



NORTH CAROLINA REAL ESTATE COMMISSION

***Residential Property And Owners'
Association Disclosure Statement***

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 324 Deerfield Country Rd. Randleman, NC 27317

Owner's Name(s): Allen H. Hale & Wanda F. Hale

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials AS
 Buyer Initials _____ Owner Initials WFA

SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

Yes No NR

A1. Is the property currently owner-occupied?

☒ ☐ ☐

Date owner acquired the property: March 31, 2016

If not owner-occupied, how long has it been since the owner occupied the property? _____

A2. In what year was the dwelling constructed? 1991

☐ ☐ ☒

A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?

☐ ☐ ☒

A4. The dwelling's exterior walls are made of what type of material? (Check all that apply)

☐ Brick Veneer ☒ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard

☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other: _____

☐ ☒

A5. In what year was the dwelling's roof covering installed? Approx. 2020

☐ ☐ ☒

A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?

☐ ☒ ☐

A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?

☐ ☐ ☒

A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?

☐ ☐ ☒

A9. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	☐	☐	☐	☒	Windows	☐	☐	☐	☒	Attached Garage	☐	☐	☐	☒
Slab	☒	☐	☐	☒	Doors	☐	☐	☐	☒	Fireplace/Chimney	☐	☐	☐	☒
Patio	☐	☐	☐	☒	Ceilings	☐	☐	☐	☒	Interior/Exterior Walls	☐	☐	☐	☒
Floors	☐	☐	☐	☒	Deck	☐	☐	☐	☒	Other: _____	☐	☐	☐	☐

Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B. HVAC/ELECTRICAL

Yes No NR

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?

☐ ☐ ☒

B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?

☐ ☐ ☒

B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)

☐ ☐ ☒

☐ Furnace [_____ # of units] Year: _____ ☒ Heat Pump [1 # of units] Year: _____

☐ Baseboard [_____ # of bedrooms with units] Year: _____ ☐ Other: _____ Year: _____

Buyer Initials _____ Owner Initials ^{Initial} DS AKA
 Buyer Initials _____ Owner Initials THH _____

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: _____ Year: _____
 ☐ Wall/Windows Unit(s): _____ Year: _____
☐ Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

☐ Electricity
 ☐ Natural Gas
 ☐ Solar
 ☐ Propane
 ☐ Oil
 ☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☐ City/County
 ☐ Shared well
 ☐ Community System
 ☒ Private well
 ☐ Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality
 ☐ Pressure
 ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper
 ☐ Galvanized
 ☐ Plastic
 ☐ Polybutylene
 ☐ Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☐ Electric: _____ ☐ Solar: _____ ☐ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump
 ☐ Community system
 ☒ Septic tank
 ☐ Drip system
☐ Connected to City/County System
 ☐ City/County system available
 ☐ Other: _____
☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ ☐ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	☐	☐	☐	☒	Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☐	☒
Sewer system	☐	☐	☐	☒	Water supply (water quality, quantity, or pressure)	☐	☐	☐	☒

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials AS
 Buyer Initials _____ Owner Initials 10/11

SECTION D. FIXTURES/APPLIANCES

Yes No NR

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected?

Date of last maintenance service:

D2. Is there a problem, malfunction, or defect with the dwelling's:

NA Yes No NR				NA Yes No NR				NA Yes No NR				NA Yes No NR							
Attic fan, exhaust fan, ceiling fan	☐	☐	☐	☒	Irrigation system	☒	☐	☐	☐	Sump pump	☐	☐	☐	☒	Garage door system	☐	☐	☐	☒
Elevator system or component	☒	☐	☐	☐	Pool/hot tub /spa	☒	☐	☐	☐	Gas logs	☒	☐	☐	☐	Security system	☐	☐	☐	☒
Appliances to be conveyed	☐	☐	☐	☒	TV cable wiring or satellite dish	☐	☐	☐	☒	Central vacuum	☒	☐	☐	☐	Other:	☐	☐	☐	☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

Yes No NR

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

E5. Does the property abut or adjoin any private road(s) or street(s)?

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☐ NA

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

Yes No NR

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?



Buyer Initials

Owner Initials _____

Buyer Initials

Owner Initials

-Initial

-DS

REC 4.22
REV 5/24

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☒	☐
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☐	☒
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☐	☒
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☐	☒
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☐	☒
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☐	☒
F8. Is there a current flood insurance policy covering the property?	☐	☐	☒
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☐	☒
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?	☐	☒	☐
G2. Is the property subject to a lease or rental agreement?	☐	☒	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☐	☐	☒

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials _____	Owner Initials <u>DS</u>
Buyer Initials _____	Owner Initials <u>MM</u>

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

☐ ☒ ☐

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

☐ ☐ ☐

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

☐ ☐ ☐

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

☐ ☐ ☐

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Signed by: _____
Owner Signature: Wanda Hale Date 8/3/26

DocuSigned by: _____
Owner Signature: Wanda Hale Date 8/3/26

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____



STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u> </u> Buyer Initials 1. Mineral rights were severed from the property by a previous owner.	☐	☐	☒
<u> </u> Buyer Initials 2. Seller has severed the mineral rights from the property.	☐	☒	☐
<u> </u> Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☒	☐
<u> </u> Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☒
<u> </u> Buyer Initials 5. Seller has severed the oil and gas rights from the property.	☐	☒	☐
<u> </u> Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☒	☐

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 324 Deerfield Country Rd. Randleman, NC 27317

Owner's Name(s): Allen H. Hale & Wanda F. Hale

Owner(s) acknowledge, having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Allen H. Hale Date 8/3/26

Owner Signature: Wanda Hale Date 8/3/26

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

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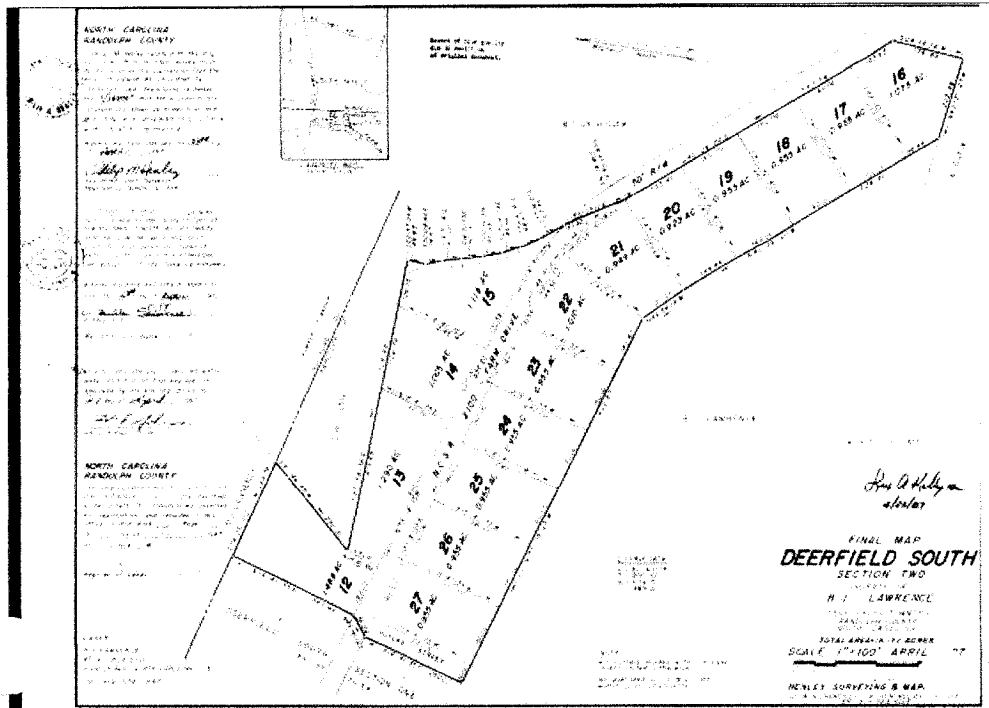
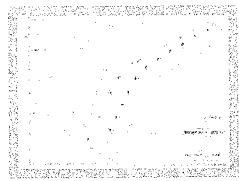
Date: 04/27/1987 00:00:00 DocNo: 10025068 Kind: PLAT Book: 28 Page: 1
Description
DEERFIELD SOUTH SEC 2

Document References
Tax: .00
Grants:

Grantees:

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DEED

Fee \$26.00 Excise Tax: \$338.00



20019065

Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Mail to: P/U Ben C. Morgan

Prepared by: Law Office of Ben C. Morgan, 150A Scarboro St., Asheboro, NC 27203

Revenue Stamps: \$338.00

THIS DEED is made this 31st day of March, 2016, by and between the following Grantor and Grantee:

Grantor: THOMAS D. BARBER and wife, LINDA L. BARBER
126 Deerfield Country Road
Randleman, NC 27317

Grantee: ALLEN H. HALE and wife, WANDA F. HALE
324 Deerfield Country Road
Randleman, NC 27317

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall signify either singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple that certain lot or parcel of land situated in Level Cross Township, Randolph County, North Carolina, which is more particularly described as follows:

BEING ALL of Lot No. 20 of Deerfield South Subdivision, Section 2, as shown by plat recorded in Plat Book 28 at Page 1, in the Office of the Register of Deeds of Randolph County, North Carolina.

EX-101 1-1111 0001 20010000

This conveyance is made subject to those Restrictive Covenants found recorded in Book 1222, Page 541, Randolph County Registry.

For reference see Deed recorded in Book 1965, Page 2681, Randolph County Registry.

The property that is the subject matter of this conveyance is not the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to easements, limitations, restrictions and uses of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Thomas D. Barber (SEAL) Linda L. Barber (SEAL)
Thomas D. Barber Linda L. Barber

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, **Sharon A. Grose**, a Notary Public of the County of Randolph and State of North Carolina, certify that **Thomas D. Barber and Linda L. Barber**, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 31st day of March, 2016.
My commission expires May 5, 2018



Sharon A. Grose
Notary Public