

STATE OF NORTH CAROLINA RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- 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.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
- 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.
- 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 a following the data 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) 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: 1924 Sunset Drive, Raleigh, NC 27608 Owner's Name(s): Alicia Todd, Karina Todd Smith	
	Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all inform of the date signed. Owner Signature: Owner Signature: Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signature is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they me representations are made by the owners and not the owners' agents or subagents. Buyers are strongly inspections from a licensed home inspector or other professional. As used herein, words in the plural include the	Date 8/23/23 Date 9/23/23 gning; that they understand that tay wish to obtain; and that the encouraged to obtain their own
	Buyer Signature:	Date
	Buyer Signature:	Date
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Phone: 9198103764

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The following questions address the characteristics and condition of the property identified above about which the owner has <u>actual knowledge</u>. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

	Y	Yes	No	No Representation
1.	In what year was the dwelling constructed? Explain if necessary:			M
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?	П	П	×
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)			X X
4.	In what year was the dwelling's roof covering installed? (Approximate if no records are available) Explain if necessary:			Ø
5.	Is there any leakage or other problem with the dwelling's roof?		П	$\overline{\boxtimes}$
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?			幫
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		П	
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	П	П	\overline{\times}
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?		П	$\overline{\square}$
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:			×
12.	What are the dwelling's fuel sources? Electricity Natural Gas Propane Oil Other (Check all that apply)			
	If the fuel source is stored in a tank, identify whether the tank is above ground or below ground, and whether the tank is leased by seller or owned by seller. (Check all that apply)			X
13.	What is the dwelling's water supply source? City/County Community System Private Well Shared Well Other (Check all that apply)			\square
14.	The dwelling's water pipes are made of what type of material? Copper Galvanized Plastic Check all that apply)			X X
15.	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?	П		Ø
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])		Ш	4
17	Other (Check all that apply) If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic			\bowtie
17.	system permit? If your answer is "yes," how many bedrooms are allowed? No records available	П	П	Ι Χ
18.	Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?	П	$\overline{\sqcap}$	対
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?			⋈
	Is there any problem, malfunction or defect with any appliances that may be included in the conveyance			\rangle
	(range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?			$ ot\!\!\!/$
Buy	er Initials and Date Owner Initials and Date 8 2	3/2	3	
	er Initials and Date Owner Initials and Date	23/	23)
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		Yes	<u>No</u>	No Representation
21.	Is there any problem with present infestation of the dwelling, or damage from past infestation of wood	П	П	×
22	destroying insects or organisms which has not been repaired?	H	H	\mathbf{X}
23.	Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?			ĭZ
	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)?			×
	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?			X
26.	'Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from	Ш	Ш	
	or on adjacent property?			\boxtimes
29.	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?			X X
30.	Does the property abut or adjoin any private road(s) or street(s)?	Ш		
	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?			\boxtimes
Ify	ou answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if nec	essar	y):	
the Th	orney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, de scope of that public agency's functions or the expert's license or expertise. e following questions pertain to the property identified above, including the lot to be conveyed and any cached garages, or other buildings located thereon.	dwe	lling	unit(s), sheds,
32.	Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?	Yes	<u>No</u>	Representation
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 your 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) whose regr	ular a	ssess	ments ("dues")
	are \$ per The name, address and telephone number of the president of the	owne	rs' as	sociation or the
	'association manager are			
	• (specify name) whose reg are \$ per The name, address and telephone number of the president of the association manager are	owne	rs' as	sociation or the
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	yer Initials and Date Owner Initials and Date	9/	7/2	12
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"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 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: X 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: X 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: X 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: X 38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply). No Yes No Representation Management Fees..... XXXX 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..... Cable..... Private Road Maintenance..... Parking Area Maintenance..... Gate and/or Security..... Other: (specify) Owner Initials and Date Buyer Initials and Date Buyer Initials and Date _____ Owner Initials and Date **REC 4.22**

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



Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as singlefamily 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.
- 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 $\sqrt{}$ 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.	Yes	No	No Representation				
Buyer Initials	2. Seller has severed the mineral rights from the property.							
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.			X.				
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.							
personally d days followi occurs first. (in the case of	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: 1924 Sunset Drive, Raleigh, NC 27608							
Owner's Name(s): A	licia Todd, Karina Todd Smith			100				
late signed. Dwner Signature: Dwner Signature: Purchaser(s) acknow that this is not a war or subagent(s).	Karina Todd Smith Seledge receipt of a copy of this Disclosure Statement; that they have examined tranty by owner or owner's agent; and that the representations are made by the	_Date _ _Date _ it before the owne	8/23 87/2 er signing er and no	3/23 23/23 g; that they understand of the owner's agent(s)				
urenaser signature.		_ Date _		REC 4.25				

Fax

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 1924 Sunset Drive, Raleigh, NC 27608	
Seller: Alicia Todd, Karina Todd Smith	
Buyer:	
This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.	
During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.	
*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.	
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	
Lead Warning Statement Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from rish assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.	f k
Seller's Disclosure (initial)	
(a) 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).	_
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 hazard in the housing.	_
Buyer's Acknowledgement (initial) (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any. (d) 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 of inspection for the presence of lead-based paint and/or lead-based paint hazards; or Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	
Page 1 of 2 This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc. Buyer Initials Seller Initials Seller Initials Seller Initials	l

adorn Realty, 8709 Highhill Road Raleigh NC 27615 Ashley Brooks Produc

1924 Sunset

Agent's Ack	nowled	gment (initial)	
	(f)	Agent has informed the Seller his/her responsibility to ensure com	of the Seller's obligations under 42 U.S.C. 4852d and is aware opliance.
Certification The followin by the signat	g partie		eve and certify, to the best of their knowledge, that the information provide
CONTROL,	EXCEP	F A CONFLICT BETWEEN THI T THAT IN THE CASE OF SUCH . BUYER OR SELLER, THE CONT	S ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE RACT SHALL CONTROL.
MAKE NO I	REPRES IFIC TR	SENTATION AS TO THE LEGAL ANSACTION. IF YOU DO NOT I	LTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN JNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDING A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU
Date:			Date: 823 23
			Seller: WO July
Date:			Alicia Todd / Date: 8/23/23
			Seller: Karina Todd Smith
Entity Buyer	:		Entity Seller:
(Name of LL	.C/Corpo	oration/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
Ву:			By:
Name:		D.S. (M	Name:
Title:		Print Name	Print Name Title:
Date:			Date:
Selling Agen	t:		Listing Agent:
			Ashley Brooks Date:

Building Sketch

Borrower/Client								
Property Address	1924 Sunset Dr							
City	Raleigh	County	Wake	State	NC	Zip Code	27608-2454	
Londor								

