



## Private Retreat on 6+ Peaceful Acres



- 6+ peaceful acres surrounded by pure nature at its finest
- Home has recently been completely artistically renovated
- Open and light living with spacious great room and soaring cathedral ceilings
- Large kitchen open to dining area
- Two bedrooms and 2 baths on main level, one bedroom has in suite bath
- Lower level has separate living quarters with full kitchen, dining area, living room with woodstove with gas logs, bedroom and bath, office and laundry and its own ground level entrance
- Wrap around covered porches and fire pit to enjoy the soaring trees and wildlife
- Gentle land in scenic peaceful setting of privately protected flora and fauna
- Garage/shop. Short term rentals allowed.

Offered for \$650,000  
MLS# 3804258



**Mountain Home Properties** [www.mountaindream.com](http://www.mountaindream.com)

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## Residential Property Client Full

**700 Norton Fork Road, Hot Springs, NC 28743-7216**

MLS#: <b>3804258</b>	Category: <b>Single Family</b>	Parcel ID: <b>8753-65-8901</b>	List Price: <b>\$650,000</b>
Status: <b>Coming Soon-No Show</b>	Tax Location: <b>Madison</b>	County: <b>Madison</b>	Closed Price:
Subdivision: <b>none</b>	Tax Value: <b>\$257,506</b>	Zoning: <b>R-A</b>	
Zoning Desc:		Deed Ref: <b>674-275</b>	
Legal Desc: <b>PB 8/PG 82</b>	Approx Lot Dim:	Lot/Unit #:	
Approx Acres: <b>6.66</b>		Elevation: <b>3500-4000 ft. Elev.</b>	
Lot Desc: <b>Private, Trees, Wooded</b>			



### General Information

Type: **1 Story Basement**  
 Style:  
 Construction Type: **Site Built**

<u>HLA</u>	<u>Non-HLA Sqft</u>
Main: <b>1,616</b>	Main: <b>0</b>
Upper: <b>0</b>	Upper: <b>0</b>
Third: <b>0</b>	Third: <b>0</b>
Lower: <b>0</b>	Lower: <b>0</b>
Bsmnt: <b>1,307</b>	Bsmnt: <b>308</b>
Above Grade: <b>1,616</b>	
Total Primary HLA: <b>2,923</b>	Total: <b>308</b>
Additional Sqft: <b>0</b>	

### School Information

Elem: **Hot Springs**  
 Middle: **Madison**  
 High: **Madison**

### Bldg Information

Beds: **3**  
 Baths: **3/0**  
 Year Built: **1994**  
 New Const: **No**  
 Prop Compl Date:  
 Construct Status: **Complete**  
 Builder:  
 Garage Sqft: **308**

### Additional Information

Prop Fin: **1031 Like-Kind Exchange, Cash, Conventional**  
 Assumable: **No**  
 Ownership: **Seller owned for at least one year**  
 Special Conditions: **None**  
 Road Responsibility: **Privately Maintained Road or Maintenance Agreement**  
 Additional Parcels: **8753-65-9642**

Recent: **12/04/2021 : Coming Soon : ->CS**

### Room Information

Room Level	Beds	Baths	Room Type
<b>Main</b>	<b>2</b>	<b>2/0</b>	<b>Bathroom(s), Bedroom(s), Breakfast, Dining Area, Great Room, Kitchen, Laundry, Primary Bedroom</b>
<b>Lower</b>	<b>1</b>	<b>1/0</b>	<b>2nd Living Quarters, Bathroom(s), Bedroom(s), Computer Niche, Dining Area, Family Room, Kitchen, Laundry, Living Room, Office</b>

### 2nd Living Quarters

2nd Living Quarters: **Interior Connected, Separate Entrance, Separate Kitchen Facilities, Separate Living Quarters**

### Features

Lake/Water Amenities:	<b>None</b>	Main Level Garage:	<b>No</b>
Parking:	<b>Attached Garage, Basement, Parking Space - 4+</b>	Doors/Windows:	<b>g-Insulated Door(s), g-Insulated Windows</b>
Driveway:	<b>Gravel</b>	Fixtures Exceptions:	<b>No</b>
Laundry:	<b>Main, Lower, Laundry Room</b>		
Foundation:	<b>Basement, Basement Partially Finished, Block</b>		
Fireplaces:	<b>Gas Logs, Woodstove</b>		
Floors:	<b>Laminate Wood, Tile</b>		
Equip:	<b>Ceiling Fan(s), Dishwasher, Dryer, Gas Range, Microwave, Propane, Washer</b>		
Comm Features:	<b>None</b>		
Interior Feat:	<b>Cathedral Ceiling(s), Garage Shop, Open Floorplan</b>		
Exterior Feat:	<b>Fire pit</b>		
Exterior Covering:	<b>Concrete Block, Stone, Vinyl</b>		
Porch:	<b>Covered, Front, Porch-Wrap Around</b>	Roof:	<b>Composition Shingle</b>

### Utilities

Sewer:	<b>Septic Installed</b>	Water:	<b>Well Installed</b>	Wtr Htr:	<b>Electric</b>
HVAC:	<b>MultiZone Heat, Propane</b>				
Subject To HOA:	<b>None</b>	Subj to CCRs:	HOA Subj Dues:		

### Remarks

Public Remarks: **Private retreat on 6+ peaceful acres surrounded by pure nature at its finest. This home has recently been completely artistically renovated. Open and light living with spacious great room and soaring cathedral ceilings. Large kitchen open to dining area. Two bedrooms and 2 baths on main level, one bedroom has in suite bath. Laundry on both levels. Lower level has separate living quarters with full kitchen, dining area, living room with woodstove with gas logs, bedroom and bath, office and laundry and its own ground level entrance. Furnishing's negotiable. Garage/shop. Wrap around covered porches and fire pit to enjoy the soaring trees and wildlife. Gentle land in scenic peaceful setting of privately protected flora and fauna. Short term rentals allowed.**

Directions: **Hwy 209 to Howard Moore Rd Right on to Norton Fork Private Road- gated part way up- No Drive-Bys Norton Fork requires all wheel or 4 wheel drive**

DOM:	CDOM: <b>0</b>	Closed Dt:	Slr Contr:
UC Dt:	DDP-End Date:	Close Price:	LTC:

Prepared By: Cynthia DuBose

## Residential Property Photo Gallery

MLS:[3804258](#)

700 Norton Fork Road, Hot Springs, NC 28743-7216

List Price: \$650,000







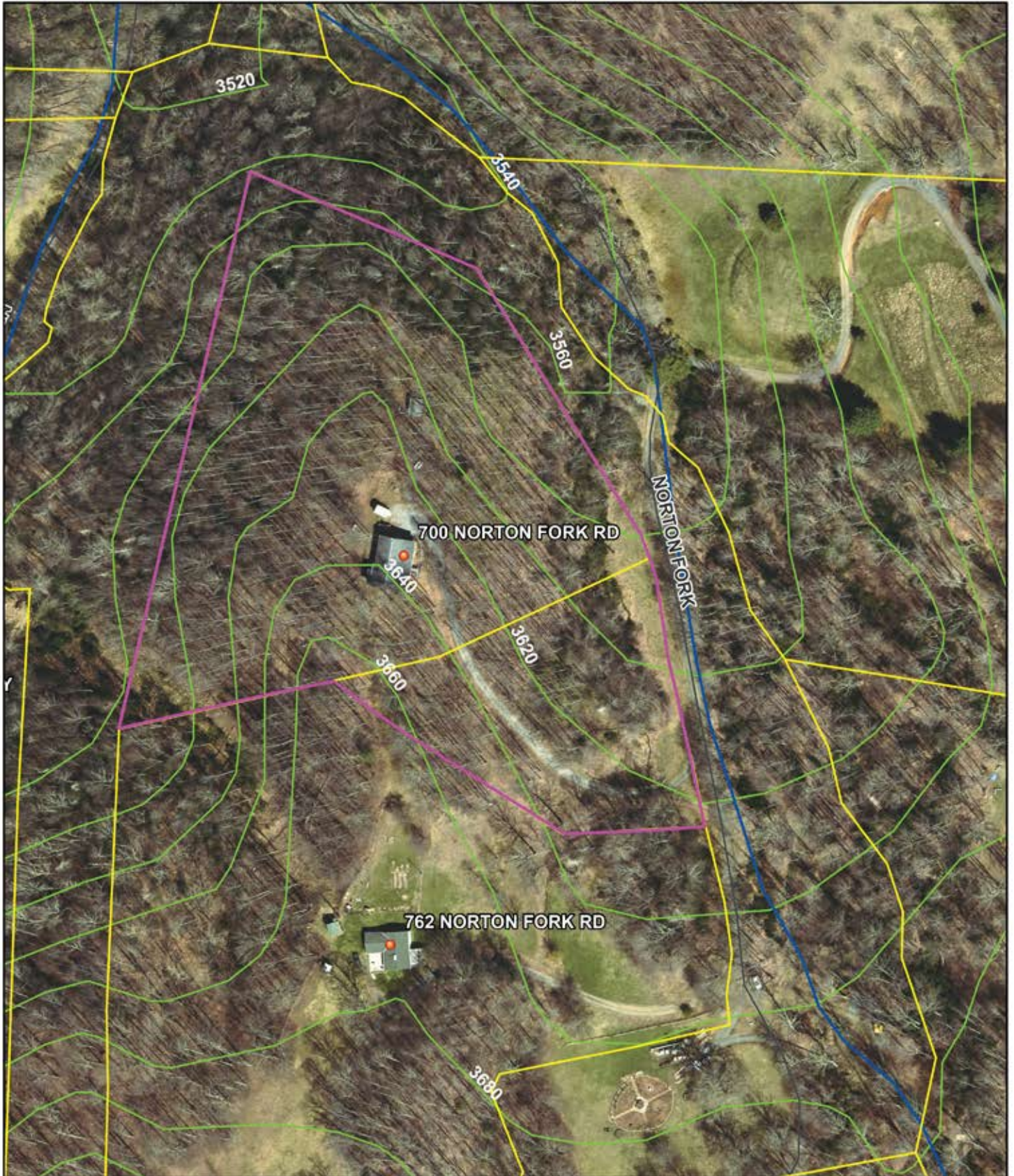
# 700 Norton Fork Rd



11/29/2021, 3:27:23 PM



# 700 Norton Fork Rd



11/29/2021, 3:29:42 PM

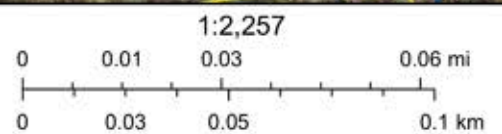
- 2020 Madison County Tax Parcels
- Addresses
- Roads
- Streams
- 20ft Contours

2020 REID

Latest Orthoimagery

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

NC CGIA, Maxar



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CECILIA ASA  
& IAN C. VAN DER WATT  
DB 484 - PG 574

100 50 0 100 200 300  
SCALE IN FEET

SHEET NUMBER	1 of 1
DRAWING NUMBER	2284-519-A



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

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

## Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: **700 Norton Fork Rd, Hot Springs, NC 28743-7216**

Owner's Name(s): **Walter Kraujalis, Luz Kraujalis**

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: Walter C. Kraujalis Date 11/29/2021  
 Owner Signature: Luz M. Kraujalis Date 11/29/2021

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 \_\_\_\_\_



**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: 700 Norton Fork Rd, Hot Springs, NC 28743-7216

Owner's Name(s): Walter Kraujalis, Luz Kraujalis

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: [Signature] **Walter Kraujalis** Date 12/4/2021  
 Owner Signature: [Signature] **Luz Kraujalis** Date Dec. 4 2021

Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Property Address/Description: 700 Norton Fork Rd, Hot Springs, NC 28743-7216

House on 6.66

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? Explain if necessary: <u>Approximately 1995</u>			<input checked="" 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 checked="" type="checkbox"/> Stone <input checked="" type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input checked="" 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? _____ (Approximate if no records are available) Explain if necessary: _____			<input checked="" type="checkbox"/>
5. Is there any leakage or other problem with the dwelling's roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. What is the dwelling's heat source? <input checked="" type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input checked="" 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 type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____			<input checked="" 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 type="checkbox"/> leased by seller or <input checked="" type="checkbox"/> owned by seller. (Check all that apply)			<input type="checkbox"/>
13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply)			<input type="checkbox"/>
14. The dwelling's water pipes are made of what type of material? <input checked="" 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 checked="" type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____ (Check all that apply)			<input type="checkbox"/>
17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes," how many bedrooms are allowed? _____ <input type="checkbox"/> No records available	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 KE 12/4/21

Buyer Initials and Date \_\_\_\_\_

Owner Initials and Date IK 12/4/21

- |   | Yes                                 | No                                  | No Representation                   |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?.....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?.....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)? .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?.....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?.....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 30. Does the property abut or adjoin any private road(s) or street(s)?.....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?.....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |

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

(27) Electrical easement. (30) Norton Fork Road is commonly shared private road.  
 (31) Prior recorded road agreement and new protective covenant.

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- |   | Yes                                 | No                                  | No Representation        |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?.....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| If you answered "yes" to the question above, please explain (attach additional sheets if necessary):<br><u>Protective covenants to be provided as separate document.</u>  |                                     |                                     |                          |
| 33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If your answer is "yes", please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

• (specify name) \_\_\_\_\_ 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 ht 12/4/21

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date pk 12/4/21

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

- |  | Yes                      | No                       | No<br>Representation     |
|--|--------------------------|--------------------------|--------------------------|
| 34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).   |                          |                          |                          |

	Yes	No	No Representation
Management Fees.....	<input type="checkbox"/>	<input 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 \_\_\_\_\_ Owner Initials and Date WK 12/4/21

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date CK 12/4/21

File: 10587

Marlo & Cynthia Gonzalez

MADISON COUNTY  
HEALTH DEPARTMENT

CERTIFICATE OF COMPLETION

Phone \_\_\_\_\_

Date 8/15/95

Address: Trust - left to Pink Plennons store (left before it) go brown of mailboxes on  
Right - (2 miles) go right - go to gate under Right - to end

Water Supply: \_\_\_\_\_

Lot Number \_\_\_\_\_

Liquid Capacity \_\_\_\_\_

Manufacturer \_\_\_\_\_

Liquid Capacity \_\_\_\_\_

Liquid Depth \_\_\_\_\_

Width \_\_\_\_\_

Inside Dimensions: Length \_\_\_\_\_

Depth of Gravel Twelve

Width 3

Length 60

Lines 3

Square Footage 540

Type Disposal:

To Existing System ☐ Existing Tank: Yes ☐ No ☐ Material: \_\_\_\_\_

Block ☐ Other ☐ New Tank ☐ Gal. Liquid Capacity \_\_\_\_\_

Square Footage Added \_\_\_\_\_ Total Sq. Footage \_\_\_\_\_ No. Lines \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_

SYSTEM DESIGNED FOR:

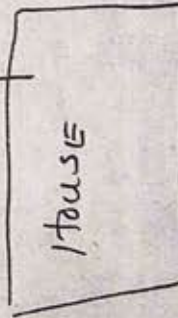
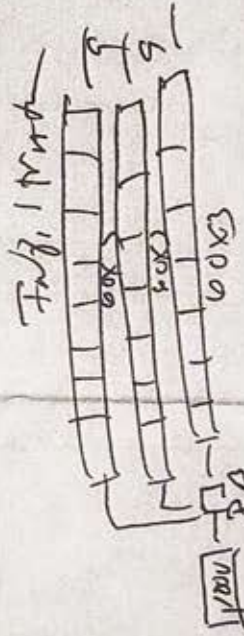
Mobile Home ☐ Bedrooms \_\_\_\_\_ Other Establishment ☐ Type \_\_\_\_\_

ent: Yes ☐ No ☐

Distance To: Water Supply 200' Stream 200' Foundation 200' Property Line 200' Installed By: Harold Pink

ks: \_\_\_\_\_

NOTICE: This approval is issued subject to all the provisions of Rules and Regulations governing the design, installation, planning and use of sewage disposal systems in Madison County, Section 1900 of the North Carolina Administrative Code, and Chapter 130, Article 13E of the Statutes of North Carolina. No person is permitted to make alterations in the design or use of this system other than its designated use without approval of an authorized sanitarian. This approval indicates that this system has been installed in compliance with the standards as set forth in the above regulations, but shall in no way be taken as a guarantee that the system will function adequately for any given period of time.



## PROTECTIVE COVENANTS for 700 Norton Fork Road

This property being offered for sale is part of the Amadell Community. Please see the website: [Amadell.org](http://Amadell.org).

Amadell was created as a place to live in harmony with nature and evolved into to a community of like-minded people that were all drawn to this beautiful valley. Along with the neighboring large parcel owner called Second Mountain, we've created a haven of properties of peace and privacy that is unique to this area. Together we have agreed for the health of the land and the natural world we live in, to:

- Protect the springs, creeks, and ponds from pollutants providing wildlife with clean water and the aquafer we drink from to be as pure as possible.
- Help the native woods regenerate, free from clearing or taking out mature trees.
- Eliminate evasive plant species
- Join the "Dark Sky" movement to assist birds and wild animals to comfortably move through the natural habitat without lights at night.
- Allow native wildlife to give birth and populate. To allow wildlife to roam freely without being chased or compete for resources or suffer threat by human, domesticated animal, or machine.
- Keep domestic animals from trampling the natural landscape and contaminating native natural waters.
- Assuring for quiet, a quiet unlike anywhere you can find in the world today; safeguarded by limiting activities so all may enjoy this valley.
- Seclusion and privacy for connection with Nature.

We are offering like-minded people to enjoy this same peaceful natural habitat. In order to assure Amadell remains peaceful and embraces Nature and wildlife, the property comes with the following protective covenants:

### Use of Property

- Residential use only.
- Gardening and beekeeping encouraged. However, no retail commercial sales of product from the property allowed.
- Professional office allowed, limited to 10 onsite clients or customers per week.
- Any building exterior additions or modifications are to be natural or earth-tone colors.
- Residing in a trailer, RV, camper, or tent must be out of view from Norton Fork Road.
- Rentals limited to the existing dwelling with a minimum rental length of 30 days per stay. Tenants to abide with these protective covenants. No additional small structures for rental such as but not limited to tents, yurts, sheds, min-homes, trailers, etc.
- Current land parcels cannot be subdivided.
- No dwelling to be built on the 1.6 acre parcel.

### Nuisances

- No firearm shooting, or use of explosives or fireworks or similar.
- Quiet is precious. Excessive consistent annoying loud noises is prohibited at any time on any day, such as but not limited to dog barking, outdoor music, engines, pumps, etc., except for temporary work construction, or road/land maintenance.
- Caution is encouraged and following local fire regulations or restrictions required. No trash burning.
- Two-cycle engine vehicles, straight pipe vehicles, and dirt bikes prohibited. No “joy-riding” on the property or up and down Norton Fork Road with recreational vehicles.

### Animals

- No hunting, fishing, trapping of any animals. Except for feral swine, which is limited to only be captured by personnel authorized by the North Carolina Wildlife Resources Commission.
- Regular feeding of wildlife is discouraged.
- Farm animals, poultry, or livestock animals prohibited, including but not limited to cows, sheep, goats, pigs, alpacas, llamas, donkeys and horses. Up to 10 chickens are allowed for personal use, however roosters are prohibited.
- No fish hatcheries.
- Dogs are strongly discouraged. Limited to two dogs at any time on the property. While outdoors, all dogs must be under the direct control of the owner, either leashed or penned, ie dogs cannot be left outdoors while owner is away.
- All other pets are to be kept indoors only.

### Care of the Land

- Harvesting or sale of any natural resource is prohibited, including but not limited to lumber, water, soil, minerals or stones.
- Removal of any tree larger than 6 inches in diameter is prohibited, unless dead or poses a hazard to persons or property.
- Mining of any kind is prohibited
- Use of any pesticides or herbicides is strongly discouraged. No use of pesticides or herbicides beyond 10 feet from a dwelling or outbuilding, and not within 200 feet of any water feature, except for the normal chemical treatment of hemlock trees suffering from woolly adelgid.
- No polluting of any spring, creek, pond, or other water feature.
- No clear cutting or thinning beyond 50% of any existing natural vegetation, such as but not limited to laurels, rhododendrons, bushes, etc.
- No open trash or dumping anywhere on the property.
- All utility easements are to be maintained at owner’s cost to meet the utility company requirement to avoid use of herbicide treatment of keeping the easement accessible.

### Aesthetics

- Fencing visible from Norton Fork Road to use natural materials, such as wood and/or stone. No chain link fence, other metal fencing, or plastic/vinyl fence to be visible from Norton Fork Road.
- No “always-on” outdoor lighting. Outdoor lights to be shielded providing only downward directional lighting.
- Any trailer, storage sheds, or other equipment storage on the property must not be visible from Norton Fork Road.

### Common Areas

- Owner to participate in proportionate share of costs of road maintenance to Norton Fork Road per the existing recorded road maintenance agreement, or any subsequent amendments or new agreement created by a majority of the parcel owners that have a dwelling upon their parcel.

### Resolution

- Variances are to be requested from the deed Grantor, or heir, and determined by their sole discretion. In the event the Grantor, or heir, no longer owns land along Norton Fork Road, variances are to be determined by unanimous approval of all Amadell grantees.
- The Grantor or any land owner along Norton Fork Road may enforce any of these protective covenants. Disputes to be attempted to be settled by negotiation/mediation. If not successful, then by arbitration before a single arbitrator administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The selection of the arbitrator shall be mutual agreed between the parties. The arbitration to occur in Madison County, North Carolina. Costs are to be evenly divided between the parties, and each party is responsible for their own attorney fees and other costs.