

# STATE OF NORTH CAROLINA RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

#### Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
- You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (
  in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
  - a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
  - b. If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
  - c. If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
  - d. If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
- 3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
- 4. You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyers: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty

to you as the buyer. 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 the 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. 5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date, Property Address: 811 Vine St, Salisbury, NC 28146-5949 Owner's Name(s): Brenda Morgan Gobla, Don Basinger Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed. Owner Signature: Brenda Morgan Goble Date November 30

Owner Signature: Don Basinger Date November 30 Buyers 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 owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate. Buyer Signature: Buyer Signature: \_ Date **REC 4,22** Page I of 4

The Swicegood Group, Inc., 854 Valley Rd Ste 100 Mocksville NC 27028

Phone: (336)909-2583 Fax:

Kyle Swicegood

811 Vine St

| Property Address/Description: 811 Vine St, Salisbury, NC 28146-5949 |  |            |               |                      |  |  |
|---|--|------------|---------------|----------------------|--|--|
| ac  | ne following questions address the characteristics and condition of the property identified above about v<br>tual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, on<br>the, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for huma  | r uni      | ts if         | more than<br>tion.   |  |  |
|   | Total design of the William of the Control of the C | <u>Yes</u> | No            | No<br>Representation |  |  |
| ۱,  | In what year was the dwelling constructed?  Explain if necessary:  |            |               | X                    |  |  |
| 2.  | Is there my problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them?  | П          |               | <b> X</b>            |  |  |
| 3.  | The dwelling's exterior walls are made of what type of material?   Brick Veneer   Wood   Stone   Vinyl  Synthetic Stucco   Composition/Hardboard   Concrete   Fiber Cement   Aluminum   Asbestos   (Check all that apply)  |            |               | <del>-</del>         |  |  |
| ,   | In what year was the dwelling's roof covering installed? (Approximate if no records are available)   |            |               | <b>IX</b> )          |  |  |
| 4.  | Explain if necessary: (Approximate it no records are available)  |            |               | <b>X</b> )           |  |  |
| 5.  | Is there any leakage or other problem with the dwelling's roof?  |            |               | X                    |  |  |
| 6.  | Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?  |            |               | <b>IX</b> )          |  |  |
| 7.  | Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?   | _          | _             | Rwi                  |  |  |
| 8.  | Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?   |            |               | <b>X</b>             |  |  |
|   | Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?   |            |               | X.                   |  |  |
|   | What is the dwelling's heat source?  Furnace  Heat Pump  Baseboard  Other  | _          | ш             | <u>X</u>             |  |  |
| 11  | (Check all that apply) Age of system;  What is the dwelling's cooling source?  Central Forced Air Wall/Window Unit(s)  Other  (Check all that apply) Age of system:  |            |               | X                    |  |  |
| 12  | What are the dwelling's fuel sources?   Electricity  Natural Gas  Propane  Oil  Other  (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is  above ground or  below ground, and whether the tank is  leased by seller or  owned by seller. (Check all that apply)   | ,          |               | X                    |  |  |
| 13.   | What is the dwelling's water supply source?   City/County   Community System   Private Well   Shared Well  Other   (Check all that apply)  | ,          |               | X                    |  |  |
| 14.   | The dwelling's water pipes are made of what type of material?   Copper Galvanized Plastic Polybutylene (Check all that apply)  |            |               | · X                  |  |  |
| 15.   | Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?   |            |               | <b>(X</b> )          |  |  |
| 16.   | What is the dwelling's sewage disposal system?   Septic Tank   Septic Tank with Pump   Community System   Connected to City/County System   City/County System available   Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law])   Other   (Check all that apply)   |            |               |                      |  |  |
| 17.   | If the dwelling is serviced by a service system, do you know how many bedrooms are allowed by the service system.  |            | _             | <b>X</b>             |  |  |
| 18.   | permit? If your answer is "yes," how many bedrooms are allowed? No records available  Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?  |            |               | X <br> X             |  |  |
|   | Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other   | Ц          | ш             | )Ou                  |  |  |
|   | systems?   |            |               | <b>(X)</b>           |  |  |
| 20.   | Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?   |            |               | <b>)X</b> ()         |  |  |
| Bu  | yer Initials and Date Owner Initials and Date  Yer Initials and Date Owner Initials and Date   | 1/30       | 2/2           | 01 B                 |  |  |
|   | yer Initials and Date Owner Initials and Date  | -:         | <del>-,</del> |                      |  |  |
|   | <u> </u>   |            |               |                      |  |  |

| 71 To share may make an initial angular inflatation of the development and   | oman Farman I I B. L. I  |  | Yes               | Νo       | No<br>Representation |
|--|--|--|-------------------|----------|----------------------|
| 21. Is there any problem with present infestation of the dwelling, or d insects or organisms which has not been repaired?  | ardage from past infestation   | or wood destroying   |                   |          | <b>[X</b> ]          |
| 22. Is there any problem, malfunction or defect with the drainage, grading   |  | •  |                   |          | X                    |
| 23. Are there any structural additions or other structural or mechanical the property?   | changes to the dwelling(s)   | to be conveyed with  |                   |          | X                    |
| 24. Is the property to be conveyed in violation of any local zoning use restrictions, or building codes (including the failure to obtain changes/improvements)?  | un proper permits for room   | n additions or other   |                   |          | <b>IX</b> I          |
| 25. Are there any hazardous or toxic substances, materials, or products (si gas, lead-based paint) which exceed government safety standards, any storage tanks, or any environmentally hazardous conditions (such as contamination) which affect the property?   | debris (whether buried or co<br>contaminated soil or water, c  | vered) or underground<br>r other environmental   | П                 |          | <b>X</b> )           |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial,   |  |  |                   |          | <u>[X]</u>           |
| 27. Is the property subject to any utility or other easements, shared dri adjacent property?   | veways, party walls or energ   | echinents from or on   |                   |          | . ,                  |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, proposed assessments, mechanics' liens, materialmens' liens, or notice title to the property?   | leases or rental agreements<br>s from any governmental as  | judgments, tax liens,<br>ency that could affect  |                   | _        | <b>X</b>             |
| 29. Is the property subject to a flood hazard or is the property loca  |  |  |                   |          | <b>X</b>             |
| 30. Does the property abut or adjoin any private road(s) or street(s)?   |  | *  |                   |          | <u>⊠</u><br>re-      |
| 31. If there is a private road or street adjoining the property, is there in   | existence any owners' associ   | lation or maintenance  |                   |          | X                    |
| agreements dealing with the maintenance of the road or street?  If you answered "yes" to any of the questions listed above (1-31) pleas  |  |  |                   |          | X                    |
| In lieu of providing a written explanation, you may attach a written re engineer, land surveyor, geologist, pest control operator, contractor, how public agency's functions or the expert's license or expertise.  The following quastions pertain to the property identified above, incligarages, or other buildings located thereon.  32. Is the property subject to governing documents which impose various upon the lot or unit?  If you answered "yes" to the question above, please explain (attach ad | e inspector, or other expert, uding the lot to be conveye mandatory covenants, condi                 | dealing with matters with a dealing under the de | vithin<br>nit(s), | the s    | scope of that        |
| 33. Is the property subject to regulation by one or more owners' associated pay regular assessments or dues and special assessments? If your requested below as to each owners' association to which the property apply:  *(specify name)  ("dues") are \$   | answer is "yes," please pro<br>is subject [insert N/A into as<br>who<br>. The name, address, and tel | vide the information by blank that does not se regular assessments ephone number of the  |                   |          | ۵                    |
| •(specify name) ("dues") are \$ per_ president of the owners' association or the association manager are   | who . The name, address, and te  | se regular assessments<br>ephone number of the   |                   |          |                      |
| * If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.   |  |  |                   |          |                      |
| Buyer Initials and Date  Buyer Initials and Date   | Owner Initials and Date _<br>Owner Initials and Date _   | BMG I  | /30               | <u> </u> | 018                  |

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| 34. | Are any fees 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 your answer is "yes," please state the amount of  | <b>Y</b> 98 | No. | Na<br><u>Representation</u>             |
|-----|--|-------------|-----|---|
|     | the fees:  |             |     |   |
| 35. | As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject:  |             |     |   |
|     |  |             |     |   |
| 6.  | As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment:  |             |     |   |
|     |  |             |     |   |
| 7.  | As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: |             |     | ï                                       |
|     |  |             |     | П                                       |
| 8.  | Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Cheok all that apply).   |             |     | _                                       |
|     |  | Yes         | No  | No<br>Representation                    |
|     | Management Fees  |             |     |   |
|     | Exterior Building Maintenance of Property to be Conveyed   |             |     |   |
|     | Master Insurance   |             |     |   |
|     | Exterior Yard/Landscaping Maintenance of Lot to be Conveyed  |             |     | . 🗆                                     |
|     | Common Areas Maintenance   |             |     |   |
|     | Trash Removal  |             |     |   |
|     | Recreational Amenity Maintenance (specify amenities covered)   | · 🗆         |     |   |
|     | Pest Treatment/Extermination   | ·           | _   | <u></u>                                 |
|     | Street Lights.   |             |     | IJ,<br>□                                |
|     | Water  |             |     |   |
|     | Sewer  |             |     |   |
|     | Storm water Management/Drainage/Ponds  |             |     | г<br>П                                  |
|     | Internet Service   |             |     |   |
|     | Cable  |             |     | П                                       |
|     | Private Road Maintenance   |             |     |   |
|     | Parking Area Maintenance   |             |     |   |
|     | Gate and/or Security.  |             |     | , П                                     |
| •   | Other: (specify)   |             |     |   |
|     |  |             |     | *************************************** |
|     |  | ~           |     | ·                                       |
| _   | er Initials and Date  Owner Initials and Date  Owner Initials and Date   | 11/         | 30  | 2018                                    |



### 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
- 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:

| or morestar rif-   | ms amount on and Ras rights' densi makes the following disclosities:   |            |       |                                   |  |  |  |
|--|--|------------|-------|-----------------------------------|--|--|--|
|  |  | Yes        | No    | No Representation                 |  |  |  |
| Buyer Initials   | 1. Mineral rights were severed from the property by a previous owner.  |            |       | <b>X</b>                          |  |  |  |
| Buyer Initials   | 2. Seller has severed the mineral rights from the property.  |            | X     |                                   |  |  |  |
| Buyer Initials   | 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.   |            | X     |                                   |  |  |  |
| Buyer Initials   | 4. Oil and gas rights were severed from the property by a previous owner.  |            |       | X                                 |  |  |  |
| Buyer Initials   | 5. Seller has severed the oil and gas rights from the property.  |            | X     |                                   |  |  |  |
| Buyer Initials   | 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.   |            | X     |                                   |  |  |  |
|  | Note to Purchasers   |            |       |                                   |  |  |  |
| may under<br>you must p<br>calendar da<br>whichever a<br>transaction | 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: 811 Vine St., Salisbury, NC 28146-5949 |            |       |                                   |  |  |  |
| Owner's Name(s):   | Brenda Morgan Goble, Don Basinger  |            |       |                                   |  |  |  |
| the date sioned  | edge having examined this Disclosure Statement before signing and that all info  |            |       | •                                 |  |  |  |
| Owner Signature:   | Brenda Morgan Soble Date Date  | <b>₽</b> N | ovem  | ber 30, 2018                      |  |  |  |
| Owner Signature:   | Brenda Morgar Johll Brenda Morgan Goble Date Don Basinger Date   | e <u>N</u> | ovem  | ber 30, 2018                      |  |  |  |
| Purchaser(s) ackn<br>understand that th<br>owner's agent(s) or       | owledge receipt of a copy of this Disclosure Statement; that they have exam<br>is is not a warranty by owner or owner's agent; and that the representations ar<br>r subagent(s).   | ined it    | befor | e signing: that they              |  |  |  |
| Purchaser Signatu  | re:Dat   | e          |       |                                   |  |  |  |
| Purchaser Signatu  |  | e          |       |                                   |  |  |  |
| The Swicegood Group,<br>Phone: (336)909-2583                         | Inc., 854 Valley Rd Ste 100 Mocksville NC 27028 Fax: Kyle Swicegood  |            |       | REC 4.25<br>1/1/15<br>811 Vine St |  |  |  |

## ${\bf LEAD\text{-}BASED\ PAINT\ OR\ LEAD\text{-}BASED\ PAINT\ HAZARD\ ADDENDUM}$

|  | NOA\30 | /201 | 8/FRI | 03: | ΩN | PM |
|--|--------|------|-------|-----|----|----|
|--|--------|------|-------|-----|----|----|

| Agent's Acknowledgement (initial)  (f) Agent has informed the Seller of the Seller's obligations underesponsibility to ensure compliance.  | der 42 U.S.C. 48 | 352d and is aware of his/her          |  |  |  |  |
|--|------------------|---------------------------------------|--|--|--|--|
| Certification of Accuracy The following parties have reviewed the information above and certify, to the best of by the signatory is true and accurate.   | their knowledge, | that the information provided         |  |  |  |  |
| IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.   |                  |                                       |  |  |  |  |
| THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT. |                  |                                       |  |  |  |  |
| Buyer:   | Date: _          |                                       |  |  |  |  |
| Buyer:   | Date: _          | w.                                    |  |  |  |  |
| Entity Buyer: (Name of LLC/Corporation/Partnership/Trust/etc.)   |                  |                                       |  |  |  |  |
|  |                  |                                       |  |  |  |  |
| Ву:  | Date: _          |                                       |  |  |  |  |
| Name: Title:   |                  |                                       |  |  |  |  |
| Agent T Kyle Strigerood  | Date: _          | November 30, 2018                     |  |  |  |  |
| Soller: Brunde Mongan Lable  | Date: _          | November 30, 2018                     |  |  |  |  |
| Seller: Who seller   |                  |                                       |  |  |  |  |
| Entity Seller:  (Name of LLC/Corporation/Partnership/Trust/etc.)   |                  | · · · · · · · · · · · · · · · · · · · |  |  |  |  |
| (Name of LLC/Corporation/Partnership/Trust/etc.)   |                  | · · ·                                 |  |  |  |  |
| By:  | Date: _          |                                       |  |  |  |  |
| Name:Title:  |                  |                                       |  |  |  |  |
| Agent:   | Date:            |                                       |  |  |  |  |

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