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.

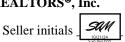
Property: Lot 33 Dover Lane, Brevard, NC 28712	
Buyer:	
Seller: Folkestone Pointe, LLC	
This Addendum is attached to and made a part of the Offer to Purchase an Property.	nd Contract ("Contract") between Buyer and Seller for the
For the purposes of this Addendum, "Development" means any planned Carolina law, which is subject to regulation and assessment by an owners' a	
Any representations made by Seller in this Addendum are true to the b provided by Seller are true copies relating to the Development, to the accuracy, completeness, or present applicability of any representation or do all information confirmed and any documents substantiated during the Due	best of Seller's knowledge. Seller does not warrant the ocuments provided by Seller, and Buyer is advised to have
1. Seller represents to Buyer that the Property is subject to the following of	owners' association(s) [insert N/A into any blank that does
association or the association manager are: Richard Runnals; P.O. Box 1536, Breve	whose regular assessments ess and telephone number of the president of the owners' ard, NC 28712; (843) 860-3654; president.chasewood@gmail.com
Owners' association website address, if any: https://www.chasewood-poa.c	om/
[(specify name): ("dues") are \$ The name, addrassociation or the association manager are:	whose regular assessments ess and telephone number of the president of the owners'
Owners' association website address, if any:	
2. Seller represents to Buyer that the following services and amenities a regular assessments ("dues"): (Check all that apply)	are paid for by the above owners' association(s) from the
 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):	Gate and/or security
Other (specify) Other (specify)	

Page 1 of 2



Buyer initials _

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 © 7/2024

3. As of this date, there are no other dues, fees or Special Assessment	ts payable by the Development's property owners, except:
N/A	
4. As of this date, there are no unsatisfied judgments against or pendi owners' association, except: N/A	ing lawsuits involving the Property, the Development and/or the
5. The fees charged by the owners' association or management com (including but not limited to document preparation, move in/move o	
assessments, and transfer fees) are as follows: N/A	
6. Seller authorizes and directs any owners' association, any manager company and any attorney who has previously represented the Seller attorney or lender true and accurate copies of the following items affe • Seller's statement of account	to release to Buyer, Buyer's agents, representative, closing
master insurance policy showing the coverage provided and	the deductible amount
Declaration and Restrictive Covenants Pulse and Regulations	
Rules and RegulationsArticles of Incorporation	
Bylaws of the owners' association	
 current financial statement and budget of the owners' associa 	ation
parking restrictions and informationarchitectural guidelines	
The parties have read, understand and accept the terms of this Addend	dum as a part of the Contract.
IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDED CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHAPE	CT AS TO THE DESCRIPTION OF THE PROPERTY OR THE
THE NORTH CAROLINA ASSOCIATION OF REALTORS®, I MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAFOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NOR SIGN IT.	OR ADEQUACY OF ANY PROVISION OF THIS FORM IN AND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE
Date:	Date:
Buyer:	Seller:
Date:	Date:
Buyer:	Seller:
Entity Buyer:	Entity Seller:
	Folkestone Pointe, LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By:	By: Stephen Ashley Messer dottoop verified 10/21/24 3:40 PM EDT 1FOA-RBCA-EHTA-XCVU
Name:	Name:Stephen Ashley Messer
Print Name	Print Name
Title:	Title: Managing Member
Date:	Date:





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.		\square	
	Seller intends to sever the mineral rights from the property prior to ansfer of title to the Buyer.		\square	
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.			
	Seller intends to sever the oil and gas rights from the property prior transfer of title to Buyer.		Ø	
	Note to Purchasers			
may under cert you must perso calendar days fo whichever occu	roperty, or exercise an option to purchase the property pursuant to a lease wit ain conditions cancel any resulting contract without penalty to you as the purchally deliver or mail written notice of your decision to cancel to the owner or to collowing your receipt of this Disclosure Statement, or three calendar days followers first. However, in no event does the Disclosure Act permit you to cancel a collin the case of a sale or exchange) after you have occupied the property, whiche	chaser he ow wing ontra	To ca ner's a the dat after	ncel the contract, agent within three te of the contract, esttlement of the
Property Address: Lot	33 Dover Lane, Brevard, NC 28712			
Owner's Name(s): <u>Fol</u>	kestone Pointe, LLC			
Owner(s) acknowledge date signed.	having examined this Disclosure Statement before signing and that all info	ormai	tion is	true and correct as of the
Owner Signature:	odoloop verified 1021/24 3235 PM EDT H140-HARE-OUTK-4PTT Date			_
Owner Signature:	Date			
Purchaser(s) acknowled that this is not a warra or subagent(s).	dge receipt of a copy of this Disclosure Statement; that they have examined it inty by owner or owner's agent; and that the representations are made by th	t befor e owr	re signi ier and	ing; that they understand d not the owner's agent(s)
Purchaser Signature:	Date	e		
Purchaser Signature:	Date	e		



VACANT LAND DISCLOSURE STATEMENT

Note: Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: Lot 33 Dover Lane, Brevard, NC 28712	
Buyer:	
Seller: Folkestone Pointe, LLC	

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

A.	<u>P</u>	hysical Aspects	Yes	No	NR
		on-dwelling structures on the Property		\square	
	 C C E C E C C	urrent or past soil evaluation test (agricultural, septic, or otherwise)	 		
	8. D 9. G 10. R 11. W	Previous Current Planned Legal Illegal rainage, grade issues, flooding, or conditions conducive to flooding ravesites, pet cemeteries, or animal burial pits ivers, lakes, ponds, creeks, streams, dams, or springs Vell(s) Potable Non-potable Water Quality Test? yes no			
	If	epth; shared (y/n); year installed; gal/min	_		
		Soil Evaluation Complete? ✓ yes ☐ no ☐NR Other Septic Details:			



		Yes	No	NR
	13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property	П	П	П
	If yes, please describe:		_	
В.	Legal/Land Use Aspects			
	Current or past title insurance policy or title search	□		
	2. Copy of deed(s) for property	🗖		
	3. Government administered programs or allotments	🗖		
	4. Rollback or other tax deferral recaptures upon sale		Ħ	Ħ
	5. Litigation or estate proceeding affecting ownership or boundaries		Ħ	Ħ
	6. Notices from governmental or quasi-governmental authorities related to the property.		Ħ	Ħ
	7. Private use restrictions or conditions, protective covenants, or HOA		Ħ	Ħ
	If was placed describes		_	_
	8. Recent work by persons entitled to file lien claims	П		П
	If yes, have all such persons been paid in full	🗖		
	If not paid in full, provide lien agent name and project number:			
	9. Jurisdictional government land use authority:			
	County:City:			
	10.0			
	10. Current zoning: 11. Fees or leases for use of any system or item on property			
	12. Location within a government designated disaster evacuation zone (e.g.,			
	hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)	🔲		
	13. Access (legal and physical) other than by direct frontage on a public road			
	Access via easement	🔲		
	Access via private road	🔲		
	If yes, is there a private road maintenance agreement? yes no			
	14. Solar panel(s), windmill(s), cell tower(s)			
	If yes, please describe:	_		
c.	Survey/Boundary Aspects			
	Current or past survey/plat or topographic drawing available		П	
	2 Approximate acrosco: 1 F	🔻	ш	ш
	3. Wooded Acreage; Cleared Acreage			
	4. Encroachments	П		П
	5. Public or private use paths or roadways rights of way/easement(s)			Ħ
	Financial or maintenance obligations related to same		Ħ	Ħ
	6. Communication, power, or other utility rights of way/easements		Ħ	Ħ
	7. Railroad or other transportation rights of way/easements		Ħ	Ħ
	8. Conservation easement		MMMMM	Ħ
	9. Property Setbacks	_	Ħ	Ħ
	If yes, describe:		_	
	10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)			abla
	11. Septic Easements and Repair Fields	🗖		\checkmark
	12. Any Proposed Easements Affecting Property	🔲		\checkmark
	13. Beach Access Easement, Boat Access Easement, Docking Permitted			\checkmark
	If yes, please describe:	<u> </u>		

D.		Agricultural, Timber, Mineral Aspects	Yes	No	NR
		Agricultural Status (e.g., forestry deferral)			∀
		If yes, describe in detail: Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc. If yes, describe in detail:			abla
	4. 5.	If yes, describe in detail: Farming on Property: owner or tenant Presence of vegetative disease or insect infestation			∇
	6. 7.	Timber cruises or other timber related reports Timber harvest within past 25 years If yes, monitored by Registered Forester? If replanted, what species:	 		
	8.	Years planted:			
E.		Environmental Aspects			
		Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s) Underground or above ground storage tanks			
		TC 1 11 1 1 1 1		ш	A
	3.	Abandoned or junk motor vehicles or equipment of any kind			\checkmark
	4.	Past illegal uses of property (e.g., methamphetamine manufacture or use)	□		∇
	5.	Federal or State listed or protected species present.	🔲		\checkmark
		If yes, describe plants and/or animals:	_	_	_
		Government sponsored clean-up of the property	∐	\sqcup	
	7.	Groundwater, surface water, or well water contamination ☐ Current ☐ Previous			\underline{V}
	8.	Previous commercial or industrial uses			\checkmark
	9.	Wetlands, streams, or other water features			\checkmark
		Permits or certifications related to Wetlands	=		\underline{V}
		Conservation/stream restoration		\sqcup	\underline{V}
		. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc If yes, describe in detail:			M
	11.	. The use or presence on the property, either stored or buried, above or below ground, or		_	_
		 i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material			M
				\vdash	M
		iii. Paint Lead based paint Other paint/solvents		\forall	M
		iv. Agricultural chemical storage	⊔	Ц	M
F.		<u>Utilities</u>			
		Check all currently available on the Property and indicate the provider.			
		Water (describe): Sewer (describe):			
		Sewer (describe): Gas (describe):			
		Gas (describe):			
		Gas (describe): Electricity (describe): Cable (describe):			
		Cable (describe):			_

∐ Hi	igh Speed Internet (describe):				
L Fi	Fiber Optic (describe):				
☐ Te	Telephone (describe):				
Pr	rivate well (describe):				
\square Sh	nared private well or community well (describe):				
ΠH	auled water (describe):				
Ot	ther (describe):				
_					
	Explanation Sheet for V	acant Land Disclosure Statement			
Instruction		/8") and provide further explanation in the second column.			
A/12	Active 4 bedroom septic permit on file with the county				
C/1	Topographic Boundary & Tree (partial) survey				
-,-					
	Attach additional s	sheets as necessary			
	VALIDITY OR ADEQUACY OF THIS FORM. C	S®, INC., MAKES NO REPRESENTATION AS TO THE CONSULT A NORTH CAROLINA ATTORNEY BEFORE			
В	suyer:	Seller:			
В	uyer:	Seller:			
E	ntity Buyer:	Entity Seller: Folkestone Pointe, LLC			
(1)	Name of LLC/Corporation/Partnership/Trust/Etc.)	(Name of LLC/Corporation/Partnership/Trust/Etc.)			
В	y:	By: Stephen Ashley Messer dottoop verified 10/21/24 3:48 PM EDT GKPG-5L3D-AVXZ-9LEL			
N	Jame:	Name: Stephen Ashley Messer			
T	itle:	Title: Managing Member			
D	Date:	Date:			

Looking Glass Realty Regional Acknowledgement Form

Property Address: Lot 33 Dover Lane, Brevard, NC 28712	
Seller:Folkestone Pointe, LLC	
Buyer:	

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 (https://www.ncdot.gov/Pages/default.aspx) 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, 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: https://www.epa.gov/toxics-release-inventory-tri-program
- c. NC DEQ Brownfields Project Inventory: https://www.deq.nc.gov/about/divisions/waste-management/science-data-and-reports/gis-maps/brownfields-projects-map-inventory-and-document-download
- 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://www.buncombecounty.org/Governing/Depts/GIS/Default.aspx
 - b. Henderson County: https://www.hendersoncountync.gov/gis
 - c. Polk County: https://www.polknc.gov/quick-links/gomaps-gis/index.php
 - d. Rutherford County: https://www.rutherfordcountync.gov/departments/planning/gis.php
 - e. Transylvania County: https://gis.transylvaniacounty.org/portal/apps/sites/#/transylvania-county-hub-site

Buyer Initials		Seller Initials	
		de	

- 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 https://www.ncsbi.gov/Services/Sex-Offender-Registry.aspx.
- 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 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:
Buyer:	Seller:
Buyer:	Seller:
Buyer:	Seller:
ENTITY BUYER:	ENTITY SELLER:
Name of Entity	Folkestone Pointe, LLC Name of Entity
By:	By: Stephen Ashley Messer dottoop verified 10/21/24 3:35 PM EDT EXAR-ZOTI-GCF-70TA Name: Managing Member Title: