



## 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.
- 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  $(\sqrt{})$  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.

property, whichev	er occurs first.			
In the space below	, type or print in ink the add	lress of the property (sufficient to identify i	it) and you	name. Then sign and date.
Property Address:	352 Cherokee Circle, Lake	Гохаway, NC 28747		
Owner's Name(s)	George Fleszar and Regina	Fleszar		
Owner(s) acknowledge of the date signed.	edge(s) having examined this	Disclosure Statement before signing and th	at all infor	mation is true and correct as
Owner Signature	George Fleszar		dotloop verified 03/17/23 2:07 PM EDT HVT8-RQCZ-DXM6-LVCC	Date
Owner Signature	Regina Fleszar		dotloop verified 03/17/23 1:17 PM EDT OUEF-DUHK-UBGS-HJPB	Date <u>03/17/2023</u>
this is not a warra representations are	ity by owners or owners' agent made by the owners and not	osure Statement; that they have examined it ts; that it is not a substitute for any inspectio the owners' agents or subagents. Buyers are r professional. As used herein, words in the p	ns they may strongly en	wish to obtain; and that the couraged to obtain their own
Buyer Signature:				Date
Buyer Signature:				Date

5.

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.

		<u>Yes</u>	<u>No</u>	No Representation
1.	In what year was the dwelling constructed? 1989 .  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?		$\square$	
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? 2014 (Approximate if no records are available) Explain if necessary:			
5.	Is there any leakage or other problem with the dwelling's roof?		$\checkmark$	
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?		$\checkmark$	
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		$\checkmark$	
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?		$\checkmark$	
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?		$\checkmark$	
10.	What is the dwelling's heat source? ✓ Furnace ✓ Heat Pump ☐ Baseboard ☐ Other(Check all that apply) Age of system: ??			$\square$
11.	What is the dwelling's cooling source? ✓ Central Forced Air ☐Wall/Window Unit(s) ☐ Other(Check all that apply) Age of system: 25+years			
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 wowned 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)			abla
15.	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?		$\checkmark$	
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?	V		
18.	If your answer is "yes," how many bedrooms are allowed? Three 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, gas logs, or other systems?	_		
20.	Is there any problem, malfunction or defect with any appliances that may be included in the conveyance	ч	$\checkmark$	Ц
	(range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?		$\checkmark$	
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		<u>Yes</u>	<u>No</u>	No Representation
21.	Is there any problem with present infestation of the dwelling, or damage from past infestation of wood	П	abla	
22	destroying insects or organisms which has not been repaired?			H
	Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed	Ч	¥	ш
23.	with the property?		$\checkmark$	
	Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?		abla	
25.	Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property?		☑	
26.	Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?		$\checkmark$	
27.	Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?		$\checkmark$	
28.	Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?		$\checkmark$	
29.	Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?		$\checkmark$	
30.	Does the property abut or adjoin any private road(s) or street(s)?	$\checkmark$		
31.	If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?	$\checkmark$		
	ou answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if ne		ary):	
The ]	property is within a private community which has a Home Owners Association. The HOA fees cover road maintenan	ce.		
atto the :	ieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a purney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealir scope of that public agency's functions or the expert's license or expertise.  following questions pertain to the property identified above, including the lot to be conveyed and any dwached garages, or other buildings located thereon.	ıg w	ith m	natters within nit(s), sheds,
32.			No	No Representation
	If you answered "yes" to the question above, please explain (attach additional sheets if necessary):  The property is within a private community which is subject to deed restrictions and covenants.			
33.	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 you answer is "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]:	✓		
	• (specify name) Indian Lake Club whose regular a	ssess	smen	ts ("dues")
	are \$2644 per year The name, address and telephone number of the president of the owner	rs' as	socia	tion or the
*No	association manager are Jan Harden, P. O. Box 371, Lake Toxaway, NC 28747, 251-366-1716 te - the house HOA fee is \$984 per year and the additional lot HOA fee is \$840 per year, for a total of 1,80	14.00	<u> </u>	
NU				ts ("dues")
	• (specify name) whose regular a are \$ per The name, address and telephone number of the president of the owner			
	association manager are			
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"No	you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statemo" or "No Representation" to question 33 above, you do not need to answer the remaining question tement. Skip to the bottom of the last page and initial and date the page.	ent. If yo s on thi	s Disclosure
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 the fees:	Yes No	No Representation
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: There is a special assessment of \$580 per lot for the next 5 years beginning in 2023. The 2023 installment has been paid for all 3 lots. Sellers will pay \$5,000 toward the special		
36.	As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? 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 <i>involving the planned community or the association to which the property and lot are subject</i> , 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:		l 🗆
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).	Yes No	<u>No</u> 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) Community Park, Dock, Lakes and Dams		
	Pest Treatment/Extermination		_
	Street Lights		
	Water		
	Sewer		
	Storm water Management/Drainage/Ponds		
	Internet Service		
	Cable		<u> </u>
	Private Road Maintenance	$\square$	. □
	Parking Area Maintenance	$\square$	l ∐
	Gate and/or Security	$\sqcup \bigvee$	
	Other: (specify)		
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Yes No No Representation

## **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  $\sqrt{\ }$  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:

Buyer Initials 1. Mineral rights were severed from the property by a previous owne	r. 🗆		$\square$
Buyer Initials 2. Seller has severed the mineral rights from the property.		$\square$	
Buyer Initials  3. Seller intends to sever the mineral rights from the property prior t transfer of title to the Buyer.	o 🗆	$\square$	
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.		abla	
Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	or 🗆	$\square$	
Note to Purchasers			
purchase the property, or exercise an option to purchase the property pursuant to a lease may under certain conditions cancel any resulting contract without penalty to you as the p you must personally deliver or mail written notice of your decision to cancel to the owner of calendar days following your receipt of this Disclosure Statement, or three calendar days for whichever occurs first. However, in no event does the Disclosure Act permit you to cancel transaction or (in the case of a sale or exchange) after you have occupied the property, which Property Address: 352 Cherokee Circle, Lake Toxaway, NC 28747	urchaser or the ow llowing a contra	r. To ca vner's a the dat ct after	ncel the contract, gent within three te of the contract, settlement of the
Owner's Name(s):George Fleszar and Regina Fleszar			
Owner(s) acknowledge having examined this Disclosure Statement before signing and that all i date signed.	nforma	tion is	true and correct as of the
Owner Signature: George Fleszar Godolop verfled Ozgrega Signature: Da	te		
Owner Signature: Regina Fleszar dostop verfled Option verfled Opti	te <u>02/28</u>	/2023	
Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined that this is not a warranty by owner or owner's agent; and that the representations are made by or subagent(s).	l it befo the own	re signi ner and	ing; that they understand d not the owner's agent(s)
Purchaser Signature:	ate		
Purchaser Signature:	ate		