



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
**ADVERSE MATERIAL FACTS
 (PROPERTY DISCLOSURE STATEMENT)**



**Taos
 Properties**

ATTENTION SELLER AND BUYER!

Per the NMAR Purchase Agreements, Seller is required to disclose all Adverse Material Facts relating to the Property about which Seller has actual knowledge, including defects which the Buyer could determine through their own due diligence. Failure to comply with this requirement could expose Seller to claims of breach of contract, misrepresentation and/or fraud.

! IMPORTANT DEFINITIONS !

ACTUAL KNOWLEDGE: "ACTUAL KNOWLEDGE" means the Seller has direct and clear knowledge of things, without investigation, analysis, or review. Seller is under no obligation to conduct inspections to determine what Adverse Material Facts may exist on and/or around the Property, which is why it is important for Buyer to exercise their rights under the Purchase Agreement to fully inspect all aspects of the Property. This Disclosure Statement is strictly based on Seller's ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the Property as of the date Seller completes this Disclosure Statement.

ADVERSE MATERIAL FACTS: "ADVERSE MATERIAL FACTS" are facts that would affect the desirability or value of the property to a reasonable person.

DISCLOSURE NOT REQUIRED: Per New Mexico law, Seller is NOT required to disclose the following suspicions or facts, and no cause of action shall arise against a seller, or any brokers involved in the transaction for failure to disclose the following suspicions or facts. Further, the failure to make a disclosure of any of the following shall not be deemed to be grounds for termination or rescission of any sale or exchange:

- The Property was the site of a natural death;
- The Property was the site of a homicide, suicide, assault, sexual assault or any other crime punishable as a felony; or
- The Property was owned or occupied by a person who was exposed to, infected with or suspected to be infected with the human immunodeficiency virus or diagnosed to be suffering from acquired immune deficiency syndrome or any other disease that has been determined by medical evidence as highly unlikely to be transmittable to others through the occupancy of improvements to real property or that is not known to be transmitted through the occupancy of improvements located on that real property.

NEWLY DISCOVERED ADVERSE MATERIAL FACTS: Adverse Material Facts which Seller discovers AFTER Seller has delivered their initial Adverse Material Facts Disclosure to Buyer. Newly Discovered Adverse Material Facts do not include Adverse Material Facts that Buyer becomes aware of through their own due diligence.

REMEDIED ADVERSE MATERIAL FACTS: An Adverse Material Fact that previously existed, but that Seller has replaced, repaired or otherwise remedied in such a way and to such an extent that Seller is confident that the Adverse Material Fact no longer exists. In order to feel confident that an Adverse Material Fact is a Remediated Adverse Material Fact, Seller must have had sufficient time and opportunity to observe the repair or replacement in order to confirm the repair or replacement remedied the Adverse Material Fact.

PROPERTY: ALL features, fixtures, elements and/or improvements located on the Property (e.g., homes, detached garages, carports, barns, studios, workshops, etc.), even if a specific element and/or improvement is not listed.

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SELLER PROVIDES THIS DISCLOSURE STATEMENT IN ORDER TO DISCLOSE TO BUYER(S) AND PROSPECTIVE BUYER(S) ADVERSE MATERIAL FACTS CONCERNING THE PROPERTY ABOUT WHICH SELLER HAS ACTUAL KNOWLEDGE.

DISCLOSURE STATEMENT TO BE COMPLETED BY SELLER, NOT BROKER

This Disclosure Statement involves certain real property located at:

232 Camino De Santiago
Address (Street, City, State, Zip Code)
T25N, Sec. 20, R13E, NMPM. Also Pt. Tr. 1 Map 30, Survey 2, of the 1941 TCRS.
Legal Description

or see metes and bounds or other legal description attached as Exhibit _____, **Taos** County(ies), New Mexico.

AUTHORIZATION AND HOLD HARMLESS: Seller hereby authorizes Listing Broker to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the Property. Seller further agrees to indemnify and hold Listing Broker and Brokerage harmless from all claims for damages based upon the disclosures made in this Disclosure Statement and for Seller's failure to disclose any **ADVERSE MATERIAL FACTS** known to the Seller.

SELLER REPRESENTATIONS: Seller affirms that the information contained in this Disclosure Statement is correct to Seller's **ACTUAL KNOWLEDGE** as of the date signed by Seller. Seller warrants that he/she has prepared this Disclosure Statement and any attachments hereto and that this Disclosure Statement encompasses all **ADVERSE MATERIAL FACTS** concerning the Property that are actually known to the Seller as of the date signed by Seller. If Seller becomes aware of any changes in the foregoing information, Seller shall update this Disclosure Statement promptly after discovery. If the Property is part of a Common Interest Community, this Disclosure Statement is limited to the Property or Unit itself, unless otherwise indicated.

Seller to check all that apply:*

- Seller currently occupies the Property. _____ (Beginning Date).
- Seller occupied the Property from _____ to _____ (dates).
- Seller has never occupied the Property. (i.e., rental or investment property, estate or trust sale, entity-owned property, etc.)
- Property is currently leased.
- Property includes a residential dwelling(s) built prior to 1978.
- Property is located within a HOA (Homeowners' Association), COA (Condominium Owners' Association) or other Owners' Association.
- Property is located within a PID (Property Improvement District).
- Property includes a Manufactured, Modular or Off-site Built Home(s).
- Property is located within governmentally designated flood plain or wetland area.
- Seller obtained a Pre-Inspection Report prior to listing the Property.

** Terrisa Joy Mabrey occupied the property from 2011 thru Apr. 29, 2026.*



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5. BUILT-IN SYSTEMS (*Central Vacuum, Garage Openers, Intercoms, Security Systems, Smart House Technology, etc.*).
Describe any known issues such as: Damaged or inoperable system or missing components, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

6. DOMESTIC WATER SUPPLY (*Associations, City/Municipal, Community, Private or Shared Wells, Storage Tanks, etc.*)

DOMESTIC WATER WELLS

Well Type?:

Private Well Shared Well

If well is shared, check applicable:

Well Share Agreement in place? YES NO

Well Meter?:* YES NO *electric meters, yes; water usage meter, unknown.

Location of Well: ON PROPERTY. OTHER: _____

Describe any known issues such as: Inefficient and/or Inoperable Systems; Low Production; Poor Water Quality; Usage Restrictions (drought or legal); Contamination; Unpermitted Well or Cancelled Well Permit; Notice of Change of Permitted Water Usage Allowance; Inability to obtain NMOSE permit for repair or replacement; other known defects or concerns:

N/A

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

7. FLOODING (*Building, Property, Arroyos, Riverbeds, etc.*)
Describe any known issues such as: Damage Caused by Inefficient, Inoperable and/or Broken Pipes, Interior or Exterior Flooding, Improper Draining, Grading Problems, Standing Water, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements



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11. IRRIGATION RIGHTS AND SYSTEMS (*Ditches, Irrigation Wells used for agricultural or commercial irrigation beyond domestic or one-acre yard/garden uses, Pivots, Sprinklers, etc. NOT Domestic Wells*)
Describe any known issues such as: Disputed Rights, Failing and/or Inoperable Systems, Low Production Ditches or Wells, Restrictions (legal or drought), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

12. NOISE, ODORS AND/OR POLLUTION (Does NOT include noise, odors and/or pollution in areas directly adjacent or surrounding the Property, which issues are governed by Paragraph 21 of NMAR Form # 2104 – Purchase Agreement – Residential Resale)
Describe any known issues such as: Continuous or Periodic Noise in/on the Property, Continuous or Periodic Odors in/on the Property, Pet Odors in/on the Property, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

13. PEST OR ANIMAL INFESTATION AND/OR DAMAGE
Describe any known issues such as: Damage caused by Animals, Rodent Infestation, Termites, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

14. PLUMBING (*Gas Lines, Radiant Heating, Sprinkler Systems, Water Heaters, Water Supply Lines, etc.*)
Describe any known issues such as: Leaks, Inefficient and/or Inoperable Systems, Inferior Products (i.e., Entran II, Kitec, Polybutylene), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements



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19. SOIL, VEGETATION AND/OR LANDSCAPING

Describe any known issues such as: Contaminated and/or Non-Fertile Soil, Diseased and/or Dying and/or Infested Plants/Trees/Shrubs, etc., Sprinklers/Drip System issues or Lack of Coverage.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

20. SUPPLEMENTAL WATER SUPPLY (AGRICULTURAL/LIVESTOCK) (Dirt Tanks, Livestock Wells, Ponds, Storage Tanks, Streams, etc.)

Describe known issues such as: Inefficient and/or Inoperable Systems, Low Supply/Production, Poor Quality, Restrictions (Legal or Drought), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

21. USE, ZONING AND/OR LEGAL

Describe any known issues such as: Citations from Government Entity, First Right of Refusal, Historic Overlay, Judgments, Lawsuits or Legal Proceedings, Liens, Recipients of Class Action Lawsuit (Kitec, Polybutylene, etc.), Un-Permitted Construction and/or Repairs, Violations of New Mexico Subdivision Act, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

22. WIRING (Cable, Electrical, Ethernet, Telephone, etc.)

Describe any known issues such as: Aluminum wiring, Faulty Systems, Faulty Wiring, Limited Internet, Non-Functioning Switch or Receptacle, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements