"/> 5. RV Hook-Up <input type="checkbox"/> 6. Patio <input type="checkbox"/> 7. Covered Patio <input checked="" type="checkbox"/> 8. Deck <input type="checkbox"/> 9. Covered Deck <input type="checkbox"/> 10. Rooftop Deck <input type="checkbox"/> 11. Built-In Grill <input type="checkbox"/> 12. Misting System <input type="checkbox"/> 13. Barns/Tack <input type="checkbox"/> 14. Stalls/Corrals <input type="checkbox"/> 15. Auto Water <input type="checkbox"/> 16. Arena <b>T. POOL FEATURES</b> <input type="checkbox"/> 1. Inground <input type="checkbox"/> 2. Above-Ground <input type="checkbox"/> 3. With Spa <input type="checkbox"/> 4. Heated <input type="checkbox"/> 5. Cleaning System (see remarks) <input type="checkbox"/> 6. Fenced Separate <input checked="" type="checkbox"/> 7. Community <b>U. LANDSCAPING</b> <input checked="" type="checkbox"/> 1. Desert <input type="checkbox"/> 2. Lawn <input checked="" type="checkbox"/> 3. Easy-Care <input type="checkbox"/> 4. Sprinklers/Bubblers <input type="checkbox"/> 5. Auto Sprinklers/Bubblers <b>V. PROPERTY DESCRIPTION</b> <input checked="" type="checkbox"/> 1. Desert <input type="checkbox"/> 2. Curbs <input type="checkbox"/> 3. Sidewalks <input type="checkbox"/> 4. Alley <input type="checkbox"/> 5. E/W Exposure <input type="checkbox"/> 6. N/S Exposure <input type="checkbox"/> 7. Corner Lot <input type="checkbox"/> 8. View Lot <input type="checkbox"/> 9. Golf Course Lot <input type="checkbox"/> 10. Cul de Sac <input type="checkbox"/> 11. Gated Community <input checked="" type="checkbox"/> 12. In City Limits <input type="checkbox"/> 13. Age Restricted <b>W. FENCING/WALLS</b> <input type="checkbox"/> 1. Front <input type="checkbox"/> 2. Back <input type="checkbox"/> 3. Side(s) <input type="checkbox"/> 4. Wood <input type="checkbox"/> 5. Block <input type="checkbox"/> 6. Stucco <input type="checkbox"/> 7. Brick <input type="checkbox"/> 8. Chain Link <input type="checkbox"/> 9. Wrought Iron <input type="checkbox"/> 10. Poly Vinyl <input type="checkbox"/> 11. Gate(s) Single <input type="checkbox"/> 12. Gate(s) Double <b>X. AGE</b> <input type="checkbox"/> 1. New Construction <input type="checkbox"/> 2. 1-5 <input type="checkbox"/> 3. 6-10 <input type="checkbox"/> 4. 11-15 <input type="checkbox"/> 5. 16-20 <input checked="" type="checkbox"/> 6. 21-30 <input type="checkbox"/> 7. 31-40 <input type="checkbox"/> 8. 41 or older <b>Y. SQUARE FOOTAGE</b> <input checked="" type="checkbox"/> 1. Agent Measured <input type="checkbox"/> 2. Builder <input type="checkbox"/> 3. Architect/Draftsman <input type="checkbox"/> 4. County Assessor <input type="checkbox"/> 5. Appraiser <b>Z. MOBILE/MANUFACTURED MODULAR</b> <input type="checkbox"/> 1. Park Model <input type="checkbox"/> 2. Single Wide <input type="checkbox"/> 3. Double Wide <input type="checkbox"/> 4. Triple Wide <input checked="" type="checkbox"/> 5. Tip Out/Slide Out <input type="checkbox"/> 6. Ground Level <b>AA. ANIMALS</b> <input type="checkbox"/> 1. Horses <input type="checkbox"/> 2. FFA/4-H <input type="checkbox"/> 3. Household Pets	<b>BB. DOCUMENTS ON FILE</b> <input type="checkbox"/> 1. CC&R's <input type="checkbox"/> 2. Subdivision Report <input type="checkbox"/> 3. HOA Documentation <input checked="" type="checkbox"/> 4. Mobile Home Title <input type="checkbox"/> 5. Affidavit of Affixture <input type="checkbox"/> 6. Plans and Specifications <input type="checkbox"/> 7. Lead-Based Paint Disclosure <input type="checkbox"/> 8. CLUE Report <input type="checkbox"/> 9. Mold Disclosure <b>CC. WILL SELL</b> <input checked="" type="checkbox"/> 1. Cash <input type="checkbox"/> 2. Conventional <input type="checkbox"/> 3. VA <input type="checkbox"/> 4. FHA <input type="checkbox"/> 5. Assumption <input type="checkbox"/> 6. Owner May Carry <input type="checkbox"/> 7. Lease Option <input type="checkbox"/> 8. Lease Purchase <input type="checkbox"/> 9. Exchange <input type="checkbox"/> 10. See Remarks <input type="checkbox"/> 11. Short Sale <input type="checkbox"/> 12. Foreclosure <input type="checkbox"/> 13. Auction <input type="checkbox"/> 14. USDA <b>DD. TO SHOW</b> <input type="checkbox"/> 1. Special Instructions/CLA <input type="checkbox"/> 2. Call 1st Then Show <input type="checkbox"/> 3. By Appointment Only <input type="checkbox"/> 4. Call Occupant <input type="checkbox"/> 5. Keysafe Vacant <input type="checkbox"/> 6. Keysafe Occupied <input checked="" type="checkbox"/> 7. Keysafe Not Standard <input type="checkbox"/> 8. KILO <input type="checkbox"/> 9. Alarm <b>EE. POSSESSION</b> <input type="checkbox"/> 1. By Agreement <input checked="" type="checkbox"/> 2. COE <input type="checkbox"/> 3. After COE (see remarks) <input type="checkbox"/> 4. Tenants' Rights <b>FF. SQUARE FOOTAGE RANGE</b> <input checked="" type="checkbox"/> 1. Under 1000 <input type="checkbox"/> 2. 1000-1499 <input type="checkbox"/> 3. 1500-1799 <input type="checkbox"/> 4. 1800-1999 <input type="checkbox"/> 5. 2000-2299 <input type="checkbox"/> 6. 2300-2599 <input type="checkbox"/> 7. 2600-2999 <input type="checkbox"/> 8. 3000 or Over
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**AUTHORIZATION TO USE MULTIPLE LISTING SERVICE AND DISCLAIMER**

The undersigned seller(s) authorizes and instructs the undersigned agent to submit the information contained herein to the Yuma Association of REALTORS® Multiple Listing Service, Inc. for the purpose of dissemination to its members during the period specified. This information has been obtained by the sellers and/or other sources and is not guaranteed by the agent. Sellers agree that the information herein is true and correct to the best of his/her/their knowledge. It is understood that there is no contractual relationship between the owner(s) and the Yuma Association of REALTORS®, Inc., Multiple Listing Service. Receipt of a copy of this property data form is acknowledged by owner(s). We the undersigned owners acknowledge that we have examined the above data and verify its content.

Expiration Date 4/30/2026 Firm Name RE/MAX Territory

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature  Lynn Kramer Date 12/02/25

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Myles A and Linda M Baumann

File # \_\_\_\_\_ Date \_\_\_\_\_ Broker's Initials \_\_\_\_\_

# ARIZONA CERTIFICATE OF TITLE

## ADOT

Motor Vehicle Division

48-7200M 61123 azdot.gov

Vehicle Identification Number:

16F62E3R211002937

0907230755



00004208

Year

2001

Make

CARG

Model

CAMEO M-35

Inventory Control

14945078M

Body Style

TV

Myles A Baumann  
7201 E 32nd St Lot 96  
Yuma AZ 85365-8438

Title Number

A017768724

Previous Title Number

A015235387

State

AZ

Issue Date

10/29/2024

Issue Date

02/23/2024

Odometer Reading (no tenths)

0

Unknown

Arizona Brands

Other States With Brands

Owners

Myles A Baumann  
7201 E 32nd St Lot 96

Owner

Yuma

AZ

Or

85365-8438

Linda M Baumann  
PO Box 388

Owner

Gull Lake

CAN-SK

SON 1A0

Lienholder(s) as of the print date and lien effective date. (Additional liens may exist. Check vehicle title status on [azmvdnow.gov](http://azmvdnow.gov) to find all current liens.)

LIEN DATE:

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED



# RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:  
February 2023



## WHEN IN DOUBT - DISCLOSE!



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

**The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts.** To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, receipts, permits, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.



If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

**If you do not make the legally required disclosures, you may be subject to civil liability.** Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

Note: These disclosures are warranties that survive closing.

If you are using the Arizona Association of REALTORS® ("AAR") Residential Resale Real Estate Purchase Contract, the seller is required to deliver "a completed AAR Residential SPDS form to the Buyer within three (3) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

Residential Seller's Property Disclosure Statement (SPDS)  
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# **R** RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) *(To be completed by Seller)*

Document updated:  
February 2023



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.



## MESSAGE TO THE SELLER:

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

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 9, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

## MESSAGE TO THE BUYER:

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

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

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

### PROPERTY AND OWNERSHIP

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

3. **LEGAL OWNER(S) OF PROPERTY:** Myles + Linda Bauman  
 4. \_\_\_\_\_ Date Acquired: Feb 2024

5. **PROPERTY ADDRESS:** 7201 E 32 St 96 Yuma AZ 85365  
 (STREET ADDRESS) (CITY) (STATE) (ZIP)

6. Does the Property include any leased land?  Yes  No

7. Explain: \_\_\_\_\_

8. **NOTICE TO SELLER: Arizona law imposes certain requirements on the sale or lease of subdivided and unsubdivided land or lots. If a sale involves six or more parcels, lots, or fractional interests being sold, certain requirements are imposed on the Seller for a Subdivision Public Report. Information may be obtained by contacting the Arizona Department of Real Estate. A.R.S. 32-2101 (56) and (57).**

11. Are you aware if the Property is located in an unincorporated area of the county?  Yes  No If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

13. The Property is currently (Check all that apply):  Owner-occupied  Rental/Leased  Estate  Vacant If vacant, how long? \_\_\_\_\_

14.  Other: \_\_\_\_\_ Explain: \_\_\_\_\_

15. If a rental property, how long? \_\_\_\_\_ Expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease if available.)

16. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_

17. \_\_\_\_\_

18. Are you aware of any regulations surrounding length of time for rentals?  Yes  No Explain: \_\_\_\_\_

19. \_\_\_\_\_

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

21.  Yes  No If yes, consult a tax advisor; mandatory withholding may apply.

22. Is the Property located in a community defined as an age restricted community?  Yes  No

23. Explain: 55+

24. Approximate year built: 2001. If the Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

25. Are you aware if the Property is designated as a historic home or located in a historic district? (A.A.C. R12-8-301)  Yes  No

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Initials >

<b>BUYER</b>	<b>BUYER</b>

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

26.  
27.  
28.

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

**YES NO**

29.  YES  NO Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: \_\_\_\_\_
30. \_\_\_\_\_
31.  YES  NO Are you aware if there are any association(s) regulating the Property? If yes,  Mandatory  Voluntary (If no, skip to line 40.)
32. If yes, provide contact(s) information: Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
33. Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
34.  YES  NO If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
35. How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
36.  YES  NO Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?
37. Explain: \_\_\_\_\_
38.  YES  NO Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
39. Explain: \_\_\_\_\_
40.  YES  NO Are you aware of any of the following recorded against the Property? (Check all that apply):
41.  Judgment liens  Tax liens  Notice of Default  Other non-consensual liens
42. Explain: \_\_\_\_\_
43.  YES  NO Are you aware of any assessments affecting the Property? (Check all that apply):
44.  Paving  Sewer  Water  Electric  Other
45. Explain: \_\_\_\_\_
46.  YES  NO Are you aware of any of the following title issues affecting the Property? (Check all that apply):
47.  Recorded easements  Use restrictions  Lot line disputes  Encroachments  Variance(s)
48.  Unrecorded easements  Use permits  Other \_\_\_\_\_
49. Explain: \_\_\_\_\_
50.  YES  NO Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? (If no, skip to line 54.)
51. If yes, provide the name of the CFD: \_\_\_\_\_
52.  YES  NO If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
53. The CFD fees are  Included in the Property Taxes  Paid Separately
54.  YES  NO Are you aware of any public or private use paths or roadways on or across the Property? Explain: \_\_\_\_\_
55. \_\_\_\_\_
56.  YES  NO Are you aware of any problems with legal or physical access to the Property? Explain: no
57. \_\_\_\_\_
58. The road/street access to the Property is maintained by the  County  City  Homeowners' Association
59.  Privately  Not Maintained
60.  YES  NO If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)
61. Explain: \_\_\_\_\_
62.  YES  NO Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):
63.  Zoning  Building Codes  Utility Service  Sanitary health regulations  Municipal Ordinances
64.  Covenants, Conditions, Restrictions (CC&R's)  Other \_\_\_\_\_ (Attach a copy of notice(s) if available.)
65. Explain: no

Initials>

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

66.  
67.  
68.

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

69.  
70.

Are you aware of any homeowner's insurance claims having been filed against the Property?  
Explain: \_\_\_\_\_

**BUILDING AND SAFETY INFORMATION**

YES NO

71.

**ROOF / STRUCTURAL:**

72.

**NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**

73.

Approximate age of roof? 1 yr

74.

Are you aware of any past or present roof leaks? Explain: no

75.

76.

Are you aware of any other past or present roof problems? Explain: no

77.

78.

Are you aware of any roof repairs? Explain: no

79.

80.

Is there a roof warranty? (Attach a copy of warranty if available.)

81.

If yes, is the roof warranty transferable? Cost to transfer: \_\_\_\_\_

82.

Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: no

83.

84.

Are you aware of any past or present cracks or settling involving the foundation, exterior walls or slab? Explain: \_\_\_\_\_

85.

86.

Are you aware of any chimney or fireplace problems, if applicable? Explain: na

87.

88.

Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

89.

Flood  Fire  Wind  Expansive soil(s)  Water  Hail  Other no

90.

Explain: \_\_\_\_\_

91.

**WOOD INFESTATION:**

92.

93.

**NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history on file. <https://agriculture.az.gov>**

94.

Are you aware of any of the following:

95.

Past presence of termites or other wood destroying organisms on the Property?

96.

Current presence of termites or other wood destroying organisms on the Property?

97.

Past or present damage to the Property by termites or other wood destroying organisms?

98.

Explain: \_\_\_\_\_

99.

100.

Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms? (If no, skip to line 105.)

101.

If yes, date last treatment was performed: nov 7/25

102.

Name of treatment provider(s): Bugout Pest patrol

103.

Is there a treatment warranty? (Attach a copy of warranty if available.) yes but cost you

104.

If yes, is the treatment warranty transferable? Cost to transfer: \_\_\_\_\_

Initials >

BUYER BUYER

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

YES NO

105. **HEATING & COOLING:**
106. Heating: Type(s) mini split
107. Approximate Age(s) ?
108. Cooling: Type(s) mini split window condenser
109. Approximate Age(s) \_\_\_\_\_
110.   Are you aware of any past or present problems with the heating or cooling system(s)?
111. Explain: no
112. **PLUMBING:**
113.   Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?
114. If yes, identify: \_\_\_\_\_
115.   Are you aware of any past or present plumbing problems? Explain: no
116. \_\_\_\_\_
117.   Are you aware of any water pressure problems? Explain: no
118. Type of water heater(s):  Gas  Electric  Solar  Tankless Approx. Age(s): \_\_\_\_\_
119.   Are you aware of any past or present water heater problems? Explain: no
120. \_\_\_\_\_
121.   Is there a landscape watering system? If yes, type:  Automatic Timer  Manual  Both
122.   If yes, are you aware of any past or present problems with the landscape watering system?
123. Explain: \_\_\_\_\_
124.   Are there any water treatment systems? (Check all that apply):
125.  Water Filtration  Reverse Osmosis  Water Softener  Other \_\_\_\_\_
126. Is water treatment system(s)  Owned  Leased (Attach a copy of lease if available.)
127.   Are you aware of any past or present problems with the water treatment system(s)?
128. Explain: \_\_\_\_\_
129. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**
130.   Does the Property contain any of the following? (Check all that apply):
131.  Swimming pool  Spa  Hot tub  Sauna  Water feature
132.   If yes, are either of the following heated?  Swimming pool  Spa If yes, type of heat: \_\_\_\_\_
133.   Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
134. Explain: \_\_\_\_\_
135.   Are you aware if a swimming pool was:  Removed  Capped/decked over  Filled
136. Explain: \_\_\_\_\_
137.   Do you lease any pool equipment? Explain: \_\_\_\_\_
138. \_\_\_\_\_
139. **ELECTRICAL AND OTHER RELATED SYSTEMS:**
140.   Are you aware of the type of wiring? (Check all that apply):  Copper  Aluminum  Other \_\_\_\_\_
141.   Are you aware of any past or present problems with the electrical system? Explain: \_\_\_\_\_
142. \_\_\_\_\_
143.   Is there a charging station for an electric vehicle? If yes,  Owned  Leased (Attach a copy of lease if available.)
144.   Is there a security system? If yes, is it (Check all that apply):
145.  Owned  Leased (Attach a copy of lease if available.)  Monitored  Other \_\_\_\_\_
146.   Are you aware of any past or present problems with the security system? Explain: \_\_\_\_\_
147. \_\_\_\_\_

Initials >

BUYER	BUYER

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

YES NO

148.   Does the Property contain any of the following systems or detectors? (Check all that apply):  
 149.  Smoke/fire detection  Fire suppression (sprinklers)  Carbon monoxide detector  
 150.   If yes, are you aware of any past or present problems with the above systems? Explain: \_\_\_\_\_  
 151. \_\_\_\_\_

**MISCELLANEOUS:**

152.   Are you aware of any animals/pets that have resided in the Property? If yes, what kind: \_\_\_\_\_  
 153. \_\_\_\_\_  
 154. \_\_\_\_\_  
 155.   Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):  
 156.  Scorpions  Rabid animals  Bee swarms  Rodents  Reptiles  Bed Bugs  Other \_\_\_\_\_  
 157. Explain: \_\_\_\_\_  
 158.   Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: \_\_\_\_\_  
 159. Name of service provider(s): \_\_\_\_\_ Date of last service: \_\_\_\_\_

**NOTICE TO SELLER AND BUYER: A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent. Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents. (A.R.S. § 32-1121)**

169.   Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 186.)  
 170. \_\_\_\_\_  
 171.   Are you aware if permits for the work were obtained? Explain: \_\_\_\_\_  
 172.   Was the work performed by a person licensed to perform the work? Explain: \_\_\_\_\_  
 173.   Was approval for the work required by any association governing the Property? Explain: \_\_\_\_\_  
 174.   If yes, was approval granted by the association? Explain: \_\_\_\_\_  
 175.   Was the work completed? Explain: NA

176. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

Contractor Name	License Number	Scope of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

183. Explain: \_\_\_\_\_  
 184. \_\_\_\_\_  
 185. \_\_\_\_\_

186.   Are there any security bars or other obstructions to door or window openings? Explain: \_\_\_\_\_  
 187.   If there are security bars, are quick releases installed in the bedrooms? Explain: \_\_\_\_\_  
 188.   Are you aware of any past or present problems with any built-in appliances? Explain: \_\_\_\_\_  
 189. \_\_\_\_\_

Initials >

BUYER	BUYER

**UTILITIES/SERVICES**

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES NO

NAME OF PROVIDER

- 191.   Cable / Satellite: \_\_\_\_\_
- 192.   Electricity: \_\_\_\_\_
- 193.   Fire: \_\_\_\_\_
- 194.    Public  Private
- 195.   Flood Irrigation: \_\_\_\_\_
- 196.   Fuel:  Natural gas  Propane  Oil \_\_\_\_\_
- 197.   If propane tank,  Owned  Leased (Attach a copy of lease if available.)
- 198.   Garbage Collection: \_\_\_\_\_
- 199.    Public  Private
- 200.   Internet: \_\_\_\_\_
- 201.   Telephone: \_\_\_\_\_
- 202.   Water Source: \_\_\_\_\_
- 203.   Public  Private water co.  Hauled water \_\_\_\_\_
- 204.   Private well  Shared well If water source is a private or shared well, complete and attach Domestic Water
- 205.   Well/Water Use Addendum.

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

- 209.   Are you aware of any past or present drinking water problems? Explain: \_\_\_\_\_
- 210. \_\_\_\_\_
- 211.   U.S. Postal Service delivery is available at:  Property  Post Office  Other \_\_\_\_\_
- 212.   Cluster Mailbox, Box Number \_\_\_\_\_ Location \_\_\_\_\_
- 213.   Are there any alternate power systems serving the Property? (If no, skip to line 224.)
- 214. If yes, indicate type (Check all that apply):
- 215.  Solar  Wind  Generator  Other \_\_\_\_\_
- 216.   Are you aware of any past or present problems with the alternate power system(s)? Explain: \_\_\_\_\_
- 217. \_\_\_\_\_
- 218.   Are any alternate power systems serving the Property leased? Explain: \_\_\_\_\_
- 219. \_\_\_\_\_
- 220. If yes, provide name and phone number of the leasing company (Attach copy of lease if available.): \_\_\_\_\_
- 221. \_\_\_\_\_

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

**SEWER/WASTEWATER TREATMENT**

YES NO

- 224.   Is the entire Property connected to a sewer?
- 225.   If no, is a portion of the Property connected to a sewer? Explain: \_\_\_\_\_
- 226. \_\_\_\_\_
- 227.   If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the
- 228.   sewer connection? If yes, how and when: \_\_\_\_\_?
- 229.   Is there a lift pump? Explain: \_\_\_\_\_

Initials >

BUYER	BUYER

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

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

YES NO

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

232. Name of Provider: \_\_\_\_\_

233.  YES  NO Are you aware of any past or present problems with the sewer? Explain: \_\_\_\_\_

234.  YES  NO Is the Property served by a septic/On-Site Wastewater Treatment Facility? (If no, skip to line 250.)

235. If yes, the Facility is:  Conventional septic system  Alternative system; type: \_\_\_\_\_

236. Number of Facilities: \_\_\_\_\_

237.  YES  NO If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

238. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

239. Approximate year Facility was installed: \_\_\_\_\_ (Attach copy of permit if available.)

240.  YES  NO Are you aware of any repairs or alterations made to this Facility since original installation?

241. Explain: \_\_\_\_\_

242. \_\_\_\_\_

243. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_

244.  YES  NO Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_

245. \_\_\_\_\_

246.  YES  NO Are you aware if a Facility was:  Abandoned  Capped  Removed

247. Explain: \_\_\_\_\_

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

249. \_\_\_\_\_

**ENVIRONMENTAL INFORMATION**

YES NO

250.  YES  NO Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

251.  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Dampness/moisture  Other

252. Explain: \_\_\_\_\_

253.  YES  NO Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):

254.  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other \_\_\_\_\_

255. Explain: \_\_\_\_\_

256. \_\_\_\_\_

257. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at [www.azre.gov](http://www.azre.gov).**

258. \_\_\_\_\_

259.  YES  NO Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

260.  Airport noise  Traffic noise  Rail line noise  Neighborhood noise  Landfill  Toxic waste disposal

261.  Odors  Nuisances  Sand/gravel operations  Other \_\_\_\_\_

262. Explain: \_\_\_\_\_

263.  YES  NO Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

264. \_\_\_\_\_

265.  YES  NO Are you aware if the Property is located in the vicinity of a public or private airport?

266. Explain: \_\_\_\_\_

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

YES NO

267. 268. 269. 270. 271. NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

272.   Is the Property located in the vicinity of a military airport or ancillary military facility? Explain: us airbase

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

275. 276. 277.   Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):  Superfund / WQARF / CERCLA  Wetlands area  Natural Area Open Spaces

278. 279.   Are you aware of any open mine shafts/tunnels or abandoned wells on the Property? If yes, describe location: \_\_\_\_\_

280. 281.   Are you aware if any portion of the Property is in a flood plain/way? Explain: \_\_\_\_\_

282. 283.   Are you aware of any portion of the Property ever having been flooded? Explain: \_\_\_\_\_

284. 285.   Are you aware of any water damage or water leaks of any kind on the Property? Explain: \_\_\_\_\_

286. 287.   Are you aware of any past or present mold growth on the Property? Explain: \_\_\_\_\_

289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

OTHER CONDITIONS AND FACTORS

303. What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making process, the value of the Property, or its use? Explain: \_\_\_\_\_

ADDITIONAL EXPLANATIONS

306. \_\_\_\_\_

307. \_\_\_\_\_

308. \_\_\_\_\_

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

309. \_\_\_\_\_  
310. \_\_\_\_\_  
311. \_\_\_\_\_  
312. \_\_\_\_\_  
313. \_\_\_\_\_

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

318.  \_\_\_\_\_  \_\_\_\_\_   
319. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR  
**Myles A and Linda M Baumann**

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

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

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

330. \_\_\_\_\_  
331. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

332. **NOTICE TO SELLER AND BUYER: In the event Seller needs to update any disclosures contained herein, the Arizona**  
333. **Association of REALTORS® Notice/Disclosure form is available for this purpose.**



## WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

### PROTECT YOURSELF

#### **DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS**

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

#### **DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION**

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

#### **TRUST YOUR SOURCE OF INFORMATION**

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

#### **ONLINE RESOURCES:**

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ <https://www.fbi.gov/scams-and-safety>

The Internet Crime Complaint Center @ [www.ic3.gov](http://www.ic3.gov)

The National White Collar Crime Center @ <https://www.nw3c.org/services/research/cyber-crime-links>

On Guard Online @ [www.onguardonline.gov](http://www.onguardonline.gov)

Consumer Financial Protection Bureau (CFPB) @ <https://www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/>

### VERIFY AND NOTIFY

**Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!**


**Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.**

The undersigned acknowledges receipt of this Wire Fraud Advisory.

**Myles A Baumann**

Name


  
Signature

  
Date

**Linda M Baumann**

Name

  
Signature

  
Date





# FAIR HOUSING ADVISORY

## Discrimination is ILLEGAL

It is illegal under the Federal Fair Housing Act and Arizona Fair Housing laws for a property owner/seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housing-related activities against another person based on certain protected characteristics. The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. **It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.**

Discrimination based on a protected class includes, but is not limited to, the following:

- Refusing to rent, sell, negotiate, or falsely denying housing is available or otherwise making housing unavailable;
- Setting or imposing different terms, conditions or privileges for sale or rental of housing, or providing a person with different housing services or facilities;
- Making, printing or publishing any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination;
- Using different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- Limiting privileges, services or facilities of housing;
- Refusing to allow reasonable disability accommodations for an assistive aide, assistive animal, parking, or physical modifications;
- “Steering” which occurs when a person is guided towards or away from certain neighborhoods, locations or buildings; or
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting).

The undersigned acknowledges receipt of this Fair Housing Advisory.

**Myles A Baumann**

Name



Signature

**Linda M Baumann**

Name

12/02/21 

Date

Signature

12/02/25

Date

**For more information about your rights and options, go to:**

Arizona Attorney General's Office - <https://www.azag.gov/civil-rights/discrimination/housing>

U.S. Department of Housing and Urban Development - [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/fair\\_housing\\_act\\_overview](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview)

If you believe you have been a victim of housing discrimination, you may file a complaint with:

- The Arizona Attorney General's office - <https://www.azag.gov/complaints/civil-rights>
- U.S. Department of Housing and Urban Development - <https://www.hud.gov/fairhousing/fileacomplaint>
- The Arizona REALTORS® - <https://www.aaronline.com/resolve-disputes/filing-an-ethics-complaint/>

