#### NORTH CAROLINA REAL ESTATE COMMISSION



## Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address: 13327 Ashford Park Dr, Raleigh, NC

Owner's Name(s): William A Church, Darla Church

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.
- 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 Initials _	0/2			REC 4.22	1
Buyer Initials	Owner Initials	AC			REV 3/24	1
BHHS YSU Realty - Ca	ry/Morrisville, 1400 Village Market Place Morrisville N	IC 27560	Рhопе: 3367242000	Fax:	133	27 Ashford
Nancy Caggia	Produced with Lone Wolf Transa	actions (zipForm Edition) 717 N	Harwood St, Suite 2200, Dallas, TX 75201	www.lwolf.com		

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

	Yes	No	NR
A1. Is the property currently owner-occupied?  Date owner acquired the property:  12/21/2021	Ki		
If not owner-occupied, how long has it been since the owner occupied the property?			
A2. In what year was the dwelling constructed? 4/15/2004			
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?		X	
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply)  Brick Veneer [X] Vinyl [ ] Stone [ ] Fiber Cement [ ] Synthetic Stucco [ ] Composition/Hardboard			
Concrete Aluminum Mood Asbestos Other			
A5. In what year was the dwelling's roof covering installed?			X
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?		X	
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?		X	
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?		X	
A9. Is there a problem, malfunction, or defect with the dwelling's:	(227)	600 nada	SERVIN
Foundation	NA     	Yes №  □ ⊠  □ ⊠  □ □ □	
Explanations for questions in Section A (identify the specific question for each explanation):  One window in family room has broken seed two windows in family room beginning to the specific question for each explanation):	rese	beken	
SECTION B. HVAC/ELECTRICAL			
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?		X	
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?		X	
B3. What is the dwelling's heat source? (Check all that apply)  [X] Furnace [ # of units] [ # of units] [ Baseboard [ # of bedrooms with units]  [ Other			
20			
Buyer Initials Owner Initials  Owner Initials  Owner Initials		REC 4.22 REV 3/24	2

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)  [ Central Forced Air: [ ] Wall/Windows Unit(s): [ ] Other			
B5. What is the dwelling's fuel source? (Check all that apply)  [ ] Electricity Natural Gas [ ] Solar [ ] Propane [ ] Oil [ ] Other			
Explanations for questions in Section B (identify the specific question for each explanation):			
SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC			
	Yes	No	NR
C1. What is the dwelling's water supply source? (Check all that apply)  [X] City/County [_] Shared well [_] Community System [_] Private well [_] Other			
If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).			
[ ] Quality [ ] Pressure [ ] Quantity  If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test?			
C2. The dwelling's water pipes are made of what type of material? (Check all that apply)  [ Copper  Galvanized  Plastic  Other  Other  Galvanized  Galvanized  Check all that apply)			
C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) [X] Gas: [_] Electric: [_] Solar: [_] Other:			
C4. What is the dwelling's sewage disposal system? (Check all that apply)  [_] Septic tank with pump community system			
If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? [_] No Records Available  Date the septic system was last pumped:			
C5. Is there a problem, malfunction, or defect with the dwelling's:  NA Yes No NR  Septic system  Sewer system  Water supply (water quality, quantity, or pressure)  NA Yes  NA Yes  NA Yes  Water supply (water quality, quantity, or pressure)	No NI X L	R j	
Explanations for questions in Section C (identify the specific question for each explanation):			
2C			
Buyer Initials Owner Initials  Owner Initials  Owner Initials		EC 4.22 EV 3/24	3

### SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?	Yes [ ]	No [X]	<b>NR</b> [ ]
If yes, when was it last inspected?			_
Date of last maintenance service:			
D2. Is there a problem, malfunction, or defect with the dwelling's:			
	e Door [	Yes I	No NR
Elevator system	system ecurity [X	] [_] (	
1	system Other: [		
Explanations for questions in Section D (identify the specific question for each explanation):  HOA dismantled approbing of underground spruder system a Introlli	n hac	(arble	2
through Broadrum but stopped service: Secretly Gameras are mobile			
Not and			
CECTION E			
SECTION E. FIXTURES/APPLIANCES			
	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?		1X	
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)		X	
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?		X	
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?	$\mathbf{X}_{\mathbf{I}}$		
E5. Does the property abut or adjoin any private road(s) or street(s)?	$X_{\mathbf{I}}$		
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	$X_1$		
Explanations for questions in Section E (identify the specific question for each explanation):			
SECTION F.			
FIXTURES/APPLIANCES			
	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?		(X)	
Buyer Initials Owner Initials Owner Initials	DE	C 4.22	
Buyer Initials Owner Initials Owner Initials		V 3/24	4
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F2. Is there an environmental monitoring or mitigation device or system located on the property?		<b>X</b> 1	
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?		X	
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?		X	
F5. Is the property located in a federal or other designated flood hazard zone?		X	
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?		X	
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?		X	
F8. Is there a current flood insurance policy covering the property?		X	
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?		X	
F10. Is there a flood or FEMA elevation certificate for the property?		$\nabla$	
Explanations for questions in Section F (identify the specific question for each explanation):  Not in RDV Disclosure Map;			
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?		X	
G2. Is the property subject to a lease or rental agreement?		$\mathbf{X}$	
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?		X	
Explanations for question in Section G (identify the specific question for each explanation):			
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## 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.

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) Draymor Manor Town owners whose regular assessments ("dues") are	Yes  X	No	NR L
The name, address, telephone number, and website of the president of the owners' association or the association manager are: 919-253-7660 emf. CINCWEDCKS. COM.  b. (specify name) whose regular assessments ("dues") are per  The name, address, telephone number, and website of the president of the owners' association or the association manager are:  c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?	Eric Associated erichted	Brow indian indian indian	Minz Maria 20 COW
If "yes," state the nature and amount of the dues, fees, or special assessments to which the property 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:		30	<u>'</u>
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:		ĸ	
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):			<u>X</u>
Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all correct to the best of their knowledge as of the date signed.  Owner Signature:  Owner Signature:  Date  Date			
Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it    Buyer Signature: Date			_
Buyer Signature: Date			



#### OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

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

Property: 13327 Ashford Park Dr, Raleigh, NC
Buyer:
Seller: William A Church, Darla Church
This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.
For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by Nortl Carolina law, which is subject to regulation and assessment by an owners' association.
Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any document provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have alinformation confirmed and any documents substantiated during the Due Diligence Period.
1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that doe not apply]:
(specify name): whose regular assessment ("dues") are \$ per . The name, address and telephone number of the president of the owners association or the association manager are: Dan years Manager Translated and the president of the owners association or the association manager are:
association or the association manager are: Drawnor Manor Town Homes 919-233-7660 emp, cincwelocis, com
(11-255-1065 CMP, CINCWEUCKIS, COVI)
Owners' association website address, if any:
("dues") are \$ 250 per Marth. The name, address and telephone number of the president of the owners association or the association manager are:
Owners' association website address, if any:  2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)
Master Insurance Policy Real Property Taxes on the Common Areas Casualty/Liability Insurance on Common Areas Management Fees Management Fees Exterior Building Maintenance Exterior Yard/Landscaping Maintenance Common Areas Maintenance Cable Internet service Storm Water Management/Drainage/Ponds Legal/Accounting Recreational Amenities (specify): Deg Run Pouk's Private Poik Trail: Front Bate Security Camera: Care Maintenance Storm Water Management/Drainage/Ponds Gate and/or Security Front Bate Security
Other (specify) Other (specify)
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Phone: 3367242000

3. As of this date, there are no other dues, fees or Special Ass	sessments payable by the Development's property owners, except:
4. As of this date, there are no unsatisfied judgments against owners' association, except:	or pending lawsuits involving the Property, the Development and/or the
	nt company in connection with the transfer of Property to a new owner nove out fees, preparation of insurance documents, statement of unpaid
	any management company of the owners' association, any insurance the Seller to release to Buyer, Buyer's agents, representative, closing ms affecting the Property, including any amendments:
<ul> <li>master insurance policy showing the coverage provide</li> <li>Declaration and Restrictive Covenants</li> </ul>	ed and the deductible amount
Rules and Regulations	
<ul><li>Articles of Incorporation</li><li>Bylaws of the owners' association</li></ul>	
<ul> <li>current financial statement and budget of the owners'</li> </ul>	association
<ul><li>parking restrictions and information</li><li>architectural guidelines</li></ul>	
The parties have read, understand and accept the terms of this A	Addendum as a nort of the Contract
IN THE EVENT OF A CONFLICT BETWEEN THIS AI	DDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL DIFFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE
MAKE NO REPRESENTATION AS TO THE LEGAL VAL ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDI	RS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION IDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU
Date:	Date: 8/24/2024
Buyer:	Seller: William A Church
Date:	Date:
Buyer:	Seller: Daria Church
Entity Buyer:	Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By:	Ву:
	Name:
Print Name	Print Name
Title:	Title:
Date:	Date: