

### 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 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 your name. Then sign and date.
Property Address: 10 Owner's Name(s): Jo	7 Mattaponi Drive, Hertford, NC 27944 hn P. Cornett II
	dge(s) having examined this Disclosure Statement before signing and that all information is true and correct as
Owner Signature: Owner Signature:	John P. Cornett II Date 26 DH 2
Buyers acknowledge this is not a warran representations are	receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that ty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own tensed 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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5.

	perty Address/Description: 107 Mattaponi Drive, Hertford, NC 27944			
	2-D082-F014-AP	hout	whic	h the evener
has	e following questions address the characteristics and condition of the property identified above a <u>actual knowledge</u> . Where the question refers to "dwelling," it is intended to refer to the dwelling none, to be conveyed with the property. The term "dwelling unit" refers to any structure intended fo	unit	or i	units if more
		Yes	<u>No</u>	No Representation
1.	In what year was the dwelling constructed? 2007  Explain if necessary: Permit issued/started in 2006 and home completed in 2007			
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?		X	
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 HARDE PLANT			
4.	In what year was the dwelling's roof covering installed? (Approximate if no records are available) Explain if necessary:			
5.	Is there any leakage or other problem with the dwelling's roof?		N.	
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?		A.	
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		E E	
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	Ц	<b>Z</b> .	
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?		T	Ц
	What is the dwelling's heat source? Furnace Heat Pump Baseboard Other (Check all that apply) Age of system: 2001 - Downston 2014 Upstons Unit			
11.	What is the dwelling's cooling source? Central Forced Air Wall/Window Unit(s) Other			
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)			П
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)			
	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?		X	
	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? No records available			
18.	Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?		久	
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?	П	*	П
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.)?		<b>A</b>	
	1Anil		7"	
Bu	ver Initials and Date Owner Initials and Date Owner Initials and Date	d	61	SEC LA
Bu	ver Initials and Date Owner Initials and Date			
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			Yes	No	No Representation
21.	Is there any problem with present infestation of the dwelling, or damage f destroying insects or organisms which has not been repaired?			区	
22.	Is there any problem, malfunction or defect with the drainage, grading or soil			X	
	Are there any structural additions or other structural or mechanical changes with the property?	to the dwelling(s) to be conveyed		4	
	Is the property to be conveyed in violation of any local zoning ordinances, require restrictions, or building codes (including the failure to obtain proper per changes/improvements)?	mits for room additions or other		內	
25.	Are there any hazardous or toxic substances, materials, or products (such a gas, methane gas, lead-based paint) which exceed government safety standar covered) or underground storage tanks, or any environmentally hazardous coil or water, or other environmental contamination) located on or which other	ds, any debris (whether buried or conditions (such as contaminated	П	×	П
26.	Is there any noise, odor, smoke, etc. from commercial, industrial, or military so		X		
	Is the property subject to any utility or other easements, shared driveways, poor on adjacent property?	arty walls or encroachments from		X	
28.	Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or liens, proposed assessments, mechanics' liens, materialmens' liens, or notices for	rom any governmental agency that		□\$#	
00	could affect title to the property?		H	层	H
	Is the property subject to a flood hazard or is the property located in a federal Does the property abut or adjoin any private road(s) or street(s)?				H
	If there is a private road or street adjoining the property, is there in existence any agreements dealing with the maintenance of the road or street?	owners' association or maintenance	X	П	
Tf v	you answered "yes" to any of the questions listed above (1-31) please explain			v):	Ш
	Military Noise (Harvey Point) 30. Private Roads 31. HOA	in (action access as and		37-	
atto the The	lieu of providing a written explanation, you may attach a written report to princy, engineer, land surveyor, geologist, pest control operator, contractor, he scope of that public agency's functions or the expert's license or expertise.  e following questions pertain to the property identified above, including eached garages, or other buildings located thereon.	ome inspector, or other expert, dea	aling	with	matters within
			Ves	No	No Representation
32.	Is the property subject to governing documents which impose various mand restrictions upon the lot or unit?		X		
	11011				
33.	Is the property subject to regulation by one or more owners' association obligations to pay regular assessments or dues and special assessments? If you the information requested below as to each owners' association to which the pany blank that does not apply]:	our answer is "yes", please provide			
	are \$ 225 per Manh The name, address, and telepho	whose regu	owne	rs' ass	sociation or the
	association manager are \$225 Month Social Du One Phantatrum DR. Hentful, NC 252-	426-4652 - 100 1	200	reas	-MANAGA
	A D O D A	120-9023 - 656 0		Cyn	- ///J-/A
	• (specify name) A. P. P. O. A are \$ 641.31 per Quartee. The name, address, and telephonassociation manager are		llar a	ssessr rs' ass	sociation or the
		1		_	
Bu	yer Initials and Date Owner Ini	itials and Date		2	6 DK 22
Δα,	yer Initials and Date Owner Ini	itials and Date			

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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. No 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: \$7500 Membership Fee \$2760 Bond (currently refundable upon resale) 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 Representation Yes No X Management Fees. X Exterior Building Maintenance of Property to be Conveyed..... Master Insurance..... X Exterior Yard/Landscaping Maintenance of Lot to be Conveyed..... Common Areas Maintenance.... Trash Removal Recreational Amenity Maintenance (specify amenities covered) Golf course, Bocce ball court, tennis courts, Marina, Community Center Pest Treatment/Extermination. X Street Lights.... X Water..... Sewer..... Storm water Management/Drainage/Ponds..... X Internet Service. Cable Private Road Maintenance. Parking Area Maintenance.... Gate and/or Security..... Other: (specify) Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date 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



## STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

### **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.			X	
Buyer Initials	2. Seller has severed the mineral rights from the property.		X		
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		X		
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.		X		
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		X		
under certain personally de days followin occurs first. (in the case of	property, or exercise an option to purchase the property pursuant to a lease with a conditions cancel any resulting contract without penalty to you as the purchaser. eliver or mail written notice of your decision to cancel to the owner or the own ng your receipt of this Disclosure Statement, or three calendar days following the However, in no event does the Disclosure Act permit you to cancel a contract after of a sale or exchange) after you have occupied the property, whichever occurs first of Matta Poni Drive, Hertford, NC 27944	To cancel the car's agent to date of the cartes settlemen	he contract within three e contract,	t, you must ee calendar whichever	
Owner's Name(s): Jo					
`, _	ge having examined this Disclosure Statement before signing and that all		-		
Owner Signature		Date			
	ledge receipt of a copy of this Disclosure Statement; that they have examina ranty by owner or owner's agent; and that the representations are made by				
Purchaser Signature:		Date _			
Purchaser Signature:		Date _			
UC Forbes Realty&Auctions LL	C. 201 Ocean Hwy South Hertford NC 27944 Phone: (252)766	-1600	Fax:		EC 4.25 1/1/15

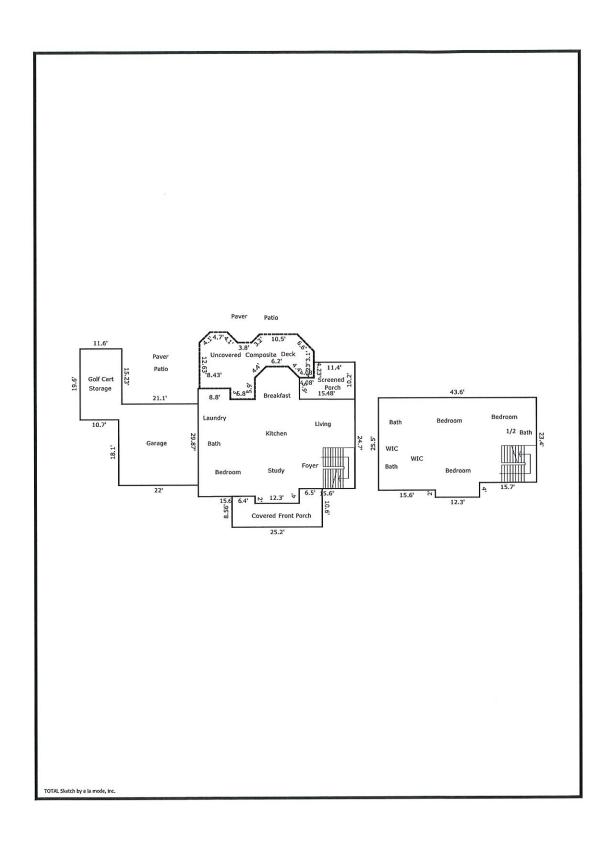
Yes

No

No Representation X

# **Building Sketch (Page - 1)**

Borrower							
Property Address	107 Mattaponi Dr						
City	Hertford	County	Perquimans	State	NC	Zip Code	27944
ender/Client							A



# **Building Sketch (Page - 2)**

Borrower							
Property Address	107 Mattaponi Dr						
City	Hertford	County	Perquimans	State	NC	Zip Code	27944
Lender/Client							

TOTAL Sketch by a la mode, inc.	Area Calculations Summary	
Living Area		Calculation Details
First Floor	1286.95 Sq ft	$ \begin{array}{rcl} 12.3 \times 2 & = & 24.6 \\ 0.5 \times 15.6 \times 0.1 & = & 0.78 \end{array} $
		$0.5 \times 2 \times 0 = 0$ $27.9 \times 2 = 55.8$
		$0.5 \times 24.7 \times 0 = 0.03$
		43.5 × 24.7 = 1074.45
		$0.5 \times 0.07 \times 15.48 = 0.57$ $0.07 \times 28.02 = 2.06$
		$0.07 \times 28.02 = 2.06$ $12.42 \times 5.9 = 73.3$
		$0.5 \times 3.11 \times 3.11 = 4.84$
		$0.5 \times 3.11 \times 3.11 = 4.84$
		$ \begin{array}{rcl} 6.2 \times 3.11 & = & 19.29 \\ 0.5 \times 3 \times 0 & = & 0 \end{array} $
		$8.8 \times 3 = 26.4$
Second Floor	1103.78 Sq ft	$0.5 \times 43.6 \times 0.03 = 0.58$
		$43.6 \times 23.4 = 1020.18$ $0.5 \times 15.7 \times 0.07 = 0.58$
		27.9 × 0.07 = 2.05
		$27.9 \times 2 = 55.8$ $12.3 \times 2 = 24.6$
Total Living Area (Rounded):	2391 Sq ft	
Non-living Area		116 × 1523
3 Car Attached	717.81 Sq ft	$11.6 \times 15.23 = 176.63$ $4.37 \times 10.7 = 46.8$
		22.47 × 22 = 494.36
		$0.5 \times 22.47 \times 0 = 0.02$
Composite Deck	392,34 Sq ft	$0.5 \times 2.9 \times 2.9 = 4.2$
		$0.5 \times 2.9 \times 2.9 = 4.2$ $4.7 \times 2.9 = 13.63$
		$6.8 \times 3 = 20.4$
		$15.23 \times 2.9 = 44.15$
		$0.5 \times 3.11 \times 3.11 = 4.84$
		$15.23 \times 3.11 = 47.37$ $0.5 \times 3.11 \times 3.11 = 4.84$
		4.08 × 3.11 = 12.69
		$31.73 \times 4.22 = 133.74$
		$0.5 \times 2.4 \times 2.4 = 2.89$ $29.32 \times 2.4 = 70.5$
		$0.5 \times 2.26 \times 2.26 = 2.56$
		$0.5 \times 2.26 \times 2.26 = 2.56$ $10.5 \times 2.26 = 23.76$
Screened Porch	140.08 Sq ft	$11.4 \times 4.23 = 48.18$
Section of the	21000 54 10	15.48 × 5.9 = 91.33
		$0.5 \times 15.48 \times 0.07 = 0.57$
Covered Porch	204.96 Sq ft	$6.5 \times 4 = 25.99$
		$6.6 \times 18.8 = 124.06$ $6.4 \times 8.56 = 54.78$
		$6.4 \times 8.56 = 54.78$ $0.5 \times 6.4 \times 0.04 = 0.13$
*		