



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 (✓) 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.

5. 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: 21 Hunting Country Trl, Tryon, NC 28782-9763

Owner's Name(s): Valaria Devine

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: \_\_\_\_\_

Date: 2/18/24

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Property Address/Description: 21 Hunting Country Trl, Tryon, NC 28782-9763

Lot 21 of Building 7, Phase VII Hunting Country Trail

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.

- |  | Yes                      | No                       | No<br>Representation                |
|--|--------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? 1987<br>Explain if necessary: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 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?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone<br><input type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos<br><input type="checkbox"/> Other _____ (Check all that apply)                                   |                          |                          | <input checked="" type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available) Explain if necessary: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof?.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____<br>(Check all that apply) Age of system: _____   |                          |                          | <input checked="" type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____<br>(Check all that apply) Age of system: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____<br>(Check all that apply)<br>If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) |                          |                          | <input checked="" type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____<br>(Check all that apply).....  |                          |                          | <input checked="" type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____<br>(Check all that apply).....   |                          |                          | <input checked="" type="checkbox"/> |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____<br>(Check all that apply).....                  |                          |                          | <input checked="" type="checkbox"/> |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit?<br>If your answer is "yes," how many bedrooms are allowed? _____ <input type="checkbox"/> No records available  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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.)?.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date   
Buyer Initials and Date

Owner Initials and Date JD 2/8/24  
Owner Initials and Date

- |  | Yes                      | No                       | 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?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 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)?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 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?.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 30. Does the property abut or adjoin any private road(s) or street(s)?.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 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?.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

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, detached garages, or other buildings located thereon.

- |  | Yes                      | No                       | No Representation        |
|--|--------------------------|--------------------------|--------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 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]: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

• (specify name) \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are \_\_\_\_\_

• (specify name) \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are \_\_\_\_\_

Buyer Initials and Date

Owner Initials and Date

*WJ* 2/10/24

Buyer 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 "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.**

- |  | Yes                      | No                       | No<br>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: _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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: _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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: _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- |  | Yes                      | No                       | No<br>Representation                |
|--|--------------------------|--------------------------|-------------------------------------|
| 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). |                          |                          |                                     |
| Management Fees.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Building Maintenance of Property to be Conveyed.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Master Insurance.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Common Areas Maintenance.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Trash Removal.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Recreational Amenity Maintenance (specify amenities covered) _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pest Treatment/Extermination.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Street Lights.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Water.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sewer.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Storm water Management/Drainage/Ponds.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Internet Service.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Cable.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Private Road Maintenance.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Parking Area Maintenance.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Gate and/or Security.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other: (specify) _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date		Owner Initials and Date	<i>vd.</i>	<i>2/0/24</i>
Buyer Initials and Date		Owner Initials and Date		

**OWNERS' ASSOCIATION DISCLOSURE ADDENDUM**

**NOTE:** For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: 21 Hunting Country Trl, Tryon, NC 28782-9763

Buyer: \_\_\_\_\_

Seller: Valaria Devine

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

(specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- Master Insurance Policy
- Real Property Taxes on the Common Areas
- Casualty/Liability Insurance on Common Areas
- Management Fees
- Exterior Building Maintenance
- Exterior Yard/Landscaping Maintenance
- Trash Removal
- Pest Treatment/Extermination
- Legal/Accounting

- Street Lights
- Water
- Sewer
- Private Road Maintenance
- Parking Area Maintenance
- Common Areas Maintenance
- Cable
- Internet service
- Storm Water Management/Drainage/Ponds
- Gate and/or Security

Recreational Amenities (specify):

call association

Other (specify)

Other (specify)

I know nothing



This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS® Inc.



STANDARD FORM 2A12-T  
Revised 7/2022  
© 7/2023

Buyer initials   Seller initials vd

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:

[Empty box for answer to question 3]

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except:

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows:

[Empty box for answer to question 5]

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Date: 2/10/24  
Seller: [Signature]  
Member

Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Date: \_\_\_\_\_  
Seller: \_\_\_\_\_

Entity Buyer:  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:  
SSSV4 Limited Partnership  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STATE OF NORTH CAROLINA  
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

**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  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
<input type="checkbox"/> Buyer Initials 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Buyer Initials 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Buyer Initials 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

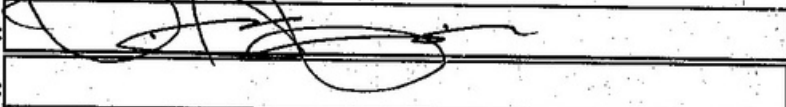
**Note to Purchasers**

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. 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 this 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 Address: 21 Hunting Country Trl, Tryon, NC 28782-9763

Owner's Name(s): Valaria Devine

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature:  Date: 2/8/24

Purchaser(s) 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 owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Looking Glass Realty Regional Acknowledgement Form

Property Address: 21 Hunting Country Trl, Tryon, NC 28782-9763

Seller: Valaria Devine

Buyer: \_\_\_\_\_

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 (<http://www.ncdot.gov/projects>) 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

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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 if 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: <http://www2.epa.gov/toxics-release-inventory-tri-program>
  - c. NC DEQ Brownfields Project Inventory: <https://deq.nc.gov/about/divisions/waste-management-bf-inventory>
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](https://www.polknc.gov/quick_links/gomaps_gis/index.php)
    - d. Rutherford County: <https://gis.rutherfordcountync.gov/maps/>
    - e. Transylvania County: <https://www.webgis.net/nc/transylvania/>
  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 outlined above shall be completed prior to the expiration of the Due Diligence Period, as defined in the attached Offer to Purchase and Contract. CLOSING SHALL

Buyer Initials

<input type="text"/>	<input type="text"/>
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Seller Initials

<input type="text"/>	<input type="text"/>
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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:

Buyer:

Buyer:

Buyer:

Seller:  *Managing Member*

Seller:

Seller:

Seller:

ENTITY BUYER:

Name of Entity

By:

Name:

Title:

ENTITY SELLER:

*SSSV4 Limited Partnership*  
Name of Entity

By:

Name:   
Title: *MANAGING MEMBER*

Buyer Initials

Seller Initials