NORTH CAROLINA REAL ESTATE COMMISSION



Residential Property And Owners' Association Disclosure Statement



Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 93 Foster Hill Dr, Hendersonville, NC 28739

Owner's Name(s): Aaron L Woodruff and Jenny Woodruff

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply
 does not know.
- o If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: "Dwelling" means any structure intended for human habitation, "Property" means any structure intended for human habitation and the tract of land, and "Not Applicable" means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- · Carefully review the entire Disclosure Statement.
- · Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials	Owner Initia
Buyer Initials	Owner Initia



SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

A1. Is the property currently owner-occupied?	Yes No	NR
Date owner acquired the property: 2619		\bigcirc
If not owner-occupied, how long has it been since the owner occupied the property? \(\sum_{a} \)		
A2. In what year was the dwelling constructed? 1977		
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?		
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) Brick Veneer Vinyl Stone Fiber Cement Synthetic Stucco Composition/Hardboard		
Concrete Aluminum Wood Asbestos Other:		
A5. In what year was the dwelling's roof covering installed?		
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?		
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?		
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?		
A9. Is there a problem, malfunction, or defect with the dwelling's:		
	NO NR	
Foundation	0/0	
Slab Doors Doors Fireplace/Chimney	20	
Patio Ceilings Cinterior/Exterior Walls		
Floors Deck Deck DO Other:		
Explanations for quartions in Section A Glantife the angels		
Explanations for questions in Section A (identify the specific question for each explanation):		
SECTION B.		
HVAC/ELECTRICAL		
	Yes No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?		
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?		
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)		
Furnace [# of units] Year: Heat Pump [# of units] Year:		
Baseboard [# of bedrooms with units] Year: Other: Year:		
Buyer Initials Owner Initials Owner Initials Owner Initials	REC 4	4.22

				Yes	No	NF
B4. What is the dwelling's comanufacture)	ooling source? (C	Check all that apply; indicate the	year of each system			
	Vear	Wall/Windows Unit(s):	Voor			
Other:			Teal			
B5. What is the dwelling's fur Electricity Natural C	Gas Solar		Other:			
Explanations for questions in	Section B (iden	tify the specific question for ea	ch explanation):			
		SECTION C.				
	PLUMBING	/WATER SUPPLY/SEWE	R/SEPTIC			
			11021110	Yes	No	NF
C1. What is the dwelling's wa						$\widehat{\Box}$
City/County Shared wel	1 Communit	y System Private well	Other:			
If the dwelling's water supply	source is suppli	ed by a private well, identify wh	hether the private well			
has been tested for: (Check al	l that apply).					
Quality Pressure	Quantit					
If the dwelling's water source	e is supplied by	a private well, what was the	date of the last water			
quality/quantity test?						
C2. The dwelling's water pipe	are made of wl	nat type of material? (Check all	that apply)			$\widehat{\Box}$
Copper Galvanized Pla		·-		=		\bigcirc
C3. What is the dwelling's wa	ter heater fuel so	ource? (Check all that apply; ind				
system manufacture) Gas:_	Electric	Solar: Solar:	Other:			
C4. What is the dwelling's sev						
Septic tank with pump Co			Drip system			U
Connected to City/County Sy		City/County system available	Other:			
system violates State Law.	s not go into a sep	tic or other sewer system) *Note: U	Jse of this type of			
If the dwelling is serviced by a s	eptic system, how	many bedrooms are allowed by the	e sentic system			
permit? 3 Date the septic system was last p	No Records Availa	ble	p 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /			
	0	201.01.1.1.1.1.1.1.				
C5. Is there a problem, malfur NA Yes No		with the dwelling's:				
Septic system	/-			No NI	3	
Sewer system		ping system (pipes, fixtures, water		D C]	
		er supply (water quality, quantity, o]	
xplanations for questions in .	Section C (identi	ify the specific question for eac	h explanation):			
yer Initials	Owner Initials	21) (1)				
ıyer Initials	Owner Initials	(LIU 900)			REC 4	4.22

SECTION D. FIXTURES/APPLIANCES

	Yes	No	NR
D1. Is the dwelling equipped with an elevator system?		A	
If yes, when was it last inspected? Date of last maintenance service:	•		Θ
D2. Is there a problem, malfunction, or defect with the dwelling's:			
		.	. 7019051
Attic fan, exhaust \(\Pi \) \(\Pi		Yes N	lo NR
fan, ceiling fan system system		<u>u</u> (2 U
ellevator system or component o	L.		
Appliances to be Conveyed TV cable wiring Central Och	er:		
Explanations for questions in Section D (identify the specific question for each explanation):		_	
SECTION E.			
LAND/ZONING			
El la thora a maklam malfanti a la contra de la contra del la contra del la contra de la contra del la contra del la contra de la contra de la contra del la cont	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?			
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)			
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?			
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?			
E5. Does the property abut or adjoin any private road(s) or street(s)?			
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? NA			
Explanations for questions in Section E (identify the specific question for each explanation):			
everyone works byether on fosterhill to maintain grivate Di	· se		
v			
SECTION F.			
ENVIRONMENTAL/FLOODING			
	Yes	No	NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?			
uyer Initials uyer Initials Owner Initials Owner Initials		REC	4.22

Owner Initials

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	Ø		
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?			
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?			
F5. Is the property located in a federal or other designated flood hazard zone?			
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?			
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?			
F8. Is there a current flood insurance policy covering the property?		(DY	
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?			3
F10. Is there a flood or FEMA elevation certificate for the property?			
SECTION G.			
MISCELLANEOUS	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?			
G2. Is the property subject to a lease or rental agreement?			
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?			
Explanations for question in Section G (identify the specific question for each explanation):			
uyer Initials uyer Initials Owner Initials Owner Initials		REC	4 22

REC 4.22 REV 5/24

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. 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 "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]: a. (specify name) whose regular assessments ("dues") a	re		
\$ per			
The name, address, telephone number, and website of the president of the owners' association or the association manager are:	ne		
b. (specify name) whose regular assessments ("dues") as	- -		
\$_ per			
The name, address, telephone number, and website of the president of the owners' association or the association manager are:	ie		
c. Are there any changes to dues, fees, or special assessment which have been duly approved and the which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the propert is subject:			
H2. Is there any fee 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 "yes," state the amount of the fees:			
H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation:			
H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit:			
Explanations for questions in Section H (identify the specific question for each explanation):			
Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all informa correct to the best of their knowledge as of the date signed.	tion is tru	ue and	
Owner Signature: Date			
Owner Signature: Genny Woodruff dotloop verified 11/01/24 4:01 PM EDT Y3CH-1192-3MRS-EBLS Date			
Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it be	efore sign	ing.	
Buyer Signature: Date			
Buyer Signature: Date			



LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

	LEAD-DASED I AIN I ON ELAD BROZE THE
Property: 93 Foster Hill	Dr, Hendersonville, NC 28739
Seller: <u>Aaron L Woodru</u>	ff and Jenny Woodruff
Buyer:	
Property.	hed to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the
-C1 I board maint and	ce Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence for lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or ty for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.
*Intact lead-based pai Lead in Your Home" f	nt that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From for more information.
	Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
property may present e. poisoning in young cl quotient, behavioral pr any interest in resident assessments or inspecti	erest in residential real property on which a residential dwelling was built prior to 1978 is notified that such exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead pildren may produce permanent neurological damage, including learning disabilities, reduced intelligence oblems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of ital real property is required to provide the Buyer with any information on lead-based paint hazards from risk ons in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or lead-based hazards is recommended prior to purchase.
Seller's Disclosure (ini	Presence of lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
ALW GW (b)	 ✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the Seller (check one) ✓ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). ✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Buyer's Acknowledge	ment (initial)
(c) (d) (e)	Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any. Buyer has received the pamphlet Protect Your Family from Lead in Your Home. Buyer (check one below): Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
	Page 1 of 2

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





STANDARD FORM 2A9-T Revised 7/2021 © 7/2024

☐ Waives the opposite paint and/or lear	portunity to conduct a risk assessment or inspection for the presence of lead-based d-based paint hazards.
Agent's Acknowledgment (initial) (f) Agent has informed the his/her responsibility to	Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of ensure compliance.
Certification of Accuracy The following parties have reviewed the informati by the signatory is true and accurate.	on above and certify, to the best of their knowledge, that the information provided
IN THE EVENT OF A CONFLICT BETWEE CONTROL, EXCEPT THAT IN THE CASE OF SIDENTITY OF THE BUYER OR SELLER, THE	N THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE CONTRACT SHALL CONTROL.
MAKE NO REPRESENTATION AS TO THE L	F REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION EGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE ONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU
Date:	Date:
Buyer:	
Date:	Seller: (Sulfalle)
Buyer:	Date: Seller: Genny Woodruff dotloop verified 11/01/24 401 PM EDT 21.ECA-H02-MIC/2-OSMU 2
	Seller: Genny Woodruff THOTHER AND THE SELECT AND T
Entity Buyer:	Entity Seller
(Name of LLC/Corporation/Partnership/Trust/e	(Name of LLC/Corporation/Partnership/Trust/etc)
Ву:	By:
Name: Print Name	Name:Print Name
Title:	
Date:	Date:
Selling Agent:	Listing Agent: Caroline Easley dottop verified 10/28/24 3-45 PM EDT ATSN-F3DF-59E-5QE5
Date:	
	Date: 10/28/2024





Instructions to Property Owners

- 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.
- 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
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.			
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.			
Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			
Note to Purchasers			
purchase the property, or exercise an option to purchase the property pursuant to a lease wi may under certain conditions cancel any resulting contract without penalty to you as the pur you must personally deliver or mail written notice of your decision to cancel to the owner or calendar days following your receipt of this Disclosure Statement, or three calendar days followhichever occurs first. However, in no event does the Disclosure Act permit you to cancel a transaction or (in the case of a sale or exchange) after you have occupied the property, whicher	chases the ov owing contra	r. To o vner's the d ct aft	cancel the contract, s agent within three late of the contract, er settlement of the
roperty Address: 93 Foster Hill Dr, Hendersonville, NC 28739			
wner's Name(s):Aaron L Woodruff and Jenny Woodruff			
wner(s) acknowledge having examined this Disclosure Statement before signing and that all injutes a signed.	forma	tion	is true and correct as of th
8 Cere Vagy			
Owner Signature: Jenny Woodruff doi: Oxya-AWU-868F-1900 Date			
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 the subagent(s).	it befo he ow	re sig ner a	ning; that they understan nd not the owner's agent(
Purchaser Signature: Da	te		
Purchaser Signature: Da	te		
			DEC.4.2