

Buyer Initials

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Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as singlefamily 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.
- 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.
- 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:

1. Mineral rights were severed from the property by a previous owner.

3. Seller intends to sever the mineral rights from the property prior to

2. Seller has severed the mineral rights from the property.

Yes

[]

No Representation

Buyer Initials	transfer of title to the Buyer.			\sim		
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.	[]	1X		
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					1
purchase the may under of you must pe calendar day whichever of transaction of	r does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the property, or exercise an option to purchase the property pursuant to a lease we certain conditions cancel any resulting contract without penalty to you as the purchasonally deliver or mail written notice of your decision to cancel to the owner or yes following your receipt of this Disclosure Statement, or three calendar days following first. However, in no event does the Disclosure Act permit you to cancel a for (in the case of a sale or exchange) after you have occupied the property, whichever the control of the property of the proper	ith an chaser. the ow owing contract	opti To vner the ct af	on to purch cancel the cancel the date of the cancel th	ase, you contract, nin three contract,	1/k270
wner(s) acknowled	lge having examined this Disclosure Statement before signing and that all in	forma	ation	ı is true and	d correct a	s of the
wner Signature:	Jon Milen ex	_ Date	e	10-12	3-24	
wner Signature:		Date	e			
urchaser(s) acknow at this is not a war subagent(s).	vledge receipt of a copy of this Disclosure Statement; that they have examined ranty by owner or owner's agent; and that the representations are made by t	_ l it bef the ow	fore vnei	signing; the and not th	at they und ne owner's d	lerstand agent(s)
ırchaser Signature	:	_ Dat	te _			
	:	Dat	te			
			12.		1	REC 4.25
e Swicegood Group, Inc., 279	Phone: (336)909-25	583	F	ax:		1/1/15

NORTH CAROLINA REAL ESTATE COMMISSION



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description:	
Owner's Name(s):	

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.

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

	Yes	No	NR
A1. Is the property currently owner-occupied? Date owner acquired the property: If not owner-occupied, how long has it been since the owner occupied the property?			
A2. In what year was the dwelling constructed?			
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	ĺ		Z
A5. In what year was the dwelling's roof covering installed?			
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?			abla
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?			7
A9. Is there a problem, malfunction, or defect with the dwelling's: NA Yes No NR Foundation Slab Patio Ploors Doors Ceilings Deck Deck Other:	ge 📗	Yes	No NR
Explanations for questions in Section A (identify the specific question for each explanation):			
SECTION B. HVAC/ELECTRICAL 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:			Z
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B4. What is the dwelling's cooling source? (Check all manufacture) Central Forced Air: Year: W Other: Year: B5. What is the dwelling's fuel source? (Check all tha	all/Windows Unit(s):	f each system	res	NO	NR
Electricity Natural Gas Solar Propan					
Explanations for questions in Section B (identify the	specific question for each ex	planation):			
	SECTION C. FER SUPPLY/SEWER/SE		Yes	No	NR
C1. What is the dwelling's water supply source? (Chec City/County Shared well Community System Programmed Prog					7
If the dwelling's water supply source is supplied by a pri has been tested for: (Check all that apply).	vate well, identify whether the p	private well			
Quality Pressure Quantity					
If the dwelling's water source is supplied by a private quality/quantity test?	well, what was the date of the	last water			
C2. The dwelling's water pipes are made of what type Copper Galvanized Plastic Polybutyler		oply)			7
C3. What is the dwelling's water heater fuel source? (Ch system manufacture) Gas: Electric:		ear of each			
C4. What is the dwelling's sewage disposal system? (C Septic tank with pump community system Septic Connected to City/County System City/Co Straight pipe (wastewater does not go into a septic or oth system violates State Law.	tank Drip sy bunty system available Other:				Z
If the dwelling is serviced by a septic system, how mapermit? No Records Available Date the septic system was last pumped:	ny bedrooms are allowed by th	ne septic system	n		
	e dwelling's: em (pipes, fixtures, water heater, (water quality, quantity, or pressu		No 1	NR.	
Explanations for questions in Section C (identify the	specific question for each exp	planation):	•		
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SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equ If yes, when was it last Date of last maintenance		em?				Yes	No	NR
D2. Is there a problem,	malfunction, or defect with	the dwelling's:						
Attic fan, exhaust fan, ceiling fan Elevator system or component Appliances to be conveyed	s No NR NA Y Irrigation system Pool/hot tub /spa TV cable wiring or satellite dish		Sump pump Gas logs Central vacuum	Yes No	NR Gar	rage Door system Security system Other:	NA Yes	No NR
Explanations for quest	ions in Section D (identify	the specific qu	estion for e	ach expla	nation):			
		SECTION	T.					
		LAND/ZON						
E1. Is there a problem, reproperty?	malfunction, or defect with	the drainage, gra	nding, or soi	l stability	of the	Yes	No	NR
	olation of any local zoning cluding setback requirement		trictive cov	enants, or	local			
	olation of any building codons or other changes/impro		e failure to	obtain rec	quired			
	ect to any utility or other ea on adjacent property, or ot			s, party wa	ılls,			
E5. Does the property a	but or adjoin any private ro	oad(s) or street(s	s)?					
E6. If there is a private maintenance agreement	road or street adjoining the s dealing with the maintena	property, are thance of the road	nere any own or street?	ners' assoc	ciation or			
Explanations for questi	ions in Section E (identify	the specific qua	estion for ed	ach expla	nation):			
	ENVIRO	SECTION ONMENTAL		NG				
F1. Is there hazardous o radon gas, methane gas, which otherwise affect t	r toxic substance, material, lead-based paint) that exceed the property?	or product (suc	ch as asbesto afety standa	os, formalerds locate	dehyde, d on or	Yes	No	NR
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	Yes	No	NK
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?			7
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?			7
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?			Z
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?			Z
F10. Is there a flood or FEMA elevation certificate for the property?			
Explanations for questions in Section F (identify the specific question for each explanation):			
SECTION G.			
MISCELLANEOUS			
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	Yes	No	NR.
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?			Z Z
separate from an owners' association that impose various mandatory covenants, conditions, and or			Z Z
separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?			Z Z

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.

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]:	Yes	No	NI D
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			
b. (specify name) whose regular assessments ("dues") are			
Ψ management pci			
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 it correct to the best of their knowledge as of the date signed.			
Owner Signature: Date	10-12	7-24	1
Owner Signature: Date Date			
Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it	before sigi	ning.	
Buyer Signature: Date			_
Buyer Signature: Date			



Working With Real Estate Agents Disclosure (For Sellers)

IMPORTANT

This form is <u>not</u> a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do <u>not</u> share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this seller.
Seller's Agency (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for sale. If you sign the listing agreement, the listing firm and its agents would then represent you. The buyer would either be represented by an agent affiliated with a different real estate firm or be unrepresented.
Dual Agency: Dual agency will occur if your listing firm has a buyer-client who wants to purchase your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the buyer at the same time. A dual agent's loyalty would be divided between you and the buyer, but the firm and its agents must treat you and the buyer fairly and equally and cannot help you gain an advantage over the other party.
Designated Dual Agency: If you agree in a written agency agreement, the real estate <u>firm</u> would represent both you and the buyer, but the firm would designate one agent to represent you and a different agent to represent the buyer. Each designated agent would be loyal only to their client.
Buyer Agent Working with an Unrepresented Seller (For Sale By Owner, "FSBO"): The agent who gave you this form will <u>not</u> be representing you and has no loyalty to you. The agent will represent only the buyer. Do not share any confidential information with this agent.
Note to Seller: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.
Seller's Signature Seller's Signature Date
T. Kyle Swiegood 195929 The Swiegood Grosp Agent's Name Firm Name
REC. 4.27 ● 1/1/2022