



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: 1380 Finwick Drive, Pfafftown, NC 27040

Owner's Name(s): Newton Rodriguez

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: *Newton Rodriguez* Date 4/8/2024
 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: 1380 Finwick Drive, Pfafftown, NC 27040
Map 606894

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 Representation |
|---|--------------------------|-------------------------------------|--------------------------|
| 1. In what year was the dwelling constructed? <u>2021</u>
Explain if necessary: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 <input checked="" 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
(Check all that apply) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? <u>2021</u> (Approximate if no records are available) Explain if necessary: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input checked="" type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____
(Check all that apply) Age of system: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input checked="" type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____
(Check all that apply) Age of system: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____
(Check all that apply) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input checked="" type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____
(Check all that apply) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input checked="" type="checkbox"/> Plastic
<input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply) | <input type="checkbox"/> | <input type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" 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 _____ (Check all that apply) | <input type="checkbox"/> | <input type="checkbox"/> | <input 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?
If your answer is "yes," how many bedrooms are allowed? _____ <input type="checkbox"/> No records available | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |

Buyer Initials and Date _____
Buyer Initials and Date _____

Owner Initials and Date NFC 4/8/2024
Owner Initials and Date _____

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

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.

- 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit? Yes No Representation
- If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

Restrictive Covenants Forsyth County DB3657 DP645-649 and DB2228 DP5626-5653

- 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) Long Creek Village HOA whose regular assessments ("dues") are \$ 629.00 per Annual. The name, address and telephone number of the president of the owners' association or the association manager are Cedar Mgmt Group 336.793.0879

• (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 NPL 4/8/2024

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 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: _____

Yes No Representation

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: _____

Yes No Representation

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: _____

Yes No Representation

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: _____

Yes No 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).

Yes No Representation

Yes No Representation

- Management Fees.....
- 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).....

Yes No Representation

- 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).....

Buyer Initials and Date _____ Owner Initials and Date NFA 4/8/2014

Buyer Initials and Date _____ Owner Initials and Date _____

Real Estate WORKS

MATERIAL FACT DISCLOSURE

Property Address: 1380 Finwick Drive Pfafftown, NC 27040

Regarding all property identified above, including the lots, other improvements, and fixtures located thereon:

Do you know of any pending, planned, or proposed changes in any of the following?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Annexation by a governmental authority?

*Changes in public school zones or student assignment?

Do you know of any pending, planned or proposed changes in any of the following areas in a proximity that could possibly have an adverse impact?

*Additions or deletions of any street, roads or highways?

*Changes in the use of other property?

Are you aware of any of the following?

*Filled areas including but not limited to ponds, lakes, or gullies?

*Wells that are not now the primary source of water?

*Utility right of ways or other easements, that would limit use of the property?


Is the property described above involved in any form of Owners Association?

Is the property described above subjected to any type of Restrictive Covenants?

Is the property described above subject to any deed restrictions?

Are there any structural additions, repairs, or improvements that haven't been properly permitted or do not meet current building code?

Are you aware of any other items not otherwise disclosed that could be considered a material fact or that you would want to know if you were considering the purchase of this property?

Please give specific details to any YES answer listed above, use additional pages if necessary.
Long Creek Village HOA - Cedar Mgmt Group 336.793.0879 ^{ms} 

SELLER:  SELLER: _____
 DATE: 4/8/2024 DATE: _____

I have been advised to fully explore the impact of any existing restrictive covenants, planned or proposed construction of roads, highways, or additional infrastructure, planned or proposed zoning changes, zoning violations, changes to adjacent land uses and/or environment hazards, lack of proper permitting to structural additions, repairs, or any other improvement, accuracy of home owners association dues, and any proposed home owners association assessments. Information regarding lot size or land dimensions may have been extrapolated from available tax data, and/or data provided by 3rd parties, and is not guaranteed by The Real Estate Works. The accuracy of any and all information will need to be independently verified by the buyer or buyer's agent. The Real Estate Works accepts no liability from buyers or buyers agent neglect to fully execute due diligence on these or any other matter.

BUYER: _____ BUYER: _____
 DATE: _____ DATE: _____

BUYERS AGENT: _____ LICENSE # _____

X	XXXXXX	^{ms} 
X	XXXXXX	^{ms} 

COOPERATING COMPENSATION AGREEMENT

NOTE: Only use this form to create an agreement for cooperating compensation if a seller is represented by a licensed real estate broker. Use Form 150 instead of this form if you are creating a compensation agreement with an unrepresented seller.

DO NOT UPLOAD THIS FORM TO THE MLS

"Seller": Newton Rodriguez

"Buyer": _____

"Property": 1380 Einwick Drive Pfafftown, NC 27040

1. **FEE:** (Check Only One) Seller or Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the "Fee"), subject to the terms of this agreement:

- 2.5 % of the gross sales price;
 A flat fee of \$ _____; or,
 Other: _____

2. **PAYMENT OF THE FEE:**

- a. The Fee will be earned by the Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when the Buyer, any authorized assignees of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property.
- b. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. **CONDITIONS OF PAYMENT:**

- a. It is agreed the Buyer and Selling Firm shall fully explore the impact of any and all existing restrictive covenants, homeowners association cost, restrictions or planned assessments, planned or proposed construction of roads, highways, or additional infrastructure, as well as planned or proposed zoning changes, zoning violations, changes to adjacent land uses or any environmental hazards, encroachments or easements, square footage of dwelling or dwellings, age of systems, acreage, lack of proper permitting to structural additions, repairs, or any other improvements..
- b. The Listing Firm accepts no liability from Buyers or Selling agents failure to fully execute due diligence on these or any other matter and shall constitute a breach of this agreement.

4. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or _____, 20____, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach.

5. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina Law.



THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Date: _____ Listing Firm: <u>The Real Estate Works</u> Agent Name (Print): <u>Jon Bruner</u> By: _____ (Agent Signature)	Date: _____ Selling Firm: _____ Agent Name (Print): _____ By: _____ (Agent Signature)
Date: _____ Seller: _____ (Signature) Date: _____ Seller: _____ (Signature) Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Date: _____ Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____

Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.