



## **WE NOTICE OUR BUYERS AND SELLERS"**

### **DISCLOSURES AND RECOMMENDATIONS**

You are now in possession of Long Realty Company's "We Notice Our Buyers and Sellers" disclosures and recommendations booklet which will assist you in better understanding the key resources available and steps necessary to successfully complete your real estate transaction.

As you examine the material in this disclosure booklet, here is what to look for inside:

- The Affiliated Business Arrangement Disclosure Statement and Receipt.
- Anti-Fraud Alert & Disclosure.
- Disclosures and Recommendations.
- Homeowners Association Disclosure.
- The Lead Based Paint Brochure.
- Military and Public Airport Vicinities and Arizona Department of Water Quality Websites.
- A Comparison to taking title in Arizona and Common Ways to take title in Arizona.
- Arizona "Good Funds" Law - Disbursement of Funds Information.
- Helpful Telephone Numbers for Consumers.
- Information on Home Warranty Protection Plans.
- Swimming Pool Barrier Laws- How to prevent drowning or near drowning.

#### **ACKNOWLEDGEMENT OF RECEIPT:**

The undersigned acknowledges receipt of all 38 pages of this "WE NOTICE OUR BUYERS AND SELLERS/DISCLOSURES AND RECOMMENDATIONS" advisory booklet. The undersigned further acknowledges that there may be other items or issues of concern involved in the purchase or sale of real property not listed in this advisory booklet. The undersigned is responsible for making all necessary inquiries and disclosures and consulting the appropriate persons or entities prior to the purchase or sale of any property.

The information in this advisory booklet is provided with the understanding that it is not intended as a substitute for legal or other professional services or advice. These advisory materials and disclosures have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

**Please sign and return to your Agent**

June 2022

## Affiliated Business Arrangement Disclosure Statement

To: \_\_\_\_\_ Property: \_\_\_\_\_  
 From: \_\_\_\_\_ Date: \_\_\_\_\_

This is to give you notice that Roy H. Long Realty Company, Inc. doing business as Long Realty Company (□Long Realty Company□), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Southwest Settlement Services, LLC doing business as Agave Title Agency (□Agave Title Agency□), HomeServices Insurance, Inc. (□HSI□) doing business as Long Insurance Group (□Long Insurance Group□), Title Resources Guaranty Company (□TRG□), and Vanderbilt Mortgage and Finance Inc. doing business as Silverton Mortgage (□Silverton Mortgage□) are part of a family of companies (the □Affiliated Companies□) owned by Berkshire Hathaway, Inc. (□Berkshire Hathaway□), and each may refer to you the services of another. Long Realty Company, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Agave Title Agency, and Long Insurance Group are each wholly owned by HomeServices of America, Inc., either directly or through one or more subsidiaries. HomeServices Title Holdings, LLC, a wholly-owned subsidiary of HSoA, indirectly owns 9.5% of TRG. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while Long Realty Company is not affiliated with American Home Shield Corporation, it does advertise them for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Service Provider	Service Provided	Charge or Range of Charges
Long Realty Company	Broker's Commission	\$300 - \$735 plus 7% - 10% of the sales price
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,199 (2% of loan amount on some bond products)
	Appraisal	\$425 - \$1,102
	Third Party Fees	\$33 - \$215 (credit report, tax service fee, flood cert fee)
Agave Title Agency	Escrow Fee	\$455 - \$1,430, depending on sales price up to \$1m (fees for sales prices over \$1m may significantly exceed this range and are also dependent upon total sales price)
	Settlement Fee	\$175 per new loan
	Closing Protection Letter Fee	\$25
	Processing Fee	\$300
	Lender's Policy (may be provided by TRG)	\$1.93 - \$18.00 per \$1,000 of coverage, based on type and total amount (minimum \$592)
	Owner's Policy (maybe provided by TRG)	\$1.61 - \$15.00 per \$1,000 of coverage, based on type and total amount (minimum \$493)
Long Insurance Group*	Homeowner's Insurance	\$300 - \$1,500 annual premium, depending on product and associated risk assessments (e.g., age of home, past claims of the insured, etc.)
Silverton Mortgage	Loan Origination Fee	0 □ 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900
American Home Shield	Home Warranty	\$475 - \$2,180, depending on property and coverage options

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Signature \_\_\_\_\_ (Date) \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_

\* In rare cases, your insurance policy may instead be issued by Long & Foster Insurance Agency, Inc., an affiliate of HSI, or under another of its trade names. HSI's trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, ReeceNichols Insurance and Trident Insurance Agency.



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**Client copy**

June 2022

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Signature \_\_\_\_\_ (Date) \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_

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### Anti-Fraud Alert & Disclosure

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Long Realty Company has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

**BE AWARE:** EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

**Long Realty Company will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers. Any such request must come directly from your escrow officer.**

The risk factor is huge when you are talking about a down payment or full payment of a real estate purchase. To avoid becoming a victim:

**YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION.**

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM Long Realty, do not respond to it and immediately contact your Long Realty agent. Such requests, even if they may otherwise appear to be from Long Realty, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.**

**Remember: Long Realty Company will never send you any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.**

To notify Long Realty Company of suspected fraud related to your real estate transaction, immediately notify your Long Realty agent and contact: **fraud@longrealty.com**.

**Please assist us in our anti-fraud prevention efforts and do not let your guard down. Thank you!**

## **“WE NOTICE OUR BUYERS AND SELLERS” DISCLOSURES AND RECOMMENDATIONS**

When buying or selling a residential property or a parcel of land, there will be other documents besides those which are provided in this packet that you will receive from other sources. Here is a partial list of documents or disclosures that you can expect to receive prior to the close of escrow:

1. **PURCHASE CONTRACT:** Carefully read all purchase contract documents, addenda, counteroffers and disclosure statements to understand your legal rights and obligations prior to submitting an offer. Consult with an Arizona real estate attorney regarding any questions or concerns about your legal rights and obligations.

### **CONTINGENCY WAIVERS:**

The Purchase Contract contains numerous contingencies, including, but not limited to, the loan contingency, appraisal contingency, and inspection contingency. These are important contingencies and were added for your protection, waiving any contingency in conjunction with the offer could have adverse consequences and may even result in placing the buyer's Earnest Money at risk or incurring monetary damages should Buyer decide to not purchase after contract acceptance. Buyer are advised to weigh the risks and consult with independent legal counsel prior to offering to waive any contractual contingency.

2. **SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS):** Unless otherwise agreed, a Seller will provide the Buyer with a signed disclosure questionnaire in which the Seller itemizes all past, present and future KNOWN material facts and conditions of the property. The SPDS is a standard form prepared by the Arizona Association of REALTORS® for Residential, Commercial and Vacant Land/Lot unimproved properties. Your real estate agent is not responsible for verifying the accuracy of the items on the SPDS. Therefore, read the SPDS over carefully and ask your agent questions regarding anything you do not understand.

Check out blank spaces, unclear answers and any other information important to you.

3. **PROFESSIONAL HOME INSPECTION REPORT:** A professional property inspection is always recommended to identify material defects at a property. The Arizona Board of Technical Registration lists certified home inspectors available to perform property inspections at [www.btr.state.az.us](http://www.btr.state.az.us). In addition, buyer may want to “google” their prospective home inspector to obtain more information. The inspector will generally provide a report which should be carefully reviewed by the parties to the transaction. After reviewing the home inspection report, a Buyer may wish to conduct additional inspections of the matters addressed in the report such as the pool, roof, plumbing, electrical, sewer scope, HVAC, mold, structure, etc.
4. **BANK OWNED PROPERTY (REO's), INVESTOR OR ESTATE SALES:** Buyers are advised that in some transactions, such as Bank Owned Property (REO), Investor or Estate sales, the “Seller” may decline to provide a completed Seller Property Disclosure Statement (SPDS), Resale Disclosure Affidavit or other relevant document. In such an event, Buyers may ordinarily cancel the transaction within the inspection period or continue to complete the transaction. Long Realty advises Buyers in such transactions to review the information that would have been provided with a completed SPDS or Resale Affidavit and conduct diligent efforts to confirm any and all information that could have been contained in these documents during the inspection period.
5. **SHORT SALES:** Buyers and Sellers who are contemplating a Short Sale should review with their real estate agent the options available to them in lieu of a short sale, the typical steps necessary for the Seller to obtain short sale approval from the Seller's creditors, the likely time required to gain lender approval, and the Buyer's rights as specified in the Short Sale Purchase Addendum, prepared by the Arizona Association of REALTORS®. Long Realty advises Sellers contemplating a Short Sale to consult with their tax and legal

experts regarding possible IRS tax provisions or potential issues regarding the loan payoff and/or deficiency that may be involved with a Short Sale. The Short Sale Seller Advisory prepared by the Arizona Association of REALTORS® and the Arizona Department of Real Estate at: [www.aaronline.com](http://www.aaronline.com) or [www.longrealty.com](http://www.longrealty.com) contains useful information regarding this process.

6. **TERMITES AND OTHER PESTS:** Termites, scorpions, bees, pack rats, black widow spiders, cockroaches, rattlesnakes and other pests are common in Southern Arizona. Buyers should review the Seller's Property Disclosure Statement (SPDS) to determine if the Seller discloses a wood infestation history at the property. Long Realty Company advises Buyers to thoroughly investigate for the past and current presence of such pests and any wood-destroying organisms or insects with licensed pest control professionals and to discuss any damage they may have caused with other qualified inspectors. If a current termite insurance warranty is in force, it may be transferable to the Buyers prior to the close of escrow. A fee may be necessary to transfer an existing termite insurance warranty contract from Sellers to Buyers. For termite treatment history, information may be obtained online from the Arizona Office of Pest Management (OPM) at <https://tarf.azda.gov/index.php> or at (602)-542-4373.
7. **ROOF INSPECTION REPORT:** A roof inspection by a licensed roofer is highly recommended to examine the roof structure and conditions conducive to water penetration. The inspector will generally provide a written report which should be carefully reviewed by the parties to the transaction.
8. **INSURANCE CLAIMS STATEMENT OR CLUE REPORT:** The purchase contract will generally require a Seller to provide a list of any insurance claims for the past five years, or for the length of time the Seller has owned the property, if less than five years. Typically, this information is provided in a report but may also be in the form of a letter of experience from the Seller's insurance agent. This report indicates whether Sellers have made insurance claims against their homeowners' hazard

insurance policy in the last five years, which may affect the future insurability of the property. A Buyer may request a copy of a CLUE report or its equivalent when making an offer to purchase. Buyers are further advised to consult with their own homeowners' insurance company during the inspection period to determine the insurability of the subject property. Your insurance agent may also be able to assist you in obtaining information regarding fire, flood, or other past damage to the property.

9. **POLYBUTYLENE PLUMBING:** Polybutylene pipe (PB) was often used by builders in homes built between 1978 and 1995. With time, PB pipes may break down under chlorine and heat and begin to leak around fittings. A Buyer should consult with a professional inspector whether the property has PB pipe (usually gray with fittings of gray or white plastic) or copper. If the property has PB pipe, Long Realty advises Buyers to use a licensed plumber to determine the status of the plumbing in the home they wish to purchase. Buyers may also wish to investigate whether a home protection warranty and/or standard homeowner's hazard insurance policy may cover some but not all of the cost of repairs in the event of a plumbing leak.
10. **MOLD:** If a property has had water damage or infiltration, mold issues may exist as most varieties of mold thrive on moisture. Testing and remediation may be necessary in the event there is evidence of past or present moisture penetration from the roof or windows, flooding or standing water, plumbing leaks or from other water intrusions. In the event one or more of these events is discovered or disclosed, Long Realty advises Buyers to hire an environmental expert to conduct specific tests or suggest appropriate remediation.
11. **LEAD-BASED PAINT DISCLOSURE:** By law, a Seller must provide a disclosure of information on lead-based paint or lead paint hazards on properties constructed before January 1, 1978. The Buyer will also be provided with a 10-day opportunity to conduct a risk assessment or inspection. A Buyer must also be provided with a copy of the EPA approved booklet entitled Protect Your Family from Lead-Based Paint in

Your Home; this Brochure is included herein. For properties constructed before January 1, 1978, Buyers and Sellers are advised to use certified contractors to perform renovation, repair or painting projects that may disturb lead-based paint to prevent lead contamination. EPA approved renovation firms may be found for your local area at [www.epa.gov/lead](http://www.epa.gov/lead).

12. AIRPORT DISCLOSURES: By law, a map must be provided to a Buyer who purchases property located within the designated territory in the vicinity of a military airport and/or a public airport(s), if applicable. You can obtain information regarding Airport Vicinity at Military Airport Vicinities at <https://azre.gov/military-airports> and Public Airport Vicinities and Boundaries at <http://azre.gov/public-airports>. Please review these maps during your inspection period.

13. PRELIMINARY TITLE COMMITMENT: This is a report issued by the title company pertaining to the property being purchased which includes: copies of recorded liens, easements, claims, notices, restrictions, mineral rights, and other recorded documents relating to the property. The commitment will also include any conditions, limitations or requirements that must be met in order to insure the title to the property. Always review your preliminary title commitment and any accompanying recorded documents upon receipt of this report. Consult with your escrow officer with any questions or concerns relating to this report.

Buyers of vacant land should consider the purchase of an extended ALTA policy to cover title risks that might apply to the land.

14. HOA GOVERNING DOCUMENTS: These include Covenants, Conditions & Restrictions (CC&Rs), Articles of Incorporation and By-Laws of the Homeowners' Association (HOA) which may be provided to the Buyer by the title company. These documents should be reviewed upon receipt.
15. HOMEOWNERS' ASSOCIATION "RESALE" STATEMENT: By law, this is a statement provided by a Seller or by the HOA to the Buyer of a townhouse, condo, or a property governed

by a homeowners' association will provide important information on the unit itself and the subdivision in which it is located. See A.R.S. §33-1260 and §33-1806. A listing of the disclosure items which must be provided to the Buyer is enclosed and is entitled: "Homeowners Association Disclosure." Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees.

16. SUBDIVISION DISCLOSURE REPORT (Public Report): If the property is located within a subdivision (where land has been or will be divided into six or more lots) a Public Report should be on file with the Arizona Department of Real Estate which has material information about the subdivision in which the property is located. Public Reports are available on the ADRE website: [www.azre.gov](http://www.azre.gov). Buyers and Sellers of six or more lots should confirm with the ADRE in advance whether the sale or purchase of such lot(s) will require a new or updated public report prior to putting any lot on the market.

17. RESALE DISCLOSURE AFFIDAVIT (Affidavit of Disclosure): By law, a Seller of five or fewer parcels of unsubdivided land in an unincorporated area of a county must furnish a notarized affidavit of disclosure to the Buyer at least seven days before the transfer of the property. This requirement applies to parcels even if they have a residence or other improvements on them. A standard form approved by the Arizona Legislature will be used to make the required written disclosure. Long Realty advises Buyers to consult with a legal advisor regarding the Affidavit with any questions or concerns they may have about the disclosure.

18. VACANT LAND: Buyer's should conduct extra due diligence when purchasing vacant land. If the Seller has a recent survey, a Buyer should examine it to determine if it adequately describes the boundaries, total acreage, and access to the property. If there is no survey, Buyers should arrange for a survey of the property during their inspection period. The Buyer should investigate the location of and distance to all utility hook-ups from the lot line and access to local water service. Utilities may



include gas, water, electricity, telephone, sewer and cable and, if a sewer is not available, Buyers may request or obtain percolation tests for a septic system. Costs may be charged by any governmental entity, utility provider or property owners association with respect to any proposed construction or improvements; this should be investigated by Buyer during the inspection period. Buyers should satisfy themselves as to the status of zoning, easements and physical access to the property. They should review any road maintenance agreements, well agreements and possible encroachments and consult with an attorney to review any issues that might affect their intended use of the land.

19. SURVEY: If property boundaries are a concern, a survey may be warranted. For example, a survey may be advisable if there is an obvious use of a property by others (i.e., a well-worn path across a property and/or parked cars on the property) or fences or structures of adjacent property owners that appear to be built on the property. GIS aerial maps should not be relied on to confirm lot lines. For more information, visit the Arizona Professional Land Surveyors website at [www.azpls.org](http://www.azpls.org). A list of surveyors may be obtained from the Board of Technical Registration at [www.btr.state.az.us](http://www.btr.state.az.us).
20. COUNTY ASSESSOR/TAX AND OTHER PUBLIC RECORDS: Public records often contain important information relating to a property, including the assessed value of the property for tax purposes and some of the physical aspects of the property, such as the reported square footage. The date-built information in the Assessor's records can be either the actual or effective/weighted age if the residence has been remodeled. Records can be found at [www.asr.pima.gov](http://www.asr.pima.gov) or [www.pinalcountyaz.gov](http://www.pinalcountyaz.gov). All information on the website should be verified for accuracy. The Seller may have made repairs or added a room to the property. The Buyer should feel comfortable that the remodeling work was properly done or have an expert evaluate the work. Request copies of permits, invoices or other documentation regarding the work performed. Buyer should also research and verify permits either online or in person through the county and/or municipality. Square footage on the MLS

printout or as listed by the County Assessor's records is often only an estimate and generally should not be relied upon for the exact square footage in a property. An appraiser or architect can measure the property's size to verify the square footage.

21. FLOOD ZONE: The Federal Emergency Management Association (FEMA) has embarked on a nationwide program to modernize and update its current flood hazard maps. FEMA has determined that areas within Southern Arizona, especially parts of Cochise County, Santa Cruz County and Pima County, particularly areas affecting the Town of Marana, may be added to floodplain designations which are associated with a higher risk of flooding. Residents in those areas may be required to purchase flood insurance for their homes and businesses. Floodplain maps and flood insurance information may be viewed online. See [www.fema.gov](http://www.fema.gov), [www.floodsmart.gov](http://www.floodsmart.gov). The municipality in which the property is located may additionally have its own floodplain designations and building restrictions. Check with the City of Tucson, Oro Valley, Green Valley, Sahuarita, Marana, <http://pcmaps1.pima.gov/mapps/rfcd/parcelsearch/>, <http://pinalcountyaz.gov/PublicWorks/FloodControl/Pages/FloodInfoRequest.aspx> and/or <https://casagrandeaz.gov/documents/> for additional information.
22. SWIMMING POOLS AND SPAS: Pursuant to A.R.S. § 36 1681(E), all prospective pool owners must receive a notice explaining the Arizona Department of Health Services' recommendations on residential pool safety. In addition, Buyer needs to verify the county and municipality requirements regarding pools. This notice is included with this booklet along with information on local pool barrier laws.
23. SOLAR PANELS: Sellers and Buyers of homes with leased or financed solar panels should be advised that presence of solar panels will generally require approval of the buyer's credit by the solar panel company or the Seller's prepayment of the balance of the solar panel contract and the power purchase agreement. Sellers or buyers who have questions about the Solar Lease or Power Purchase Agreement are advised to consult with their own legal advisor.
24. SEPTIC AND ON SITE WASTEWATER TREATMENT FACILITIES: If the property is not



connected to a public sewer, it is probably served by an on-site wastewater treatment facility (septic or alternative system). A qualified inspector must inspect any such facility within six months prior to transfer of ownership. Such inspections do not include the lines from the house to the system, so Buyers should also consider inspecting these pipes. For information on current inspection and transfer of ownership requirements, contact the specific county environmental/health agency where the property is located or the Arizona Department of Environmental Quality at [www.azdeq.gov](http://www.azdeq.gov).

25. SEWER LINES: The sewer line from the street to the house is generally the property owner's responsibility. Buyers should conduct a sewer scope to investigate the functionality of the existing sewer line during the inspection period to determine whether repairs or replacement may be needed.
26. WATER AND WELL Issues: Buyers should investigate the availability and quality of the water and water sources to the property during the inspection period. If a property is not located within a subdivision, there may be limited or no access to public water. Information regarding existing wells may be accessed at <http://www.azwater.gov/azdwr/watermanagement/Wells>
27. SOIL PROBLEMS: Properties built on certain soils may experience significant movement causing a major problem. If the property is subject to any such soil conditions or if the Buyer has any concerns about the soil condition or observes evidence of cracking, the Buyer should secure an independent assessment of the property and its structural integrity by a licensed, bonded, and insured professional engineer. Additional information may be found at <http://www.azgs.az.gov/> A list of state certified professional engineers and firms can be found at [www.btr.state.az.us](http://www.btr.state.az.us).
28. PREVIOUS FIRE/FLOOD: If there has been a fire or flood on the property, Buyers should review this information and investigate any possible future problems or repairs that may be required as a result of the fire or water damage during the inspection period. An insurance agent may be of assistance in providing

information regarding past fire or water damage and what impact that may have on the cost of, or insurability of, the property.

29. HOME WARRANTY: If a home warranty is to be provided in connection with the sale of the property, Buyers should review the policy for information regarding the coverage that is provided and limitation information. Information on home warranty companies is included with this booklet.
30. DEATHS AND FELONIES ON A PROPERTY: Sellers and real estate licensees have no liability for failure to disclose a property was the subject of a natural death, suicide, murder or felony. A.R.S. §32-2156. Law enforcement may be able to provide you with information related to calls made to the property address. Information on criminal activity at or near a property may also be accessed through: <https://communitycrimemap.com/>.
31. SEX OFFENDERS: By Arizona law, a Seller or broker is not required to disclose whether a registered sex offender has been the subject of a neighborhood flyer notification program by local authorities. Information regarding registered sex offenders (from June 1996 to present) may be found at the offices of the Tucson Police Department or the Pima County Sheriff's Department. Information may also be obtained at [http://www.azdps.gov/Services/Sex\\_Offender/](http://www.azdps.gov/Services/Sex_Offender/).
32. DRUG LABS: Some properties may have residual contamination arising from the illegal manufacture of methamphetamine and/or other drugs which presents a risk health hazard. Buyer should consider investigating this.
33. RADON: Radon is a natural hazard that may be found in soil and underlying rock formations in sites around the Arizona. A "Homeowners Guide to Geologic Hazards" disclosure by the Arizona Geological Survey may be found at [www.azgs.az.gov](http://www.azgs.az.gov) or by calling the Tucson office of AZGS at 520-621-2470. If this matter is of material interest, Buyers should arrange for Radon testing during their inspection period.

34. SUPERFUND MAP METRO-TUCSON PROGRAM SITES: The Arizona Department of Environmental Quality (ADEQ) has published its "Superfund Map,". It depicts the locations and site boundaries of federal Superfund, WQARF and DOD sites. For information for metro-Tucson or other sites throughout the state, Buyers are advised to visit [www.adeg.state.az.us](http://www.adeg.state.az.us) to specifically research the property.
35. INTERNET/CABLE/WIRELESS RECEPTION: Internet and cable access and wireless reception may be limited or even not available at certain properties. If this type of access and reception is important to a Buyer, it should be investigated during the Inspection period.
36. GOLF COURSE DISCLOSURE: Buyers are advised to investigate the status and operation of any local golf course which may be of material interest prior to writing a purchase contract, or during the due diligence Inspection Period specified within the Purchase Contract. Financial or other considerations, if any, may affect the current condition or future operation of a particular golf course.
37. LOAN STATUS: Unless a Buyer is paying cash, the Buyer must qualify for a loan to complete the purchase. A Buyer should complete a loan application with a lender before making an offer on a property if at all possible. It will be the buyer's responsibility to deposit any down payment and ensure that the buyer's lender deposits the remainder of the purchase price into escrow.

Buyers should make sure all requested documentation is provided in a timely manner to the lender or escrow agent as soon as possible and verify their lender will deliver the necessary funds and/or provide any necessary approvals by the scheduled closing date. **If the parties are notified, or have reason to believe, they will not be able to close by the scheduled closing date, they must immediately notify their Long Realty sales associate.**



## **FAIR HOUSING DISCLOSURE**

Long Realty Company, its employees and sales associates support the right to Fair Housing for all. We shall not discriminate on the basis of race, color, sex, religion, handicap, familial status, national origin or sexual orientation in the marketing or selling of residential, lot, land or commercial properties. To report housing discrimination, please contact the Designated Broker for Long Realty Company at 520-918-5444.

### **FOR SELLERS- LONG REALTY'S RECOMMENDATIONS FOR DISCLOSURES:**

Under Arizona law, Sellers are obligated to disclose all known material (important) facts about the property to the buyer. A Seller should complete the written disclosure, Seller's Property Disclosure Statement (SPDS) and Affidavit of Disclosure, if applicable, at the time the listing employment agreement is signed and submit it to the Seller's real estate agent. In the event the Seller learns new information about the property, or conditions at the property change, the SPDS should be updated so that all material information about the property can be disclosed to the Buyer. When in doubt, **DISCLOSE.**

### **FOR BUYERS-LONG REALTY'S RECOMMENDATIONS FOR INSPECTIONS:**

Long Realty Company and its sales associates do not have expertise as home inspectors, termite inspectors, electricians, plumbers, roofers, HVAC technicians, pool contractors, soils or structural engineers, land surveyors, property appraisers, insurance agents, radon or mold investigators. Failure to conduct inspections for such items prior to the close of escrow may prove costly to remediate if discovered after escrow closes. Buyers are advised to hire experts to conduct such tests.

In making a real estate purchase, Buyers must exercise their own DUE DILIGENCE. Long Realty advises Buyers to conduct inspections for any items they deem material to their purchase during the inspection period. As a buyer, it is your responsibility to investigate all material facts of interest to you, to thoroughly examine the condition of the property and to conduct all desired inspections. Long Realty strongly advises you to consult with experts to get the facts you need before you decide to buy.

Long Realty Company strongly advises Buyers to hire qualified professional inspectors to determine the condition of the property or improvements, conduct all inspections and due diligence desired, and to verify all information contained in the Seller's Property Disclosure Statement (SPDS), other disclosure documents or Seller Warranties, and the property MLS Flyer/Listing Sheet.

**WALK-THROUGH:** Buyers should always conduct a final walk-through inspection of the property prior to the close of escrow. After an extended closing period of more than 30 days, Buyers should obtain a second or "updated" wood infestation inspection report, at the Buyers' expense, for review prior to the final walk through inspection of the property.

## Items that all Buyers should check out before the purchase of any property include, but are not limited to:

- **HOME INSPECTION REPORT:** Have a home inspection conducted on the home by a qualified, certified home inspector. Visit [www.btr.state.az.us](http://www.btr.state.az.us) to learn more.
- **ROOF:** A roof inspection by a licensed roofer is highly recommended.
- **TERMITES AND OTHER PESTS:** Use a licensed pest inspector to check for termites, conditions conducive to termite infestation and for rodents, insects or bees. Check with the Arizona Office of Pest Management at <https://tarf.azda.gov/index.php?ckset=ok>, for a history of termite treatments at the property.
- **PLUMBING:** Use a licensed plumber to check for leaks and assess what plumbing repairs or replacements may be recommended of older or polybutylene pipes. Consider having the sewer lines from the house to the street scoped for roots or breaks in the pipes.
- **MOLD:** Consider using a certified mold inspector to conduct a mold inspection.
- **LEAD PAINT:** Check for any lead-based paint hazards on homes build prior to 1978.
- **CRACKS/SETTLEMENT:** Use a structural engineer to check for foundation cracks and soil conditions conducive to settlement.
- **INSURANCE:** Confirm the insurability of the property with your homeowner's insurance agent during the inspection period. Review the insurance claim history provided by the Seller.
- **PUBLIC RECORDS:** Check for building permits for any room additions, enclosures, outbuildings or structural changes.
- **SQUARE FEET:** Verify square footage measurements of the home, garage and any other structures as well as the lot.
- **LOT LINES:** Use a land surveyor to verify property lines, boundaries, possible encroachments, legal access and other land/lot issues.
- **PERMITTED USES:** Verify zoning and permitted uses, and any Covenants, Conditions and Restrictions (CCRs) which may apply to the property. Please note CCRs may apply to the property even if it is not within a Homeowners Association.
- **FLOOD ZONE:** Confirm floodplain status and whether flood insurance will be required. Be sure and investigate FEMA floodplain status as well local jurisdiction.
- **SEWER/SEPTIC:** Verify whether the property is on sewer or septic. Confirm functionality of existing sewer line and certify the septic system, if applicable, with the appropriate professionals. Buyers may want to consider conducting a sewer scope. If the property is on septic, Buyers please note that the inspection of the septic system does not include the line from the house to the system and may want to consider conducting a scope to verify the functionality of this line.
- **POOL SAFETY:** Use a pool expert to inspect a pool or spa and to determine if they comply with AZ and local jurisdiction barrier laws.
- **SOLAR EQUIPMENT:** Verify what payments and approvals may be required to assign solar lease obligations. Buyers should receive and review the Seller's solar lease during their due diligence time period.
- **INTERNET/CABLE/WIRELESS:** Check out access to cable, internet and wireless accessibility.
- **WATER:** Buyers should investigate the availability and quality of the water and water sources to the property during the inspection period. If on a well, Buyers should conduct a well inspection.
- **HOA:** Check the rules, transfer requirements and assessments in a HOA association when applicable.
- **ENVIRONMENT:** Check out environmental or neighborhood conditions, superfund sites or waste dumps that may affect your enjoyment of the property. A helpful website to obtain some of this information is <http://gisweb.azdeq.gov/arcgis/emaps/?topic=superfund>.
- **NOISE:** Check for commercial or military airplane flight patterns and noise levels near the property. Visit Military Airport Vicinities at <https://azre.gov/military-airports> and Public Airport Vicinities and Boundaries at <http://azre.gov/public-airports> to learn more.
- **ROAD AND TRAFFIC CONDITIONS:** Check with your local regulatory agency to learn more about road and traffic conditions.

- CRIME: Check for crime statistics and registered sex offenders residing in the area. Some helpful websites are: Crime - <http://www.tucsonaz.gov/police/statistics>, <http://www.leagueaz.org/lgd> and <https://communitycrimemap.com/> and Sex Offenders- [http://www.azdps.gov/Services/Sex\\_Offender/](http://www.azdps.gov/Services/Sex_Offender/) and <http://www.nsopw.gov/en> . SCHOOLS: Investigate the schools and school district in which the property is located. Visit <http://www.azed.gov/> for more information.
- Neighborhoods: Talking to the neighbors can provide additional information regarding the history of the property. Also driving the neighborhood at different times and days of the week can provide information on the surrounding areas.
- HOME WARRANTY: If a home warranty is part of the sale (highly recommended), check out the coverage provided and exclusions.
- BUILDER QUALIFICATIONS: For new construction, verify whether the builder is a licensed Arizona contractor with the Registrar of Contractors: <http://www.azroc.gov/>

**Please request sufficient time in your Purchase Contract to obtain desired inspections, repairs or other remedies. Long Realty and its sales associates do not conduct property inspections or final walkthrough inspections for you.**



## **MARKET CONDITIONS ADVISORY:**

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

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

## **GOOD FUNDS LAW:**

Arizona law states that an escrow agent shall not disburse money from an escrow account until funds related to the transaction have been deposited and are made “good” in the escrow depository bank account. The escrow agent cannot provide proceeds to a Seller or record a transfer of title until money is available. Buyers should note that this law may affect the time needed for recordation, possession or the disbursement of real estate funds. A copy of “Good Funds” criteria is included in this booklet. Buyers should consult with their escrow officer for further details.

## **FOREIGN BUYERS & SELLERS:**

Long Realty advises Non-U.S. Citizens or Residents to investigate IRS tax regulations and other issues relating to the purchase or sale of U.S. real estate under the Foreign Investment in Real Estate Act of 1980, also known as the FIRPTA Law, with a qualified CPA or attorney.

## **SPANISH LANGUAGE TRANSLATIONS:**

The Arizona Association of REALTORS® has prepared Spanish language versions of select contract forms, including the Residential Resale Real Estate Purchase Contract, as a companion translation only and not to be signed and used as a transaction document. Interested Buyers may view this and other companion translation forms at [www.aaronline.com](http://www.aaronline.com). Select “Sample Forms” then click on “Spanish Translations.”

## **ARIZONA DEPARTMENT OF REAL ESTATE – BUYER ADVISORY:**

In conjunction with the Arizona Association of Realtors, the Arizona Department of Real Estate has published a directory of informational resources entitled the Buyer Advisory. The Buyer Advisory contains a wide range of helpful facts and linkages to related websites. Buyers may access the Buyer Advisory via [www.aaronline.com](http://www.aaronline.com) or [www.longrealty.com](http://www.longrealty.com). Long Realty advises Buyers to investigate the Buyer Advisory during the inspection period. <https://www.aaronline.com/manage-risk/buyer-advisory-3/>.

## **FEDERAL NOTICE:**

The Long Realty family of companies is providing this notice. Long Realty has title, mortgage and insurance affiliates that are committed to the highest quality of service. If you choose, however, you may limit Long Realty’s affiliated companies (Long Title Agency, Long Mortgage Company, and Long Insurance Group) from marketing their products or services to you based on your personal information that they receive from other Long Realty companies, such as your contact and transaction information. (Rest assured, we do not share your financial information with anyone.) Your choice to limit marketing offers from Long Realty’s affiliated companies will apply until you tell us to change your choice.

To limit marketing offers, contact us at **520-918-3820**.

# HOMEOWNERS ASSOCIATION DISCLOSURE

## UPON NOTICE OF UNIT RESALE

The Buyer of a residential unit within a planned community (A.R.S. §33-1806) or condominium (A.R.S. §33-1260) with **50** or more units must receive in writing from the Association the following disclosure items: or, in projects of **49** or less units, the Seller must provide in writing copies of the following disclosure items. The Buyer is allowed 5 days after receipt of the information to provide written notice to Seller of any items reasonably disapproved.

1. A copy of the bylaws and the rules of the association.
2. A copy of the declaration, including the Covenants Codes and Restrictions (CC&Rs).
3. A dated statement containing:
  - a. The telephone number and address of a principal contact for the association, which may be an association manager, an association management company, an officer of the association or any other person designated by the board of directors.
  - b. The amount of the common regular assessment and the unpaid common regular assessment, special assessment or other assessment, fee or charge currently due and payable from the selling member. If the request is made by a lienholder, escrow agent, member or person designated by a member pursuant to section(s) 33-1256 or 33-1807, failure to provide the information pursuant to this subdivision within the time provided for in this subsection shall extinguish any lien for any unpaid assessment then due against that property.
  - c. A statement as to whether a portion of the unit is covered by insurance maintained by the association.
  - d. The total amount of money held by the association as reserves.
  - e. If the statement is being furnished by the association, a statement as to whether the records of the association reflect any alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information regarding alterations or improvements that occurred more than six years before the proposed sale. Nothing in this subdivision relieves the seller of a unit from the obligation to disclose alterations or improvements to the unit that violate the declaration, nor precludes the association from taking action against the purchaser of a unit for violations that are apparent at the time of purchase and that are not reflected in the association's records.
  - f. If the statement is being furnished by the member (owner), a statement as to whether the member has any knowledge of any alterations or improvements to the unit that violate the declaration.
  - g. A statement of case names and case numbers for pending litigation with respect to the unit filed by the association against the member or filed by the member against the association. The member shall not be required to disclose information concerning such pending litigation that would violate any applicable rule of attorney-client privilege under Arizona law.
  - h. A statement that provides "I hereby acknowledge that the declaration, bylaws and rules of the association constitute a contract between the association and me (the purchaser). By signing this statement, I acknowledge that I have read and understand the association's contract with me (the purchaser). I also understand that as a matter of Arizona law, if I fail to pay my association assessments, the association may foreclose on my property." The statement shall also include a signature line for the purchaser and shall be returned to the association within fourteen calendar days.
4. A copy of the current operating budget of the association.
5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a summary of the report in lieu of the entire report.
6. A copy of the most recent reserve study of the association, if any.
7. A statement summarizing any pending lawsuits, except those relating to the collection of assessments owed by members other than the selling member, in which the association is a named party, including the amount of any money claimed.

A purchaser or seller who is damaged by the failure of the member or the association to disclose the information required by .... this section may pursue all remedies at law or in equity against the member or the association, whichever failed to comply with .... this section, including the recovery of reasonable attorney fees.

The association may charge the member a fee of no more than an aggregate of four hundred dollars to compensate the association for the costs incurred in the preparation of a statement or other documents furnished by the association pursuant to this section for purposes of resale disclosure, lien estoppel and any other services related to the transfer or use of the property.

**LONG REALTY COMPANY ADVISES BUYERS TO EXAMINE EACH ITEM LISTED ABOVE AND CONDUCT ANY FOLLOW UP INVESTIGATIONS DEEMED OF MATERIAL INTEREST.**

## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



## Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

March 2021

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

**Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

**Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

**If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

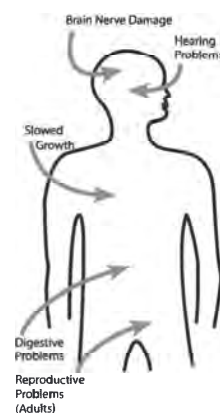
<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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### **Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

### **Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

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### **Lead in Drinking Water**

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### **Important Steps You Can Take to Reduce Lead in Drinking Water**

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatement is designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.



## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



COMMUNITY PROPERTY	JOINT TENANCY	TENANCY IN COMMON	TENANCY IN PARTNERSHIP	TITLE HOLDING TRUST
<b>PARTIES</b> Married individuals.	<b>PARTIES</b> Any number of persons.	<b>PARTIES</b> Any number of persons.	<b>PARTIES</b> Only partners (any number).	<b>PARTIES</b> Individuals, groups of person, partnerships or corporations, a living trust.
<b>DIVISION</b> Ownership & managerial interests are equal except control of business is solely with managing spouse.	<b>DIVISION</b> Ownership interests must be equal.	<b>DIVISION</b> Ownership can be divided into any number of interests equal or unequal.	<b>DIVISION</b> Ownership interest is in relation to interest in partnership.	<b>DIVISION</b> Ownership is a personal property interest & can be divided into any number of interests.
<b>TITLE</b> Title is in the "community." Each interest is separate but management is unified.	<b>TITLE</b> Sale by joint tenant severs joint tenancy.	<b>TITLE</b> Each co-owner has a separate legal title to his/her undivided interest.	<b>TITLE</b> Title is in the "partnership".	<b>TITLE</b> Legal and equitable title is held by the trustee.
<b>POSSESSION</b> Both co-owners have equal management and control.	<b>POSSESSION</b> Equal right of possession.	<b>POSSESSION</b> Equal right of possession.	<b>POSSESSION</b> Equal right of possession, but only for partnership purposes.	<b>POSSESSION</b> Right of possession as specified in the trust provisions.
<b>CONVEYANCE</b> Personal property (except "necessaries") may be conveyed for valuable consideration without consent of other spouse; real property requires written consent of other spouse, & separate interest cannot be conveyed except upon death.	<b>CONVEYANCE</b> Conveyance by one co-owner without the others breaks the joint tenancy.	<b>CONVEYANCE</b> Each co-owner's interest may be conveyed separately by its owner.	<b>CONVEYANCE</b> Any authorized partner may convey whole partnership property for partnership purposes.	<b>CONVEYANCE</b> Designated parties within the trust agreement authorize the trustee to convey property. Also, a beneficiary's interest in the trust may be transferred.
<b>PURCHASER'S STATUS</b> Purchaser can only acquire whole title of community; cannot acquire a part of it.	<b>PURCHASER'S STATUS</b> Purchase will become a tenant in common with the other co-owners in the property.	<b>PURCHASER'S STATUS</b> Purchaser will become a tenant in common with the other co-owners in the property.	<b>PURCHASER'S STATUS</b> Purchaser can only acquire the whole title.	<b>PURCHASER'S STATUS</b> A purchaser may obtain a beneficiaries interest by assignment or may obtain legal & equitable trust from the trust.
<b>DEATH</b> On co-owner's death, 1/2 belong to survivor in severalty. 1/2 goes by will to descendants devisee or by succession to survivor.	<b>DEATH</b> On co-owner's death his/her interest ends & cannot be disposed of by will. Survivor owns the property by survivorship.	<b>DEATH</b> On co-owner's death his/her interest passes by will to devisee or heirs. No survivorship rights.	<b>DEATH</b> On partner's death his/her interest passes to the surviving partner pending liquidation of the partnership. Share of deceased partner then goes to his/her estate.	<b>DEATH</b> Successor beneficiaries may be named in the trust agreement, eliminating the need for probate.
<b>SUCCESSOR'S STATUS</b> If passing by will, tenancy in common between devisee & survivor results.	<b>SUCCESSOR'S STATUS</b> Last survivor owns property.	<b>SUCCESSOR'S STATUS</b> Devisee or heirs become tenants in common.	<b>SUCCESSOR'S STATUS</b> Heirs or devisee have rights in partnership interest but not specific property.	<b>SUCCESSOR'S STATUS</b> Defined by the trust agreement, generally the successor becomes the beneficiary & the trust continues.
<b>CREDITOR'S RIGHTS</b> If passing by will, tenancy in common between devisee & survivor results.	<b>CREDITOR'S RIGHTS</b> Co-owner's interest may be sold on executive sale to satisfy creditor. Joint tenancy is broken. Creditor becomes a tenant in common.	<b>CREDITOR'S RIGHTS</b> Co-owner's interest may be sold on executive sale to satisfy his/her creditor. Creditor becomes a tenant in common.	<b>CREDITOR'S RIGHTS</b> Partner's interest cannot be seized or sold separately by his/her personal creditor but his/her share of profits may be obtained by a personal creditor. Whole property may be sold on execution sale to satisfy partnership creditor.	<b>CREDITOR'S RIGHTS</b> Creditor may seek an order for execution sale of the beneficial interest or may seek an order that the trust estate be liquidated & the proceeds distributed.
<b>PRESUMPTION</b> Strong presumption that property acquired by husband & wife is community.	<b>PRESUMPTION</b> Must be expressly stated.	<b>PRESUMPTION</b> Favored in doubtful cases except husband & wife case.	<b>PRESUMPTION</b> Arise only by virtue of partnership status in property placed in partnership.	<b>PRESUMPTION</b> A trust is expressly created by an executed trust agreement.



## COMMON WAYS TO TAKE TITLE IN ARIZONA



ARIZONA IS A COMMUNITY PROPERTY STATE. THERE IS A STATUTORY PRESUMPTION THAT ALL PROPERTY ACQUIRED BY HUSBAND AND WIFE IS COMMUNITY PROPERTY.

**COMMUNITY PROPERTY:** Community property is a method of co-ownership for married persons only. Upon the death of one of the spouses, the deceased spouse's interest will pass by either a will or intestate succession.

**COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP:** A community property with right of survivorship estate can be held by a husband and wife when created by express language in the vesting document. Upon the death of a spouse, the estate is vested in the surviving spouse and an Affidavit Terminating Right of Survivorship, together with a certified copy of the death certificate is recorded.

**CORPORATION:** Title may be taken in the name of a corporation provided that the corporation is duly formed and in good standing in the state of its incorporation.

**GENERAL PARTNERSHIP:** Title may be taken in the name of a corporation provided that the corporation is duly formed and in good standing in the state of its incorporation.

**JOINT TENANCY WITH RIGHT OF SURVIVORSHIP:** Joint tenancy is a method of co-ownership that gives title to the real property to the last survivor. Title to real property can be acquired by two or more individuals. If a married couple acquires title as joint tenants with right of survivorship, they must specifically accept the joint tenancy to avoid the presumption of community property.

**LIMITED LIABILITY COMPANY:** A limited company formed by two or more persons under the law of Arizona or another state. A limited liability company operates similar to a partnership with protection which is similar to a corporation. An Arizona limited liability company must be filed with the State of Arizona.

**LIMITED PARTNERSHIP:** A partnership formed by two or more persons under the laws of Arizona or another state and having one or more limited partners. A certificate of limited partnership must be filed in the office of the Secretary of State.

**SOLE AND SEPARATE:** Real property owned by a spouse before marriage or any acquired after marriage by gift, devise, descent, or specific intent. If a married person acquires title as sole and separate property, his or her spouse must execute a disclaimer deed.

**TENANCY IN COMMON:** A method of co-ownership when parties do not have survivorship rights and each owns a specific undivided interest in the entire title. Each co-owner has a separate title to his/her interest, and can transfer his/her interest without the other co-

This document is intended for information purposes only. Each particular method of taking title has certain legal and tax consequences, thus you are encouraged to obtain advice from your Attorney and/or Certified Public Accountant to determine which way is best for you.

(877) 774-1926 phone | [NewEscrow@AgaveTitle.com](mailto:NewEscrow@AgaveTitle.com) | [AgaveTitle.com](http://AgaveTitle.com)



REALTY  
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## PROVIDING THE SERVICES YOU NEED



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Prosperity Home Mortgage is one of the top lenders in Southern Arizona. Prosperity Home Mortgage is part of a nationally recognized company, HomeServices Lending, LLC, which is a wholly owned subsidiary of HomeServices of America, a Berkshire Hathaway Affiliate. HomeServices of America is the second largest full-service residential real estate brokerage firm and the largest brokerage-owned Core Service provider in the United States. Our Mortgage Consultants are located in every Long Realty office and are there to provide you with the top-notch products, pricing and customer service that you deserve. Our lending investors have products that cover a wide array of needs. Our goal is to put you in the right program for you, with competitive pricing and guide you through the lending process to make it smooth and easy.



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We established an in-house title agency in 2000 and expanded to escrow services in 2021, which are integral parts of real estate process. Agave Title Agency is dedicated to providing its customers with a seamless transaction and an excellent customer service experience. We work with three national underwriters. Old Republic Title Insurance Group has been the highest rated Title Insurance Company in the nation for 18 straight years and has been in existence for 101 years with a rating of A+ by Moody's, Standard, Poor's and Fitch. First American Title Insurance Company is a fortune-500 company, whose history dates back to 1889, with a rating of A by Moody's, Standard and Poor's and Fitch. Our third underwriter is Title Resource Group. TRG began business in 1984 as a Texas title insurance underwriter serving independent title insurance agents. It has since expanded into 28 states and the District of Columbia and continues to grow. Title Resources' financial stability status issued by Demotech, Inc. is A Prime.



(520) 918-6565  
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# Arizona Department of Financial Institutions



## SUBSTANTIVE POLICY STATEMENT

**Section: Escrow Agents**

**March 25, 2010**

**Subject: Funds Disbursement Statute**

**Policy Statement # EA-3**

This substantive policy statement is advisory only. A substantive policy statement does not include internal procedural documents that only affect the internal procedures of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules made in accordance with the Arizona administrative procedure act. If you believe that this substantive policy statement does impose additional requirements or penalties on regulated parties you may petition the agency under Arizona Revised Statutes § 41-1033 for a review of the statement.

Escrow Agents must not disburse money from an escrow account until funds related to the transaction have been deposited and are available in accordance with A.R.S. § 6-843.

### Disbursement Guide

Type of Deposit Into Escrow Agent's Depository Account	Same Day	Next Day * (1 <sup>st</sup> Business Day)	2 <sup>nd</sup> Day *	5 <sup>th</sup> Day *
Cash, Bank Wire, Electronic Payment or Transfer	X			
Cashier's, Certified Teller's, and Official Checks	X			
Checks made by an affiliate of a state or federally regulated depository institution where the check is drawn on the affiliated depository	X			
U.S. Treasury Checks, Postal Money Orders		X		

**Section: Escrow Agents**  
**Subject: Funds Disbursement Statute**  
**Page: 2**

**March 25, 2010**  
**Policy Statement # EA-3**

Type of Deposit Into Escrow Agent's Depository Account	Same Day	Next Day * (1st Business Day)	2nd Day *	5th Day *
Federal Reserve, Federal Credit Union & Federal Home Loan Bank Checks		X		
State, County & Municipal Government Checks		X		
Personal, Corporate, Credit Union, Money Market & Traveler's Checks			X	
All other Money Orders (Non – U.S. Postal)				X
Drafts: <u>No disbursement</u> until funds received and collected				

**\*Business Day:** Funds are potentially available on the \*Business Day indicated above. A business day is defined as a calendar day other than Saturday or Sunday, and excluding most major holidays. If January 1, July 4, November 11 or December 25 fall on a Sunday, the next Monday is excluded from the definition of a business day. Note that individual banks may require additional “hold” periods longer than shown above. *Late-day may be considered deposited on the next business day.*

Effective February 27, 2010, there will only be a single check processing region for purposes of regulation CC and there will no longer be any checks that are considered non-local.



## Quick Guide to Helpful Phone Numbers for Pima County

(the Area Code for Southern Arizona is 520)

### CABLE TV/INTERNET

Cox Communication	338-2732
Xfinity Cable	394-7427
Century Link	293-1404
Xfinity - AT & T Services	988-3013

### CITY/TOWN OF (MAIN #)

Marana	382-1999
Oro Valley	229-4700
Sahuarita	822-8800
South Tucson	792-2424
Tucson	837-4058

### DRIVER'S LICENSE/REGISTRATION

Tucson Area	629-9808
Green Valley Area	800-251-8566

### ELECTRIC

Tucson Electric Power (TEP)	623-7711
TRICO Cooperative	744-2944

### FIRE DEPARTMENTS (NON-URGENT)

Avra Valley	682-3255
City of Tucson	791-4512
Corona de Tucson	762-5007
Drexel Heights	883-4341
Golder Ranch	825-9001
Green Valley	625-9400
Mountain Vista	575-0847
Northwest	887-1010
Oracle	896-2980
Picture Rocks	682-7878
Rincon Valley	647-3760
Rural Metro (Subscription)	297-3600
South Tucson	792-2424
Three Points	882-1086

### GAS

Southwest Gas	877-860-6020
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### PIMA COUNTY

All Departments	724-999
Sheriff	351-6311

### PERMITS

Marana	382-2600
Oro Valley	229-4700
Pima County	724-9000
Sahuarita	822-8866
South Tucson	792-2424
Tucson	791-5550

### POLICE DEPARTMENTS (NON-URGENT)

Green Valley	351-6711
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### POLICE DEPARTMENTS (NON-URGENT)

Marana	382-2000
Oro Valley	229-4900
Sahuarita	344-7000
South Tucson	622-0655
Tucson	791-4144
Department of Public Safety	602-223-2000
Department of Public Safety (Tucson)	746-4500

### POST OFFICE

Main Number	800-275-8777
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### PUBLIC TRANSPORT

Sun Tran Buses	792-9222
Sun Van	798-1000

### SANITATION/GARBAGE

City Solid Waste	791-3171
Pima County Sewer	724-6609
Republic Services	745-8820
Septic- ADEQ	724-9000
Waste Management Tucson	744-2600

### SCHOOL DISTRICTS

Altar Valley	882-1484
Amphitheater	696-5000
Catalina Foothills	209-7500
Continental (Green Valley)	625-4581
Flowing Wells	696-8800
Marana	682-3243
Sahuarita	625-3502
Sunnyside	545-2000
Tanque Verde	749-5751
TUSD	225-6000
Vail	879-2000

### TAX ASSESSOR & TREASURER

Pima County Assessor	724-8630
Pima County Treasurer	724-8341

### WATER

Avra Water Co-op	682-7331
City of Tucson	791-3242
Community Water	625-8409
Epcor Water	398-2195
Flowing Wells Irrigation	887-4192
Farmers Water Company	879-7474
Lago Del Oro	825-3423
Las Quintas Serenas	625-8040
Lacy C Water Service	743-0758
Marana Water	382-2570
Metropolitan	575-8100
Mt. Lemmon Co-op	576-1538
Oro Valley Water	229-5000

### WATER (CONTINUED)

Southwest Utility Management	623-5172
Sandario Water Company	623-5172
Sahuarita Water Company	399-1105
Tucson Water	791-3242
Vail Water	647-3679
Winterhaven	327-0111
WELLS- ADWR	602-771-8500
Community water (N of Continental) (GV)	625-8409
Green Valley Water Department (GV)	625-9112
Lakewood Water (GV)	398-9815

### ZONING

Marana	382-2600
Oro Valley	229-4800
Pima County	724-9000
Sahuarita	822-8852
Tucson	791-5550

### OTHER NUMBERS

Better Business Bureau	888-6161
Chamber of Commerce:	
Green Valley	625-7575
Marana	682-4314
Tucson Hispanic	620-0005
Tucson Metro	792-1212
Green Valley Recreation	625-3440
Parks and Recreation:	
Pima County	724-5000
Tucson	791-4873
YMCA- Central	623-9211
YMCA- East	885-2317
YMCA- Northwest	229-9001
YMCA- West	623-5511
Pima Community College	206-4500
Library:	
Green Valley	594-5295
Marana	594-5200
Oro Valley	594-5580
Sahuarita	594-5490
Tucson	791-4010
Tucson Convention Center	791-4101
University of Arizona	621-2211

### HOSPITALS

Banner University Medical Center (UMC)	694-0111
Green Valley Hospital	393-4700
Kino Banner UMC South	874-2000
Northwest Medical Center- Marana	742-9000
Oro Valley Hospital	901-3500
St. Joseph Hospital	873-3000
Tucson Medical Center	327-5461



## Quick Guide to Helpful Phone Numbers for Pinal County

### **Assessor:**

Pinal County Assessor: <http://www.pinalcountyz.gov/assessor/Pages/home.aspx> (520)-866-6361

### **Property Taxes:**

Pinal County Treasurer's Office: <https://treasurer.pinalcountyz.gov/ParcelInquiry/> (520)-509-3555

### **Road Maintenance:**

Pinal County (Red Rock, Saddlebrooke / Eagle Crest, San Tan Valley) 520-866-6421 (No Website)  
City of Maricopa (520) 568-9098 (No Website)  
City of Casa Grande (520) 421-8625 (No Website)  
Apache Junction (480) 982-1055 (No Website)  
Town of Florence (520) 868-7620 (No Website)

### **Sewer or Septic:**

Pinal County Public Records Request: <http://www.pinalcountyz.gov/Assessor/Pages/Forms.aspx>  
Pinal County Development Department: (520) 866-6442  
Saddlebrooke (Lago Del Oro Water Co 520-825-3423)

### **Records for Additions/ Improvements/ Permits:**

(Recommend Client goes in person if this is a material fact)

Pinal County Public Records Request: <http://www.pinalcountyz.gov/Assessor/Pages/Forms.aspx>  
(Please note, for Public Records Requests, Process takes anywhere from 5-7 business days)  
Pinal County Development Department: (520) 866-6442

### **Fire Protection:**

Rural Metro 520-297-3600:                      \*Subscription Cost (approx.) \_\_\_\_\_ \*Registration Fee \$: None  
Avra Valley Fire: (520)682-3255  
City of Casa Grande Fire: (520) 421-8777  
Golder Ranch Fire: (520) 825-9001  
Superstition Fire & Medical District: (480) 982-4440  
Town of Florence Fire (520) 868-7609  
Oracle Fire (520) 896-2980

### **Schools:**

Oracle School District (520) 896-3070  
Mammoth-San Manuel School District (520) 385-2336  
Casa Grande Unified School District (520) 836-2111  
Apache Junction Unified School District (480) 982-1110  
Florence Unified School District (520) 866-3500 / (480)-888-7551  
Red Rock Elementary School District (520) 682-3331  
Santa Cruz Valley Union High School Dist. (520) 466-2200

### **Zoning:**

Pinal County: (520) 509-3555 (See Link Below) <https://pinal.maps.arcgis.com/apps/webappviewer/index.html?id=7ab8c3bf67a84f97a1e64dcf435b8b27>  
City of Casa Grande: (520) 421-8630 <https://casagrandeaz.gov/city-maps-by-gis/>  
City of Maricopa: (520) 316-6920 (No Website)  
City of Florence (520) 868-7500

### **Water Source:**

AZ Water Co - City of Casa Grande & Arizona City: (520) 836-8785  
AZ Water Co: (520)-385-2226  
Global Water (Red Rock, City of Maricopa): (520)-682-4518  
Southwestern Utilities: (Goodman Water, Ridgeview Utilities) (520)-623-5172  
Lago Del Oro Water Co (Water & Sewer): 520-825-3423  
Johnson Utilities (Water & Sewer): (480) 987-9870  
Water Co. (Florence) (520-868-1680

### **Electricity:**

APS: (Pinal) 1-800-253-9405  
TRICO: (520) 744-2944  
SRP: (Pinal) 602-236-8888  
San Carlos Irrigation Project Electric: (520) 723-6209  
Florence Utility Billing (520-868-7680 <http://www.florenceaz.gov/utilities/>

### **Gas:**

Southwest Gas: 877-860-6020 Fax: 794-6506 (use Southwest Gas form for Vacant Land) or <https://myaccount.swgas.com/start>

# BENEFITS FOR THE HOME BUYER

An American Home Shield® Home Warranty can help safeguard your home and budget by covering the cost of unexpected covered breakdowns on the home's plumbing, electrical, heating, air conditioning and more.\*

## AN AHS® HOME WARRANTY CAN HELP YOU:

- **Gain confidence** from an industry leader.
- **Protect** your home and budget from the costs of covered repairs related to undetectable pre-existing conditions, such as lack of maintenance and mismatched systems.
- **Trust** the reliability of our nationwide network of professional home service contractors.

## ADDITIONAL BENEFITS:

- AHS customers receive exclusive discounts on brand-name appliances with the AHS Appliance Discount Program.\*\*
- Receive from 30% to 50% off retail prices on A/C and furnace filters by visiting **[discountfilterprogram.com](http://discountfilterprogram.com)**.



**Be sure with the Shield.™**

Ask your real estate professional to include an American Home Shield Home Warranty in your real estate transaction.

CALL **800 735 4663**  
VISIT **[ahshome.com](http://ahshome.com)**

\*Limitations and exclusions apply. See Agreement for details.

\*\*The Appliance Discount Program is not available in Hawaii. Refer to your agreement for complete coverage details. In Hawaii, air conditioning includes ducted, ductless and window units; heating not included.

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August 2019

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# BENEFITS FOR THE HOME SELLER

When selling your home, an American Home Shield® Home Warranty can spotlight your property and help give potential buyers added confidence.

A home warranty may help enhance the perception of your home's value by protecting your home and budget from the cost of unexpected covered repairs of plumbing, electrical, heating and air conditioning systems.\*

## AN AHS® HOME WARRANTY CAN HELP YOU:

- **Mitigate** unexpected covered issues from the home inspection to keep your sale on track.\*\*
- **Market** your listing more effectively by confirming your home is covered against unexpected covered breakdowns.
- **Maintain** your budget by managing the potentially high costs of covered repairs on included systems.\*\*
- **Focus** on your next home and upcoming move.

## ADDITIONAL BENEFITS:

- AHS customers receive exclusive discounts on brand-name appliances with the AHS Appliance Discount Program.\*\*\* Help your home show its best by giving it a high-end feel with brand-new appliances.
- Receive from 30% to 50% off retail prices on A/C and furnace filters by visiting **[discountfilterprogram.com](https://discountfilterprogram.com)**.



**Be sure with the Shield.™**

Ask your real estate professional to include an American Home Shield Home Warranty in your real estate transaction.

CALL **800 735 4663**

VISIT **[ahshome.com](https://ahshome.com)**

\*Limitations and exclusions apply. See Agreement for details.

\*\*Sellers coverage is limited to \$2,000 cap for all trades during the listing period.

\*\*\*The Appliance Discount Program is not available in Hawaii. Refer to your agreement for complete coverage details. In Hawaii, air conditioning includes ducted, ductless and window units; heating not included.

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## UNDERSTANDING THE POOL BARRIER LAWS

**Because of the number of drownings and near-drownings in Arizona, most of which involve small children, the State of Arizona and most counties and cities within the state have enacted swimming pool barrier laws. Generally, these laws require that all affected swimming pools (or certain other contained bodies of water) be protected by an enclosure surrounding the pool area, or by another barrier, that meets specific requirements.**

In general, pool barrier laws require that a swimming pool be completely enclosed by a fence to restrict access to the swimming pool from adjoining property. These pool barrier laws also generally require that

certain barriers be installed to restrict easy access from the home to the swimming pool. Therefore, pool barrier laws contain specific requirements regarding the height and type of fences, gates and doors from the home leading directly to the swimming pool and regarding windows that face the swimming pool.

The Arizona REALTORS® has developed this flier to assist you in obtaining the information to determine which pool barrier law applies to your property and the specific requirements of the applicable law. You should obtain and read the entire current applicable pool barrier law prior to purchasing a home with an existing pool; prior to erecting pool barriers; prior to altering, repairing or replacing pool barriers; or prior to building a pool.

## COMMONLY ASKED QUESTIONS

### QUESTION

The house I want to buy has a fence around the pool, but it doesn't meet code. Who is responsible for bringing it up to code and how long do we have?

### ANSWER

The Arizona REALTORS® Purchase Contract states: "During the Inspection Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Premises, unless otherwise agreed in writing." Check city and county ordinances for their specific requirements.

### QUESTION

We have an above-ground pool in our backyard, so we don't have to worry about pool barrier laws, do we?

### ANSWER

Above-ground pools are covered by the same state legal requirements for an enclosure around the pool. The pool must be at least four feet high with a wall that is not climbable and steps or ladders that are locking or removable. Again, check city or county ordinances for different requirements.

### QUESTION

I'm ready to make an offer on a house with a pool. What information should I receive?

### ANSWER

The Arizona REALTORS® Residential Resale Purchase Contract, used in most resale home transactions, includes a "Notice to Buyer of Swimming Pool Barrier Regulations," in which the buyer and seller acknowledge the existence of state laws as well as possible county and municipal laws, and the buyer agrees to investigate and comply with these laws. The seller is required by law to give the buyer a copy of the pool safety notice from the Arizona Department of Health Services. The contract also requires the buyer be given a Seller's Property Disclosure Statement, which discloses any known code violations on the property.

Below is local area contact information for governmental departments in Arizona with information on swimming pool barrier law requirements affecting your property. If your area isn't listed, contact your local governmental offices to find out if a swimming pool barrier law has been enacted. If not, current state laws are effective.

### FOR MORE INFORMATION, CONTACT:

<b>APACHE JUNCTION</b>	Development Services Department (480) 474-5083
<b>ARIZONA STATE LAW (A.R.S. §36-1681)</b>	Arizona Maricopa County Law Library (602) 506-3461
<b>AVONDALE</b>	Building Safety Division (623) 333-4000
<b>BUCKEYE</b>	Development Services Department (623) 349-6200
<b>BULLHEAD CITY</b>	Community Development Department (928) 763-0124
<b>CAREFREE</b>	Building Department (480) 488-3686
<b>CASA GRANDE</b>	Building Department (520) 421-8630
<b>CAVE CREEK</b>	Building Department (480) 488-1414
<b>CHANDLER</b>	Development Services (480) 782-3000
<b>COCONINO COUNTY</b>	Community Development (928) 679-8850
<b>COCHISE COUNTY</b>	Planning & Zoning (520) 432-0240
<b>EL MIRAGE</b>	Building Safety (623) 251-3503
<b>ELOY</b>	Planning & Development (520) 466-2578
<b>FLAGSTAFF</b>	Building Safety (928) 213-2627
<b>FOUNTAIN HILLS</b>	Building Safety (480) 816-5177
<b>GILBERT</b>	Building Department (480) 503-6700
<b>GLENDALE</b>	Code Compliance (623) 930-3610
<b>GOODYEAR</b>	Development Services (623) 932-3004
<b>GUADALUPE</b>	Community Development (480) 505-5380
<b>KINGMAN</b>	Building & Life Safety Division (928) 753-2891
<b>LAKE HAVASU</b>	Code Enforcement (928) 453-4149
<b>LITCHFIELD PARK</b>	Building Safety (623) 935-1066
<b>MARANA</b>	Building Services Department (520) 382-2600
<b>MARICOPA COUNTY</b>	Planning Department (602) 506-3301
<b>MESA</b>	Development Services (480) 644-4273
<b>ORO VALLEY</b>	Inspections & Code Compliance (520) 229-4815
<b>PARADISE VALLEY</b>	Building (480) 348-3692
<b>PEORIA</b>	Development & Engineering Department (623) 773-7212
<b>PHOENIX</b>	Development Planning Department (602) 262-7811
<b>PIMA COUNTY</b>	Development Services (520) 740-3000
<b>PINAL COUNTY</b>	Building Safety Department (520) 866-6405
<b>PRESCOTT</b>	Community Development Department/ Building Inspection (928) 777-1228
<b>QUEEN CREEK</b>	Building Safety (480) 358-3009
<b>SANTA CRUZ COUNTY</b>	Building Department (520) 375-7880
<b>SCOTTSDALE</b>	Planning & Development (480) 312-7000
<b>SURPRISE</b>	Community Development Department (623) 222-3000
<b>TEMPE</b>	Community Development Department (480) 350-4311
<b>TOLLESON</b>	Code Enforcement (623) 936-2721
<b>TUCSON</b>	Development Services Department (520) 791-5550
<b>YAVAPAI COUNTY</b>	Development Services (928) 771-3214
<b>YUMA</b>	Development Services (928) 817-5000

Priority numbers are subject to change without notice.



255 E. Osborn Rd., Suite 200 • Phoenix, AZ 85012  
Phone: 602.248.7787 • Toll-free in AZ: 800.426.7274  
Fax: 602.351.2474 • [www.aaronline.com](http://www.aaronline.com)

The purpose of this notice is to educate residential pool\* owners on the legal requirements of pool ownership and proper pool safety. Each year in Arizona, too many young children are victims of drowning or near drowning. The Arizona State Legislature recognized this threat to the health and safety of children and passed [A.R.S. § 36-1681](#) to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive the legal requirements of pool ownership and a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety.

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### Pool Enclosure Requirements

At a residence with a swimming pool where one or more children under six years of age live in the residence:

A.R.S. § 36-1681 requires that a swimming pool be protected by an enclosure (wall, fence, or barrier) that surrounds the pool area. Unless a local code provides otherwise, the enclosure of a belowground or aboveground pool must:

- Entirely enclose the pool area;
- Be at least 5 feet high;
- Have no openings other than doors or gates, through which an object 4 inches in diameter can pass;
- Have no openings, handholds, or footholds accessible from the exterior side that can be used to climb the barrier; and
- Be at least 20 inches from the water's edge.

If, however, a residence or living area makes up part of the enclosure required by A.R.S. § 36-1681(B), there must be:

- A wall, fence, or barrier located between the swimming pool or other contained body of water and the residence or living area that:
  - Has a height of at least four feet;
  - Has no openings through which a spherical object four inches in diameter can pass;
  - Has a gate that opens outward from the pool and is self-closing and self-latching;
  - Has no openings, handholds, or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence, or barrier; and
  - Is at a distance of at least twenty inches from the water's edge;
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 ([www.astm.org](http://www.astm.org));
- For each door or window in the residence or living area that has direct access to the pool:
  - A self-latching device that is located not less than fifty-four inches above the floor; and
  - Either a screwed in wire mesh screen covering a dwelling or guest room window or a keyed lock that prevents a dwelling or guest room window from opening more than four inches; or
- For an aboveground swimming pool, non-climbable exterior sides which are a minimum height of four feet and access ladders or steps that are removable and able to be secured when the pool is not in use.



## Gate Requirements

According to A.R.S. § 36-1681(B)(3), any gate in either the five-foot-tall wall, fence, or barrier enclosing a pool or the four-foot-tall wall, fence, or barrier between the residence or other living area and a pool must:

- Open outward from the pool
- Be self-closing and self-latching; and
- Have a latch:
  - Located at least fifty-four inches above the underlying ground;
  - Located on the pool side of the gate with the latch's release mechanism located at least five inches below the top of the gate and no opening greater than one-half inch with twenty-four inches of the release mechanism; or
  - Located at any height if secured by a padlock or similar device which requires a key, electric opening, or integral combination.

## Arizona Department of Health Services Pool Safety Recommendations

- Never leave a child unattended in the pool or pool area.
- Because flotation devices and swimming lessons are not substitutes for supervision, a child should always be watched when in or around the pool area.
- CPR/CCR instructions and the 911 emergency number (or local emergency number) should be posted in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All residential pool owners should attend water rescue and CPR/CCR classes. Lifesaving equipment should be easily accessible and stored in the pool area.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.
- In an emergency:
  - Shout for help;
  - Pull the child from the water;
  - Call 911 (or local emergency number) for help; and
  - After checking the child's airway and breathing, immediately begin CPR/CCR if necessary.

**Note:** The state requirements contained in A.R.S. § 36-1681 may be superseded by local requirements that are equal to or more restrictive than the state requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

\* "Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intended for swimming, pursuant to A.R.S. § 36-1681(A).

September 2012