



# 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.

1 1 3/	
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: 269 Oconee Bell Lane, Brevard, NC 28712	
Owner's Name(s): Garrison Reed Adams	
Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all inform of the date signed.	nation is true and correct as
detioop verified	Date <u>10/02/2023</u>
Owner Signature:	Date
Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encountries inspections from a licensed home inspector or other professional. As used herein, words in the plural include	wish to obtain; and that the ouraged to obtain their own
Buyer Signature:	Date
Buyer Signature:	Date

5.

Property Address/Description: <u>269 Oconee Bell Lane, Brevard, NC 28712</u> L 29 LINE RUNNERS RD

The following questions address the characteristics and condition of the property identified above about which the owner has *actual knowledge*. 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? 1999 . Explain if necessary:			$\square$
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? 1999 (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:			
11.	What is the dwelling's cooling source? ☑ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other(Check all that apply) Age of system:			П
12.	What are the dwelling's fuel sources? ☐ Electricity ☐ Natural Gas ☑ Propane ☐ Oil ☐ Other			Ь
	(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?		☑	
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,	Ш	abla	Ц
-/-	exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems?			abla
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.)?			abla
Bu	yer Initials and Date Owner Initials and Date			
Bu	yer Initials and Date Owner Initials and Date			

		<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?			abla	
24.	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)?			$\square$	
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?			Ø	
26.	Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?			abla	
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?				
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	cess	ary):		
Priva	ate community road with maintenance agreement and poa				
atto	In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.				
The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds,					
deta	ached garages, or other buildings located thereon.	37	N	No	
32.	Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?		No	Representation	
33.	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) Round Mountain HOA whose regular assessments ("dues")					
	are \$\frac{400}{\top \text{per year}} \text{per year} \tag{Mike Poole (828) 884-4920} The name, address and telephone number of the president of the owners' association or the				
	association manager are Mike Poole (828) 884-4920				
	• (specify name) whose regular a	ssess	men	ts ("dues")	
are \$perThe name, address and telephone number of the president of the owners' association or the					
association manager are					
Bu	yer Initials and Date Owner Initials and Date				
Bu	yer Initials and Date Owner Initials and Date				

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"No	o" 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.	s on thi	s Disclosure
o.u.	comend out to the bottom of the fast page and initial and date the page.	Yes No	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 of 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:		
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 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).	Yes No	No_ Representation
	Management Fees	$\square$	
	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		
	Street Lights		
	Water		
	Sewer		
	Storm water Management/Drainage/Ponds		
	Internet Service		П
	Cable		
	Private Road Maintenance		
	Parking Area Maintenance		
	Gate and/or Security		
	Other: (specify)		Ц
Bu	yer Initials and Date Owner Initials and Date		
Bu	ver Initials and Date  Owner Initials and Date		

\*If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered

Purchaser Signature:



#### **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:

	Yes	No	No Representation
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.		$\square$	
Buyer Initials  3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		$\square$	
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.		$\square$	
Buyer Initials  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 to 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 of 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	rith an crchased the ow lowing contra	option To control The date of afte	n to purchase, you cancel the contract, agent within three ate of the contract, er settlement of the
Property Address: 269 Oconee Bell Lane, Brevard, NC 28712			
Owner's Name(s):Garrison Reed Adams			
Owner(s) acknowledge having examined this Disclosure Statement before signing and that all in date signed.	forma	tion i.	s true and correct as of the
Owner Signature: Garrison Reed Adams  dolloop verified 1000/223 11:29 AM EDT HXCR-TQSZ-9NUV-PCLF Date	e		
Owner Signature:	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 1er an	ning; that they understand nd not the owner's agent(s)
Purchaser Signature: Da	ite		



## Looking Glass Realty Regional Acknowledgement Form

Property Address: 269 Oconee Bell Lane, Brevard, NC 28712		
eller: Garrison Reed Adams		
uyer:		

1. AREA REGIONAL AIRPORTS: Buyer acknowledges awareness of and possible noise associated with area regional airports and air traffic. Many types of aircraft operate from these airports with varying traffic patterns. Buyer may desire to contact these regional airports to inquire into flight patterns and any other concerns Buyer may have regarding the airports. The main regional airports are:

Asheville Regional Airport	Hendersonville Airport	Transylvania County Airport	Greenville-Spartanburg International Airport
Mailing Address: P.O. Box 817 Fletcher, NC 28732	Mailing Address: 1232 Shepherd Street Hendersonville, NC 28792	Mailing Address: P.O. Box 1390 Etowah, NC 28729	Mailing Address: 2000 GSP Drive Suite 1 Greer, SC 29651
828-684-2226	828-693-1897	828-877-5801	864-877-7426
Physical Address: 61 Terminal Drive Fletcher, NC 28732	Physical Address: 1232 Shepherd Street Hendersonville, NC 28792	Physical Address: 5436 Old Hendersonville Hwy Pisgah Forest, NC 28768	Physical Address: 2000 GSP Drive Greer, SC 29651

- 2. MISSION HOSPITAL HELICOPTER: Buyer acknowledges awareness of and possible noise associated with the helicopter serving Mission Hospital, which is located between Biltmore Ave. and McDowell St. in Asheville. Buyer may wish to contact Mission Hospital at 828-213-1111 to inquire into the flight patterns and any other matter and concerns which Buyer may have as to the helicopter service and how it affects this property.
- 3. INTERSTATES, ROADWAYS AND RAILROADS: Buyer acknowledges awareness of possible noise associated with road traffic and trains traveling through Western North Carolina. Buyer is advised to seek out information from the North Carolina Department of Transportation (<a href="http://www.ncdot.gov/projects">http://www.ncdot.gov/projects</a>) or other governmental bodies controlling traffic, traffic patterns, pending road projects or train tracks that might adversely affect the property being purchased.
- 4. LAND USE ORDINANCES: Buyer acknowledges the awareness of local, incorporated municipalities, county, state, and governmental laws, ordinances and regulations that may affect Buyer's intended use or development of the subject property. Buyer's agent may assist in providing resources available for obtaining relevant information regarding such, however, Buyer solely accepts responsibility for investigation and verification of any and all issues related to compliance with any such ordinances or regulations relative to environmental, zoning, subdivision, occupancy, use, construction or development of the property which may affect Buyer's intended use or development of the property.
- 5. FUTURE DEVELOPMENT: Buyer acknowledges awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation activity. Such development may result in increased pedestrian and vehicular traffic, noise, dust,

Buyer Initials	
•	

Seller Initials 10/0



dangers, annoyances, impacts on view corridors and similar effects, both expected and unexpected, and may disturb or disrupt Buyer's use and enjoyment of the Property. Buyer is encouraged to contact the planning department of the jurisdiction where the Property is located to inquire into any proposed development that might affect Buyer's interest in the Property. Buyer should also investigate contemplated development projects that are not yet in the application process by researching local media, including print newspapers, television and web-based publications.

- 6. STEEP SLOPE: Buyer acknowledges that local municipalities regulate the building and subdivision of steep slopes in Western North Carolina. Regulations include limits to grading, disturbances, and requirements for geotechnical engineer reports, amount of impervious surface that can be created, density limits, and subdivision restrictions. Buyer is advised to check with the planning department of the governmental jurisdiction in which the property is located to see of the property is restricted by steep slope regulations.
- 7. REGISTERED ENVIRONMENTAL SITE: The Property may be bordered by or located near a site that is recognized as having environmental contamination or concerns, or is subject to investigation, administrative action, or remedial measures taken by the Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (NC DEQ), or other governmental agencies. It is Buyer's sole responsibility to investigate to its satisfaction any and all concerns it may have regarding this issue. Brokers associated with this transaction make no representation as to the characteristics and conditions of the property, any improvements to the property, or with respect to any active or inactive investigations, any action by the EPA, NC DEQ, or any other governmental agency.

Possible sources of information concerning registered environmental sites are the following:

- a. EPA Superfund Sites: https://www.epa.gov/superfund/search-superfund-sites-where-you-live
- b. EPA Toxics Release Inventory Program: <a href="http://www2.epa.gov/toxics-release-inventory-tri-program">http://www2.epa.gov/toxics-release-inventory-tri-program</a>
- c. NC DEQ Brownfields Project Inventory: <a href="https://deq.nc.gov/about/divisions/waste-management-bf-inventory">https://deq.nc.gov/about/divisions/waste-management-bf-inventory</a>
- 8. GEOGRAPHIC INFORMATION SYSTEMS (GIS): Buyer should use county GIS as an additional resource to investigate the condition of the Property, including issues related to flood plains, zoning, topography, among many others. Buyer should be aware that the boundary lines depicted on GIS are not guaranteed to be accurate and are not a good substitute for a survey. Looking Glass Realty always recommends that Buyer obtain a new survey performed by a licensed surveyor. The county GIS can be found at the following web addresses:
  - a. Buncombe County: https://gis.buncombecounty.org/buncomap/
  - b. Henderson County: https://www.hendersoncountync.gov/gis
  - c. Polk County: https://www.polknc.gov/quick\_links/gomaps\_gis/index.php
  - d. Rutherford County: <a href="https://gis.rutherfordcountync.gov/maps/">https://gis.rutherfordcountync.gov/maps/</a>
  - e. Transylvania County: <a href="https://www.webgis.net/nc/transylvania/">https://www.webgis.net/nc/transylvania/</a>
- 9. MEGAN'S LAW: Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 14 of the North Carolina General Statutes (NCGS §14-208.5 et seq.). Such information may be obtained by contacting the local Sheriff's department or at http://sbi.jus.state.nc.us/DOGHAHT/SOR/Default.htm.
- 10. WIRE FRAUD DISCLOSURE: Buyer and Seller acknowledge awareness of possible wire fraud. Never trust wiring instructions sent via email from anyone. Always independently confirm wiring instructions in person or via telephone to a trusted and verified phone number.

Buyer's investigation into matters out	llined above shall be completed prior	to the expiration of the Due
Diligence Period, as defined in the att	tached Offer to Purchase and Contract	t. CLOSING SHALL
Buyer Initials	Page 2 of 3	Seller Initials 10/02/23 11:31 AM EDT dotton verified



CONSTITUTE BUYER'S ACCEPTANCE OF THE PROVISIONS, AND ALL OTHER CONDITIONS OF THE PROPERTY. Buyer and Seller hereby agree to indemnify and hold harmless Looking Glass Realty, LLC, its agents and assigns, from and against any and all liability, claim, loss, damage, suit or expense that Looking Glass Realty, LLC, its agents and assigns, may incur as a result of Buyer's and Seller's use of any of the listed disclosures.

In the event of any conflict between this Addendum and the attached Offer to Purchase and Contract, the terms of this Addendum shall control.

Buyer:	Seller: garrison Reed Adams
Buyer:	Seller:
Buyer:	Seller:
Buyer:	Seller:
ENTITY BUYER:	ENTITY SELLER:
Name of Entity	Name of Entity
By:	By:_ Name:_ Title:_

