

Petitioner: Tatiana Hernandez
Respondent: Barcelona Manor Association, Inc.
Case No: 26F-H012-REL

Summary of Dispute:

This matter concerns responsibility for a concealed plumbing item that failed and caused water damage to the unit below mine. The association has determined I'm responsible for the repair of the plumbing and the unit's damages; however, the facts and governing documents show that the responsibility does not lie with me.

Key Facts:

- The plumbing item (a bathtub drain/P-trap) serves my unit but is not located within my unit boundaries.
- The P-trap is fully concealed within the ceiling of the unit below and cannot be accessed, inspected, or maintained from my unit.
- I did not install, modify, or repair this plumbing and had no prior knowledge of any defect before the leak was rediscovered.
- This leak issue appears to be pre-existing and related to improper installation and component type.

Governing Documents and Law:

- CC&R Section 9.1(iii): Assigns responsibility to the Association for plumbing facilities that serve a unit but are located outside that unit's boundaries.
- CC&R Sections 9.4 and 13.2: Provide for owner responsibility only where damage results from an owner's act, neglect, or failure to maintain accessible components.
- A.R.S. § 33-1247: Requires the Association to maintain and repair common elements and components for which it is responsible under the declaration.

Position:

I've been assigned responsibility by the association based solely on the plumbing serving my unit, while disregarding its location outside my unit, my lack of access to it, and my inability to maintain it. Under the governing documents, responsibility for the repair and resulting damage is determined by location, control, and negligence, not only service.

Due to the plumbing being located outside my unit's boundaries, being inaccessible to me, and no result of any act of negligence or irresponsibility on my part, the responsibility for repairs do not lie with me.

Requested Outcome:

I respectfully request an outcome where the association is determined responsible for the repair of the plumbing component and any resulting damages, consistent with the declaration and Arizona Law.

9. Maintenance, Repairs and Replacements. Responsibility for the maintenance, repairs and replacements of the Property shall be as follows:

9.1 In connection with Units, the Association shall maintain, repair and replace, at the Association's expense:

(i) All areas of exclusive use appurtenant to the Unit, such as parking spaces.

(ii) All items within a Unit and balcony (except interior surfaces) which contribute to the support of the Building, which shall include but shall not be limited to the outside walls of the Unit, floor and ceiling slabs, load bearing columns, load bearing walls, and all fixtures on the exterior boundary walls of a Unit serving the Common Elements or other Units.

(iii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit maintained by the Association, and all facilities contained within a Unit which service part or parts of the Condominium Property other than the Unit within which such facilities are contained.

(iv) Notwithstanding the foregoing, Condominium Unit Owners shall maintain, repair and replace all damages to windows and sliding glass doors except in the case of damage for which insurance proceeds are paid under policies purchased by the Association, and undertake any other maintenance, repair and replacement work, but such work must be required by uniform regulations promulgated pursuant to paragraph 6.12 above.

9.2 In connection with Units, the Owner shall maintain, repair and replace, at the Owner's expense:

(i) All portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such work shall be done without disturbing the rights of other Unit Owners.

9.4 Additional Provisions.

(i) If, due to the act or neglect of an Owner or a member of his family or household pet or guest or other authorized Occupant, or visitor or invitee of such Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Owner shall pay for such damage and for such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by the Association's insurance.

(ii) No Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of a Building without the prior written approval of the Board.

(iii) Each Owner shall promptly report to the Association any defect or need for repairs, the responsibility for remedying of which is that of the Association.

(iv) An authorized representative of the Board, or of the manager or managing agent of the Property, and all contractors and repairmen employed or engaged by the Association or such manager or managing agent, shall be entitled to reasonable access to each of the Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units and the Common Elements.

13.2 Amount of Assessment. Each Condominium Unit and the Owner thereof, subject to the terms hereof, shall be assessed an amount of the Common Expense equal to that Condominium Unit's ownership interest in the Common Elements, and in addition thereto, and by means of a special assessment:

A. If a Condominium Unit Owner fails to perform maintenance, repairs, and replacements which are his obligation, then, after written notice from the Board to perform such maintenance, repairs or replacements within a reasonable time limit as may be set by the Board, the Board may perform such needed maintenance, repairs and replacements, and shall levy an assessment against such Condominium Unit Owner thereof equal to the amount so expended.

-13- 6158:1131

B. All costs incurred in the enforcement of the provisions of this Declaration against any Condominium Unit Owner, including but not limited to attorney's fees and court costs shall be assessed to the Unit and the Owner against whom enforcement is sought.

33-1247. Upkeep of the condominium

A. Except to the extent provided by the declaration, subsection C of this section or section 33-1253, subsection B, the association is responsible for maintenance, repair and replacement of the common elements and each unit owner is responsible for maintenance, repair and replacement of the unit. On reasonable notice, each unit owner shall afford to the association and the other unit owners, and to their agents or employees, access through the unit reasonably necessary for those purposes. If damage is inflicted on the common elements or any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible, is liable for the prompt repair of the damage.

B. For any residential rental units that have been declared a slum property by the city or town pursuant to section 33-1905 and that are in the condominium complex, the association is responsible for enforcing any requirement for a licensed property management firm that is imposed by a city or town pursuant to section 33-1906.

C. In addition to the liability borne by the declarant as a unit owner under this chapter, the declarant alone is liable for the maintenance, repair and replacement of any portion of the common elements which the declarant reserves the right to withdraw from the condominium, as long as the unit owner maintains that right.



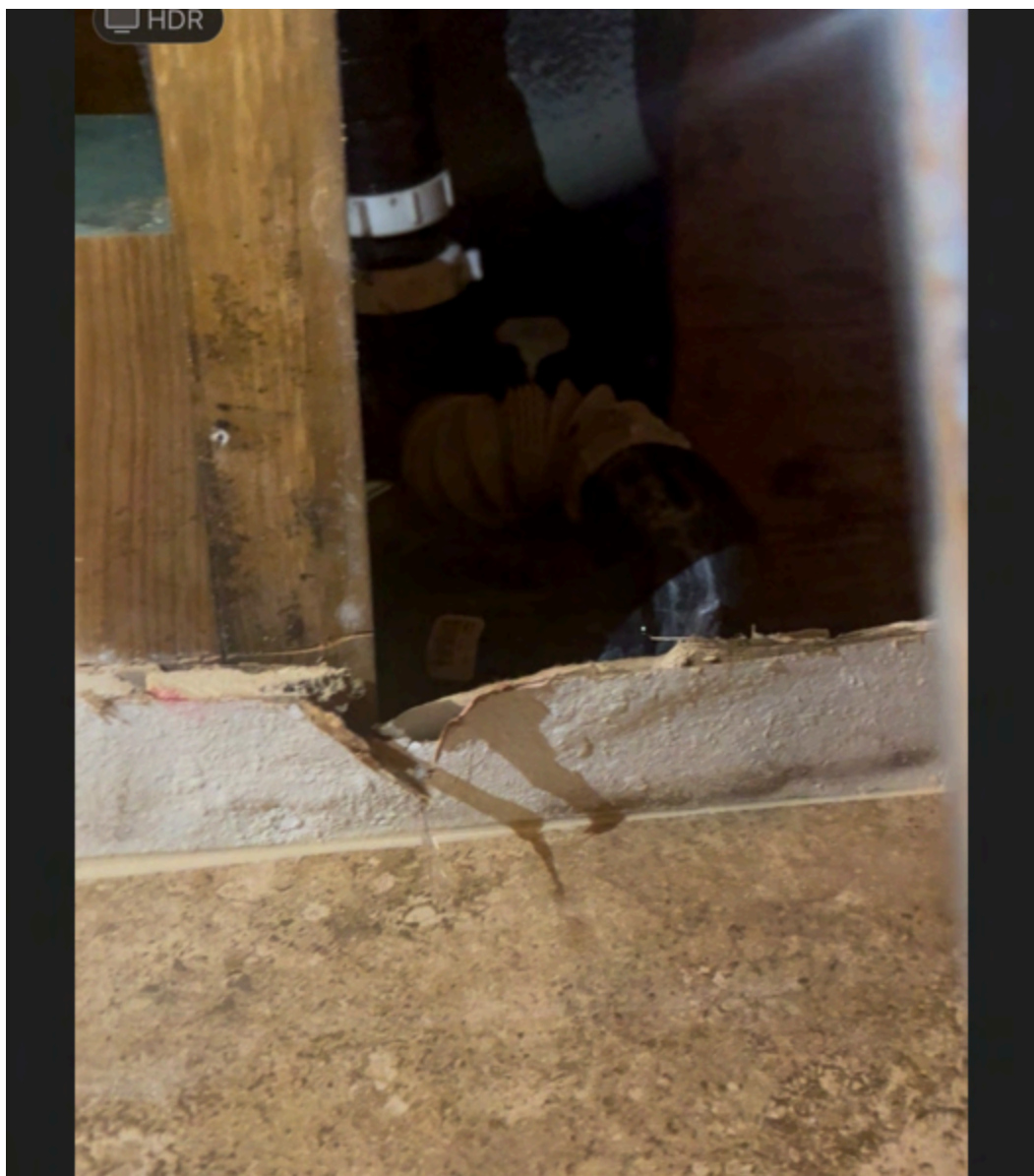
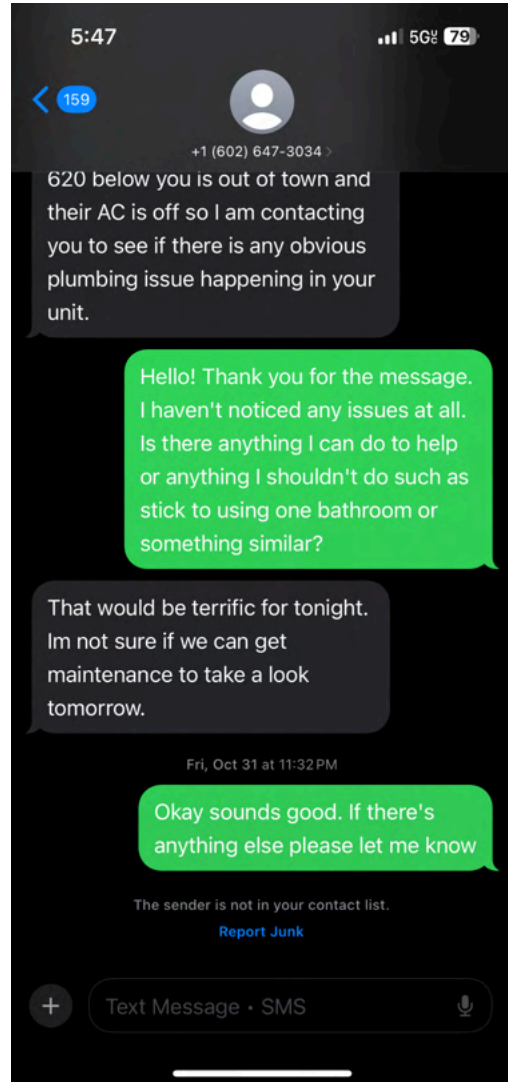
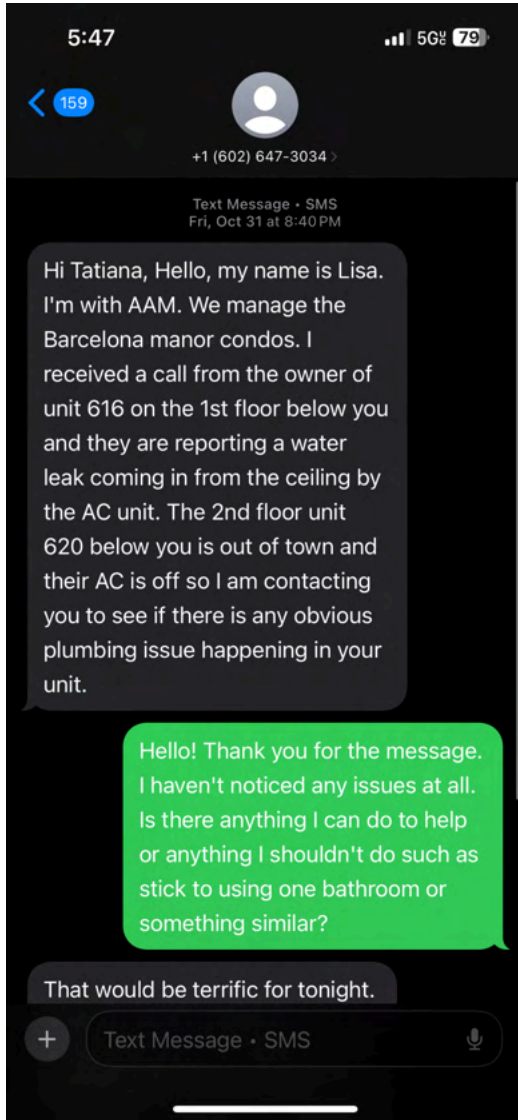


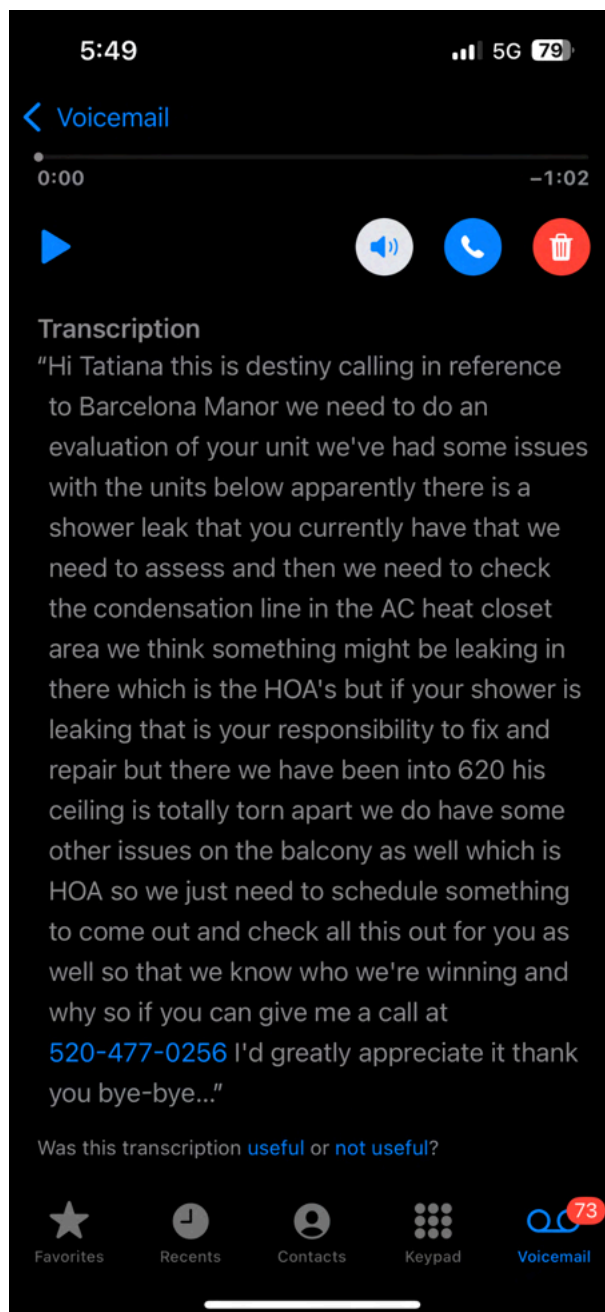
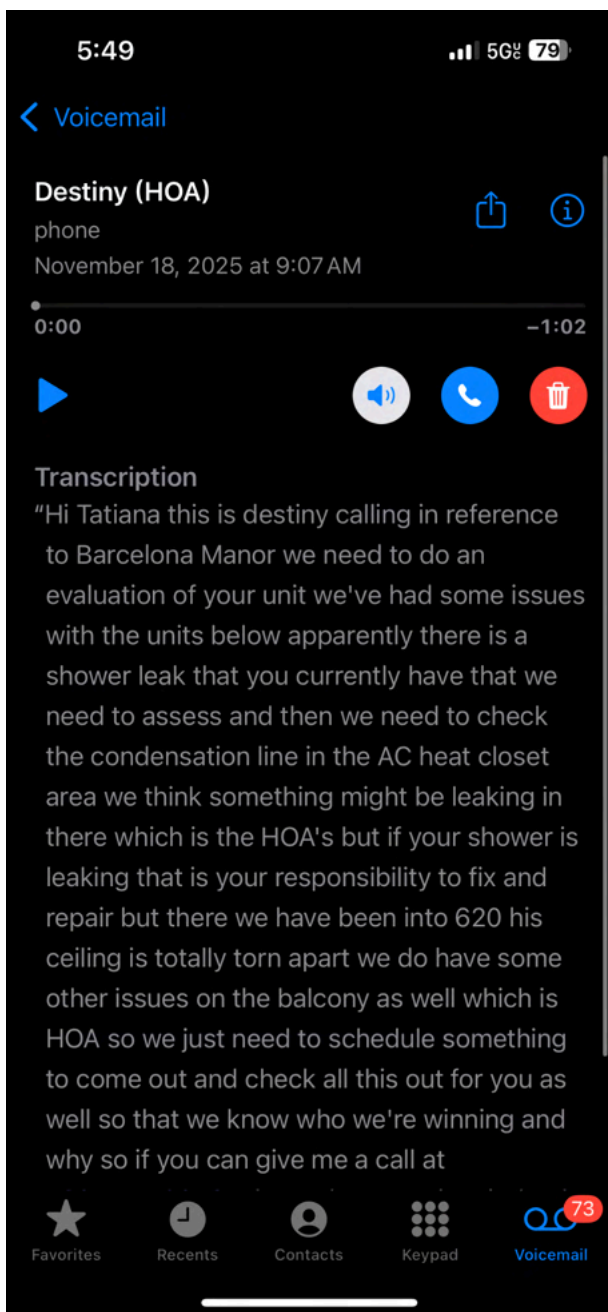




Exhibit 3. Proof of Inaccessibility







From: Tatiana H. <kitanna895@gmail.com>
Sent: Friday, November 21, 2025 11:51 AM
To: Destiny Duda-Phillips <dphillips@associatedasset.com>
Subject: Water Leak

You don't often get email from kitanna895@gmail.com. [Learn why this is important](#)

Hello Destiny,

It's Tatiana Hernandez, the resident of the Barcelona condos in unit 624. I met with Steve this morning who you guys sent out for the water leak inspection. The inspection seemed to go smoothly and he was able to identify the problem through access to the ceiling from the unit below me.

Could I please get a copy of the inspection report sent to me with all the details. This is so I have the most accurate information about the cause of the leak and the extent of the damage. I've gotten in contact with the resident in the unit below me and we are working on the next steps to move forward.

You can send the report at this email address kitanna895@gmail.com.

As for the balcony, I'm not sure if they were able to look at it today but Steve let me know the progress on it so I'm up to date on that, thank you. If the workers don't need me to be there and they just need to be on the balcony, they're welcomed anytime on any day.

Thank you,

Tatiana Hernandez

Phone number 520-990-4605

Unit 624

[6302 N barcelona ln, 85704](#)



**PROFESSIONAL
HOA MANAGEMENT**
Dedicated to Delivering Total Peace of Mind

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<https://mail.google.com/mail/u/1/?ik=69350e1543&view=pt&search=all&permthid=thread-f:1849700225504405693&simpl=msg-f:18497002255044056...> 4/5

12/19/25, 1:05 PM

Gmail - RE: Water Leak (BARCELONA MANOR UNIT 624)

Destiny Duda-Phillips <dphillips@associatedasset.com>
To: "Tatiana H." <kitanna895@gmail.com>

Mon, Nov 24, 2025 at 12:13 PM

Good afternoon,

Thank you for your email. Please know that we do not do official inspections reports. Once I am able to meet with Steve and he gives me the information, I can than let you know his findings.

I will be able to get more information about the balcony when we are able to meet to find out if he does need further access. I can update you on this information as well.

Respectfully,

Destiny Phillips, CAAM

Community Manager

AAM, LLC

(520) 219-7200 (Office)

(520) 477-0256 (Direct line)

(520) 219-9324 (Fax)

866-553-8290 (Emergency line)

dphillips@associatedasset.com

AssociatedAsset.com

<https://mail.google.com/mail/u/1/?ik=69350e1543&view=pt&search=all&permthid=thread-f:1849700225504405693&simpl=msg-f:18497002255044056...> 3/5

12/19/25, 1:05 PM

Gmail - RE: Water Leak (BARCELONA MANOR UNIT 624)

AAM offices close at 3:00 PM on Fridays

12/19/25, 1:05 PM

Gmail - RE: Water Leak (BARCELONA MANOR UNIT 624)

T <kitanna895@gmail.com>

Mon, Nov 24, 2025 at 2:24 PM

To: Destiny Duda-Phillips <dphillips@associatedasset.com>

Hi Destiny,

Thank you for the response! I see, that sounds perfect to me then. I'll keep an eye out for that.

Okay, that makes sense. Yeah, if they need anything else or anything more for that, I'm around.

Thank you!

Tatiana Hernandez

On Nov 24, 2025, at 12:13 PM, Destiny Duda-Phillips <dphillips@associatedasset.com> wrote:

From: T <kitanna895@gmail.com>

Sent: Monday, November 24, 2025 2:24 PM

To: Destiny Duda-Phillips <dphillips@associatedasset.com>

Subject: Re: Water Leak (BARCELONA MANOR UNIT 624)

From: Tatiana H. <kitanna895@gmail.com>
Sent: Wednesday, December 3, 2025 3:39 PM
To: Destiny Duda-Phillips <dphillips@associatedasset.com>
Subject: Water leak concern Units 624 and 620

Hi Destiny

I hope you had a lovely Thanksgiving holiday. I'm not sure if you're the person I send this email to but I wanted to reach out for some calm, clear communication especially if you haven't had a chance to be made aware of updates.

I'm writing in regards to the plumbing leak located in the concealed structural cavity between my unit and the unit below, which resulted in damage to the lower unit's ceiling and wall assembly. I would like to ensure that responsibility for access, repair, and restoration is allocated in accordance with Arizona condominium law and our governing documents.

Location and nature of the issue: The plumbing assembly that failed is located outside the interior boundaries of my unit, within a concealed structural cavity that is not accessible or maintainable by me. Access to this component requires destruction of building materials in the lower unit, including drywall, insulation, and associated structural or fire-rated assemblies.

Under Arizona law, owners are responsible only for the unit's interior elements, while the association is responsible for common elements, limited common elements, and property outside the unit's boundaries.

A.R.S. § 33-1243(A)(3) states that the association is responsible for "maintenance, repair and replacement of the common elements."

A.R.S. § 33-1212 defines "common elements" to include: "all portions of the condominium other than the units."

Given that the affected plumbing is located outside the boundaries of my unit and inside the building cavity between units, it falls within the association's maintenance and repair responsibility.

Governing Documents: Our bylaws specifically assign the association responsibility for infrastructure located within units that serves other property or requires access for other areas of the building.

The bylaws state the association shall maintain:

"all facilities contained within a unit which service part or parts of the condominium property other than the unit within which such facilities are contained."

12/19/25, 11:57 AM

Gmail - RE: Water leak concern Units 624 and 620 (Barcelona Manor)

In addition, the bylaws authorize the association to access units in order to maintain components that:

"affect or serve other units and the common elements."

This language only makes sense if the association is responsible for maintaining and repairing components located in concealed spaces or inside units that impact other units, as in the case here.

Structural and access obligations: Because the affected plumbing is located within structural/common building cavities, the repairs require work to:

access another owner's unit

remove and replace drywall and insulation

restore fire-rated assemblies if needed

refinish building surfaces

These are components that fall squarely under the association's responsibility for maintenance of common elements and building structure under:

A.R.S. § 33-1243 and the governing documents cited above

Unit owners do not have the ability, right, or obligation to repair structural elements or conduct demolition work in another owner's unit.

Damage and insurance: Arizona condominium law recognizes that absent negligence, damage to common elements and other units is addressed through the association's insurance.

A.R.S. § 33-1253(A) requires the association to maintain property insurance on common elements.

The failure in this case involved a concealed, pre-existing plumbing condition installed by a previous owner, located in a concealed structural cavity, and not observable, accessible, or maintainable by me. At the time I was notified of the leak, I had only been moved in for around two months. I've talked to the unit owner below me and he stated that this leak has been a problem long before I moved in. The previous owner did a DIY hack job with parts that were non compliant with building codes. None of this was made aware to me at any point of me buying the unit including during my inspection to purchase it.

Under Arizona law, a unit owner can only be charged for repairs or damage if it was caused by their negligence. There has been no negligent act on my part:

I didn't cause the leak

I didn't modify or install the plumbing

12/19/25, 11:57 AM

Gmail - RE: Water leak concern Units 624 and 620 (Barcelona Manor)

I couldn't access it

I had no knowledge of any defects

There is therefore no negligence, and the association's insurance should address:

Resulting damage to common structural elements, and

Damage to the affected lower unit

With all this said, please advise on the association's plan for structural remediation and next steps for scheduling repairs and inspections.

Thank you for your attention. I am truly committed to a cooperative and timely resolution consistent with the governing documents and Arizona law. I only have 1 full bath and once I was aware of the leak, I have not been able to shower in my own home. I have been having to shower at my gym late at night when the showers are more accessible which has caused some safety concerns.

Thank you kindly,

Tatiana Hernandez

6302 N Barcelona In Unit 624

Tatiana H. <kitanna895@gmail.com>
To: Destiny Duda-Phillips <dphillips@associatedasset.com>

Wed, Dec 10, 2025 at 2:06 PM

Hello,

I'm just following up on an email I sent a week ago on 12/03/25 about Unit 620's water damage. I haven't received any response or acknowledgment from the association and my neighbor hasn't gotten anything either. I understand this is a very busy time especially with the holidays around the corner but, there is urgency around this matter since there's a concern of mold damage happening as time goes by as well as me not having access to a shower during safe hours of the day. For liability, safety, and mitigation reasons, it's important that the association address this promptly as required under the decoration and Arizona law.

Please confirm:

Who is handling this matter

What are the next steps

When access and repairs will be scheduled

Please reply by the end of Friday of this week so my neighbor and I can have some updates to prepare for.

Thank you,

Tatiana Hernandez

6302 n barcelona In Unit 624

12/19/25, 11:56 AM

Gmail - Follow-Up: Plumbing Leak & HOA Responsibility (No Response Yet)



Tatiana H. <kitanna895@gmail.com>

Follow-Up: Plumbing Leak & HOA Responsibility (No Response Yet)

2 messages

Destiny Duda-Phillips <dphillips@associatedasset.com>
To: "Tatiana H." <kitanna895@gmail.com>

Thu, Dec 11, 2025 at 3:00 PM

Good afternoon,

Thank you for your patience. I have finally received the work order from the evaluation. Please find the information from the onsite maintenance staff.

EVALUATION: Scheduled for Friday, 11/21/2025 @ 9am

Per Art & Steve; Bathroom 624 - leak from tub/shower drain = water running down to 620 ceiling shower area - over the toilet area = wall behind toilet = and water running across shower ceiling to the heater closet area. Leaking into heater closet 620 and down to the heater closet 616. No damage to heater closets condensation drain lines are clear Owner to owner issues - information exchanged 624 = there are numerous cracks in the patio deck 624. Several cracks have been sealed 2 areas still need to be corrected 1 - Deck over laundry area 2- Deck at the threshold/sliding door as of 11/21/2025.

If there is anything else I can assist you will please do not hesitate to let me know. Thank you.

Respectfully,

Destiny Phillips, CAAM

Community Manager

AAM, LLC

(520) 219-7200 (Office)

(520) 477-0256 (Direct line)

(520) 219-9324 (Fax)

866-553-8290 (Emergency line)

dphillips@associatedasset.com

Destiny Duda-Phillips <dphillips@associatedasset.com>
To: "Tatiana H." <kitanna895@gmail.com>

Thu, Dec 11, 2025 at 1:00 PM

Good afternoon,

Thank you for your follow up email. Due to the findings of the maintenance staff, all repairs would be your responsibility per the CC&Rs Section 9.1 & 9.4 and 13.2, please find the clips attached.

Due to the drain of the shower/tub was leaking that is your responsibility to maintain and do proper maintenance on and would your responsibility to repair the damage this leak has caused to your unit and the units below.

Respectfully,

Destiny Phillips, CAAM

Community Manager

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dphillips@associatedasset.com

AssociatedAsset.com

Tatiana H. <kitanna895@gmail.com>
 To: Destiny Duda-Phillips <dphillips@associatedasset.com>

Thu, Dec 11, 2025 at 3:11 PM

Hi there,

Thank you for your response, it's appreciated. Thank you for sending those excerpts. After reviewing them, I believe there has been a misunderstanding regarding which sections apply to this situation.

The sections cited (9.1, 9.4, and 13.2) apply only when the owner:

Has access to the component
 Has the ability to maintain or repair it
 Has caused damage through an act, neglect, or failure to maintain

None of these apply here.

The leaking pipe is not located within my unit.
 It is fully located inside the ceiling of the unit below, which is not an area I own, control, or can access. To be more specific since it's stated like it's the tub drain directly from my tub, it's not, it's a flexible accordion style P-trap drain that's causing the issue. This P-trap is not compliant with plumbing code and is known to be prone to leaking. I cannot maintain or repair anything inside another owner's ceiling.

The declaration states that the association is responsible for:
 "All facilities contained within a unit which service part of the property other than the unit within which such facilities are contained" (Section 9.1iii)

That is the situation here. The pipe exists in a shared structural cavity and affects more than one unit.

Regarding section 9.4, this only applies if the damage was caused by an act or neglect by me. This was a pre-existing, concealed, non-code compliant installation, by a previous owner in a location I cannot see or access. There is no negligence involved. According to Mario, (the downstairs neighbor), the association was made aware of this leak far prior to me moving in. Because the association was aware of a prior leak in this location, then the association had notice of a defective condition within the building structure and should have ensured that any repair was completed properly.

I cannot be held responsible for:
 A concealed, inaccessible plumbing condition

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12/19/25, 11:57 AM

Small - RE: Water leak concern Units 624 and 620 (Barcelona Manor)

Installed by a previous owner
 Located inside another unit's structural ceiling
 Not up to code
 And which the association had previous notice of

Section 13.2 also does not apply to me because it only covers repairs an owner is obligated to perform. I am not obligated nor allowed to open another owner's ceiling or repair building structural components.

Because the component is inaccessible, pre-existing, and located inside another unit's structural space, it falls under the association's responsibility to maintain, repair, and coordinate access and restoration.

Please let me know the next steps for the association to schedule access and begin repairs.

Respectfully,
 Tatiana Hernandez

RE: Water leak concern Units 624 and 620 (Barcelona Manor)

3 messages

Destiny Duda-Phillips <dphillips@associatedasset.com>
To: "Tatiana H." <kitanna895@gmail.com>

Mon, Dec 15, 2025 at 5:00 PM

Good afternoon,

Thank you for your follow up email. I have spoken with the Board President and after additional review the Board also agrees with the findings of the maintenance staff, all repairs would be your responsibility.

Due to the drain of the shower/tub was leaking that is your responsibility to maintain and do proper maintenance on and would be your responsibility to repair the damage this leak has caused to your unit and the units below.

From: Tatiana H. <kitanna895@gmail.com>
 Sent: Tuesday, December 16, 2025 2:37 PM
 To: Destiny Duda-Phillips <dphillips@associatedasset.com>
 Subject: Formal dispute - request for governing authority

Hello Destiny,

Thank you for your response and for confirming the board's position.

At this point, I must formally dispute the association's conclusion, as it does not address the controlling language in the declaration or the factual circumstances of the leak.

The association continues to state that the responsibility is mine solely because "the drain of the shower/tub was leaking." However, the location, accessibility, and nature of the failed component determine responsibility under the CC&Rs.

The leaking P-trap is:

Not located within the interior of my unit

Fully concealed inside the ceiling of the unit below

Inaccessible to me

<https://mail.google.com/mail/u/1/?ik=80350e1543&view=pt&search=all&permmsgid=thread-f:1851771898288108452&siml=msg-f:18517718982881084...> 2/3

12/19/25, 11:57 AM Gmail - RE: Formal dispute - request for governing authority (Barcelona Manor Unit 624)

Not inspectable or maintainable by me

A pre-existing, non code compliant installation by a prior owner

A condition the association was previously aware of

Section 9.4 applies only when damage is caused by an act or neglect of an owner, which does not apply to a concealed, inaccessible, pre-existing condition. This is especially so due to me no longer using my shower as soon as I found out about there being an issue with the leak.

Section 13.2 also does not apply, as it concerns failures by an owner to perform maintenance that is their obligation, which cannot include plumbing located inside another owner's ceiling.

Accordingly, I am requesting the association provide:

1. the specific CC&R section that assigns a unit owner responsibility for plumbing outside their unit boundaries and located within another unit's ceiling and

2. The legal basis for assigning negligence where the owner had no access, notice, or ability to maintain the component.

If the association cannot provide such authority, I am requesting that it comply with the declaration and arrange for repair and restoration of the affected areas.

If there's a response not addressing these points, I will proceed with formal dispute resolution under Arizona law.

I would prefer to resolve this cooperatively and without escalation.

Respectfully,

Tatiana Hernandez

Unit 624

RE: Formal dispute - request for governing authority (Barcelona Manor Unit 624)

3 messages

Destiny Dudek-Phillips <dphillips@associatedasset.com>

Thu, Dec 18, 2025 at 5:00 PM

To: "Tatiana H." <ktama855@gmail.com>

CC: Noel Hengst <noelhengst@associatedasset.com>, Bryson Struse - BMPresident <BarcelonaManor.vicepresident@gmail.com>

Good afternoon,

Please see the Board's response to your dispute attached a hard copy has been mailed to you for your records.

All decisions of the Board are final and may not be further appealed or disputed. Thank you for taking the time to write to the Board so they could consider and decide this matter.

I hope you have a great rest of your week.

[Quoted text hidden]

 024 Letter.pdf
371K

12/19/25, 11:55 AM

Gmail - Follow-Up: Plumbing Leak & HOA Responsibility (No Response Yet)



Tatiana H. <kitanna895@gmail.com>

Follow-Up: Plumbing Leak & HOA Responsibility (No Response Yet)

2 messages

Destiny DudaPhillips <dphillips@associatedasset.com>
To: "Tatiana H." <kitanna895@gmail.com>

Thu, Dec 11, 2025 at 3:00 PM

Good afternoon,

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Per Art & Steve; Bathroom 624 - leak from tub/shower drain = water running down to 620 ceiling shower area - over the toilet area = wall behind toilet = and water running across shower ceiling to the heater closet area. Leaking into heater closet 620 and down to the heater closet 616. No damage to heater closets condensation drain lines are clear. Owner to owner issues - information exchanged. 624 = there are numerous cracks in the patio deck 624. Several cracks have been sealed. 2 areas still need to be corrected 1- Deck over laundry area 2- Deck at the threshold/sliding door as of 11/21/2025.

If there is anything else I can assist you will please do not hesitate to let me know. Thank you.

Respectfully,

Destiny Phillips, CAAM

Community Manager

AAM, LLC

(520) 219-7200 (Office)

(520) 477-0256 (Direct line)

(520) 219-9324 (Fax)

866-553-8290 (Emergency line)

dphillips@associatedasset.com

Exhibit 5. HOA Decition Email

BM | B A R C E L O N A
M A N O R

6360 North Barcelona Lane
Tucson, Arizona 85704

12/18/2025

Tatiana Hernandez
Owner of Condominium 624

Tatiana:

Thank you for your responses regarding the water leak issue that involves 624, 620, and 616. You are correct; the condominium owner is responsible for problems located within the interior of their units, and the HOA is responsible for things inside the walls of the common areas with an exception.

The exception is in the CC&Rs 9.2, ii, where it states that a Unit Owner is responsible to maintain, repair, and replace at their expense built-in fixtures, which includes plumbing fixtures, such as a tub.

- 1- When a Unit Owner connects, for example, a tub's drain into the common area's drainage pipe located inside the walls of the common area, and it begins to leak, that Unit Owner becomes responsible to repair the leak and any other damage that leak may have caused. This also applies when connecting fixtures to water pipes like sinks, washing machines, showers, and toilets.
- 2- When a person buys a property such as a condominium, they inherit any issues that property may have, no matter how old, and are held responsible to correct them.
- 3- You now know that you have a leaking P-trap, connected to your tub, that is non-code compliant and therefore needs to be replaced at your expense.
- 4- You do have access to repair this issue through the cooperation of the owner of Unit 620, who is below you.

I hope this brings clarity to this issue.

Sincerely,
Bryson Struse
HOA President

Exhibit 6. Inspections

Unit 624 Plumbing inspection

2 messages

Erik Myers <erikmdbuilders@gmail.com>

Mon, Feb 9, 2026 at 2:08 PM

To: Bryson Struse - BM Vice President <barcelonamanor.vicepresident@gmail.com>, Director Treasurer <barcelonamanor.treasurer1@gmail.com>

Good afternoon,

I inspected the bathtub drain in unit 624 and discovered that a corrugated piece of pipe was used to plumb the drain. This is against the IBC plumbing code and is leaking into the down stairs unit below.

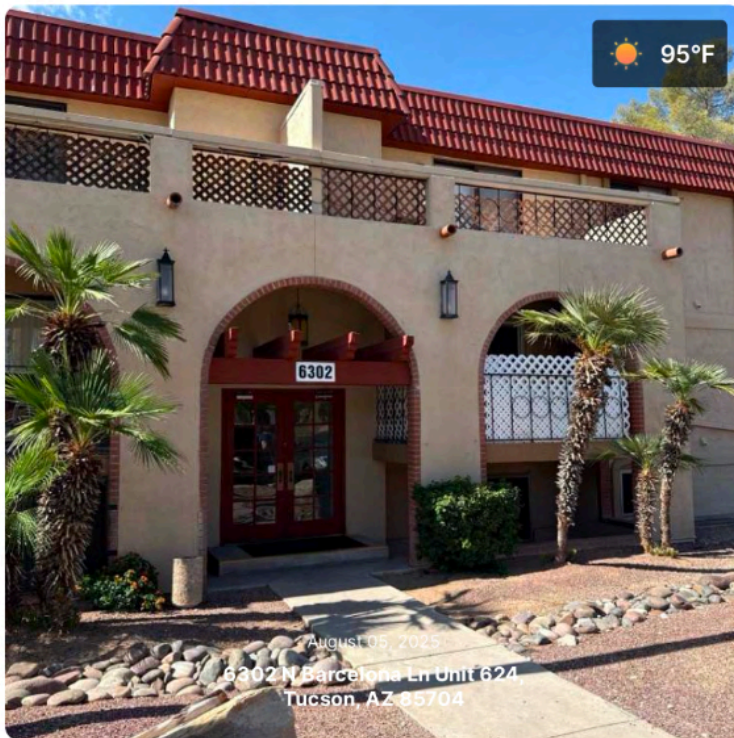
International plumbing code section 1002.2 Design of traps

Fixture traps shall be self-scouring. Fixture traps shall not have interior partitions.

The corrugated connection has interior partitions which are not to code.

I have attached a photo for your review. If the tenant does not agree with the current code, I recommend bringing in the ROC for a courtesy inspection so they can also determine the connection does not meet code requirements.

Best regards,



Service: Condo Inspection

Prepared for: Tatiana Hernandez

WIN Inspector

David Fisch

License No: 78039

✉ dfisch@wini.com

☎ (520) 467-6135

📍 WIN Home Inspection Oro Valley



Table Of Content

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Inspection Information

Order Details

Site Address: 6302 N Barcelona Ln Unit 624, Tucson, AZ 85704
 Service Date And Time: August 05, 2025 At 09:00 AM
 Work Order Number: 14892918

Property Details

Approximate Year Built: 1972 Bedrooms: 2
 Approximate Square Footage: 960 Baths: 2
 Occupied: No Floors: 1
 Main Entry Door Faces: North

Inspector Details

Name: David Fisch
 License Number: 78039
 Contact Number: (520) 467-6135
 Email: dfisch@wini.com

Client

Name: Tatiana Hernandez
 Email: kitanna895@gmail.com
 Contact Number: (520) 990-4605

Client's Agent

Name: Brandon Lopez
 Email: brandonlopez@longrealty.com
 Contact Number: (520) 609-5689
 Company: Long Realty Co.

Present At Inspection: Client's Agent



Explanation Of Terms

This report was prepared and written with the age and type of structure taken into consideration. Below is an explanation of the terms used in the report

Action Required

Items marked Action Required appear to be in need of immediate repair or replacement. Delay in repair or replacement may result in a dramatic shortening of the life expectancy of the item, system, structure, or other related items, or present a potential health and/or safety hazard.

Repairs Recommended

Items marked Repairs Recommended are in need of repair or replacement in order to make the item functional and/or prevent further deterioration.

Attention

Items marked Attention should be monitored or evaluated further. These items may not require immediate repair, but they show signs of wear or minor deficiencies that, if left unaddressed, could develop into more significant issues over time.

Preventive Measures

Items marked Preventive Measure are in need of routine maintenance or service to ensure continued functionality and prevent potential future issues. The inspector may recommend budgeting for this maintenance or obtaining further evaluation from a third-party professional to clarify or assess the condition of the item.

Functional

Items marked Functional appear to be in serviceable condition using normal operating controls. There was no visible indication of failure at the time the services were performed.

Limitation

Items marked limitation have limited access or limited ability to test or inspect fully. We recommend gaining further information on items marked as a limitation from the owner of the property or from a third party.

Not Inspected

Items marked Not Inspected may be present at the time the services were performed and were not inspected due to obstruction, accessibility, visibility, limitation, weather conditions or the inspection of the item is not within the scope of the services performed.

Informational

Items marked informational are included in the inspection as a courtesy or to add information to the customer to help them live in and maintain their home.

Summary

We have identified various items on the subject structure that either require maintenance now or require periodic maintenance in the normal course of ownership. This is only a summary report and is intended as a guide to be used in both short and long term scheduling of maintenance items. Please read the complete report carefully as additional information and details are contained therein. It is always advisable to use experienced tradespeople or a qualified handyperson when contracting for work that may not be within the scope of your capabilities.

Summary

Decks, Balconies, Paved Surfaces

1 Deteriorated Deck Surface P Repairs Recommended

The deck surface has an area of missing deck coating, which can lead to further damage and safety hazards if not addressed. It is recommended to evaluate and repair the deck surface to prevent any potential accidents. Hiring a qualified contractor to repair or replace the damaged areas can help restore the safety and integrity of the deck.



2 Cracked And Repaired Deck Surface P Repairs Recommended

The concrete deck is showing signs of cracking, as well as previous repair, which can worsen over time and lead to structural instability. It is recommended to evaluate the extent of the cracks and consider recoating or replacement of the surface. Additionally, we recommend consulting the HOA to determine who is responsible for this maintenance.



3 Missing Balusters P Repairs Recommended

Location: Rear Porch

Missing balusters have been observed. Balusters are essential components of the railing system that provide safety and prevent falls. It is crucial to have all balusters properly installed to ensure the structural integrity and safety of the railing. Evaluate and repair by installing missing balusters promptly. This task may require the expertise of a qualified contractor or carpenter for proper installation. We recommend consulting the HOA to determine who's responsible for this repair.



Roof

4 Ponding On Flat Roof P Repairs Recommended

There are low spots at the flat roof, where ponding of water occurs. This ponding water can have a harmful effect as it intensifies UV exposure and promotes the deterioration of the roofing membrane. It is advisable to consult with a qualified roofer to discuss methods and costs associated with eliminating these low spots where water ponding occurs.

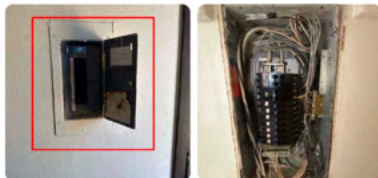


Partially clogged scupper drain

Electrical

5 Zinsco P Repairs Recommended

The electrical sub panel is a Zinsco brand panel. This brand has been associated with known defects. Defects included breakers failing to trip at the stated ratings, breakers that exploded, and breakers that still have power when turned to the "off" position. These panels also have poor breaker connections to bus bars, and some of these panels have insufficient wire bending space and insufficient gutter space. There may also be incompatible metals between the bus bars and the breakers which may lead to deterioration over time. Listed replacement breakers for these panels are available but are very expensive. While the electrical panels have not been recalled, it is still recommended that the panel be replaced by a qualified professional. This work should be completed with all proper permits taken and warranties transferred to the buyer.



Common area panel Zinsco HOA

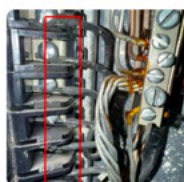
6 Zinsco Breakers P Repairs Recommended

The Zinsco electrical panels are known for safety issues, including problems with breakers not tripping when overbarged, potentially leading to fire hazards. It is recommended to have a qualified electrician evaluate and provide recommendations to ensure the safety of the electrical system.

7 Solid Conductor Aluminum Wiring P Repairs Recommended

Location: Sub Panel

Solid-conductor aluminum wiring is present in the electrical service panel. This type of wiring is a known fire hazard under certain conditions, particularly when connected to panel circuit breakers and branch circuit devices (switches, receptacles, etc.) that are not labeled as approved for aluminum wiring. A precise determination of whether the panel circuit breakers and branch circuit devices are rated for solid-conductor aluminum wiring could not be made. Recommend further evaluation of the electrical system by a qualified electrician.



8 Non-GFCI Protected Kitchen Outlets P Repairs Recommended

Location: Kitchen

The kitchen outlets are not GFCI protected. It is recommended to have a licensed electrician evaluate and install GFCI outlets in the kitchen to reduce the risk of electrical shock, especially near water sources like the sink. Ensuring all outlets are GFCI protected will enhance the safety of the kitchen area.



HVAC

9 Missing Drip Leg P Repairs Recommended

The heating equipment is missing a drip leg. A drip leg is essential for trapping debris and moisture in the gas supply, preventing them from entering and potentially damaging the equipment. It is recommended to have a qualified HVAC technician evaluate and install a drip leg for the safe and efficient operation of the heating system.



10 Coolant Line Insulation Deteriorated/Missing P Repairs Recommended

The insulation on the coolant line at the exterior HVAC condenser was missing or deteriorated. Having the insulation replaced by a qualified person is recommended to help ensure efficient operation of the unit.



11 Rust On Exterior Service Disconnect Box P Repairs Recommended

Rust was observed on the service disconnect box for the exterior unit. Maintenance is needed to prevent further corrosion.



12 Deteriorated Condenser Support Structure P Repairs Recommended

The condenser support structure is deteriorated. This issue can lead to improper function and stability of the condenser unit. It is recommended to evaluate and repair the support structure to ensure the proper functioning and longevity of the condenser. A qualified contractor should be hired to assess and repair the deteriorated support structure.



13 Older A/C Unit (R-22) Attention

The AC unit is using R-22 refrigerant which has been phased out due to its harmful effects on the environment. It is recommended to consider upgrading to a newer, more environmentally friendly refrigerant to comply with current regulations and improve energy efficiency. A qualified HVAC contractor can evaluate the system and provide options for replacement or retrofitting.



14 Dirty Air Filter P Repairs Recommended

Location: Utility Closet

The furnace air filter was dirty and should be replaced soon.



15 Capped Secondary Condensate P Repairs Recommended

It is possible the age of the system predates current guidelines for secondary condensate lines. The secondary condensate drain line should not be capped as it is a vital part of the HVAC system to properly drain excess condensation. Uncapping the secondary condensate line is recommended to prevent potential water damage due to drainage issues. An HVAC professional should evaluate and repair this issue. Consider installing a secondary condensate float switch that turns the unit in the event of a secondary condensate leak.

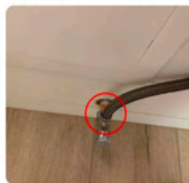


Plumbing

16 Missing Escutcheon Plate P Repairs Recommended

Location: Master Bathroom

The escutcheon plate, which is a protective cover around the pipe where it meets the wall, is missing. This may lead to water leaks and potential damage to the wall. It is recommended to install an escutcheon plate by a qualified plumber to prevent any water issues.



17 Hot/Cold Reversed P Repairs Recommended

Location: Kitchen

The hot and cold water lines for the faucet at the kitchen sink appear to be reversed. It is recommended to reverse these connections for proper function. A qualified handyman or plumber can provide this service.



Water Heating Equipment

18 Water Heater Temperature Too High P Repairs Recommended

The water heater temperature is set too high, which can increase the risk of scalding and also lead to higher energy bills. It is recommended to adjust the temperature setting to a safe and energy-efficient level, typically around 120 degrees Fahrenheit. This adjustment can be done on the thermostat of the water heater. HOA may have to be contacted to make any changes.



Water running at kitchen sink

Infrared photography provides an accurate temperature reading

Interior

19 Bent Screen Door Frame P Repairs Recommended

Location: Rear Porch

The door frame appears to be bent. This issue can cause difficulty in opening and closing the door properly. It is recommended to evaluate and repair the door frame to ensure proper functionality. A qualified carpenter or contractor can help in realigning or replacing the bent door frame as needed.



20 Caulking Touchup P Repairs Recommended

Location: Halfway Bathroom

The caulking in the interior of the property needs touch-up to continue protecting the structure. This issue is common in areas frequently exposed to moisture. Proper caulking helps prevent water damage and maintain energy efficiency. It is recommended to evaluate the caulking and repair any damaged or deteriorated sections to prevent moisture intrusion.



21 Loose Bathroom Accessories P Repairs Recommended

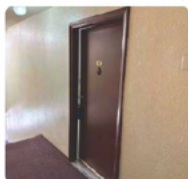
Location: All Bathrooms

The toilet paper holder and towel hanger are loose, which can be a nuisance and may fall off completely. A qualified handyman can evaluate and repair these items to ensure they are securely fastened and function properly.



22 HOA-Controlled Interior Spaces A Action Required

Common areas, such as the interior hallways and main entrances, roof access hatch, and coin-operated laundry room, may be controlled by the HOA. We recommend you familiarize yourself with Cando/HOA rules regarding the upkeep and maintenance of these areas.



Common hallway



Locked roof access



Coin-op laundry room



Water damage outside main entry in common hallway

Appliances

23 Dishwasher Not Secured P Repairs Recommended

Location: Kitchen

The inspector noted that the dishwasher is not fully secured to the cabinet. Repair is recommended by a qualified professional to prevent movement.



24 Dryer Hookups Not Available P Repairs Recommended

The home does not have any dryer hookups. See previous comment.

Exhibit 7. Timeline

Timeline of Leak

- Pre-purchase of the unit
 - A leak is found in Unit 624
 - Owners make an attempt to fix it unprofessionally
 - Owner of unit below gets no follow up from original owners or HOA
- August 2025 Tatiana purchases Unit 624
 - No known leaks or defects
 - Moved in, in beginning of September
- October 31, 2025 Leak discovered
 - Tatiana receives a text message that a leak has been discovered
 - Not known what was causing the leak
 - Tatiana stops using that bathroom
- About two weeks before November 21st, 2025
 - Steve from HOA inspects the Unit below 624 and takes pictures of water damages
 - Unit 624 shower is suspected for leak
 - Tatiana is not made aware of any of this information of the shower nor the damages
- November 18th, 2025 Tatiana is made aware of damages and the shower is the cause and the 624 unit bathroom needs inspection
- November 21, 2025 Unit 624 is inspected by Steve
 - Steve tells Tatiana it's her issue to fix including damages
 - Tatiana emails HOA for inspection report
- December 3rd, 2025 Tatiana Emails HOA that the faulty plumbing is not her fault nor her responsibility due to reasons within the bylaws and Arizona law.
 - Doesn't receive any response back so sends a follow up email December 10th
- December 11th, 2025 HOA sends Tatiana Report
 - HOA sends 2nd email to deny responsibility
- December 18th, 2025 HOA sends official letter denying responsibility
- January 26th, 2026 ADRE compliant filed by Tatiana
- February 13th, 2026 HOA denies request for mediation

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

Exhibit 8. Seller Disclosure

Document updated: ³³
February 2023



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



MESSAGE TO THE SELLER:

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

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

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

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

3. LEGAL OWNER(S) OF PROPERTY: Guy Keller and Kim De Lucco

4. _____ Date Acquired: 9/16/24

5. PROPERTY ADDRESS: 6302 N. Barcelona Lane, 624, Tucson, AZ 85704
(STREET ADDRESS) (CITY) (STATE) (ZIP)

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

7. Explain: _____

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

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

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

14. Other: _____ Explain: Vacant for painting

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

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

17. _____

18. Are you aware of any regulations surrounding length of time for rentals? Yes No Explain: Needs to be greater than 31 days

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

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

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

23. Explain: _____

24. Approximate year built: 1972. If the Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

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

Initials >

BUYER	BUYER

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

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

YES NO

- 29. [] [x] Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals
or options to purchase? Explain:
30.
31. [x] [] Are you aware if there are any association(s) regulating the Property? If yes, [x] Mandatory [] Voluntary (If no, skip to line 40.)
32. If yes, provide contact(s) information: Name: Destiny Duda-Phillips Phone #: 5204770256
33. Name: Phone #:
34. [x] [] If yes, are there any fees? How much? \$ 410.13 How often? Monthly
35. How much? \$ How often?
36. [] [x] Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?
37. Explain:
38. [] [x] Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
39. Explain:
40. [] [x] Are you aware of any of the following recorded against the Property? (Check all that apply):
41. [] Judgment liens [] Tax liens [] Notice of Default [] Other non-consensual liens
42. Explain:
43. [] [x] Are you aware of any assessments affecting the Property? (Check all that apply):
44. [] Paving [] Sewer [] Water [] Electric [] Other
45. Explain:
46. [] [x] Are you aware of any of the following title issues affecting the Property? (Check all that apply):
47. [] Recorded easements [] Use restrictions [] Lot line disputes [] Encroachments [] Variance(s)
48. [] Unrecorded easements [] Use permits [] Other
49. Explain:
50. [] [x] Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? (If no, skip to line 54.)
51. If yes, provide the name of the CFD:
52. [] [] If yes, are there any fees? How much? \$ How often?
53. The CFD fees are [] Included in the Property Taxes [] Paid Separately
54. [] [x] Are you aware of any public or private use paths or roadways on or across the Property? Explain:
55.
56. [] [x] Are you aware of any problems with legal or physical access to the Property? Explain:
57.
58. The road/street access to the Property is maintained by the [] County [] City [x] Homeowners' Association
59. [] Privately [] Not Maintained
60. [] [] If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)
61. Explain:
62. [] [x] Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):
63. [] Zoning [] Building Codes [] Utility Service [] Sanitary health regulations [] Municipal Ordinances
64. [] Covenants, Conditions, Restrictions (CC&R's) [] Other (Attach a copy of notice(s) if available.)
65. Explain:

66.
67.
68.

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

69. Are you aware of any homeowner's insurance claims having been filed against the Property?
70. Explain: _____

BUILDING AND SAFETY INFORMATION

YES NO

ROOF / STRUCTURAL:

71.

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

73. Approximate age of roof? 53

74. Are you aware of any past or present roof leaks? Explain: minor leak in bathroom

76. Are you aware of any other past or present roof problems? Explain: _____

78. Are you aware of any roof repairs? Explain: repair to fix leak in bathroom

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

81. If yes, is the roof warranty transferable? Cost to transfer: _____

82. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____

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

86. Are you aware of any chimney or fireplace problems, if applicable? Explain: _____

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

Flood Fire Wind Expansive soil(s) Water Hail Other _____

90. Explain: _____

WOOD INFESTATION:

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

94. Are you aware of any of the following:

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

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

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

98. Explain: _____

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

101. If yes, date last treatment was performed: _____

102. Name of treatment provider(s): _____

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

104. If yes, is the treatment warranty transferable? Cost to transfer: _____

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

YES NO

105. **HEATING & COOLING:**
106. Heating: Type(s) Gas fired, forced air furnace
107. Approximate Age(s) 21
108. Cooling: Type(s) Split System (Condensing unit is separate from the heating unit)
109. Approximate Age(s) 21
110. Are you aware of any past or present problems with the heating or cooling system(s)?
111. Explain: _____
112. **PLUMBING:**
113. Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?
114. If yes, identify: _____
115. Are you aware of any past or present plumbing problems? Explain: Bathroom tub leak because previous owner did not tighten drain pipe. Pipe was tightened.
116. _____
117. Are you aware of any water pressure problems? Explain: _____
118. Type of water heater(s): Gas Electric Solar Tankless Approx. Age(s): Attachment
119. Are you aware of any past or present water heater problems? Explain: _____
120. _____
121. Is there a landscape watering system? If yes, type: Automatic Timer Manual Both
122. If yes, are you aware of any past or present problems with the landscape watering system?
123. Explain: _____
124. Are there any water treatment systems? (Check all that apply):
125. Water Filtration Reverse Osmosis Water Softener Other _____
126. Is water treatment system(s) Owned Leased (Attach a copy of lease if available.)
127. Are you aware of any past or present problems with the water treatment system(s)?
128. Explain: _____
129. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**
130. Does the Property contain any of the following? (Check all that apply):
131. Swimming pool Spa Hot tub Sauna Water feature
132. If yes, are either of the following heated? Swimming pool Spa If yes, type of heat: _____
133. Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
134. Explain: _____
135. Are you aware if a swimming pool was: Removed Capped/decked over Filled
136. Explain: _____
137. Do you lease any pool equipment? Explain: _____
138. _____
139. **ELECTRICAL AND OTHER RELATED SYSTEMS:**
140. Are you aware of the type of wiring? (Check all that apply): Copper Aluminum Other _____
141. Are you aware of any past or present problems with the electrical system? Explain: _____
142. _____
143. Is there a charging station for an electric vehicle? If yes, Owned Leased (Attach a copy of lease if available.)
144. Is there a security system? If yes, is it (Check all that apply):
145. Owned Leased (Attach a copy of lease if available.) Monitored Other _____
146. Are you aware of any past or present problems with the security system? Explain: _____
147. _____

>>

Initials>

BUYER	BUYER

YES NO

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

MISCELLANEOUS:

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

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

- 169. Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 186.)
- 170. _____
- 171. Are you aware if permits for the work were obtained? Explain: _____
- 172. Was the work performed by a person licensed to perform the work? Explain: Attachment
- 173. Was approval for the work required by any association governing the Property? Explain: _____
- 174. If yes, was approval granted by the association? Explain: _____
- 175. Was the work completed? Explain: Attachment
- 176. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

Contractor Name	License Number	Scope of Work
<u>Better Way Services</u>	<u>ROC255426</u>	<u>Repaint and patch drywall</u>
<u>Silverado Rooter & Plumbing</u>	<u>ROC 201381</u>	<u>Tighten bathtub drain</u>
_____	_____	_____
_____	_____	_____

183. Explain: _____

184. _____

185. _____

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

Initials>

BUYER	BUYER

UTILITIES/SERVICES

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES NO

NAME OF PROVIDER

191. Cable / Satellite: Xfinity

192. Electricity: Tucson Electric Power

193. Fire: Northwest Fire District

194. Public Private

195. Flood Irrigation: _____

196. Fuel: Natural gas Propane Oil Unknown, paid by HOA

197. If propane tank, Owned Leased (Attach a copy of lease if available.)

198. Garbage Collection: Unknown, paid by HOA

199. Public Private

200. Internet: Xfinity

201. Telephone: _____

202. Water Source: Unknown, paid by HOA

203. Public Private water co. Hauled water _____

204. Private well Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum.

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

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

211. U.S. Postal Service delivery is available at: Property Post Office Other _____

212. Cluster Mailbox, Box Number _____ Location _____

213. Are there any alternate power systems serving the Property? (If no, skip to line 224.)

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

215. Solar Wind Generator Other _____

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

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

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

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

SEWER/WASTEWATER TREATMENT

YES NO

224. Is the entire Property connected to a sewer?

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

227. If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the sewer connection? If yes, how and when: _____

229. Is there a lift pump? Explain: _____

Initials >

BUYER BUYER

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

231. YES NO Type of sewer: Public Private Planned and approved sewer system, but not connected

232. Name of Provider: County sewer

233. Are you aware of any past or present problems with the sewer? Explain: _____

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

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

236. Number of Facilities: _____

237. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

238. If yes, name of contractor: _____ Phone #: _____

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

240. Are you aware of any repairs or alterations made to this Facility since original installation?

241. Explain: _____

242. _____

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

244. Are you aware of any past or present problems with the Facility? Explain: _____

245. _____

246. Are you aware if a Facility was: Abandoned Capped Removed

247. Explain: _____

248. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer**

249. **Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.**

ENVIRONMENTAL INFORMATION

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

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

252. Explain: _____

253. Are you aware of any past or present issues or problems in close proximity to the Property related to any of the

254. following? (Check all that apply):

255. Soil settlement/expansion Drainage/grade Erosion Fissures Other _____

256. Explain: _____

257. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member**

258. **of the public in printed or electronic format upon request and on its website at www.azre.gov.**

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

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

261. Odors Nuisances Sand/gravel operations Other _____

262. Explain: _____

263. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of,

264. or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

265. Are you aware if the Property is located in the vicinity of a public or private airport?

266. Explain: _____

YES NO

267.
268.
269.
270.
271.

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

272.

Is the Property located in the vicinity of a military airport or ancillary military facility?

273.

Explain: _____

274.

Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

275.

Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage

276.

Explain: Asbestos sealed inside walls

277.

Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):

278.

Superfund / WQARF / CERCLA Wetlands area Natural Area Open Spaces

279.

Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?

280.

If yes, describe location: _____

281.

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

282.

283.

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

284.

285.

Are you aware of any water damage or water leaks of any kind on the Property? Explain: Attachment

286.

287.

Are you aware of any past or present mold growth on the Property? Explain: _____

288.

289.

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302.

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

OTHER CONDITIONS AND FACTORS

303.

What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making

304.

process, the value of the Property, or its use? Explain: Attachment

305.

ADDITIONAL EXPLANATIONS

306.

N/A

307.

308.

Initials >

BUYER BUYER

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

309. _____
 310. _____
 311. _____
 312. _____
 313. _____

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

318. <u><i>Guy Keller</i></u> 319. ^ SELLER'S SIGNATURE	07/25/2025 MO/DA/YR	<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">Authenticat</div> <u><i>Kim J. Delucco</i></u> ^ SELLER'S SIGNATURE	07/28/25 MO/DA/YR
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320. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual
 321. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts
 322. in regard to the Property. Buyer is encouraged to obtain Property Inspections by professional independent third parties and to
 323. consider obtaining a home warranty protection plan.

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

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

330. _____ 331. ^ BUYER'S SIGNATURE	MO/DA/YR	_____ ^ BUYER'S SIGNATURE	MO/DA/YR
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332. **NOTICE TO SELLER AND BUYER:** In the event Seller needs to update any disclosures contained herein, the Arizona
 333. **Association of REALTORS® Notice/Disclosure form is available for this purpose.**

TEXT OVERFLOW ATTACHMENT

FORM: Residential Seller's Property Disclosure Statement (SPDS)

PROPERTY: 6302 N. Barcelona Lane, 624, Tucson, AZ 85704

Line 13. - Vacant since mid April

Line 118. - Unknown. Common water heater for condo unit maintained by HOA.

Line 172. - Minor plumbing repair performed by Silverado Rooter & Plumbing Painting and drywall work performed by Better Way Services, Inc.

Line 175. - Plumbing work was tightening a drain nut which is complete

Painting and drywall was to improve aesthetics and not required

Line 285. - Bathroom ceiling had minor damage from roof leak. Roof leak repaired by HOA. Tub had leak from drain nut which was tightened.

Line 304. - The swimming pool is a community pool.

Not aware of any issues not already stated on this form. We did not live on the property. It was an investment.

Date: 07/25/2025

Suz Keller Seller Signature

Date:

Buyer Signature

Date: 07/28/25

Authenticat Kim J. Delucco Seller Signature

Date:

Buyer Signature

Exhibit 9. Bathtub Diagram

