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NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

LOOKING GLASS REALTY

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 210 Ballard Road, Brevard, NC 28712
Owner's Name(s): Mario Argiro and Phyllis Kay Argiro

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**
• Carefully review the entire Disclosure Statement.
• Obtain their own inspections from a licensed home inspector and/or other professional.
DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials ____ ____ Owner Initials MA 09/26/24 11:24 AM EDT dotloop verified PKA 09/26/24 11:43 AM EDT dotloop verified
Buyer Initials ____ ____ Owner Initials

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SECTION A.
STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR
A1. Is the property currently owner-occupied? Date owner acquired the property: November 1988 If not owner-occupied, how long has it been since the owner occupied the property?	☑	☐	☐
A2. In what year was the dwelling constructed? 1974			☐
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☑	☐	☐
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply)			☐
☐ Brick Veneer ☐ Vinyl ☐ Stone ☑ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard			
☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other:			
A5. In what year was the dwelling's roof covering installed? 2015			☐
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☑	☐
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☑	☐
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☑	☐

A9. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	☐	☐	☑	☐	Windows	☐	☐	☑	☐	Attached Garage	☑	☐	☐	☐
Slab	☐	☐	☑	☐	Doors	☐	☐	☑	☐	Fireplace/Chimney	☐	☐	☑	☐
Patio	☐	☐	☑	☐	Ceilings	☐	☐	☑	☐	Interior/Exterior Walls	☐	☐	☑	☐
Floors	☐	☐	☑	☐	Deck	☐	☐	☑	☐	Other:	☐	☐	☐	☐

Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B.
HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☑	☐
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☑	☐
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			☐
☐ Furnace [# of units] Year: ☐ Heat Pump [# of units] Year:			
☐ Baseboard [# of bedrooms with units] Year: ☑ Other: AC/Heat Year: 2020			

Buyer Initials ☐ ☐ Owner Initials
Buyer Initials ☐ ☐ Owner Initials MA 09/26/24 11:24 AM EDT dotloop verified PKA 09/26/24 11:43 AM EDT dotloop verified

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	Yes	No	NR
B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)			☐

☑ Central Forced Air: _____ Year: 2020 ☐ Wall/Windows Unit(s): 2 Year: 2022

☐ Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)			☐

☑ Electricity ☐ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C.
PLUMBING/WATER SUPPLY/SEWER/SEPTIC

	Yes	No	NR
C1. What is the dwelling's water supply source? (Check all that apply)			☐

☐ City/County ☐ Shared well ☐ Community System ☑ Private well ☐ Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☑ Quality ☑ Pressure ☑ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? August 2024

C2. The dwelling's water pipes are made of what type of material? (Check all that apply) ☐

☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☑ Other: PVC

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐

☐ Gas: _____ ☑ Electric: _____ ☐ Solar: _____ ☐ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply) ☐

☐ Septic tank with pump ☐ Community system ☑ Septic tank ☐ Drip system

☐ Connected to City/County System ☐ City/County system available ☐ Other: _____

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ ☑ No Records Available

Date the septic system was last pumped: 2024

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	☐	☐	☑	☐	Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☑	☐
Sewer system	☐	☐	☑	☐	Water supply (water quality, quantity, or pressure)	☐	☐	☑	☐

Explanations for questions in Section C (identify the specific question for each explanation):

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SECTION D.
FIXTURES/APPLIANCES

	Yes	No	NR
D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	☐	☑	☐

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☑	☐	☐	☐	Irrigation system	☑	☐	☐	☐	Sump pump	☐	☐	☐	☑	Garage door system	☑	☐	☐	☐
Elevator system or component	☑	☐	☐	☐	Pool/hot tub /spa	☑	☐	☐	☐	Gas logs	☐	☐	☑	☐	Security system	☑	☐	☐	☐
Appliances to be conveyed	☐	☐	☑	☐	TV cable wiring or satellite dish	☐	☐	☑	☐	Central vacuum	☑	☐	☐	☐	Other: _____	☐	☐	☐	☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E.
LAND/ZONING

	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	☐	☑	☐
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	☐	☑	☐
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?	☐	☑	☐
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	☐	☑	☐
E5. Does the property abut or adjoin any private road(s) or street(s)?	☑	☐	☐
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☐NA	☑	☐	☐

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F.
ENVIRONMENTAL/FLOODING

	Yes	No	NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	☐	☑	☐

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☑	☐
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☑	☐
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☑	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☑	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☑	☐
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☑	☐
F8. Is there a current flood insurance policy covering the property?	☐	☑	☐
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☑	☐
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☑	☐

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G.
MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☑	☐
G2. Is the property subject to a lease or rental agreement?	☐	☑	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☐	☑	☐

Explanations for question in Section G (identify the specific question for each explanation):

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SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. 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 "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]:			
a. (specify name) Slick Rock Mountain Property Owners whose regular assessments ("dues") are $ 695.00 per year.			
The name, address, telephone number, and website of the president of the owners' association or the association manager are: Austin Devaney; 369 Slick Rock Road, Brevard, NC 28712; (704) 920-8970			
b. (specify name) _____ whose regular assessments ("dues") are $ _____ per _____.			
The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____			
c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?			
If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____			
H2. Is there any fee 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 "yes," state the amount of the fees: _____			
H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?	☐	☑	☐
If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____			
H4. Is there any unsatisfied judgment or pending lawsuits against the association?	☐	☑	☐
If "yes," state the nature of each unsatisfied judgment or pending lawsuit:			

Explanations for questions in Section H (identify the specific question for each explanation):

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

Owner Signature: Mario Argiro dotloop verified 09/26/24 11:24 AM EDT LJFU-U89R-OHV2-JA2J Date _____

Owner Signature: Phyllis Kay Argiro dotloop verified 09/26/24 11:43 AM EDT NTRE-6XMY-OLLH-EVBS Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

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

LOOKING GLASS REALTY

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
Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	☐	☐	☑
Buyer Initials	2. Seller has severed the mineral rights from the property.	☐	☑	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☑	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☑
Buyer Initials	5. Seller has severed the oil and gas rights from the property.	☐	☑	
Buyer Initials	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: 210 Ballard Road, Brevard, NC 28712

Owner's Name(s): Mario Argiro and Phyllis Kay Argiro

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: Mario Argiro dotloop verified 09/26/24 11:31 AM EDT UZAN-808A-PYG8-SRON Date _____

Owner Signature: Phyllis Kay Argiro dotloop verified 09/26/24 11:38 AM EDT IM92-LBHU-SBNI-UQ2C 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 _____

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LOOKING GLASS REALTY

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 210 Ballard Road, Brevard, NC 28712

Seller: Mario Argiro and Phyllis Kay Argiro

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)

MA 09/26/24 11:29 AM EDT dotloop verified | PKA 09/26/24 11:39 AM EDT dotloop verified

(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.

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(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

REALTOR®

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

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A9–T
Revised 7/2021
© 7/2024

Buyer Initials _____ _____ Seller Initials MA 09/26/24 11:29 AM EDT dotloop verified PKA 09/26/24 11:39 AM EDT dotloop verified

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☐ 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)

DL 09/25/24 8:49 AM EDT dotloop verified

(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: _____

Entity Buyer:

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

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Selling Agent: _____

Date: _____

Date: _____

Seller: Mario Argiro dotloop verified 09/26/24 11:29 AM EDT XU4G-QC6F-YKWY-ZGF4

Date: _____

Seller: Phyllis Kay Argiro dotloop verified 09/26/24 11:39 AM EDT E60J-6V5G-YCDU-09RO

Entity Seller

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

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Listing Agent: Demi Loftis dotloop verified 09/25/24 8:49 AM EDT 2A2J-SAUB-TUK1-SF3U

Date: _____

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dotloop signature verification: dtlp.us/8kNn-oB7N-yk2k

Looking Glass Realty
Regional Acknowledgement Form

Property Address: 210 Ballard Road, Brevard, NC 28712

Seller: Mario Argiro and Phyllis Kay Argiro

Buyer: _____

1. AREA REGIONAL AIRPORTS: Buyer acknowledges awareness of and possible noise associated with area regional airports and air traffic. Many types of aircraft operate from these airports with varying traffic patterns. Buyer may desire to contact these regional airports to inquire into flight patterns and any other concerns Buyer may have regarding the airports. The main regional airports are:

Asheville Regional Airport	Hendersonville Airport	Transylvania County Airport	Greenville-Spartanburg International Airport
Mailing Address: P.O. Box 817 Fletcher, NC 28732	Mailing Address: 1232 Shepherd Street Hendersonville, NC 28792	Mailing Address: P.O. Box 1390 Etowah, NC 28729	Mailing Address: 2000 GSP Drive Suite 1 Greer, SC 29651
828-684-2226	828-693-1897	828-877-5801	864-877-7426
Physical Address: 61 Terminal Drive Fletcher, NC 28732	Physical Address: 1232 Shepherd Street Hendersonville, NC 28792	Physical Address: 5436 Old Hendersonville Hwy Pisgah Forest, NC 28768	Physical Address: 2000 GSP Drive Greer, SC 29651

2. MISSION HOSPITAL HELICOPTER: Buyer acknowledges awareness of and possible noise associated with the helicopter serving Mission Hospital, which is located between Biltmore Ave. and McDowell St. in Asheville. Buyer may wish to contact Mission Hospital at 828-213-1111 to inquire into the flight patterns and any other matter and concerns which Buyer may have as to the helicopter service and how it affects this property.

3. INTERSTATES, ROADWAYS AND RAILROADS: Buyer acknowledges awareness of possible noise associated with road traffic and trains traveling through Western North Carolina. Buyer is advised to seek out information from the North Carolina Department of Transportation (https://www.ncdot.gov/Pages/default.aspx) or other governmental bodies controlling traffic, traffic patterns, pending road projects or train tracks that might adversely affect the property being purchased.

4. LAND USE ORDINANCES: Buyer acknowledges the awareness of local, incorporated municipalities, county, state, and governmental laws, ordinances and regulations that may affect Buyer's intended use or development of the subject property. Buyer's agent may assist in providing resources available for obtaining relevant information regarding such, however, Buyer solely accepts responsibility for investigation and verification of any and all issues related to compliance with any such ordinances or regulations relative to environmental, zoning, subdivision, occupancy, use, construction or development of the property which may affect Buyer's intended use or development of the property.

Buyer Initials _____ _____

Seller Initials MA 09/26/24 PKA 09/26/24

dotloop signature verification: dtlp.us/8kNn-oB7N-yk2k

5. FUTURE DEVELOPMENT: Buyer acknowledges awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation activity. Such development may result in increased pedestrian and vehicular traffic, noise, dust, dangers, annoyances, impacts on view corridors and similar effects, both expected and unexpected, and may disturb or disrupt Buyer's use and enjoyment of the Property. Buyer is encouraged to contact the planning department of the jurisdiction where the Property is located to inquire into any proposed development that might affect Buyer's interest in the Property. Buyer should also investigate contemplated development projects that are not yet in the application process by researching local media, including print newspapers, television and web-based publications.

6. STEEP SLOPE: Buyer acknowledges that local municipalities regulate the building and subdivision of steep slopes in Western North Carolina. Regulations include limits to grading, disturbances, and requirements for geotechnical engineer reports, amount of impervious surface that can be created, density limits, and subdivision restrictions. Buyer is advised to check with the planning department of the governmental jurisdiction in which the property is located to see of the property is restricted by steep slope regulations.

7. REGISTERED ENVIRONMENTAL SITE: The Property may be bordered by or located near a site that is recognized as having environmental contamination or concerns, or is subject to investigation, administrative action, or remedial measures taken by the Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (NC DEQ), or other governmental agencies. It is Buyer's sole responsibility to investigate to its satisfaction any and all concerns it may have regarding this issue. Brokers associated with this transaction make no representation as to the characteristics and conditions of the property, any improvements to the property, or with respect to any active or inactive investigations, any action by the EPA, NC DEQ, or any other governmental agency.

   Possible sources of information concerning registered environmental sites are the following:
   a. EPA Superfund Sites: https://www.epa.gov/superfund/search-superfund-sites-where-you-live
   b. EPA Toxics Release Inventory Program: https://www.epa.gov/toxics-release-inventory-tri-program
   c. NC DEQ Brownfields Project Inventory: https://www.deq.nc.gov/about/divisions/waste-management/science-data-and-reports/gis-maps/brownfields-projects-map-inventory-and-document-download

8. GEOGRAPHIC INFORMATION SYSTEMS (GIS): Buyer should use county GIS as an additional resource to investigate the condition of the Property, including issues related to flood plains, zoning, topography, among many others. Buyer should be aware that the boundary lines depicted on GIS are not guaranteed to be accurate and are not a good substitute for a survey. Looking Glass Realty always recommends that Buyer obtain a new survey performed by a licensed surveyor. The county GIS can be found at the following web addresses:

   a. Buncombe County: https://www.buncombecounty.org/Governing/Depts/GIS/Default.aspx
   b. Henderson County: https://www.hendersoncountync.gov/gis
   c. Polk County: https://www.polknc.gov/quick_links/gomaps_gis/index.php
   d. Rutherford County: https://www.rutherfordcountync.gov/departments/planning/gis.php
   e. Transylvania County: https://gis.transylvaniacounty.org/portal/apps/sites/#/transylvania-county-hub-site

Buyer Initials ☐ ☐ ☐ ☐

Seller Initials MR 09/26/24 PKR 09/26/24

dotloop signature verification: dtlp.us/8kNn-oB7N-yk2k

9. MEGAN'S LAW: Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 14 of the North Carolina General Statutes (NCGS §14-208.5 et seq.). Such information may be obtained by contacting the local Sheriff's department or at https://www.ncsbi.gov/Services/Sex-Offender-Registry.aspx.

10. WIRE FRAUD DISCLOSURE: Buyer and Seller acknowledge awareness of possible wire fraud. Never trust wiring instructions sent via email from anyone. Always independently confirm wiring instructions in person or via telephone to a trusted and verified phone number.

Buyer's investigation into matters outlined above shall be completed prior to the expiration of the Due Diligence Period, as defined in the attached Offer to Purchase and Contract. CLOSING SHALL CONSTITUTE BUYER'S ACCEPTANCE OF THE PROVISIONS, AND ALL OTHER CONDITIONS OF THE PROPERTY. Buyer and Seller hereby agree to indemnify and hold harmless Looking Glass Realty, LLC, its agents and assigns, from and against any and all liability, claim, loss, damage, suit or expense that Looking Glass Realty, LLC, its agents and assigns, may incur as a result of Buyer's and Seller's use of any of the listed disclosures.

In the event of any conflict between this Addendum and the attached Offer to Purchase and Contract, the terms of this Addendum shall control.

Buyer:		Seller:	Mario Argiro dotloop verified 09/26/24 10:33 AM EDT Q3L2-XLJJ-R4HK-ZZ1I
Buyer:		Seller:	Phyllis Kay Argiro dotloop verified 09/26/24 10:32 AM EDT QAPD-KNQU-NYJC-Z3VB
Buyer:		Seller:	
Buyer:		Seller:	

ENTITY BUYER:

Name of Entity

By:
Name:
Title:

ENTITY SELLER:

Name of Entity

By:
Name:
Title: