Main House & Rustic Cabin Situated Alongside Waterfalls!

Walking Distance to Appalachian Trail & National Forest - 15 Minutes to town of Hot Springs



Lots of decks overlooking waterfalls and whitewater creek. One of a kind property!



Great room with beamed cathedral ceilings and fireplace facing out to the majestic waterfalls. Beautiful custom wood work.

Hardwood floors. Master on main floor.



You can live on spectacular waterfalls! Truly amazing setting! 3BR 3.5BA main house and rustic guest cabin on 25 acres adjoining National Forest. Walking distance to National Forest trails and the Appalachian Trail. Very private and tucked away yet just 15 minutes from quaint mountain town of Hot Springs.



Offered for \$524,500 MLS#3440871



Mountain Home Properties www.mountaindream.com
Contact: Steve DuBose - sdubose@mountaindream.com 828-622-3222

Cindy DuBose - <u>cdubose@mountaindream.com</u> cell 828-734-9158

Residential Property Client Full

4215 & 4213 Upper Shut In Road, Hot Springs NC 28743

3440871 Single Family Parcel ID8748-39-6651 MLS#: Category:

County: Madison Status: Tax Location: Madison Active Subdivision: Tax Value: \$338,551 Zoning: RES None Zoning Desc: Deed Ref413/188

Legal Desc: PIN#8748-39-665 See Deed BK413 PG188 Lot/Unit Approx Acres: 25.00 Approx Lot Dim:

Adjoins Nat/State Forest, Creekfront, Natural Waterfall, Sloping, Elevation 2500-3000 ft. Elev., Stream/Creek, Trees, Winter View, Wooded Lot Desc:

Total:

General Information School Information Type: 2 Story/Basement Elem: **Hot Springs Arts and Crafts** Middle: Madison Style: Construction Type: Site Built High: Madison

Bldg Information HLA Unheated Sqft Main: 1,256 Main: 0 Beds: 3 3/1 Baths: Upper: 504 Upper: 0 2008 Third: 0 Third: 0 Year Built: 0 New Const: Lower: Lower: 0 No Bsmnt: 726 Bsmt: 450 Construct Status: Above Grade: 1,760 Builder:

Total:

Additional Information

Cash, Conventional Prop Fin:

2,486

Assumable: No

Seller owned for at least one year Ownership:

Special Conditions: None

Road Responsibility: **Privately Maintained Road or Maintenance Agreement**

450

Model:

Main Level Garage: No

Recent: 11/20/2018: NEWs: ->ACT

Room Information -

Room Level Beds Baths Room Type

1/1 2nd Living Quarters, Basement, Bathroom(s), Bedroom(s), Breakfast, Den, Dining Area, Great Main

Room-Two Story, Kitchen, Laundry, Living Room, Master Bedroom, Office

Features

2nd Living Quarters HLA: 1,750 2nd LQ Unheated SqFt: 0

Waterbody Name: Creek - unspecified

Lake/Water Amenities: None

Parking: Garage - 1 Car, Parking Space - 4+

Doors/Windows: g-Insulated Door(s), g-Insulated Windows Driveway: Gravel

Laundry: Main Fixtures Exceptions: Nο Foundation: Basement, Basement Garage Door, Basement Partially Finished

Fireplaces: Yes, Gas Logs, Great Room

Floors: Carpet, Tile, Wood

Ceiling Fan(s), Dishwasher, Dryer, Electric Range/Oven, Exhaust Fan, Freezer, Range/Hood, Refrigerator, Equip:

Washer

Comm Features: **Walking Trails**

Interior Feat: Cathedral Ceiling(s), Garage Shop, Whirlpool

Exterior Const: Shingle, Vinyl

Porch: Side Roof: Metal, Wood Deck Utilities

Septic Installed Well Installed Sewer: Water:

HVAC: Central Air, Heat Pump - AC, Heat Pump - Heat, Multizone A/C, MultiZone Wtr Htr: **Electric**

Heat

Association Information -

Subject To HOA: None Subj to CCRs: No HOA Subj Dues:No

Remarks

Public Remarks: You can live on spectacular waterfalls! Truly amazing setting! 3BR 3.5BA main house and rustic guest cabin on 25 acres adjoining National Forest. Walking distance to National Forest trails and the Appalachian Trail. Very

private and tucked away yet just 15 minutes from quaint mountain town of Hot Springs. Great room with beamed cathedral ceilings and fireplace facing out to the majestic waterfalls. Beautiful custom wood work. Hardwood floors. Master on main floor. Lots of decks overlooking waterfalls and whitewater creek. One of a kind

property!

Directions: From Hot Springs - follow 25/70 for approximately 3 miles to left on Upper Shut In Rd. Travel about 4 miles,

turn left on the Betty Place Rd. Continue for 1/2 mile. Property at end of road on left.

Listing Information

DOM: 3 CDOM: 3 Closed Dt: SIr Contr: UC Dt: DDP-End Date: Close Price: ITC:

Prepared By: Jill Warner

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Based on information submitted to CarolinaMLS. All data is obtained from various sources and may not have been verified by broker or CarolinaMLS. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

List Price: \$524,500

Residential Property Photo Gallery

MLS3440871

4215 & 4213 Upper Shut In Road, Hot Springs NC 28743 List Price: \$524,500





































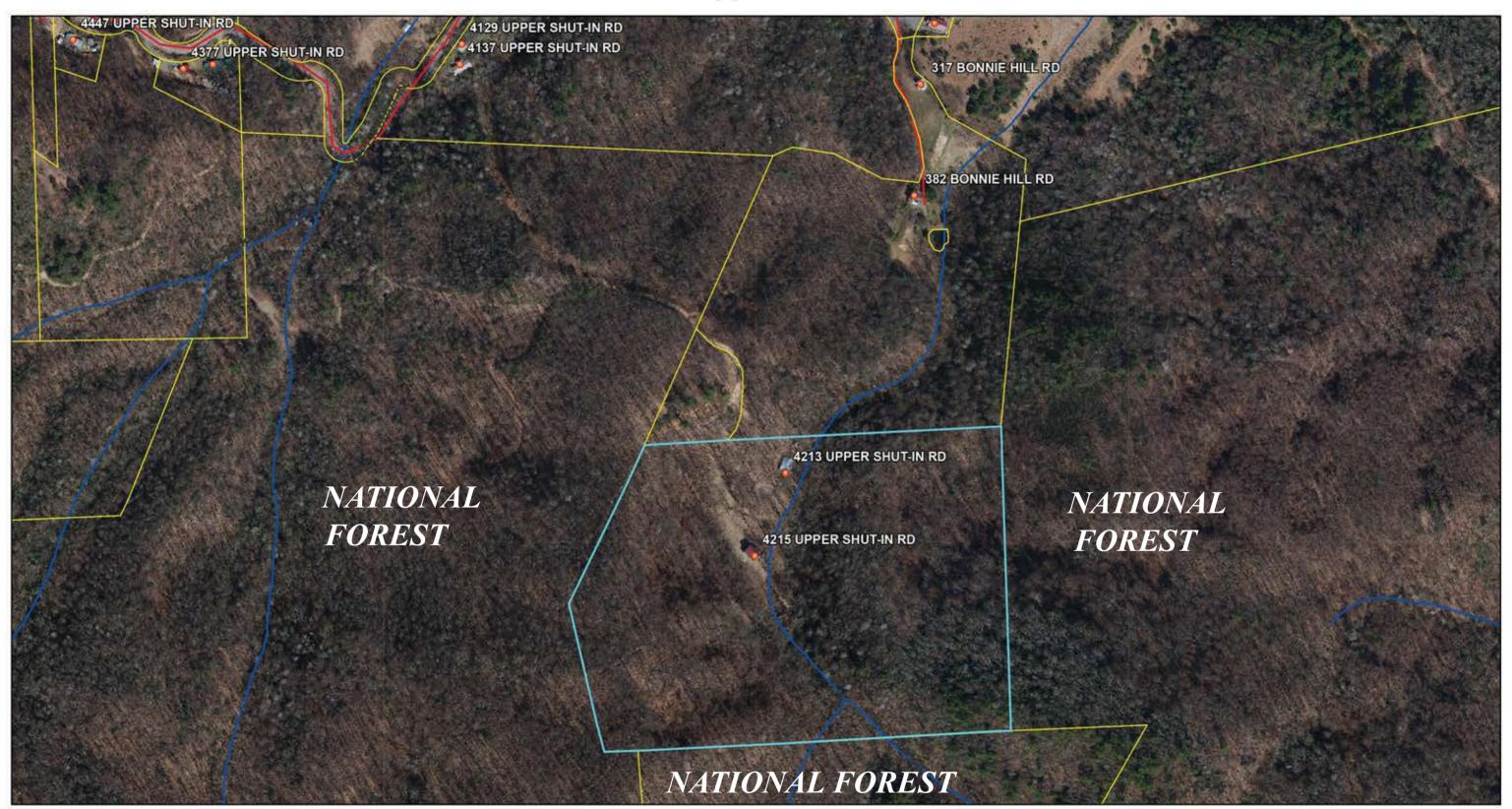




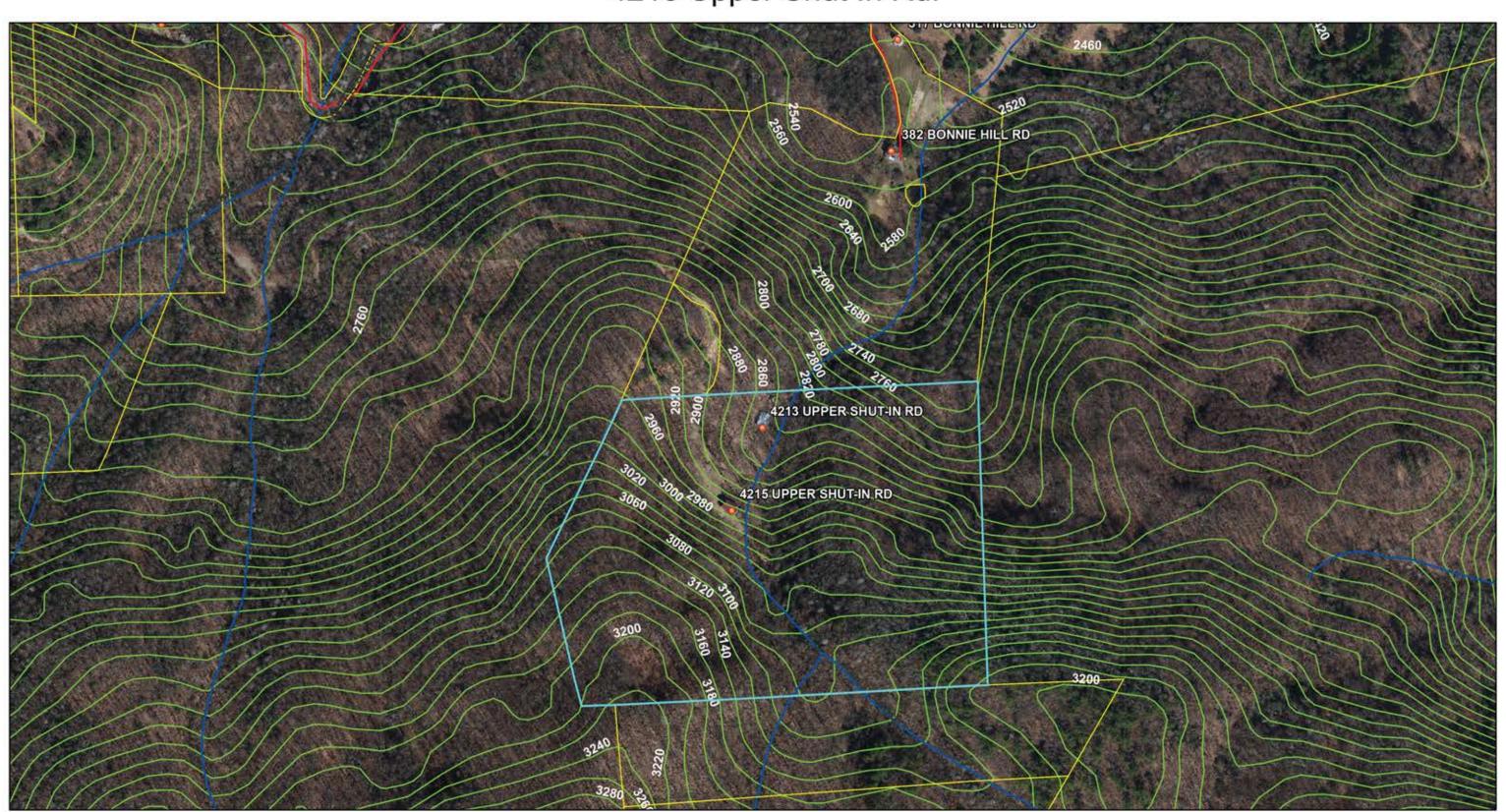




4215 Upper Shut In Rd.



4215 Upper Shut In Rd.



LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

ochef Auch U.	Buie, Frank G. Buie
Buyer:	
This Addendum Property.	s attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the
presence of lead	Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk pection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without
	ed paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family bur Home" for more information.
	Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
property may pr. Lead poisoning intelligence quot The Seller of an hazards from ris	ny interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such is sent exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced lent, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women, interest in residential real property is required to provide the Buyer with any information on lead-based paint is assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards, tor inspection for possible lead-based hazards is recommended prior to purchase.
Seller's Disclosu	re (initial) 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.
(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 Ackno	wledgement (initial)
·	Buyer has received copies of all information listed above. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
	Buyer has (check one below):
	Received 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 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
	Page 1 of 2 STANDARD FORM 2A9-1
	rolina Bar Association Revised 7/2015
	rolina Association of REALTORS®, Inc.

Huic-Faith Christian

Agent: Steve & Cindy DuBose

Agent's Acknowledgement (initial) (f) Agent has informed the Sell responsibility to ensure complete.	er of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her liance.
Certification of Accuracy The following parties have reviewed the informatio by the signatory is true and accurate.	n above and certify, to the best of their knowledge, that the information provided
IN THE EVENT OF A CONFLICT BETWEEN CONTROL, EXCEPT THAT IN THE CASE OF SUDENTITY OF THE BUYER OR SELLER, THE C	THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL UCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE CONTRACT SHALL CONTROL.
MAKE NO REPRESENTATION AS TO THE LE	REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION GAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN HOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE ONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU
Buyer:	Date:
	Date:
Entity Buyer: Faith Christian Missions (Name of LLC/Corporation/Partners)	
Ву:	Date:
Name:	Title:
Agent:	$\mathcal{O} = \mathcal{O}$
Seller: Ruth J. Buie	Date: // 5 // K
	Date:
Entity Seller: Faith Christian Missions (Name of LLC/Corporation/Partners	hip/Trust/etc.)
Ву:	Date:
	Title:
A	Date:

Page 2 of 2

STANDARD FORM 2A9-T Revised 7/2015 © 7/2018



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.

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 $\sqrt{\ }$ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

		Yes	No	No Representation
Th Yesteinin	1. Mineral rights were severed from the property by a previous owner.			X
Buyer Initials Buyer Initials	2. Seller has severed the mineral rights from the property.		X	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		X	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.			X
Buyer Initials	5. Seller has severed the oil and gas rights from the property.		X	
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		X	

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: 4213 Upper Shut In Rd, Hot Springs	, NC
Owner's Name(s): Ruth J. Buie, Frank G. Buie Owner(s) acknowledge having examined this Disclosure Statement b	
the date signed. Owner Signature: Lung Bure	Ruth J. Buie Date
Owner Signature: 2 1/4 1/2 13 112	Frank G. Buie Date 1145 118
Purchaser(s) acknowledge receipt of a copy of this Disclosure Standerstand that this is not a warranty by owner or owner's agent; a owner's agent(s) or subagent(s).	atement; that they have examined it before signing; that they and that the representations are made by the owner and not the
Purchaser Signature:	Date
Dark and Elemental	Date
Purchaser Signature:	REC 4.25 1/1/15



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 Buyers: 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.

	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: 4213 Upper Shut In Rd, Hot Springs, NC
	Owner's Name(s): Ruth J. Buie, Frank G. Buie
	Owner Signature: Owner Signature: Ruth J. Buie Date Frank G. Buie Date 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
RE	SC 4.22

REC 4.22 REV 7/18

Page 1 of 4

	operty Address/Description: 425 Upper Shut In Rd, Hot Springs acres & two houses	, NC				
ac	ne following questions address the characteristics and condition of t tual knowledge. Where the question refers to "dwelling," it is inter- te, to be conveyed with the property. The term "dwelling unit" refer	ided to refer to the dw	elling unit, or	uni	ts if	more than
1	In what year was the dwelling constructed?			Xes	No	No Representation
1.	In what year was the dwelling constructed? Explain if necessary: for year han to move the control well.	MORE O 15-4EU	prod			
2.	Is there any problem, malfunction or defect with the dwelling's foundation, sla (including storm windows and screens), doors, ceilings, interior and exterior w structural components including any modifications to them2	b, fireplaces/chimneys, floo valls, attached garage, patio,	ors, windows deck or other			ГИZ [*]
3.	The dwelling's exterior walls are made of what type of material? Brick Verification Synthetic Stucco Composition/Hardboard Concrete Fiber of Concrete	eneer [7] Wood [] Ston Cement [] Aluminum []	e [□ Vinyl			
4.	In what year was the dwelling's roof covering installed? 2005 (Amount of the Explain if necessary:	Approximate if no records	are available)			
5.	Is there any leakage or other problem with the dwelling's roof?	******************************	*******************			Ø
6.	Is there any water seepage, leakage, dampness or standing water in the dv	velling's basement, crawl:	space, or slab?			Ø
7.	Is there any problem, malfunction or defect with the dwelling's electrical fixtures, generator, etc.)?	system (outlets, wiring, p	anel, switches,			<u> </u>
8.	Is there any problem, malfunction or defect with the dwelling's plumbing sy	stem (pipes, fixtures, water	r heater, etc.)?			B
	Is there any problem, malfunction or defect with the dwelling's heating and/or					Ø
10	What is the dwelling's heat source? Furnace Heat Pump Baseboard (Check all that apply) Age of system:	d 12 Other <u>1000d 2</u>	ruter_			
11.	What is the dwelling's cooling source? Central Forced Air Wall/Winder (Check all that apply) Age of system:	ow Unit(s) Other	one			
12.	What are the dwelling's fuel sources? [v] Electricity \square Natural Gas \square Prop (Check all that apply) If the fuel source is stored in a tank, identify whether the ground, and whether the tank is \square leased by seller or \square owned by seller. (Ch	ne tank is above ground	or below			
	What is the dwelling's water supply source? ☐ City/County ☐ Community S ☐ Other ☐ (Check all that apply)	*****************************				
14.	The dwelling's water pipes are made of what type of material? Copper Check all that apply)	Galvanized Plastic	Polybutylene			
	Is there any problem, malfunction or defect with the dwelling's water supply (pressure)?					d
16.	What is the dwelling's sewage disposal system?	traight pipe (wastewater doo /1) [7] Other	es not go into a			
17.	If the dwelling is serviced by a septic system, do you know how many bed permit? If your answer is "yes," how many bedrooms are allowed?	drooms are allowed by the	septic system			
18.	Is there any problem, malfunction or defect with the dwelling's sewer and/or so	eptic system?	····			d
19.	Is there any problem, malfunction or defect with the dwelling's central vacuum ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish systems?	, garage door openers, gas	logs, or other			e
20.	Is there any problem, malfunction or defect with any appliances that may be attached microwave, hood/fan, dishwasher, disposal, etc.)?	included in the conveyance	e (range/oven,			्
n	- Indian and Davis		202		F	44
		r Initials and Date r Initials and Date	343			15 J. 5

21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying	<u>Yes</u>	<u>No</u>	No Representation
insects or organisms which has not been repaired?			Z,
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?			囡
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)?	r		Ø
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) which affect the property?	1 1		्र ज
26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property	· 🗆	ø (
27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or or 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?	, t ===	्रं जि	
29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?	, _	Ø	
30. Does the property abut or adjoin any private road(s) or street(s)?	. 🗆	12	
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?	:		П
If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):		لسنة	
In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public age engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters 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 agarages, or other buildings located thereon.	withir unit(s)	the , she	ds, detached
32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?	Xes	No No	Representation
If you answered "yes" to the question above, please explain (attach additional sheets if necessary):	-		
33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If your answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: "(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		Ø	
*(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	i : -		
* If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statem of the last page and initial and date the page.	answe	ered ' kip to	"No" or "No the bottom
Buyer Initials and Date Owner Initials and Date		11	2 4x
Privar Initials and Date Owner Initials and Date Owner Initials and Date			プ _ニ ザ、ィ

	ver Initials and Date Owner Initials and Date			Jaly

	Gate and/or Security Other: (specify)	. –		
	Parking Area Maintenance			
	Private Road Maintenance	*******		
	Cable			П
	Internet Service.	•		П
	Storm water Management/Drainage/Ponds.			
	Sewer	,		U n
	Water			Ц
	Street Lights			
	Pest Treatment/Extermination.			
	Residential announty mannership (specify antonities sovered)			
	Recreational Amenity Maintenance (specify amenities covered)		_	
	Trash Removal			
	Exterior Yard/Landscaping Maintenance of Lot to be Conveyed			
	Exterior Yard/Landscaping Maintenance of Lot to be Conveyed		П	
	Master Insurance			
	Exterior Building Maintenance of Property to be Conveyed			
	Management Fees.			
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
	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:			
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			U
	and the amount of each unsatisfied judgment:	ŗ	- -1	
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,			
	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:			
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		*	L
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	<u>No</u>	No Representation



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.
- 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.
 - 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.
- If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
- You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyers: 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

6. In the space below, type or print in ink the address of the property (s	ufficient to identify it) and your name. Then sign and date.
Property Address: 4215 Upper Shut In Rd, Hot Spr	
Owner's Name(s): Ruth J. Buie, Frank G. Buie	
Owner Signature: Owner Signature: Discharge Statement, and a warranty by owners or owners' agents; that it is not a substitution of the substitu	Ruth J. Buie Date Frank G. Buie Date that they have examined it before signing; that they understand that this is the for any inspections they may wish to obtain; and that the representations of Rivers are strongly encouraged to obtain their own inspections from a
are made by the owners and not the owners' agents or subagent licensed home inspector or other professional. As used herein, word	s in the plural include the singular, as appropriate.
are made by the owners and not the owners' agents or subagent licensed home inspector or other professional. As used herein, word Buyer Signature:	s in the plural include the singular, as appropriate. Date,

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In following questions address the characteristics and condition of the property identified above about which the owner has chard knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling and, or anist if more than to, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation. In what year was the dwelling constructed? In the dwelling's security what are rand of what year ceilings, interior and exterior walls, stached garage, patio, deek or other structure/components including any modifications to them? In the dwelling's security what are rand of what year of paterial? In what year was the dwelling's so of covering installed? In what year was the dwelling's conformation of defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? In what year was the dwelling's dampates for standing water in the dwelling's bumbing system (pipes, fixtures, water heater, etc.)? In there any problem, malfunction or defect with the dwelling's bearing and/or air conditioning? In the apply bumbing system (pipes, fixtures, water heater, etc.)? What is the dwelling's tooling source? (If Centagl Forced Air Wall/Window Units) Other (Chock all that apply) Age of system: User Wall/Window Units) Other (Chock all that apply) age of gleased by saller of word by saller (Chock all that apply) By what is the dwelling's water supply source City/County Community System Private Well Shared Well Other Other Wall in the fine source is toosed in a took, identify water supply (including water quality, quantity, or water pressure): In the dwelling's water supply source City/County Community System Private Well Shared Well Other Connected to City/County System City/County Community System In the dwelling's		perty Address/Description: Upper Shut In Rd, Hot Springs, NC acres & two houses			
In what year was the dwelling constructed?	act	ual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or	r unit	ts if bitat	more than ion. <u>Ne</u>
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? The dwelling's exterior walls are made of what type of paterial? Brick Veneer Wood Stone Viny! Synthetic Stucco Composition/Hardboard Concrete Fiber Cement Albestoon Check all that apply) In what year was the dwelling's roof covering installed? 2007 (Approximate if no records are available) Explain if necessary: Is there any leakage or other problem with the dwelling's roof? Is there any waster scepage, leakage. (tampnics) or standing water in the dwelling's basement, crawl space, or slab? Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wising, panel, switches, fixtures, generator, etc.)? Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	1.	In what year was the dwelling constructed?	Yes	No	Representation
Sutheric Stuceo Composition/Hardboard Concrete Fiber Cement Aluminum Asbestos Other Other Other Check all that apply) □	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		Ø	
St there any leakage or other problem with the dwelling's root?	3.	Synthetic Stucco Composition/Hardboard Concrete Fiber Cement Aluminum Asbestos			
Is there any water seepage, leakage, dampness/or standing water in the dwelling's basement, crawl space, or slab? Is there any problem, malfunction or defect with the dwelling's electrical system (oulets, wiring, panel, switches, fixtures, generator, etc.)? Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? What is the dwelling's heat source? France, Heat Pump Baseboard Other (Check all that apply) Age of system: What is the dwelling's cooling source? Electricity Natural Gas Propane Other (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is Dabove ground or below ground, and whether the tank is Electricity county on whether the tank is Pabove ground or below ground, and whether the tank is Electricity county on whether the tank is Pabove ground or below ground, and whether the tank is Electricity county electricity electri	4.	In what year was the dwelling's roof covering installed? 2007 (Approximate if no records are available) Explain if necessary:			
Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?	5.	Is there any leakage or other problem with the dwelling's roof?		, D /	
is there any problem, malfunction or defect with the dwelling's humbing system (pipes, fixtures, water heater, etc.)? Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? What is the dwelling's heat source? Furnace Heat Pump Baseboard Other (Check all that apply). Ago of system:	6.	Is there any water seepage, leakage, dampness for standing water in the dwelling's basement, crawl space, or slab?	면		
Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? What is the dwelling's heat source? Furnacy Heat Pump Baseboard Other	7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		ष्य	,·
0. What is the dwelling's heat source?	8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?		W	
(Check all that apply) Age of system:	9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?		V	
1. What is the dwelling's cooling source?	10.	What is the dwelling's heat source? Furnace M Heat Pump Baseboard Other (Check all that apply) Age of system: Output Description:			
2. What are the dwelling's fuel sources? Electricity Natural Gas Propane Oil Other (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is Above ground or below ground, and whether the tank is Leased by seller or owned by seller. (Check all that apply) 3. What is the dwelling's water supply source? City/County Community System Private Well Shared Well Other (Check all that apply) 4. The dwelling's water pipes are made of what type of material? Copper Galvanized Plastic Polybutylene (Check all that apply) 5. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?	11.	What is the dwelling's cooling source? [V Central Forced Air			
Other (Check all that apply) 4. The dwelling's water pipes are made of what type of material?	12.	What are the dwelling's fuel sources? W Electricity Natural Gas Propane Oil Other (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is above ground or below			
4. The dwelling's water pipes are made of what type of material? Copper Galvanized Plastic Polybutylene (Check all that apply)	13	What is the dwelling's water supply source? City/County Community System Private Well Shared Well Check all that apply)			
Description of the sewage disposal system Septic Tank Septic Tank with Pump Community System Connected to City/County System City/County System available Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) Other (Check all that apply) Check all that apply) Check all that apply Check all t	14	The dwelling's water pipes are made of what type of material? Copper Galvanized Plastic Polybutylene			
Connected to City/County System	15	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?	. П	ত্র	
17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes," how many bedrooms are allowed? No records available	16	Connected to City/County System City/County System available Straight pipe (wastewater does not go into a sentic or other sewer system Inote: use of this type of system violates state lawl) Other			FI
permit? If your answer is "yes," how many bedrooms are allowed? No records available No	17				
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? 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.)?		permit? If your answer is "yes," how many bedrooms are allowed?	L		
ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? 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.)?				132	L
attached microwave, hood/fan, dishwasher, disposal, etc.)?	19	ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other	`	図	
Buyer Initials and Date Owner Initials and Date Owner Initials and Date Owner Initials and Date	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.)?	. 🗆	Ø	
Buyer Initials and Date Owner Initials and Date	P,	over Initials and Date Owner Initials and Date			11/2 XX
· · · · · · · · · · · · · · · · · · ·	Bı	yer Initials and Date Owner Initials and Date		- 1	1175418

	Yes	No	No Representation
21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?		_ Ø	
22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?		Ø	
23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?		回	
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)?		図	
25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methanc 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) which affect the property?		Ø	
26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?		Ø	,
27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?		ø,	·
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?		Ø	,
29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?		Ø	
30. Does the property abut or adjoin any private road(s) or street(s)?			Ø
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?			ø
In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public ager engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters upublic 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 upon the conveyed upon the conveyed and an	withir	1 the	scope of that
garages, or other buildings located thereon.			No
32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?	Yes		<u>Representation</u>
If you answered "yes" to the question above, please explain (attach additional sheets if necessary):			
33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If your answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:		V	
•(specify name) whose regular assessments ("ducs") arc \$ per The name, address, and telephone number of the president of the owners' association or the association manager are			
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			
* If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement of the last page and initial and date the page.	answ ent. S	ered kip t	"No" or "No
the over their county were county where ready their isonal.			$f_{i} = f_{i}$
Buyer Initials and Date Owner Initials and Date		1	12/18

34.	Are any fees charged by the association or by the association's management company in connection conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the	with the	Yes	No	Representation
	the fees:	***************************************	П	14	
35.	As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments we been duly approved as required by the applicable declaration or bylaws, and that are payable to an association the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special as to which the property is subject:	n to which ssessments	•		-
				V	
36.	As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pendin involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pendin and the amount of each unsatisfied judgment:	ng lawsuit,			,
				Y	
37.	involving the planned community or the association to which the property and lot are subject, with the examp action filed by the association for the collection of delinquent assessments on lots other than the proper to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amountsatisfied judgment:	ception of rty and lot		,	·
				Ø	
38.	Which of the following services and amenities are paid for by the owners' association(s) identification out of the association's regular assessments ("dues")? (Check all that apply).	ied above			No.
			<u>Yes</u>	No	Representation
	Management Fees	***********			
	Exterior Building Maintenance of Property to be Conveyed.				
	Master Insurance	************			
	Exterior Yard/Landscaping Maintenance of Lot to be Conveyed	***************			
	Common Areas Maintenance				
	Trash Removal		_		
	Recreational Amenity Maintenance (specify amenities covered)		П	П	П
			LI	ئـبا	L
	Pest Treatment/Extermination				
	Street Lights				
	Water				
	Sewer	**********			
	Storm water Management/Drainage/Ponds.				
	Internet Service.	***>>>			
	Cable	,,			
	Private Road Maintenance.	· · · · · · · · · · · · · · · · · · ·			
	Parking Area Maintenance	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	Gate and/or Security.	,			
	Other: (specify)		·····		
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	syer Initials and Date Owner Initials and Date	43			45418