



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Jennifer Pennington

AUCTION LOCATION - Online only at www.UnitedCountryCharlotte.com/Auctions

AUCTION END DATE - Monday, May 17th, 2024 at 5:00 PM (EST)

AUCTIONEER — Kayla Carder (Broker/Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St. in Matthews NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering – Bungalow Home on .62 Acres

Catawba County Parcel # 375504838697; Legal Desc: LOT 57 PL 43-65

Deed Book: 3767 Page: 1200

2975 Wilderness Trace Claremont, NC 28610

General Terms and Conditions

8% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract & Place an Earnest Money Deposit on May 17th. Buyer will close on or before Monday June 17th, 2024. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION - Register for online only auction at www.unitedcountrycharlotte.com. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and

matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

AUCTION METHOD - Auction will be "**Sold Subject to Seller Confirmation**" and conducted with internet bids until bids are complete on **Monday May 17th, 2024 ending at 5:00 PM EST**. Final high bid plus **8% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **8% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **June 17th, 2024**.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a **\$5,000 Earnest Money Deposit on May 17th, 2024**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape,

photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction

AERIAL IMAGE

ONLINE ONLY AUCTION, ENDING MAY 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



**The McLeMore
Group**




 Boundary

Dan McLeMore
P: 7043235100

dan@themclemoregroup.com

107B N Trade Street P.O. Box 66

 The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

AREA MAP

ONLINE ONLY AUCTION, ENDING MAY 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



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Group**



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107B N Trade Street P.O. Box 66



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LOCATION MAP

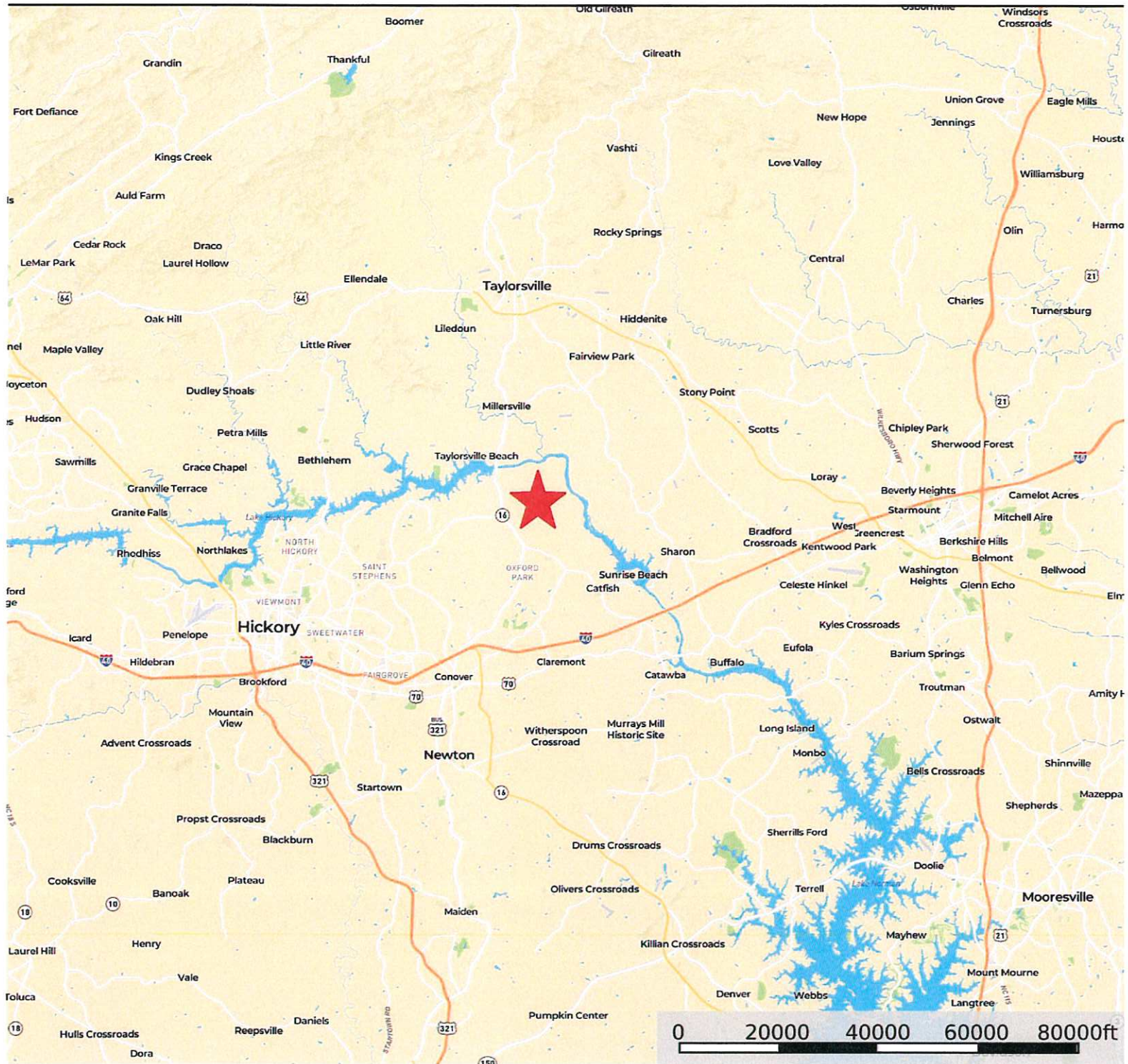
ONLINE ONLY AUCTION, ENDING MAY 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



The McMormore Group



Boundary

Dan McMormore

7043235100

dan@themcmormoregroup.com

107B N Trade Street P.O. Box 66



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3D IMAGE

ONLINE ONLY AUCTION, ENDING MAY 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



**The McLeMore
Group**



 Boundary

Dan McLeMore
P: 7043235100

dan@themclemoregroup.com

107 B N Trade Street P.O. Box 66



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Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **375504838697**
Parcel Address: 2975 WILDERNESS TRACE
City: CLAREMONT, 28610
LRK(REID): 401679
Deed Book/Page: 3767/1200
Subdivision: WILDERNESS TRACE PH 2
Lots/Block: 57/
Last Valid Sale: \$10,000 on 2004-10-20
Plat Book/Page: 43/65
Legal: LOT 57 PL 43-65
Calculated Acreage: .620
Tax Map:
Township: CLINES
State Road #: 2450

Owner Information:

Owner: PENNINGTON JENNIFER J
Owner2:
Address: 2975 WILDERNESS TRCE
Address2:
City: CLAREMONT
State/Zip: NC 28610-8054
Update owner mailing address

School Information:

School District: COUNTY
Elementary School: OXFORD
Middle School: RIVER BEND
High School: BUNKER HILL
School Map

Tax/Value Information: Tax Rates

City Tax District: All in County
County Fire District: OXFORD
Building(s) Value: \$87,100
Land Value: \$17,500
Assessed Total Value: \$104,600
Year Built/Remodeled: 2017/
Tax Revaluation 2023: Info, COMPER
Online Appeals
Valid Sales (COMPER) for this parcel
Contact Tax Dept. at 828-465-8436
Current Tax Bill

Zoning Information:

Zoning District: COUNTY
Zoning1: R-40
Zoning2:
Zoning3:
Zoning Overlay: DWMH-O,WP-O
Small Area: ST STEPHENS/OXFORD
Split Zoning Districts: /
Zoning Agency Phone Numbers

Miscellaneous:

Current: If available, Building Permits for this parcel.
Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits.
Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed: WS-IV Protected Area
Voter Precinct: P27/ Voting Map
Parcel Report Data Descriptions

List all Owners

Deed History Report

Assessment Report

Firm Panel Date: 2007-09-05
Firm Panel #: 3710375500J
2010 Census Block: 1017
2010 Census Tract: 010101
Agricultural District:

[illegible]



CATAWBA COUNTY PERMIT

BUILDING (R) Accessory Structure

P. O. Box 389
25 Government Drive
Newton, North Carolina 28658

Phone: 828-465-8399
Newton FAX: 828-465-8962

www.catawbacountync.gov

PERMIT NO:	BLDR-04-2019-113884
APPLIED:	04/01/2019
ISSUED:	04/01/2019
EXPIRES:	10/01/2019

IVR PIN#

Owner LANDVESTCO HOLDING COMPANY LP, 1381 GRAND OAKS LN, HICKORY NC 28602
B:8283244455

Contractor JENNIFER PENNINGTON, 2975 WILDERNESS TRACE, CLAREMONT NC 28610
C:2565086790
** NO PEOPLESOFT ACCOUNT ASSIGNED **

PROPERTY ID#: **375504838697**
STREET ADDRESS: 2975 WILDERNESS TRACE, CLAREMONT NC 28610

CENSUS TRACT: 010101
LOT#: 57

PROJECT DESCRIPTION: 12x28 Pre-made wood storage building no trades

DIRECTIONS: x

TYPE OF USE:	Accessory Structure	TOTAL SQ FT	336.00
# OF STORIES:	1		
ZONING:		NUMBER OF UNITS:	1
CODE EDITION:	IRC 2018	TOTAL # OF ROOMS:	0

REQUIRED SETBACKS FRONT: 30 REAR: 5 SIDE: 10

1. Before an inspection can be made by the Building Inspection Office, the applicant must pull a string to designate the side and rear property lines where the structure is being placed or constructed.
2. Accessory structures shall not be attached in any way to the principle structure.
3. Accessory structures shall only be used for private residential purposes.
4. Manufactured homes shall not be used as accessory structures.
5. Accessory structures may not be used for living purposes.

INVOICE#:

<u>FEE DESCRIPTION</u>	<u>DATE</u>	<u>FEE AMOUNT</u>
New Residential Building Fee	04/01/2019	\$88.00
Permit Placard Fee	04/01/2019	\$5.00
TOTAL FEES		\$93.00



CATAWBA COUNTY PLANNING & ZONING PERMIT

ZONING AUTHORIZATION (R)

Accessory Structure

P. O. Box 389
25 Government Drive
Newton, North Carolina 28658

Phone: 828-465-8380
FAX: 828-465-8484

PERMIT NO: ZONR-04-2019-113883
APPLIED: 04/01/2019
ISSUED: 04/01/2019
EXPIRES: 09/27/2019

www.catawbacountync.gov

Owner	LANDVESTCO HOLDING COMPANY LP, 1381 GRAND OAKS LN, HICKORY NC 28602 B:8283244455
Contractor	JENNIFER PENNINGTON, 2975 WILDERNESS TRACE, CLAREMONT NC 28610 C:2565086790 ** NO PEOPLESOFT ACCOUNT ASSIGNED **

PROPERTY ID#: **375504838697**
STREET ADDRESS: 2975 WILDERNESS TRACE, CLAREMONT NC 28610

CENSUS TRACT: 010101
LOT#: 57

PROJECT DESCRIPTION: 12x28 Pre-made wood storage building no trades

FLOOD ZONE?	No	OWNER TYPE:	
100 YEAR FLOOD ZONE PLAIN?		LAND OWNER:	
FLOOD PLAIN, STRUCTURE?	No		
FRONT SETBACK:	30.00	SIDE SETBACK:	10
FRONT SETBACK 2:		SIDE STREET SETBACK:	
SETBACK COMMENT:		REAR SETBACK:	5
		MAX HEIGHT:	
REQUIRED SETBACKS	FRONT: 30	REAR: 5	SIDE: 10

1. Before an inspection can be made by the Building Inspection Office, the applicant must pull a string to designate the side and rear property lines where the structure is being placed or constructed.
2. Accessory structures shall not be attached in any way to the principle structure.
3. Accessory structures shall only be used for private residential purposes.
4. Manufactured homes shall not be used as accessory structures.
5. Accessory structures may not be used for living purposes.

INVOICE#:

<u>FEE DESCRIPTION</u>	<u>DATE</u>	<u>FEE AMOUNT</u>
Residential Zoning Fee	04/01/2019	\$25.00
TOTAL FEES		\$25.00

The permit is issued based upon the information provided on the attached Zoning Application. The applicant acknowledges that any construction, alteration or addition which differs from the application shall be subject to removal or alteration so as to bring said structure into conformance with the specification and standards of the Catawba County Zoning Ordinance. Such corrective action shall be at the expense of the applicant and/or owner.

** This permit shall expire six months from the date of issuance unless a building permit is secured and remains active.



CATAWBA COUNTY PLANNING & ZONING PERMIT

ZONING AUTHORIZATION (R)

Accessory Structure

P. O. Box 389
100A Southwest Blvd
Newton, North Carolina 28658

PERMIT NO: ZONR-05-2017-085802

APPLIED: 05/22/2017

ISSUED: 05/22/2017

EXPIRES: 02/12/2018

Phone: 828-465-8380

FAX: 828-465-8484

www.catawbacountync.gov

Applicant	TODD HUFFMAN, 2359 HWY 70 SE, HICKORY NC 28602 C:7022801338
Owner	LANDVESTCO HOLDING COMPANY LP, 1381 GRAND OAKS LN, HICKORY NC 28602 B:8283244455
Paid By	JENNIFER PENNINGTON, 2975 WILDERNESS TRACE, CLAREMONT NC 28610 ** NO PEOPLESOFT ACCOUNT ASSIGNED **
Contractor	TODD HUFFMAN, 2359 HWY 70 SE, HICKORY NC 28602 C:7022801338

PROPERTY ID#: **375504838697**

CENSUS TRACT: 010101

STREET ADDRESS: 2975 WILDERNESS TRACE, CLAREMONT NC 28610

LOT#: 57

PROJECT DESCRIPTION: pvt accessory building 11.5 x 12 / building permit house written
also 5/22 / zoning must give approval for C/C

FLOOD ZONE?

OWNER TYPE:

100 YEAR FLOOD ZONE PLAIN?

LAND OWNER:

FLOOD PLAIN, STRUCTURE? No

FRONT SETBACK: 30.00

SIDE SETBACK: 0

REAR SETBACK: 5

FRONT SETBACK 2: SIDE STREET SETBACK:

MAX HEIGHT:

SETBACK COMMENT:

REQUIRED SETBACKS FRONT: 30 REAR: 5

1. Before an inspection can be made by the Building Inspection Office, the applicant must pull a string to designate the side and rear property lines where the structure is being placed or constructed.
2. Accessory structures shall not be attached in any way to the principle structure.
3. Accessory structures shall only be used for private residential purposes.
4. Manufactured homes shall not be used as accessory structures.
5. Accessory structures may not be used for living purposes.

INVOICE#:

FEE DESCRIPTION

DATE

FEE AMOUNT

Residential Zoning Fee

05/22/2017

\$25.00

TOTAL FEES

\$25.00

The permit is issued based upon the information provided on the attached Zoning Application. The applicant acknowledges that any construction, alteration or addition which differs from the application shall be subject to removal or alteration so as to bring said structure into conformance with the specification and standards of the Catawba County Zoning Ordinance. Such corrective action shall be at the expense of the applicant and/or owner.

** This permit shall expire six months from the date of issuance unless a building permit is secured and remains active.



CATAWBA COUNTY PERMIT
BUILDING (R)
New Building

P. O. Box 389
100A Southwest Blvd
Newton, North Carolina 28658

Phone: 828-465-8399
Newton FAX: 828-465-8962

PERMIT NO: BLDR-05-2017-085800
APPLIED: 05/22/2017
ISSUED: 05/22/2017
EXPIRES: 11/20/2017

IVR PIN#

www.catawbacountync.gov

Applicant TODD HUFFMAN, 2359 HWY 70 SE, HICKORY NC 28602
C:7022801338
Owner LANDVESTCO HOLDING COMPANY LP, 1381 GRAND OAKS LN, HICKORY NC 28602
B:8283244455
Paid By JENNIFER PENNINGTON, 2975 WILDERNESS TRACE, CLAREMONT NC 28610
Contractor TODD HUFFMAN, 2359 HWY 70 SE, HICKORY NC 28602
C:7022801338
** NO PEOPLESFT ACCOUNT ASSIGNED **

PROPERTY ID#: 375504838697
STREET ADDRESS: 2975 WILDERNESS TRACE, CLAREMONT NC 28610

CENSUS TRACT: 010101
LOT#: 57

PROJECT DESCRIPTION: New Single Family House 14'x30' w/ decks: F 8x10, B 10x12
Will only be 1 bedroom & 1 bath.
Existing 3 BdRm Septic Permit on file.

DIRECTIONS: Hwy 16N then R onto shell hollar then L onto rest home R onot wilderness trace

TYPE OF USE:	Single Fam. Res.	TOTAL SQ FT	420.00
# OF STORIES:	1		
ZONING:		NUMBER OF UNITS:	1
CODE EDITION:	IRC 2012	TOTAL # OF ROOMS:	2

REQUIRED SETBACKS FRONT: 30 **REAR:** 30 **SIDE:** 15

INVOICE#:

<u>FEE DESCRIPTION</u>	<u>DATE</u>	<u>FEE AMOUNT</u>
New Residential Building Fee	05/22/2017	\$128.36
Permit Placard Fee	05/22/2017	\$5.00
Temp Saw Pole Fee	05/22/2017	\$39.00
Electrical Trade Permit Fee	05/22/2017	\$27.65
Mechanical Trade Permit Fee	05/22/2017	\$23.70
Plumbing Trade Permit Fee	05/22/2017	\$17.77
TOTAL FEES		\$241.48

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20120
20120

No 2997

7/11/20

Phone

Subdivision Walderness Trace

Lot# 57

Facility: House _____ Mobile Home ☒ Business _____ Other: _____ Tax Map # 1000-0-2

Bedrooms 3 # Seats _____ # Employees _____ . Zoning Approval # 29801855
Application Rate 0.4 GPD Flow 360

Bedrooms 3 # Seats # Employees . Application Rate 0.4 GPD Flow 360

Hot Tub or Spa yes/no Special Fixtures _____, 100% Repair Area yes/no

Basement yes/no Basement Plumbing yes/no

Water Supply: Private Well ☒ Public ☐

Type of System: Trench ☒ Bed ☐ Pump ☐ Pump/Panel ☐ Panel ☐ LPP ☐ Other ☐

Tank Size: Septic Tank Size 1000 Pump Tank Size _____

Nitrification Field: Total Square Feet 900 Depth of Stone 12 in. Bed size _____

Trench Width 3 Total Length of All Trenches 300' Number of Trenches 1

French Width 5 Total Length of All Trenches 500 Number of Trenches 7
Individual Trench Length 75, 75, 75, 75, 75, 75, 75

Individual Trench Length 12/15/15/15/ Feet on Center 7 Maximum Trench Depth 36
Distance of Nearest Wall _____

Distance of Nearest Well _____ *DO NOT INSTALL WHEN WET*

Topo 2 % Slope

Texture Clay

Structure SAR

[illegible]

Clay Min.	
Soil Wetness	" "

Soil Depth 48 "

[illegible][illegible]

Comments: 

[Handwritten notes and diagrams related to the previous question]

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Wilderness Trace

*NO GUARANTEE OR WARRANTY IS IMPLIED OR GIVEN AS TO THE PERFORMANCE OR LENGTH OF TIME THIS

SYSTEM WILL FUNCTION**

Improvement Permit has no expiration date and is transferable, but may be renewed if it

plans or intended use changes for the proposed facility. An Authorization to Construct is

valid for (5) five years from date issued and is not transferable.
 Permit Date 7-9-98

Owner/Agent John J. Johnson

Sanitarian _____
Installed By Shane Gandy Date 9-28-98 Sanitarian E. J. [Signature]

WFO: CES: _____
 Date: _____

White - Office Blue - Building Inspection Operation Permit Yellow - Owner/Agent Green - Building Inspection Authorization to Construct



CATAWBA COUNTY
Public Health Department
Environmental Health Division
PO Box 389, 100-A Southwest Blvd, Newton, NC 28658



Case # IMPV-05-2017-085356
Subdivision WILDERNESS TRACE PH
PIN# 375504838697
LOT# 57

NAME ON PERMIT: TODD HUFFMAN, 2359 HWY 70 SE, HICKORY NC 28602
Site Address: 2975 WILDERNESS TRACE, CLAREMONT NC 28610
Property Size: Square Feet: 27,007.20 Acres: 0.62
Directions: Hwy 16N then R onto shell hollar then L onto rest home R onto wilderness trace

Improvement Permit

INITIAL SYSTEM EXISTING

THIS PERMIT IS NOT FOR SEPTIC INSTALLATION

Facility: **Primary Residence - residence**
Permit Category: **Other** Bedrooms 2
WATER SUPPLY: Private Well
Basement? No Basement Plumbing? No

INITIAL SYSTEM SPECIFICATIONS

Permit Valid: Expires In Five Years: _____ No Expiration: X

Projected Daily Flow 240 g.p.d

Proposed Wastewater System: CONVENTIONAL

Type: IIA - CONV SYSTEM (SINGLE-FAMILY OR 480 GPD OR LESS)

Permit Conditions:

REPAIR SYSTEM SPECIFICATIONS

Repair System Required? Required

Proposed Wastewater System: 25% REDUCTION

Type: IIIG - OTHER NON-CONV TRENCH SYSTEMS

Landscaping or other site alterations that potentially divert groundwater or surface water toward the septic system, or prevent proper drainage away from the septic system, including the direction of gutter flows or foundation drains, is not approved, and may result in failure to approve the initial system installation, or the suspension/revocation of existing permits.

The issuance of this permit by the Health Department does not guarantee the issuance of other permits. It is the responsibility of the applicant/property owner to insure that all Catawba County Planning/Zoning and Building Inspections requirements are met. This Improvement Permit is subject to revocation if the site plan, plat or the intended use changes, or if site conditions are altered. The Improvement Permit is not affected by a change in ownership of the property. This permit was issued in compliance with the provisions of the North Carolina *'Laws and Rules for Sewage Treatment and Disposal Systems'* (15A NCAC 18A .1900). Neither Catawba County nor the Environmental Health Specialist warrants that the septic tank system will continue to function satisfactorily for any given period of time.

Randy Ross

AUTHORIZED STATE AGENT

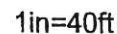
05/11/2017

APPROVAL DATE

Permit Expiration Date: 05/11/2022

No grading or construction activity is allowed in areas designated for system and repair without approval of the Health Department.

IMPV-05-2017-085356



05/11/2017

FILED	Sep 08, 2022
AT	11:43:00 AM
BOOK	03767
START PAGE	1200
END PAGE	1202
INSTRUMENT #	19692
EXCISE TAX	\$50.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$50.00

Parcel Identifier No.:375504838697

Mail after recording to: Fleischer Law Office, PLLC, 7 14th Street SW, Suite 100, Hickory, NC 28602

This instrument was prepared by: Fleischer Law Office, PLLC, 7 14th Street SW, Suite 100, Hickory, NC 28602

Brief Description from the Index: Lot 57, Plat Book 43 at Page 65, Catawba County Registry

*****No Title search was performed by the drafter of this instrument*****THIS DEED made this 10 day of September, 2022, by and between

GRANTOR
LANDVESTCO HOLDING COMPANY, L.P.

1381 Grand Oaks Lane
Hickory, NC 28602

GRANTEE
Jennifer J. Pennington

2975 Wilderness Trace
Claremont, NC 28610

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in, Catawba County, North Carolina and more particularly described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

The property herein described ☐ is or ☒ is not the primary residence of the Grantors.

The property herein described was acquired by Grantor by instrument recorded in Book 3040, Page 1364, Catawba County Registry.

A map showing the above described property is recorded in Plat Book 43, Page 65, and referenced within this instrument.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, or if corporate, has caused this to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

Landvestco Holding Company, L.P., a North Carolina Limited Partnership

By: Landvestco Inc., its General Partner

Susan H. Harwell
By: Susan H. Harwell, President

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, the undersigned, Notary Public for said County and State, certify that Susan H. Harwell personally came before me this day and acknowledged that she is President of Landvestco, Inc., General Partner of Landvestco Holding Company Limited Partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, attested by herself as its President of Landvestco, Inc., General Partner of Landvestco Holding Company Limited Partnership.

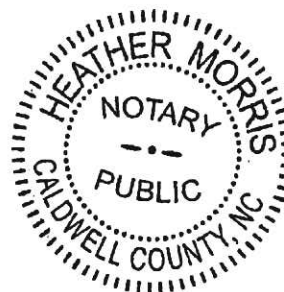
Witness my hand and official seal, this the 6 day of September 2022.

[Official Signature of Notary] Heather Morris

Heather Morris

Typed Name, Notary Public

My commission expires: 1-23-27



[Official Seal]

Exhibit "A"

Being All of Lot 57 of Wilderness Trace, Phase 2, as shown on that certain plat recorded in Plat Book 43, at Page 63, Catawba County Registry, reference to which plat is hereby made for greater certainty of description of said lots by metes and bounds.

Lot 3 Pin: 375504838697 Property Address:
2975 Wilderness Trace Claremont, NC 28610

*****No Title search was performed by the drafter of this instrument*****

WEB

Restrictions

Drawn By: Wesley E. Starnes, P.C. PO Box 11139, Hickory, NC 28603

Declaration of Covenants, Conditions and Restrictions
for
WESTON AND
WESTON II

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this day of _____, 2010, by RSH PROPERTIES FAMILY LTD. PARTNERSHIP, A North Carolina Limited Partnership, hereinafter referred to as "Declarants."

STATEMENT OF PURPOSE

Declarants are the owners of certain real property in Catawba County, North Carolina, which is more particularly described on a map recorded in Plat Book 38 at Page 187, and Plat Book 39 at Page 64, in the Catawba County Registry, to which reference is hereby made. Declarants desire to create thereon a residential community of single-family residences to be named WESTON and WESTON II.

Declarants desire to insure the attractiveness of WILDERNESS TRACE WESTON and WESTON II and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the value of all properties within WESTON and WESTON II and to provide for the maintenance and upkeep of the roadways within said subdivisions. To this end, the Declarants desire to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof.

The Declarants have previously reserved the right to modify the restrictive covenants on said property from time to time. Having found it to be in the best interest of the subdivisions,

the Declarants hereby enter these restrictive covenants.

NOW THEREFORE, Declarants, by this Declaration of Covenants, Conditions and Restrictions, do hereby declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall be appurtenant to and run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I DEFINITIONS

Section 1. "Declarants" shall mean and refer to *. A North Carolina Corporation.

Section 2. "Development" shall mean and refer to WESTON AND WESTON II, which are single- family residential developments proposed to be developed on the Properties by the Declarants.

Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the maps recorded in Plat Book 38, at Page 187, in the Catawba County Registry with the exception of any Common Areas and public roads and streets.

Section 4. "The Property or Properties" shall mean and refer to the property described in the maps recorded in Plat Book 38 at Page 187 in the Catawba County Registry.

Article II COVENANT FOR ROAD MAINTENANCE ASSESSMENTS

Section 1. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarants (regardless of their percentage of ownership) or any person or group of persons owning fifty-one percent (51%) of said subdivision by area, periodic assessments for the maintenance of all roadways within said subdivision. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent

assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, but any outstanding lien on said property shall not be extinguished by said conveyance.

Section 2. The purpose of said periodic assessments levied by the Declarants (regardless of their percentage of ownership) or any person or group of persons owning fifty- one percent (51%) of said subdivision by area shall be used to maintain all roads constructed within the common areas of said subdivision to the standard of maintenance which would be required by the State of North Carolina before it would accept such roads for maintenance.

Section 3. All periodic assessments must be fixed at a uniform rate for all Lots. No assessment shall be levied without the prior approval by at least fifty-one percent (51%) of the owners of the Lots within the subdivision, with each Lot being entitled to one vote. The amount of said periodic assessments and the due date for such assessment shall be fixed by the Declarants (regardless of their percentage of ownership) or any person or group of persons owning fifty-one percent (51%) of said subdivision by area.

Section 4. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Declarants (regardless of their percentage of ownership) or any person or group of persons owning fifty-one percent (51%) of said subdivision by area may bring an action at law against the delinquent Owner or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the roadways or by abandoning his Lot.

Article III LIMITATIONS

Section 1. No more than one (1) home or dwelling unit shall be placed on any lot located in this subdivision.

Section 2. Use of motor homes, campers, buses, or vans as a domicile is prohibited.

Section 3. No motor vehicle without valid, current license plates shall be parked on any lot for a period of more than thirty days. No vehicles may be repaired on the property except in an enclosed building obscured from view. Owners and their guests shall not park on street rights of way or cul-de-sacs.

Section 4. Unless otherwise posted, there shall be a speed

limit of fifteen (15) miles per hour within the Subdivision.

Section 5. No sign or signs shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property during the construction and sales period.

Section 6. There is to be no trade or business or commercial enterprise carried on upon any lot. This includes no babysitting except for children living within the subdivision. No nuisance, noxious, or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Dogs, cats, or other household pets shall be allowed but the owners are responsible that such household pets shall not cause undue disturbances or otherwise become a nuisance. However, Owners shall have no more than two (2) dogs per household. Such pets shall be confined or kept on leash so that they will not have freedom to run at large. All dogs must have owner's name on their collars.

Section 8. All waste shall be kept in sanitary containers, either metal or vinyl cans with lids. No exposed plastic bags are allowed. All garbage and trash cans are to be stored in an area that is not visible from the street fronting the lot. Owners shall be responsible for the removal of garbage from their property once a week either by garbage disposal pickup or taken to dumpster.

Section 9. No tractor-trailers or heavy trucks shall be permitted to park overnight at any time in this Subdivision. All terrain vehicles, motorcycles or go-carts are prohibited except for ingress and egress for licensed motorcycles.

Section 10. No poultry, goats, swine, cattle or horses shall be kept or allowed on the Properties.

Section 11. Each modular or double wide, single wide or conventionally built home must be underpinned with either brick, rock, block or masonry materials. In the event blocks are used, the exterior surface must be stuccoed. All homes must also have a front porch and steps with handrails and be at least 8 by 10 feet in size.

Section 12. All lots must be landscaped and must be maintained in an orderly condition. Lawns must be sowed within ninety (90) days of set up of a double wide home or completion of a conventionally built dwelling. Lawns must be kept free of construction materials, clutter, and other debris. All lawns must be kept mowed and any weeds must be mowed to a height of less

than 6 inches. Any cut trees, stumps, or debris must be removed from lot or buried except this provision shall not apply to debris left on any lot by Declarants prior to transfer of said lot by Declarant to Owner. This land covenant applies to owners even though they may not have moved upon the property. Each lot owner is responsible for mowing the grassed street right-of-way fronting each individual owner's lot or lots. This section shall not apply to Declarants prior to the transfer of lots out of the Declarant's name.

Section 13. Any out-buildings must be constructed principally of brick, block or residential wood of a type used for finished exterior construction. In the event block is used it must be stuccoed. Manufactured buildings may be of metal siding. All out-buildings, campers, boats and other large equipment must be parked or located on the rear one-third of the lot and must be obscured from view from the front street.

Section 14. Wells must be covered with a green fiberglass or imitation rock pump cover or with a brick, block, or rock pumphouse with asphalt shingles. If block is used, the exterior surface must be stuccoed.

Section 15. No basketball goals or posts are to be located on any street right-of-way.

Section 16. Rock throwing, firearms, fireworks, air rifles, bows, and slingshots are not allowed to be used within this Subdivision. Also, no open burning of leaves, plastics, trash or any other combustible material is allowed.

Section 17. All driveways must be maintained to prevent mud, dirt, or gravel from washing or being carried upon streets. Culverts must be galvanized or concrete with a minimum size of (18) eighteen inches in diameter.

Section 18. Fencing of lots is permitted, however, fencing must be split rail or chain link and must be professionally installed. Fencing may not extend beyond the normal setback lines established. *Any residential is OK.*

Section 19. All modulars, double wide and single wide mobile homes located on the properties, must be no more than ten (10) years of age when set up.

Section 20. No property shall be used as rental property and be leased except with the prior written consent of Declarants.

Section 21. No BBQ grills on or under the front porch. All BBQ grills must be located in the back yard. All children's gym

052222017
Per County
No permit needed.
No taller than 6' in front.

sets and other toys must be located in the back yard.

Section 22. No above ground swimming pools or trampolines shall be placed on the Properties, on a temporary or permanent basis. No under ground pools are allowed in the front yard.

Section 23. The front setback line is a minimum of sixty (60) feet from the street right of way. The Declarants have the right to make exceptions in order to locate a well and/or septic system on a lot.

Section 24. The Declarants, its successors and assigns, hereby reserve the right to make new restrictions as necessary for the betterment of the development as a whole.

Article IV GENERAL PROVISIONS

Section 1. Declarants shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarants to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If Declarants shall enforce any restriction, covenant or reservation contained in this Declaration in a court of law, they shall be entitled to collect reasonable attorney fees and costs associated with the enforcement pursuant to N.C.G.S. § 47F-3-120.

Section 2. Invalidation of any one or more of these restrictions or covenants shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and date first above written.

RSH PROPERTIES FAMILY LTD PARTNERSHIP

BY:

SUSAN H. HARWELL, President of
Landvestco, Inc., General Partner
of RSH PROPERTIES FAMILY LTD.
PARTNERSHIP

NORTH CAROLINA-CATAWBA COUNTY

I, _____, a Notary Public of Catawba County and State aforesaid, certify that Susan H. Harwell personally came before me this day and acknowledged that she is President of Landvestco, Inc., a North Carolina corporation, General Partner of RSH PROPERTIES FAMILY LTD. PARTNERSHIP, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President. Witness my hand and official stamp or seal, this _____ day of _____, 2010.

NOTARY PUBLIC

Commission Expires: _____



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: 2975 Wilderness Trace, Claremont, NC 28610

Owner's Name(s): Jennifer Pennington

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: Jennifer Pennington

Jennifer Pennington

Date 17 Apr 2024

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: 2975 Wilderness Trace, Claremont, NC 28610
LOT 57 PL 43-65

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>2017</u> Explain if necessary: _____			<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 checked="" type="checkbox"/>	<input 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 type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input checked="" type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ (Check all that apply)			<input type="checkbox"/>
4. In what year was the dwelling's roof covering installed? <u>2018</u> (Approximate if no records are available) Explain if necessary: _____			<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 type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input checked="" type="checkbox"/> Other <u>Wall heaters</u> (Check all that apply) Age of system: <u>4 years</u>			<input type="checkbox"/>
11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input checked="" type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____			<input type="checkbox"/>
12. What are the dwelling's fuel sources? <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____ (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is <input checked="" type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input checked="" type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply)			<input type="checkbox"/>
13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply)			<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 type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply)			<input checked="" 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 checked="" type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input 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"/>
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? <u>3</u> <input type="checkbox"/> No records available	<input checked="" type="checkbox"/>	<input 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 js

Owner Initials and Date js 17 Apr 2024

Buyer Initials and Date _____

Owner Initials and Date _____

REC 4.22
REV 8/21

- | | Yes | No | 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?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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.

- | | Yes | No | No Representation |
|--|--------------------------|-------------------------------------|--------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| 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]: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|

• (specify name) None. 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) None. 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 HP 17 Apr 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	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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	No Representation
Management Fees.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Master Insurance.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: (specify) <u>None.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Buyer Initials and Date _____ Owner Initials and Date JP 17 Apr 2024
 Buyer Initials and Date _____ Owner Initials and Date _____



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

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family 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.
2. 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.
3. You must respond to each of the following by placing a check ☒ 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:

	Yes	No	No Representation
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may 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: **2975 Wilderness Trace, Claremont, NC 28610**

Owner's Name(s): **Jennifer Pennington**

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature:  Jennifer Pennington Date 4/2/2024
C8CAA832B7464B1...

Owner Signature: _____ Date _____

Purchaser(s) 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 owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

REC 4.25

1/1/15

Jennifer

* Sample *

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 17th day of May, 2024, by and between
TBD ("Buyer"), and
Jennifer Pennington ("Seller").

WHEREAS at an auction conducted this day by United Country RE - The McLemore Group ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11 -T) with this offer.)

Street Address: 2975 Wilderness Trace
City: Claremont Zip: 28610

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

County: Catawba, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 57, Block/Section n/a, Subdivision/Condominium Wilderness Trace Ph 2, as shown on Plat Book/Slide 43 at Page(s) 65

The PIN/PID or other identification number of the Property is: 375504838697 Acreage: .62

Other description: **LOT 57 PL 43-65**

Some or all of the Property may be described in Deed Book 3767 at Page 1200

☐ **ADDITIONAL PARCELS.** If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. **FIXTURES:**

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:
4 Detached Buildings

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: **None.**



3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: **Washer, Dryer, Refrigerator, Microwave, Toaster Oven, 2 Conduction Hot Plates, Dishwasher.**

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 5,000.00 by ☐ cash ☒ personal check ☒ official bank check ☒ wire transfer ☒ electronic transfer shall, ☐ on the effective date of this Contract OR ☒ within five (5) days of the date of the effective date of this Contract, be made payable and delivered to Kayla Carder as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ TBD, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this Contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on on or before 6/17/24 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying

Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, ☒ at Closing OR ☐ on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☐ shall be prorated on a calendar year basis as of the date of Closing ☒ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☒ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☒ GENERAL WARRANTY DEED ☐ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

☒ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☐ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES): _____.

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

☒ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

☐ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of

Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (check if applicable):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ _____
☐ _____
☐ _____

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): None whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

☐ (specify name of association): None whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

(f) **Other:** None.

14. ENTIRE AGREEMENT; NOTICE: This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below

shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. APPLICABLE LAW: This Contract shall be construed under the laws of the State of North Carolina.

18. ASSIGNMENT: This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. PARTIES: This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. REMEDIES:

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer. Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER:

(SEAL)

TBD

Date: _____

(SEAL)

Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

(SEAL)

Jennifer Pennington

Date: _____

(SEAL)

Date: _____

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Escrow Agent: Kayla Carder

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____
Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Kayla Carder Real Estate License #: 306169
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)608-1961 Fax #: 704-817-2544 Email: kayla@themclemoregroup.com

Firm Name: United Country RE - The McLemore Group
Acting as ☒ Seller's (sub) Agent ☐ Dual Agent

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393