



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, whichever	ver occurs first.				
. In the space belo	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	Property Address: 110 Lakeview Court, Brevard, NC 28712				
Owner's Name(s	Owner's Name(s): Mary Goodson Samuels and Eric Mark Samuels				
Owner(s) acknow of the date signed.	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	Mary Goodson Samuels	dotop verified 03/28/23 11 400 AM EDT HYHN-2IDD-S3RR-B1ZU	te		
Owner Signature	Eric Mark Samuels	datloop verified 0328/23 11:47 MA EDT 0158-3440-UNWYIJLT	te		
this is not a warra	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:		Dat	e		
Buyer Signature:		Dat	re		

Property Address/Description: 110 Lakeview Court, Brevard, NC 28712

+ or - 1220 sq ft condo at Waterford Place

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? 1985 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?	✓		
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? 2023 (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.)?		\square	
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: 2022			
11.	What is the dwelling's cooling source? ☑ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other(Check all that apply) Age of system:			
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)			
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)?		\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? If your answer is "yes," how many bedrooms are allowed? No records available			
18.	Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?	Г		П
19.	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	L	V	Ш
	(range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?			
Bu	yer Initials and Date 03/28/2023 Owner Initials and Date 03/28/23			
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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 destroying insects or organisms which has not been repaired?		\checkmark	
22.	Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?		\checkmark	
23.	Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed 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)?		✓	
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?		abla	
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?		abla	
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		
If yo	ou answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if ne	cess	ary):	
There The ir We er	are a few outside screens missing and not all the windows stay propped up on their own. side dishwasher pop-open door (where you put a pod) no longer pops open so you have to place the pod in the bottom of the dishwashe iclosed the back porch in 2014. riveway abuts Lakeview Court that is maintained by the WPPOA.	er.		
In li	eu 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, dealing cope of that public agency's functions or the expert's license or expertise.	ıblic 1g w	age ith n	ncy, or by an natters within
The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.				
	Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?	Yes		No Representation
	If you answered "yes" to the question above, please explain (attach additional sheets if necessary):		_	
	The condominium is governed by the WPCA's Rules & Regulations and their set of Bylaws. The shared Common Areas are governed by the WPPOA's Covenants and their set of Bylaws.			
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]:	\square		
	• (specify name) Waterford Place Property Owners Association (WPPOA) whose regular a			
	are \$\frac{355}{200} \text{ per Month} \text{ The name, address and telephone number of the president of the owner association manager are \text{Bill Christie, P.O. Box 1603, Brevard NC 28712, (704) 293-4466}	rs' as	socia	tion or the
	association manager are Elitistic, 1.0. Box 1003, Brevald Ne 2012, (704) 233-4400			
	• (specify name) Waterford Place Condominium Association whose regular a	ssess	smen	ts ("dues")
	are \$214.50 per Quarter The name, address and telephone number of the president of the owner	rs' as	socia	tion or the
association manager are Donna Reyburn, 84 Lakeview Court, (843) 801-2640				
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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.		
	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: \$214.50 due at closing	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 \$250 special assessment due quarterly for 2023.		
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:		
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	\square	
	Master Insurance		
	Exterior Yard/Landscaping Maintenance of Lot to be Conveyed	\square	
	Common Areas Maintenance	lacksquare	
	Trash Removal.	abla	
	Recreational Amenity Maintenance (specify amenities covered) Pool and Clubhouse maintenance		
	Dest Transport of Francisco de la constant		
	Pest Treatment/Extermination		
	Street Lights		
	Water		
	Sewer.	∇	
	Storm water Management/Drainage/Ponds	\square	
	Internet Service		
	Cable		
	Private Road Maintenance	lacksquare	
	Parking Area Maintenance	\square	
	Gate and/or Security		
	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 owner.			
Buyer Initials 2. Seller has severed the mineral rights from the property.		abla	
Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.			\square
Buyer Initials 5. Seller has severed the oil and gas rights from the property.		\square	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		\square	
Note to Purchasers			
If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the purchase the property, or exercise an option to purchase the property pursuant to a lease we may under certain conditions cancel any resulting contract without penalty to you as the puryou must personally deliver or mail written notice of your decision to cancel to the owner or calendar days following your receipt of this Disclosure Statement, or three calendar days followhichever occurs first. However, in no event does the Disclosure Act permit you to cancel a transaction or (in the case of a sale or exchange) after you have occupied the property, which	ith an rchases the ov owing contra	option r. To ca vner's a the da ct after	n to purchase, you cancel the contract, agent within three te of the contract, a settlement of the
Property Address: 110 Lakeview Court, Brevard, NC 28712			
Owner's Name(s):Mary Goodson Samuels and Eric Mark Samuels			
Owner(s) acknowledge having examined this Disclosure Statement before signing and that all in date signed.	forma	tion is	true and correct as of the
Owner Signature: Mary Goodson Samuels dottop verified 03/19/23 S50 PM EDT 80ZQ-CDPA-UGH-IJSH Date	e		
Owner Signature: Eric Mark Samuels delop-yerified Oxing Signature: Date	e		
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 to subagent(s).	it befo he owi	re sign ner and	ing; that they understand d not the owner's agent(s)
Purchaser Signature: Da	.te		
Purchaser Signature: Da	te		