



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: 300 Ivy Terrace Drive, Saluda, NC 28773

Owner's Name(s): Ivy Terrace of Saluda, LLC by managers Diane McGuire and Herbert B McGuire

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: *Diane B. McGuire* Date 6/7/2023

Owner Signature: *HBM* Date 6/7/2023

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 _____

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>1890</u>
Explain if necessary: <u>DATE IS APPROXIMATE</u> | | | <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 type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Stone
<input type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input 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>2013</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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____
(Check all that apply) Age of system: _____ | | | <input type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input checked="" type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____
(Check all that apply) Age of system: <u>2 YEARS</u> | | | <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 checked="" type="checkbox"/> City/County <input type="checkbox"/> Community System <input 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 checked="" type="checkbox"/> Polybutylene
<input type="checkbox"/> Other _____ (Check all that apply)..... | | | <input 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 type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input checked="" 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? _____ <input type="checkbox"/> No records available | <input 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		Owner Initials and Date	DBU 6/7/2023
Buyer Initials and Date		Owner Initials and Date	A 6/7/2023

Yes No Repres

- 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?.....
- 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?.....
- 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?.....
- 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)?.....
- 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?.....
- 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?.....
- 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?.....
- 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?.....
- 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?.....
- 30. Does the property abut or adjoin any private road(s) or street(s)?.....
- 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?.....

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

6. MINOR FLOODING IN BASEMENT AREA CAUSED BY SHORT DURATION OF HEAVY RAIN
 27. DRAINAGE EASEMENT ATTACHED

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 Representation

- 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?.....

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

City of Saluda zoning ordinances

- 33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If you answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are _____

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are _____

Buyer Initials and Date _____ Owner Initials and Date DBW 6/12/2013
 Buyer Initials and Date _____ Owner Initials and Date H 6.7.2013

*If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.

34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: Yes No No Representation

35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: Yes No No Representation

36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: Yes No No Representation

37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: Yes No No Representation

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 type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Master Insurance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer Initials and Date _____
Buyer Initials and Date _____

Owner Initials and Date DBA 6/16/23
Owner Initials and Date AL 6/17/23

MD0340/Rev002

State of North Carolina
County of POLK

LOAN No. 01-211745-3

THIS INDENTURE, Made and entered into this _____ day of December 30, 19 77

by and between DAVID LYLE and NANCY J. LYLE, his wife

of the County of York, and State of South Carolina, hereinafter called First

Parties (whether one or more persons), R. ANDERSON HAYNES, Trustee of the County of Polk and State of North Carolina, hereinafter called Trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HENDERSONVILLE, Hendersonville, North Carolina, a corporation hereinafter called the Association;

WITNESSETH: That whereas, First Parties are on this date justly indebted to the said Association in the principal sum of

TWELVE THOUSAND AND NO/100----- Dollars (\$ 12,000.00)

for money borrowed as evidenced by a note of even date herewith executed by said First Parties to said Association in the sum aforesaid with interest from date at the rate and computed as stated therein; said note further setting forth that the same is payable in consecutive monthly instalments, the amount thereof, when due and payable, the manner of applying said payments to the note, and other provisions and stipulations; and

WHEREAS, said First Parties have agreed and they do hereby agree that they will make the payments in the manner aforesaid until said principal sum and all other amounts advanced for and/or due by said First Parties to said Association as provided herein and in the note secured hereby, with interest thereon, have been fully paid; and

WHEREAS, said First Parties are desirous of securing the payment of the same,

NOW, THEREFORE, in consideration of the premises and for the purpose of securing said indebtedness and any other monies which may become due the said Association, as hereinafter set forth and in consideration of the sum of One Dollar to them in hand paid by the said Trustee, the receipt of which is hereby acknowledged, the said First Parties have bargained and sold, and by these presents do bargain, sell and convey unto the said Trustee, his heirs, successors and assigns, a certain tract or lot of land lying and being in the County of Polk and State of North Carolina, in the City of Saluda and more particularly described as follows:

BEGINNING at a point in the northwestern margin of the thirty (30') foot right-of-way for Hinson Street, said point being the southwestern corner of Lot #1 on a plat prepared by G.W. Pearson and recorded in Plat Book 2 at Page 6 in the Office of the Register of Deeds for Polk County and running from said beginning point thence with a fence line North 46 degrees West 97.4 feet to a point; thence leaving said fence line North 45 degrees 30 minutes East 117 to a point; thence South 63 degrees East 34.7 feet to an iron pin; thence South 46 degrees East 79.5 feet to a point in the northwestern margin of the thirty (30') foot right-of-way for Hinson Street; thence with the northwestern margin of the thirty (30') foot right-of-way for Hinson Street South 52 degrees West 120.8 feet to the point of BEGINNING, as shown and delineated upon a plat entitled "John Thompson, Ivy Terrace, City of Saluda, Polk County, North Carolina" dated December 29, 1976, prepared by J.O. Donald Hill, Registered Land Surveyor, reference being made to said plat in aid of this description.

The above described property is conveyed together with a perpetual easement fifteen (15') feet in width for an existing roadway running over and across Grantors' remaining lands in a northwesterly direction to Highway #176 to serve as access to and from the above described property. Said easement to be used by Grantees, their heirs and assigns together with Grantors, their heirs and assigns.

The above described property is the identical property conveyed by John C. Thompson and Betty Allen Thompson, his wife to David Lyle and Nancy J. Lyle, his wife, by deed dated December 21, 1977, recorded in the Office of the Register of Deeds for Polk County.



I, a Notary Public of the County and State aforesaid, hereby certify that Robert Barry Butler Registered Land Surveyor, No. L-3033, prepared before me this day and to witness the execution of the foregoing instrument. Witness my hand and official stamp on seal, this 12th day of September 1991.

Robert Barry Butler
Notary Public

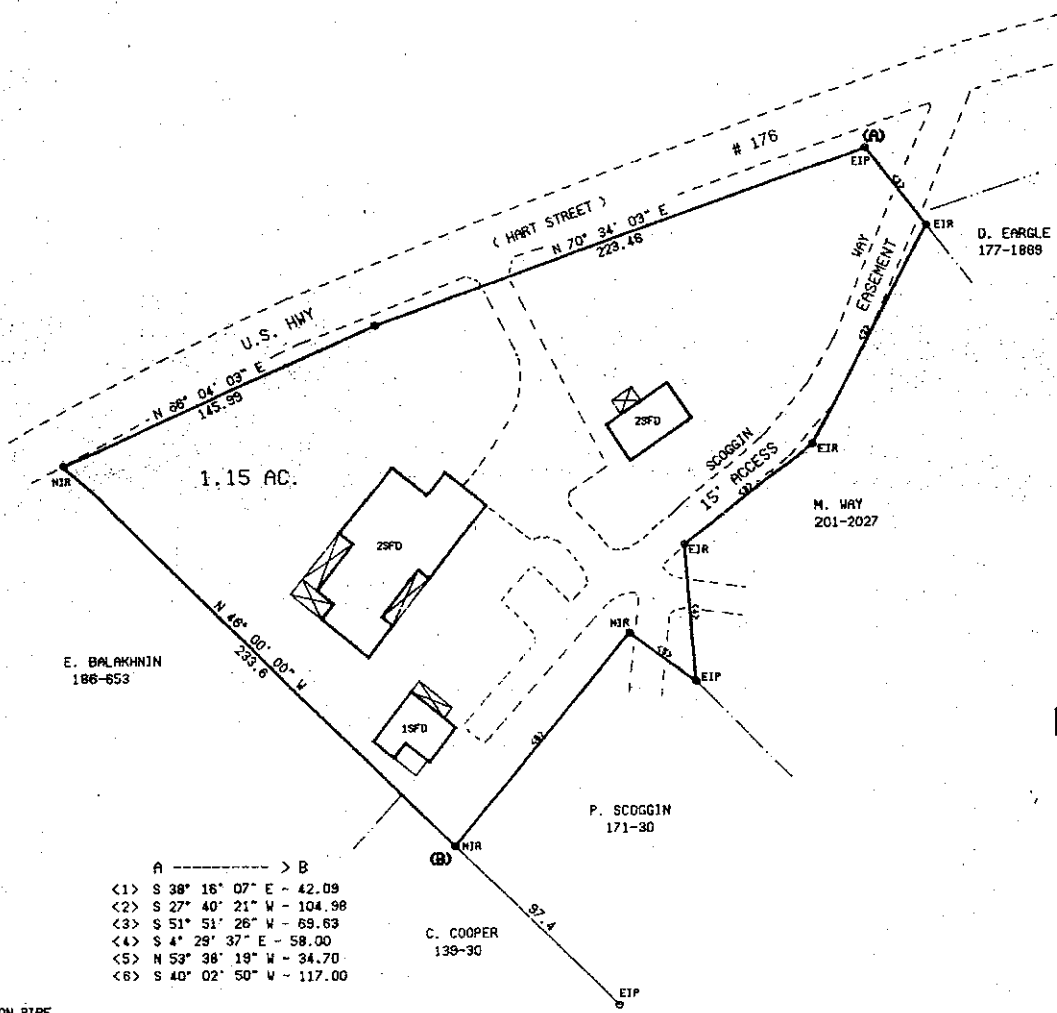
My commission expires: 9-29-93



VICINITY MAP

State of North Carolina Polk County Robert Barry Butler
I hereby certify that this map was (~~drawn~~) (drawn under my supervision) (drawn under my supervision) from (an actual survey) (an actual survey made under my supervision) (a description received from me) Page 52 Book 139 that the facts of position, quantity, and area are correct to the best of my knowledge and belief. I have plotted from information found in the records of the State of North Carolina the boundaries and areas of the parcels as shown as broken lines plotted from information found in the records of the State of North Carolina and which are in accordance with G. S. 47-30 as amended. Witness my hand and seal this 12th day of September 1991.

Robert Barry Butler
Surveor L-3033



NORTH CAROLINA, POLK COUNTY
The foregoing certificate was prepared by Robert Barry Butler (Notary Public) (Notary Public) is/are certified to be correct. This instrument was filed for registration on the 11th day of Sept, 1991, at Tryon, NC.
Page 480 of 480 records in this office in Book 139 of 52 pages.

Robert Barry Butler
Notary Public

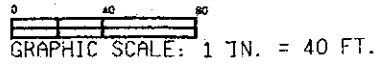
HERBERT B. & DIANE B. MCGUIRE
SALUDA TWP., POLK CO., NO. CAR.
LEGAL REFERENCE : DEED BOOK 139, PAGE 52
SEPTEMBER 11, 1991
BUTLER ASSOCIATES REG. LAND SURVEYOR L-3033
TRYON, NORTH CAROLINA

- A ----- > B
- <1> S 38° 16' 07" E - 42.09
 - <2> S 27° 40' 21" W - 104.98
 - <3> S 51° 51' 26" W - 69.63
 - <4> S 4° 29' 37" E - 58.00
 - <5> N 53° 38' 19" W - 34.70
 - <6> S 40° 02' 50" W - 117.00

LEGEND
EIP=EXISTING IRON PIPE
EIR=EXISTING IRON ROD
NIR=NEW IRON ROD

NOTE:
THIS PROPERTY IS NOT
LOCATED IN A SPECIAL FLOOD
HAZARD AREA AS DETERMINED
BY THE DEPARTMENT OF HOUS-
ING AND URBAN DEVELOPMENT.

ERROR OF CLOSURE : 1:10,000
66-60





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
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Seller has severed the mineral rights from the property.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<input type="text"/> <input type="text"/> 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.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Seller has severed the oil and gas rights from the property.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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: 300 Ivy Terrace Drive, Saluda, NC 28773

Owner's Name(s): Diane B McGuire and Herbert B McGuire, Jr

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: *Diane B McGuire* dotloop verified 06/07/23 4:49 PM EDT FK6-MBQN-538M-LGXN Date _____

Owner Signature: *Herbert B McGuire, Jr* dotloop verified 06/07/23 4:59 PM EDT MOCV-T050-DCHL-VUJP 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 _____

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 300 Ivy Terrace Drive, Saluda, NC 28773

Seller: Diane B McGuire and Herbert B McGuire, Jr

Buyer: _____

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

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

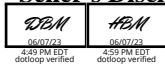
***Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

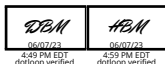
Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Seller's Disclosure (initial)



- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



- (b) Records and reports available to the Seller (check one)
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

- (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer (check one below):
 - Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A9-T
Revised 7/2021
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Buyer Initials

Seller Initials

Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)



(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. 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.

Date: _____

Buyer:

Date: _____

Buyer:

Date: _____

Seller:

Date: _____

Seller:

Entity Buyer:

Ivy Terrace of Saluda, LLC
(Name of LLC/Corporation/Partnership/Trust/etc)

By: *Diane B McGuire* dotloop verified
06/07/23 4:49 PM EDT
AHAT-SXWP-PS0B-Y90R

Name: Diane McGuire
Print Name

Title: Manager

Date: _____

Selling Agent:

Date: _____

Entity Seller

Ivy Terrace of Saluda, LLC
(Name of LLC/Corporation/Partnership/Trust/etc)

By: *Herbert B McGuire, Jr* dotloop verified
06/07/23 4:59 PM EDT
CPSS-RX8L-YSVY-Y12I

Name: Herbert McGuire
Print Name

Title: Manager

Date: _____

Listing Agent: *Any Wood* dotloop verified
06/07/23 5:01 PM EDT
SISE-EYOP-SPRF-ZDJY

Date: _____