

Original

MICHAEL K. JEANES
Clerk of the Superior Court
By Lizette Rivas, Deputy
Date 06/07/2017 Time 11:20:05

Description	Amount
CASE# CV2017-008798	
CIVIL NEW COMPLAINT	319.00
TOTAL AMOUNT	319.00
Receipt# 25982296	

GAONA LAW FIRM
A PROFESSIONAL CORPORATION
3101 NORTH CENTRAL AVE, SUITE 720
PHOENIX, ARIZONA 85012

(602) 230-2636 Fax (602) 230-1377
david@gaonalaw.com; docket@gaonalaw.com

David F. Gaona, State Bar No. 007391
Attorneys for Plaintiffs

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

**EHSAN AMANI; PURE
CONSTRUCTION, LLC**

No. **CV 2017-008798**
COMPLAINT

Plaintiffs,

vs.

**SHARON WEBER; JOAN H.
FRANKEL and JOHN DOE
FRANKEL, husband and wife; PEGGY
GASCON and JOHN ROE GASCON,
husband and wife; JIM SEXTON and
JANE ROE SEXTON, husband and
wife; REALTY ONE GROUP, INC.,**

Defendants.

For his Complaint, Plaintiffs Ehsan Amani and Pure Construction, LLC ("Amani"),
allege as follows:

1. Amani is an Arizona resident and brings this action in his individual capacity.
Pure Construction, LLC is an Arizona limited liability company over which Mr. Amani is
the owner/general manager.

2. Defendant Sharon Weber is, upon information and belief, a single woman, an
Arizona resident and who, at all relevant times, owned the Property located at 15232 East

1 Sage Drive, Fountain Hills, Maricopa County, Arizona and, who caused events to occur in
2 Arizona from which this Complaint arises.

3 3. Defendant Joan Frankel is, upon information and belief, married to John Doe
4 Frankel and as such, the community comprised of both Joan and John Doe Frankel may be
5 responsible relative to the allegations in this Complaint. At all times, Defendant Joan
6 Frankel maintained an Arizona real estate agent license. Defendants Joan Frankel and John
7 Doe Frankel, Arizona residents, caused events to occur in Arizona from which this
8 Complaint arises

9 4. Defendant Peggy Gascon and John Roe Gascon are, upon information and
10 belief, husband and wife and were for all material times. Acts of Peggy Gascon were for
11 the benefit of her marital community and therefore, the marital community may be
12 responsible for liability associated with the allegations in this Complaint. At all times,
13 Defendant Peggy Gascon maintained an Arizona real estate license. Defendant Peggy
14 Gascon and John Roe Gascon, Arizona residents, caused events to occur in Arizona from
15 which this Complaint arises.

16 5. Defendant Jim Sexton is, upon information and belief, married to Jane Roe
17 Sexton. For all relevant times, the two were married and thus, the actions of Jim Sexton
18 may render responsible the community of Jim and Jane Roe Sexton relative to this
19 Complaint. At all times, Defendant Sexton maintained an Arizona brokers license. Jim
20 Sexton and Jane Roe Sexton, Arizona residents, caused events to occur in Arizona from
21 which this Complaint arises.

22 6. Defendant Realty One Group, Inc. is, upon information and belief, an Arizona
23 corporation that caused events to occur in Arizona from which this Complaint arises.

24 7. Prior to August, 2016, Defendant Weber placed her home, located at 15232
25 East Sage Drive, Fountain Hills, Arizona (the "Property"), for sale. To assist her in that
26 endeavor, Defendant Weber retained an Arizona licensed sales agent, Joan Frankel, to
27 market and sell the Property on her behalf. At all relevant times, Defendant Frankel was

1 employed by Defendant Realty One Group, Inc. and, at all relevant times, Defendant
2 Frankel, relative to her activities as a sales agent, engaged in such activities under the
3 broker license and supervision of Jim Sexton, who at all times maintained said broker's
4 license issued by the State of Arizona.

5 8. Prior to placing the Property on the market, Defendant Weber, on or about
6 August 5, 2014, had been arrested and booked on multiple counts of animal cruelty
7 stemming from the Maricopa County Sheriff's office finding at least fifty (50) cats inside
8 the Property. At that time, an Animal Crime Deputy described the interior of the Property
9 as unlike anything he had ever seen:

10
11 The stench from the cat urine and feces was so unbearable, we considered
12 calling a haz-mat team to clear the area. It was far worse than any homicide
13 scene I have investigated. When we walked through the house, we were walking
14 through literally two feet of feces.

15 9. In the fall of 2016, Mr. Amani owned and managed Pure Construction, LLC,
16 an Arizona licensed contractor. Amani was in the market for a home that he could
17 purchase, remodel if necessary, and re-sell for a profit. Amani contracted with Realty One
18 Group sales agent Peggy Gascon to assist in finding and/or documenting the purchase of a
19 property.

20 10. In fact, Amani had discussions with Defendant Gascon about pooling resources
21 and purchasing a property together. When Amani commenced consideration of purchasing
22 the Property, Defendant Gascon informed Amani that she was amenable to a co-
23 purchaser/investor relationship relative to the purchase of the Property, but, as the Property
24 neared closing, Defendant Gascon informed Amani that she was unable to be an
25 investor/co-purchaser.

26 11. Amani submitted an offer to purchase the Property "as-is", the purchase price
27 of \$275,000.00. The sales price was eventually agreed to be \$285,000.00, with a close of
escrow date on or before December 9, 2016.

1 12. Prior to close of escrow on the Property, Defendant Weber filled out a
2 Residential Seller's Property Disclosure Statement dated August 15, 2016. A copy of the
3 Disclosure is attached hereto as Ex. A.

4 13. As reflected in the Disclosure Statement, Defendant Weber did not disclose the
5 incident in August, 2014 in which she was arrested, up to fifty (50) cats removed and
6 unquantifiable amounts of urine and feces being within the interior of the Property.

7 14. Among other things, the Disclosure (attached as Ex. A) signed by Defendant
8 Weber was answered dishonestly including, but not limited to line numbers 52, 78, 142,
9 199, and 267-68.

10 15. The purchase of the Property closed and immediately following the close of
11 escrow, Mr. Amani commenced a complete remodel of the Property. As of late 2016, the
12 remodel was complete and the Property was ready to be placed on the market. Mr. Amani
13 entered into a new agreement with Realty One Group sales agent Peggy Gascon in which
14 Defendant Gascon agreed to market and sell the newly remodeled Property on behalf of Mr.
15 Amani. The initial asking price was \$590,000.00. At that time, Mr. Amani informed
16 Defendant Gascon that he wanted an aggressive sales approach, especially since he was
17 incurring monthly debt service relative to his acquisition of the Property, as well as the
18 additional money he put into the entire remodel.

19 16. In March, 2017, Mr. Amani became aware of an interested purchaser and, was
20 expecting to receive an offer to buy. Rather than receive an offer to buy the Property,
21 however, Mr. Amani received information from the prospective purchaser that he was
22 refusing to submit an offer based upon finding out that the Property had been the subject of
23 a "cat hoarding" incident in August, 2014. At that moment, Mr. Amani became aware of
24 the incident to which he had not previously been aware, re-examined his closing paperwork
25 when he purchased the Property from Ms. Weber, especially the Disclosure Statement, to
26 see if he had missed disclosure of the event, he had not, and then understood that relative to
27

1 his sale of the Property, he would now be in a position, legally, to disclose what he had
2 previously not known, the “cat hoarding” incident in August, 2014 involving the Property.

3 17. Mr. Amani contacted his sales representative, Ms. Gascon, concerning the non-
4 disclosure and how the situation should be dealt with. Ultimately, Defendant Gascon
5 communicated with Mr. Amani informing him that Defendant Frankel, Defendant Weber’s
6 sales agent for the transaction, had been acquainted with Defendant Weber before placing
7 the subject Property on the market, was aware of the cat hoarding situation and Defendant
8 Frankel said she allegedly had made “verbal” disclosures to Defendant Gascon.

9 18. At no time had Mr. Amani received disclosure, written or verbal, relative to the
10 underlying “cat hoarding” incident in August, 2014.

11 19. Amani, upon prevailing, is entitled to attorneys’ fees pursuant to A.R.S. § 12-
12 341.01.

13 **COUNT I**
14 **Violations of the Consumer Fraud Act**

15 20. Mr. Amani incorporates by this reference, as if fully set forth herein, all the
16 allegations contained in paragraphs 1 through 19 above.

17 21. Defendant Weber’s concealment, omission and/or failure to disclose the cat
18 hoarding incident of August, 2014, relative to her sale of the Property to Plaintiff Amani,
19 with an intent that such concealment be relied upon, constitutes an unlawful practice
20 pursuant to A.R.S. § 44-1522.

21 22. Relative to the failure to disclose, concealment or omission of material facts, to
22 which the cat hoarding incident in August, 2014 was, Mr. Amani relied on the Disclosure
23 submitted and, as a result, was misled, deceived and damaged by that reliance.

24 23. Amani is entitled to damages suffered as a result of the unlawful practice,
25 including consideration paid relative to the underlying purchase of the Property and out of
26 pocket expenses, including attorneys’ fees and taxable costs pursuant to Arizona law.

27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

COUNT II
Fraud

24. Mr. Amani incorporates by this reference, as if fully set forth herein, all the allegations contained in paragraphs 1 through 23 above.

25. Defendants, relative to the sale of the Property to Mr. Amani, (a) failed to reveal material information (the August, 2014 cat hoarding incident) constituting a representation; (b) the representation was false; (c) the representation was material, that is, it was sufficiently important to influence Mr. Amani's actions in the circumstances; (d) the Defendants, and each of them, knew that the representation was false; (e) the Defendants intended that Mr. Amani would act upon the representation in the manner reasonably contemplated, that is, purchase the Property; (f) Mr. Amani, at no time, knew that the representation was false; (g) Mr. Amani relied on the truth of the representation; (h) Mr. Amani's reliance was reasonable and justified under the circumstances; and (i) as a result, Mr. Amani was damaged.

COUNT III
Negligent Misrepresentation

26. Mr. Amani incorporates, by this reference, as if fully set forth herein, all the allegations contained in paragraphs 1 through 25 above.

27. For all relevant times associated with sale of the Property, Defendants, and each of them, provided and/or participated in providing false or incorrect information, or omitting or failing to disclose material information to Mr. Amani.

28. Defendants, and each of them, intended that Mr. Amani rely on information provided, or concealed or omitted, and Defendants concealment or omission of such information was intended to be relied upon by Mr. Armani.

29. Mr. Amani, for all relevant times, relied on the information/concealed or omitted Disclosure.

1 39. Defendants, and each of them, breached their individual duty of good faith and
2 fair dealing to Amani.

3 40. As a result of the Defendants breach of the duty of good faith and fair dealing,
4 Armani was damaged and is entitled to recover damages for the benefits to the agreement
5 that were denied and due to the breach.

6 WHEREFORE, Plaintiff Amani requests Judgment against Defendants, and each of
7 them, relative to all Counts of the Complaint as follows:

- 8 1. For a determination that Defendants violated the Arizona Consumer Fraud Act,
9 engaged in fraud, and negligent misrepresentation of Amani, that Defendants
10 Gascon, Frankel and Sexton breached their fiduciary duties owed Amani, and that
11 all Defendants breached their duty of good faith and fair dealing;
- 12 2. The full amount of money that will reasonably and fairly compensate Mr. Amani
13 for all damages proved to have resulted/caused from the Defendants fraud,
14 deception, deceptive acts and practices, concealment, suppression and/or omission
15 of material facts pertaining to Mr. Amani's purchase of the subject Property; breach
16 of fiduciary duty and breach of their duties of good faith and fair dealing;
- 17 3. For all taxable costs;
- 18 4. For attorneys' fees pursuant to A.R.S. § 12-341.01;
- 19 5. For other and further relief deemed appropriate and just in the circumstances.

20 DATED this 7th day of June, 2017.

21
22 GAONA LAW FIRM

23 

24 _____
25 David F. Gaona
26 3101 North Centra Avenue, Suite 720
27 Phoenix, Arizona 85012
Attorneys for Plaintiffs

GAONA LAW FIRM
3101 North Central Avenue - Suite 720
Phoenix, Arizona 85012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

ORIGINAL of the foregoing filed this
7th day of June, 2017, with:

Clerk of the Court
Maricopa County Superior Court
101/201 W. Jefferson
Phoenix, Arizona 85003-2205

Barbara J. Kerbs

EXHIBIT A

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

Document updated: June 2014



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 adviser 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 7, you acknowledge that the failure to disclose known material information about the Property may result in liability.

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

- 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.
- PROPERTY ADDRESS:** 15232 N. Sage Drive Fountain Hills AZ 85268
(STREET ADDRESS) (CITY) (STATE) (ZIP)
- Does the property include any leased land? Yes No
- Explain: _____
- Is the Property 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.
- LEGAL OWNER(S) OF PROPERTY:** Sharon A. Weber Date Purchased: 4/20/1992
- The Property is currently: Owner-occupied Leased Estate Foreclosure Vacant If vacant, how long? _____
- If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)
- If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____
12. _____
- Is the legal owner(s) of the Property a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)? Yes No If yes, consult a tax adviser; mandatory withholding may apply.
- Is the Property located in a community defined by the fair housing laws as housing for older persons? Yes No
- Explain: _____
- Approximate year built: 1992 If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

>>

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

Initials>

BUYER	BUYER
-------	-------



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

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

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

BUILDING AND SAFETY INFORMATION

62. YES NO **ROOF / STRUCTURAL:**
63. **NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**
64. YES NO Are you aware of any past or present roof leaks? Explain: _____
65. _____
66. YES NO Are you aware of any other past or present roof problems? Explain: replaced 2014
67. _____

>>

Initials >

BUYER	BUYER
-------	-------



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

68. YES NO Are you aware of any roof repairs? Explain: Replaced 2014 by Hagan Roofing/Contractors 480-827-0736
69. Is there a roof warranty? (Attach a copy of warranty if available.)
70. If yes, is the roof warranty transferable? Cost to transfer _____
71. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____
72. Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____
73. Are you aware of any chimney or fireplace problems, if applicable? Explain: missing spark cap.
74. Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
 Flood Fire Wind Expansive soil(s) Water Hail Other _____
 Explain: _____
75. **WOOD INFESTATION:**
76. Are you aware of any of the following:
 77. Past presence of termites or other wood destroying organisms on the Property?
 78. Current presence of termites or other wood destroying organisms on the Property?
 79. Past or present damage to the Property by termites or other wood destroying organisms?
 Explain: NA
80. Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?
 81. If yes, date last treatment was performed: _____
 82. Name of treatment provider(s): _____
83. Is there a treatment warranty? (Attach a copy of warranty if available.)
 84. If yes, is the treatment warranty transferable? NA
85. **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history. www.sb.state.az.us**
86. **HEATING & COOLING:**
87. Heating: Type(s) Electric Heat Pump
 88. Approximate Age(s) 2013 - upper level unit. Lower level original
 89. Cooling: Type(s) Heat Pump
 90. Approximate Age(s) 2013 Upper level lower original.
91. Are you aware of any past or present problems with the heating or cooling system(s)?
 Explain: replaced upper level 2013
92. **PLUMBING:**
93. Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?
 94. If yes, identify: _____
95. Are you aware of any past or present plumbing problems? Explain: Slow flowing toilet upper guest bath.
96. Are you aware of any water pressure problems? Explain: low in kitchen
97. Type of water heater(s): Gas Electric Solar Approx. age(s): _____
98. Are you aware of any past or present water heater problems? Explain: _____
99. Is there a landscape watering system? If yes, type: automatic timer manual both
100. If yes, are you aware of any past or present problems with the landscape watering system?
 Explain: NA
101. Are there any water treatment systems? (Check all that apply):
 water filtration reverse osmosis water softener Other _____
102. Is water treatment system(s) owned leased (Attach a copy of lease if available.)
103. Are you aware of any past or present problems with the water treatment system(s)?
 Explain: NA

Initials >

BUYER	BUYER
-------	-------



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

YES NO

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

120. Does the Property contain any of the following? (Check all that apply):

121. Swimming pool Spa Hot tub Sauna Water feature

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

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

124. Explain: _____

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

126. Are you aware of any past or present problems with the electrical system? Explain: some outlets may not work

127. _____

128. Is there a security system? If yes, is it (Check all that apply):

129. Leased (Attach copy of lease if available.) Owned Monitored Other _____

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

131. _____

132. Does the Property contain any of the following systems or detectors?(Check all that apply):

133. Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector

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

135. _____

136. **MISCELLANEOUS:**

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

138. _____

139. Are you aware of or have you observed any of the following on the Property? (Check all that apply):

140. Scorpions Rabid animals Bee swarms Rodents Reptiles Bed Bugs Other: _____

141. Explain: Bees removed. Spiders - no scorpions in the past year

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

143. Name of service provider(s): _____ Date of last service: _____

144. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 159.)

145. Explain: Kitchen remodel, down stairs

146. DATE 2013

147. _____

148. _____

149. _____

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

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

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

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

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

155. Was the work completed? Explain: NO

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

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

158. _____

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

160. Explain: _____

161. _____

>>

Initials:

BUYER	BUYER
-------	-------



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

UTILITIES

162. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES	NO	PROVIDER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity: <u>SRP</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable / Satellite: <u>Century Link</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internet:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Telephone: <u>Republic Services</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Collection: <u>Rural Metro</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Irrigation:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Source:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private water co. <input type="checkbox"/> Hauled water: <u>EPCOR</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Private well <input type="checkbox"/> Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum.

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

178. Are you aware of any past or present drinking water problems? Explain: _____

179. _____

180. U.S. Postal Service delivery is available at: Property Cluster Mailbox Post Office Other _____

181. Are there any alternate power systems serving the Property? (If no, skip to line 190.)

182. If yes, indicate type (Check all that apply):

183. Solar Wind Generator Other _____

184. Are you aware of any past or present problems with the alternate power system(s)? Explain: _____

185. _____

186. Are any alternate power systems serving the Property leased? Explain: _____

187. _____

188. If yes, provide name and phone number of the leasing company (Attach copy of lease if available): _____

189. _____

ENVIRONMENTAL INFORMATION

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	190. Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
<input type="checkbox"/>	<input type="checkbox"/>	191. <input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Dampness/moisture <input type="checkbox"/> Other
<input type="checkbox"/>	<input checked="" type="checkbox"/>	192. Explain: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	193. 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):
<input type="checkbox"/>	<input type="checkbox"/>	194. <input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Other _____
<input type="checkbox"/>	<input type="checkbox"/>	195. Explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	196. _____

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.

199. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

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

201. Odors Nuisances Sand/gravel operations Other _____

202. Explain: _____

203. 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)?

204. _____

NOTICE TO BUYER: The Arizona Board of Technical Registration (BTR) maintains a list of unremediated sites at www.azbtr.gov. To determine if the property was once on the list but has been remediated, contact the BTR.

Initials: _____
 BUYER BUYER



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

YES NO

207. Are you aware if the Property is located in the vicinity of a public or private airport?
208. Explain: _____

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

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

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

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

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

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

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

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

241. Are you aware of any water damage or water leaks of any kind on the Property? Explain: patio deck
242. garage before roof repair

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

SEWER/WASTEWATER TREATMENT

YES NO

245. Is the entire Property connected to a sewer?

246. If no, is a portion of the Property connected to a sewer? Explain: _____
247. _____

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

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

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

252. Name of Provider: City of Fountain Hills Sanitary District >>

Initials

BUYER BUYER



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

- YES NO
253. Are you aware of any past or present problems with the sewer? Explain: _____
254. Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 287.)
255. If yes, the Facility is: Conventional septic system Alternative system; type: _____
256. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
257. If yes, name of contractor: _____ Phone #: _____
258. Approximate year Facility installed: _____ (Attach copy of permit if available.)
259. Are you aware of any repairs or alterations made to this Facility since original installation?
260. Explain: _____
261. _____
262. Approximate date of last Facility inspection and/or pumping of septic tank: _____
263. Are you aware of any past or present problems with the Facility? Explain: _____
264. _____

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

OTHER CONDITIONS AND FACTORS

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

ADDITIONAL EXPLANATIONS

270. _____
271. _____
272. _____
273. _____
274. _____
275. _____
276. _____
277. _____
278. _____
279. _____

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

284. _____ *8/15/16* _____
 ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
 Sharon A. Weber

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

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

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

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

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

