



# 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><br>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><br>Buyer Initials                                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| 2. Seller has severed the mineral rights from the property.                                              |                          |                                     |                                     |
| <u>                    </u><br>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><br>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><br>Buyer Initials                                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| 5. Seller has severed the oil and gas rights from the property.                                          |                          |                                     |                                     |
| <u>                    </u><br>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. |                          |                                     |                                     |

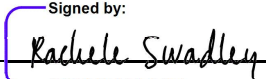
## Note to Purchasers

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: **3192 Panoramic Vista Court NE, Valdese, NC 28612**

Owner's Name(s): **Rachele Swadley**

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:  Rachele Swadley Date 9/10/2026  
 Owner Signature: 6BB728517DE94D2... 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

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# OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

Property: **3192 Panoramic Vista Court NE, Valdese, NC 28612**

Buyer: \_\_\_\_\_

Seller: **Rachele Swadley**

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

☒ Name of Association 1: **Lake Vistas HOA** whose regular assessments ("dues") are **\$650.00** per **Year**. The name, address and telephone number of the president of the owners' association or the association manager is: **President - Jamie Ward (828)448-1904**. Owners' association website address, if any: **www.lakevistashoa-nc.org**

☐ Name of Association 2: \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_. Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |                                                                                                                             |                                                                |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Master Insurance Policy                                                                            | <input type="checkbox"/> Street Lights                         |
| <input type="checkbox"/> Real Property Taxes on the Common Areas                                                            | <input type="checkbox"/> Water                                 |
| <input type="checkbox"/> Casualty/Liability Insurance on Common Areas                                                       | <input type="checkbox"/> Sewer                                 |
| <input checked="" type="checkbox"/> Management Fees                                                                         | <input checked="" type="checkbox"/> Private Road Maintenance   |
| <input type="checkbox"/> Exterior Building Maintenance                                                                      | <input type="checkbox"/> Parking Area Maintenance              |
| <input type="checkbox"/> Exterior Yard/Landscaping Maintenance                                                              | <input checked="" type="checkbox"/> Common Areas Maintenance   |
| <input type="checkbox"/> Trash Removal                                                                                      | <input type="checkbox"/> Cable                                 |
| <input type="checkbox"/> Pest Treatment/Extermination                                                                       | <input type="checkbox"/> Internet service                      |
| <input checked="" type="checkbox"/> Legal/Accounting                                                                        | <input type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input checked="" type="checkbox"/> Recreational Amenities (specify): <b>Future Common Access Area to Lake per the HOA.</b> | <input checked="" type="checkbox"/> Gate and/or Security       |

☐ Other (specify) \_\_\_\_\_  
☐ Other (specify) \_\_\_\_\_

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:

\_\_\_\_\_  
 \_\_\_\_\_



This form jointly approved by:  
**North Carolina Bar Association**  
**NC REALTORS®**

Buyer initials \_\_\_\_\_ Seller initials **RS**



**STANDARD FORM 2A12-T**  
**Revised 7/2025**  
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4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: \_\_\_\_\_.

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. 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, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- 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

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

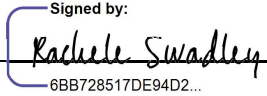
NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Buyer:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Seller:** (Name) Rachele Swadley (Signature)  (Date) 9/10/2026

**Seller:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Seller:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

## VACANT LAND DISCLOSURE STATEMENT

Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract - Vacant Lot/Land (Form 12-T).

**"Seller":** Rachele Swadley

**"Buyer":** \_\_\_\_\_

**"Property":** 3192 Panoramic Vista Court NE, Valdese, NC 28612

☐ If checked, see attached Form 2A10-T for additional parcels that are included in the disclosures below and included within the term Property herein

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. To the best of Seller's knowledge, any representations made by Seller in this Disclosure Statement are true, and copies of any documents provided by Seller are true copies. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

For each category below, mark either yes, no, or no representation (NR). Use the lines to describe and explain any "yes" answers. The categories below are not limited to the examples named in the category. Sellers should disclose any information that is relevant to the category, even if the information is not specifically listed as an example. Attach additional pages for explanations, if necessary.

**Under Form 12-T, if Buyer has not received a signed copy of this form prior to making this offer, Buyer will have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.**

**1. Physical Aspects** - Does the Property have any physical aspects such as non-dwelling structures, caves, streams, ponds, beach, power lines, other utility lines or structures, gravesites, or other important features?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

**2. Drainage, Erosion, and Soil Stability** - Has the Property experienced any current or past drainage, erosion, landslides, tidal flow, soil stability, or other related issue?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

**3. Flooding.** Has the Property ever experienced flooding, suffered damage from flooding or other water damage, been the subject of a flood insurance claim, or been designated as part of a flood hazard zone?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

**4. Wetlands.** Is any portion of the property located in or affected by wetlands of any kind?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

**5. Water and Sewer** - Has a well, septic system, or municipal city water/sewer been installed on the Property, or has the Property been permitted for a well or septic system?

☐ Yes ☒ No ☐ NR. If yes, please describe: n/a



This form approved by:

NC REALTORS®

Seller Initials RS Buyer Initials \_\_\_\_\_

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6. **Environmental and Safety** - Does the Property have any current or past soil contamination, hazardous chemicals, junk vehicles or storage, landfills, underground storage tanks, conservation areas, or other related issues?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

7. **Mineral, Oil, Gas, and Timber Rights** - Have any mineral, oil, gas, timber or other rights been severed from the Property by Seller or any previous owner?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

8. **Legal and Taxes** - Is the Property subject to any rights of way, restrictions, tax use restriction, litigation, liens, utility rights, zoning, foreclosure, bankruptcy, or other related issue?

☒ Yes ☐ No ☐ NR. If yes, please describe the capacity, age, and other features: HOA, CCR's, Architectural Review.

9. **Easements and Private Roads.** Does the Property have any easements, private roads, and/or related maintenance or developer obligations or agreements?

☐ Yes ☐ No ☐ NR. If yes, please describe and attach any documents: \_\_\_\_\_

10. **Encroachments.** Do any encroachments from nearby properties affect the Property, or is the Property causing any encroachments that affect nearby properties?

☐ Yes ☐ No ☒ NR. If yes, please describe: Private Roads Maintained by HOA.

11. **Governmental and Rule Compliance.** Is the Property in violation of any ordinances, restrictive covenants, laws, restrictions, building codes, permit requirements, or other public or private regulations?

☐ Yes ☐ No ☒ NR. If yes, please describe: n/a

12. **Owners' Association.** Is the Property subject to an owners' Association?

☒ Yes ☐ No ☐ NR. If yes, please (choose one): ☒ see attached Form 2A12-T; or ☐ provide the name of the association, management company, contact information, the amount of dues, what amenities are paid for by the association, any proposed or confirmed assessments, judgment, liens, litigation, or other information about the association: n/a

13. **Survey.** Does the Seller have a copy of a survey?

☐ Yes ☒ No ☐ NR. If yes, please describe and provide a copy of the survey, if available: Recorded Plat Available.

14. **Other Disclosures** - Are there any other material issues concerning the Property that should be disclosed?

☐ Yes ☐ No ☒ NR. If yes, please describe the capacity, age, and other features: n/a

**15. Utilities Available.** Check all currently installed utilities to the Property and indicate the provider. Be sure to specify whether the utilities are, in fact, installed on the Property or whether only a hookup is available or nearby.

☐ Water (describe): \_\_\_\_\_

☐ Sewer (describe): \_\_\_\_\_

☐ Gas (describe): \_\_\_\_\_

☒ Electricity (describe): Underground

☒ Cable (describe): \_\_\_\_\_

☐ High Speed Internet (describe): \_\_\_\_\_

☒ Fiber Optic (describe): \_\_\_\_\_

☐ Telephone (describe): \_\_\_\_\_

☐ Private well (describe): \_\_\_\_\_

☐ Shared private well or community well (describe): \_\_\_\_\_

☐ Hauled water (describe): \_\_\_\_\_

☐ Other (describe): \_\_\_\_\_

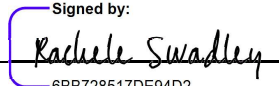
NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Buyer:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Seller:** (Name) Rachele Swadley (Signature)  (Date) 9/10/2026

**Seller:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Seller:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Seller Initials**  **Buyer Initials** \_\_\_\_\_