

5.

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 $(\sqrt{})$ 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.

In the space below, type or print in ink the address of the property (sufficient to identify it) and you	r name. Then sign and date.			
Property Address: 7017 Pine Hill Rd, Durham, NC 27707				
Owner's Name(s): Randolph Lee Fox and Bernadette Marie Mauceri				
Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all infor of the date signed.				
Owner Signature:	Date 11/22/2019			
Owner Signature: FBF31FEDE1224EF	Date 11/22/2019			
Buyers acknowledge receipt of a copy EAPLATE DIMETER 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			

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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.

		<u>Yes</u>	No	No Representation
1.	In what year was the dwelling constructed? 1986 Explain if necessary:			
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?		V	
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)			
4.	In what year was the dwelling's roof covering installed? 2008 (Approximate if no records are available) Explain if necessary:			
5.	Is there any leakage or other problem with the dwelling's roof?		\checkmark	
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?		\checkmark	
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		abla	
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?		\checkmark	
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?		\checkmark	
10.	What is the dwelling's heat source? ☐ Furnace ☑ Heat Pump ☐ Baseboard ☐ Other(Check all that apply) Age of system: 2 years			
11.	What is the dwelling's cooling source? ✓ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other(Check all that apply) Age of system: 2 years			П
12.	What are the dwelling's fuel sources? ✓ Electricity ☐ Natural Gas ☐ Propane ☐ Oil ☐ Other			ч
	(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)			
13.	What is the dwelling's water supply source? ☐ City/County ☐ Community System ☑ Private Well ☐ Shared Well ☐ Other (Check all that apply)			
14.	The dwelling's water pipes are made of what type of material? ☐ Copper ☐ Galvanized ☑ Plastic ☐ Polybutylene ☐ Other (Check all that apply)			
15.	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?		\checkmark	
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]) ☐ Other (Check all that apply)			
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? 4	\checkmark		
18.	Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?		abla	П
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,			
20	gas logs, or other systems?	Ц	\checkmark	Ш
20.	(range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?		abla	
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		<u>Yes</u>	<u>No</u>	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?		\checkmark	
22.	Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?		\checkmark	
23.	Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?		\checkmark	
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)?		abla	
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) which affect the property?		V	
26.	Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?		\checkmark	
27.	Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?	\checkmark		
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?		\square	
29.	Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?		\checkmark	
30.	Does the property abut or adjoin any private road(s) or street(s)?	\checkmark		
31.	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?			
atto	ieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a pr rney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealin scope of that public agency's functions or the expert's license or expertise.	ublic ng w	age:	ncy, or by an natters within
	following questions pertain to the property identified above, including the lot to be conveyed and any dyached garages, or other buildings located thereon.	velli	ng u	nit(s), sheds,
32.	Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?		<u>No</u>	No 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 you 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 regular assessments ("dues") are \$ per The name, address and telephone number of the president of the owners' association or the association manager are	_		
	• (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	-		
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"No	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.			
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	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:			
36.	As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment:			
37.	As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , 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:			
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	<u>No</u> 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)			
	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)			
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Certificate Of Completion

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Signing Complete	Security Checked	11/22/2019 3:08:17 PM	
Completed	Security Checked	11/22/2019 3:08:17 PM	
Payment Events	Status	Timestamps	
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CONSUMER DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€~Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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How to contact Re/Max one realty:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kim@martihampton.com

To advise Re/Max one realty of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kim@martihampton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows	
	Vista®; Mac OS® X	
Browsers:	Final release versions of Internet Explorer®	
	6.0 or above (Windows only); Mozilla Firefox	
	2.0 or above (Windows and Mac); Safariâ,,¢	
	3.0 or above (Mac only)	
PDF Reader:	Acrobat® or similar software may be required	
	to view and print PDF files	
Screen Resolution:	Resolution: 800 x 600 minimum	
Enabled Security Settings:	Allow per session cookies	

^{**} These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€TI agreeâ€TM button below.

By checking the â€T agreeâ€TM box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Re/Max one realty as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Re/Max one realty during the course of my relationship with you.