



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 real estate (single-family four dwelling units) to furnish buyers at Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one with the sale, exchange, option, and transactions of residential real estate (single-family four dwelling units) to furnish buyers at Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one with the sale, exchange, option, and transactions of residential real estate (single-family four dwelling units) to furnish buyers at Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one with the sale, exchange, option, and transactions of residential property and owners' Association Disclosure Statement ("Disclosure Statement").
- 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 Buyer: 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. 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: 179 Ogana Court, Brevard, NC 28712 Owner's Name(s): Gail S Reitman Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed. Date Owner Signature: Date Owner Signature: 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:

Property Address/Description:	179 Ogana Court, Brevard, NC 28712
1109 1 0624-R OGANA CT 2 09	

The following questions address the characteristics and condition of the property identified above about which the owner has <u>actual knowledge</u>. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

		Yes	No	No Representation
1.	In what year was the dwelling constructed? 2005 Explain if necessary:			
2.	Is there any 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?		囚	
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 ☐ Other(Check all that apply)			
4.	In what year was the dwelling's roof covering installed? 2005 (Approximate if no records are available) Explain if necessary:			
5.	Is there any leakage or other problem with the dwelling's roof?		Ø	
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?		DX	
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		Š	
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?		X	
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?		Ø	
	What is the dwelling's heat source? Furnace Heat Pump Baseboard Other (Check all that apply) Age of system: Not Known Compression Vas replaced about 5 year	sal	ō	
11.	What is the dwelling's cooling source? ☑ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other (Check all that apply) Age of system: Not Known 560€ 05 6			П
12.	What are the dwelling's fuel sources? ☐ Electricity ☐ Natural Gas ☑ Propane ☐ Oil ☐ Other			ш
	If the fuel source is stored in a tank, identify whether the tank is above ground or below ground, and whether the tank is believed by seller or owned by seller. (Check all that apply)			
13.	What is the dwelling's water supply source? ☐ City/County ☐ Community System ☐ Private Well ☐ Shared Well ☐ Other (Check all that apply)			
14.	The dwelling's water pipes are made of what type of material? ☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other (Check all that apply)			
15.	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?		Ž	
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 septic system, do you know how many bedrooms are allowed by the septic system permit?			
18.	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?) 	_
	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	ш	Ø	П
20	gas logs, or other systems?		凶、	
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.)?		X	
D.	CR			
Duy	er Initials and Date Owner Initials and Date			
Buy	er Initials and Date Owner Initials and Date			

		3	Yes No Repr	No_ esentation
01 T	s there any problem with present infestation of the dwelling, or damage from past infe	station of wood		П
	actroving incects of organishis which has not been repaired		- 9	
22 I	s there any problem, malfunction or defect with the drainage, grading or soil stability of the	property?		ш
23. A	Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed		
24. Is	s the property to be conveyed in violation of any local zoning ordinances, restrictive covenar use restrictions, or building codes (including the failure to obtain proper permits for room a	dditions or other		
(thanges/improvements):	as contaminated ne property?		
26. Is	s there any noise, odor, smoke, etc. from commercial, industrial, or inimitary sources wells or en	croachments from		_
	Is the property subject to any utility or other easements, shared driveways, party walls or encoron adjacent property?			
28.	Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreement liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governge could affect title to the property?	nental agency that flood hazard areas		
20	Does the property abut or adjoin any private road(s) or street(s)?			ш
31.	If there is a private road or street adjoining the property, is there in existence any owners' associate agreements dealing with the maintenance of the road or street?	ion or maintenance		
Ifwo	ou answered "yes" to any of the questions listed above (1-31) please explain (attach add	itional sheets if r	iecessary):	
H yo	diameter years in any			
	Lie Disclosur	Statement by a	public agency	, or by an
attor	eu of providing a written explanation, you may attach a written report to this Disclosur rney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or scope of that public agency's functions or the expert's license or expertise.			
the s	following questions pertain to the property identified above, including the lot to be co	nveyed and any	dwelling unit	(s), sheds,
deta	ached garages, or other buildings located thereon.			No
	Is the property subject to governing documents which impose various mandatory covena-	nts, conditions, an	Yes No R ad ☑ □	epresentation
	restrictions upon the lot or unit?	eets if necessary	'): 	
	Connestee Falls POA			
33.	Is the property subject to regulation by one or more owners' association(s) including, obligations to pay regular assessments or dues and special assessments? If you answer is the information requested below as to each owners' association to which the property is	but not limited t yes," please provi subject [insert N	de /A	
	into any blank that does not apply]:		ar assessments	("dues")
	(specify name)Connestee Falls POA are \$3570 peryear The name, address and telephone number of the p			
	are \$\frac{3570}{2570} \text{per}\frac{year}{2570} The name, address and telephone fullible of the part of t			
	association manager are jiii Whitehove, or			
-	• (specify name)	whose regul	ar assessment	s ("dues")
	(specify name) The name, address and telephone number of the pare \$ per The name, address and telephone number of the pare \$ per The name, address and telephone number of the pare \$ per per The name per The name per per per per per The name per	resident of the ov	vners' associat	ion or the
	association manager are			
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В	ouyer Initials and Date Owner Initials and Date			
B	Buyer Initials and Date Owner Initials and Date	e		
RE	C 4.22 V 8/21			

*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. No Yes No Representation 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 \square of the fees: \$10,500 one time amenity fee if paid at closing or \$12,500 amenity fee if paid after closing but before the end of the year of the purchase 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: 36. 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: 37. 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: 38. 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")? (Check all that apply). No 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) Lakes, Hiking Trails, Clubhouse, Pool, Tennis Pickle Ball, Bocci Pest Treatment/Extermination.... Street Lights..... Water..... Sewer. Storm water Management/Drainage/Ponds.... Internet Service..... Cable....... Private Road Maintenance. Parking Area Maintenance. Gate and/or Security..... Other: (specify) Buyer Initials and Date Owner Initials and Date Buyer Initials and Date Owner Initials and Date





Instructions to Property Owners

- 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.
- 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:

rights, Seller m	akes the following disclosures:				
		Yes	No	No Representation	
Buyer Initials	1. Mineral rights were severed from the property by a previous owne	r. 🗆			
Buyer Initials	2. Seller has severed the mineral rights from the property.				
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior t transfer of title to the Buyer.	• 			
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.				
Buyer Initials	5. Seller has severed the oil and gas rights from the property.		\square		
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prio to transfer of title to Buyer.	r 🗆	Ø		
	Note to Purchasers				
purchase th may under you must pe calendar da whichever o	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 content of the conditions cancel any resulting contract without penalty to you as the personally deliver or mail written notice of your decision to cancel to the owner of the following your receipt of this Disclosure Statement, or three calendar days for occurs first. However, in no event does the Disclosure Act permit you to cancel for (in the case of a sale or exchange) after you have occupied the property, which	with an urchase or the o llowing a contra	option op	cancel the contract, s agent within three late of the contract, er settlement of the	
Property Address:	179 Ogana Court, Brevard, NC 28712				
Owner's Name(s):					
Owner(s) acknowle late signed.	dge having examined this Disclosure Statement before signing and that all i	nforma	tion	is true and correct as o	fthe
Owner Signature:	Cycil Reitman	te			
Owner Signature:	Da				
Purchaser(s) acknown hat this is not a work or subagent(s).	wledge receipt of a copy of this Disclosure Statement; that they have examined arranty by owner or owner's agent; and that the representations are made by	the ou	ore sig mer a	ning; that they unders nd not the owner's age	and nt(s)
Purchaser Signatus	re:D	ate			
Purchaser Signatu	re:D	ate			
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