

Authentic Hand-Hewn Log Cabin with Sweeping Mtn Views on Bold Trout Stream!



***Offered for \$630,000
MLS#4017474***

**** 2.89 acres with Pond, Pasture,
Streams and Garden Area***

****Great Room, Cathedral Ceilings***

****3BR/3BA with 2 fireplaces***

****Fruit Trees & Blueberries***



Mountain Home Properties www.mountaindream.com

Contact: Steve DuBose - sdubose@mountaindream.com 828-622-3222

Cindy DuBose - cdubose@mountaindream.com cell 828-734-9158



146 Gentry Farm Drive, Hot Springs, North Carolina 28743

146 Gentry Farm Drive, Hot Springs, NC 28743

List Price: **\$630,000**

MLS#: **4017474** Category: **Residential** County: **Madison**
Status: **ACT** City Tax Pd To: **No City Taxes Paid** Tax Val: **\$347,500**
Subdivision: **None** Zoning: **RA** Complex:
Zoning Spec: **Res AGR** Deed Ref: **595/50**
Parcel ID: **8744-91-7409**
Legal Desc: **See Deed Description Bk595 Pg50**
Apxr Acres: **2.89** Apx Lot Dim:
Lot Desc: **Creekfront, Fruit Trees, Pasture, Paved, Pond, Stream/Creek, Views**
Elevation: **2500-3000 ft.**



General Information

Type: **Single Family**
Style: **Cabin**
Levels Abv Grd: **2 Story**
Const Type: **Site Built**
SubType:

School Information

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

Building Information

Level	# Beds	FB/HB	HLA	Non-HLA	Beds:	3
Main:	1	1/0	1,456	0	Baths:	3/0
Upper:	2	2/0	1,224	0	Yr Built:	1978
Third:	0	0/0	0	0	New Const:	No
Lower:	0	0/0	0	0	Prop Compl:	
Bsmt:	0	0/0	0	0	Cons Status:	
2LQt:	0	0/0	0	0	Builder:	
					Model:	

Above Grade HLA: **2,680**
Tot Primary HLA: **2,680**

Additional SqFt:
Garage SF: **1,200**

Additional Information

Prop Fin: **Cash, Conventional**
Assumable: **No**
Spcl Cond: **None**
Rd Respons: **Privately Maintained Road**

Ownership: **Seller owned for at least one year**

Room Information

Main	Bedroom	Kitchen	Bath Full	DiningArea	GrtRm-2S
Upper	Laundry	Den			
	Bedroom	Bath Full	Bedroom	Bath Full	Loft

Parking Information

Main Lvl Garage:	Yes	Garage:	Yes	# Gar Sp:	2	Carport:	No	# Carport Spc:	
Covered Sp:		Open Prk Sp:	No	# Assg Sp:					
Driveway:	Gravel			Other Prk:					
Parking Features:	Driveway, Garage Shop								

Features

Lot Description:	Creekfront, Fruit Trees, Pasture, Paved, Pond, Stream/Creek, Views	Lake/Wtr Amen:	None
Waterbody Nm:		Doors:	Insulated Door(s)
View:	Mountain(s), Water	Laundry:	Main Level
Windows:	Insulated Window(s)	Basement Dtls:	No
Fixtures Except:	No	Fireplaces:	Yes/Fire pit, Great Room
Foundation:	Crawl Space	Construct Type:	Site Built
Accessibility:		Road Frontage:	
Exterior Cover:	Log, Wood	Patio/Porch:	Covered, Front Porch, Rear Porch
Road Surface:		Other Structure:	Outbuilding, Shed(s), Workshop
Roof:	Metal	Horse Amenities:	
Other Equipmnt:	Network Ready		
Utilities:	Electricity Connected, Fiber Optics, Phone Connected		
Appliances:	Dishwasher, Dryer, Electric Range, Exhaust Hood, Refrigerator, Washer		
Interior Feat:	Cathedral Ceiling(s), Kitchen Island, Open Floorplan, Pantry		
Floors:	Tile, Wood		
Exterior Feat:	Fire pit		

Utilities

Sewer:	Septic Installed	Water:	Well Installed
Heat:	Ductless/Mini-Split System, Heat Pump, Zoned	Cool:	Ceiling Fan(s), Ductless/Mini-Split System, Heat Pump, Multi Units
Restrictions:	No Restrictions		

Association Information

Subject to HOA:	None	Subj to CCRs:	No	HOA Subj Dues:	
Prop Spc Assess:	/NO				
Spc Assess Cnfrm:	/NO				

Remarks Information

Public Rmrks: **Creekfront handcrafted 3 BR 3 BA cabin built with authentic hand-hewn logs, artisan historic details and charm! Amazing home and property! Spacious great room with cathedral beam ceilings, 2 fireplaces, chef's kitchen, loft, covered porches, large bedrooms, baths, den/bedroom. Covered porches overlooking sweeping mountain views and bold trout creek. A second smaller creek also runs thru the property. Beautiful large pond, pasture and garden area. Fruit trees and blueberries. 30 X 40 shop/garage. Fiber internet! Well-maintained and many updates such as all new windows and encapsulated crawl space. Easy access. The complete mountain dream!**

Directions: **From Hot Springs take Hwy. 209 south to about 2 miles past Trust Store and Cafe and on left on Gentry Farm From Waynesville and (exit 24 I-40) take Hwy 209 north to right on Gentry Farm Rd,**

Listing Information

DOM:	40	CDOM:	40	Slr Contr:	
UC Dt:		DDP-End Dt:		LTC:	

146 Gentry Farm Drive, Hot Springs, North Carolina 28743

MLS#: 4017474

146 Gentry Farm Dr, Hot Springs, NC 28743

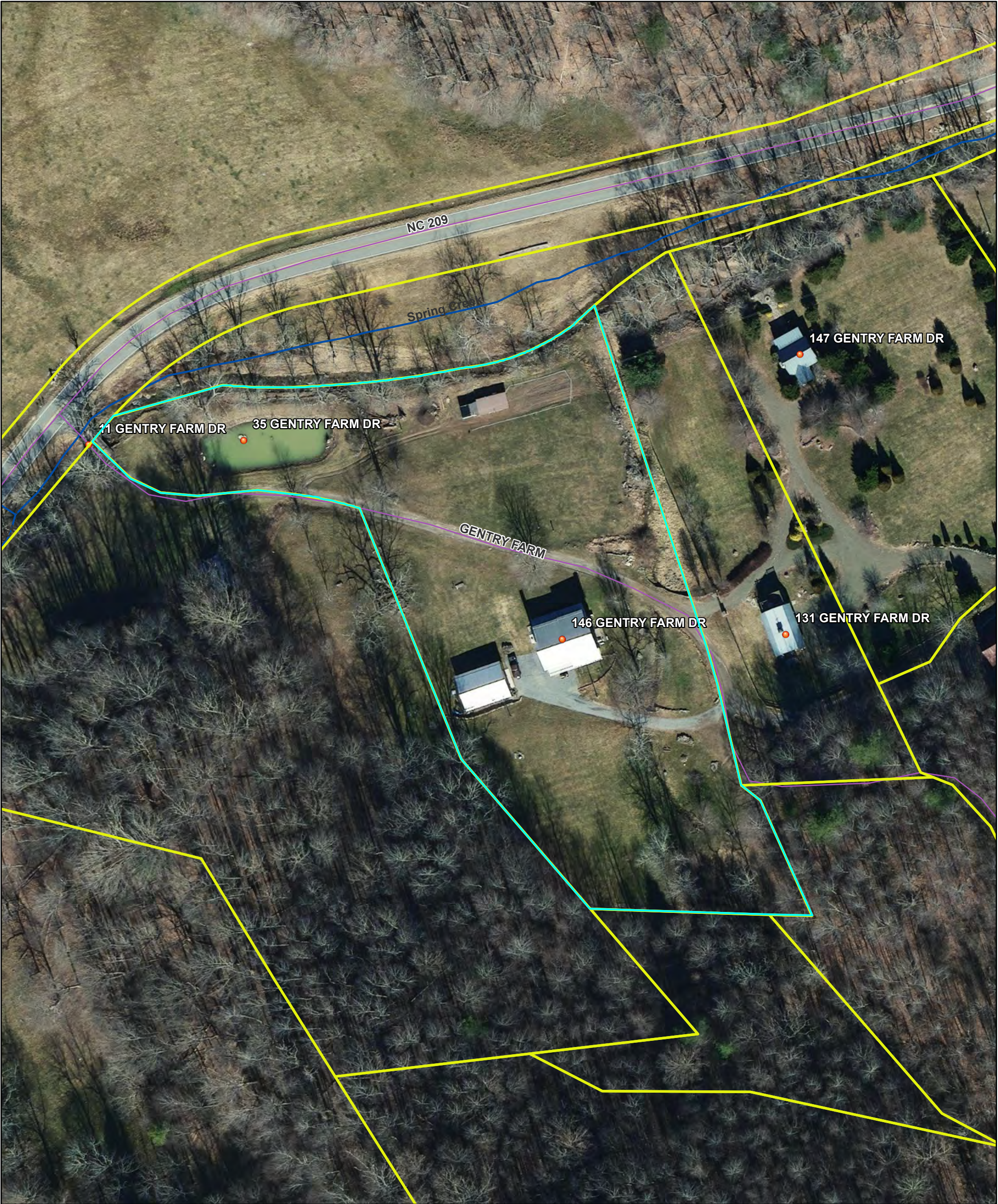
Price: \$630,000



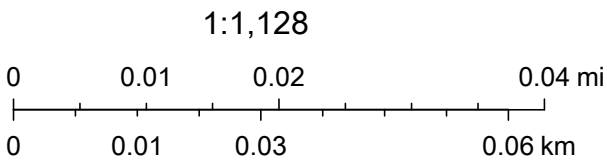




146 Gentry Farm Rd.

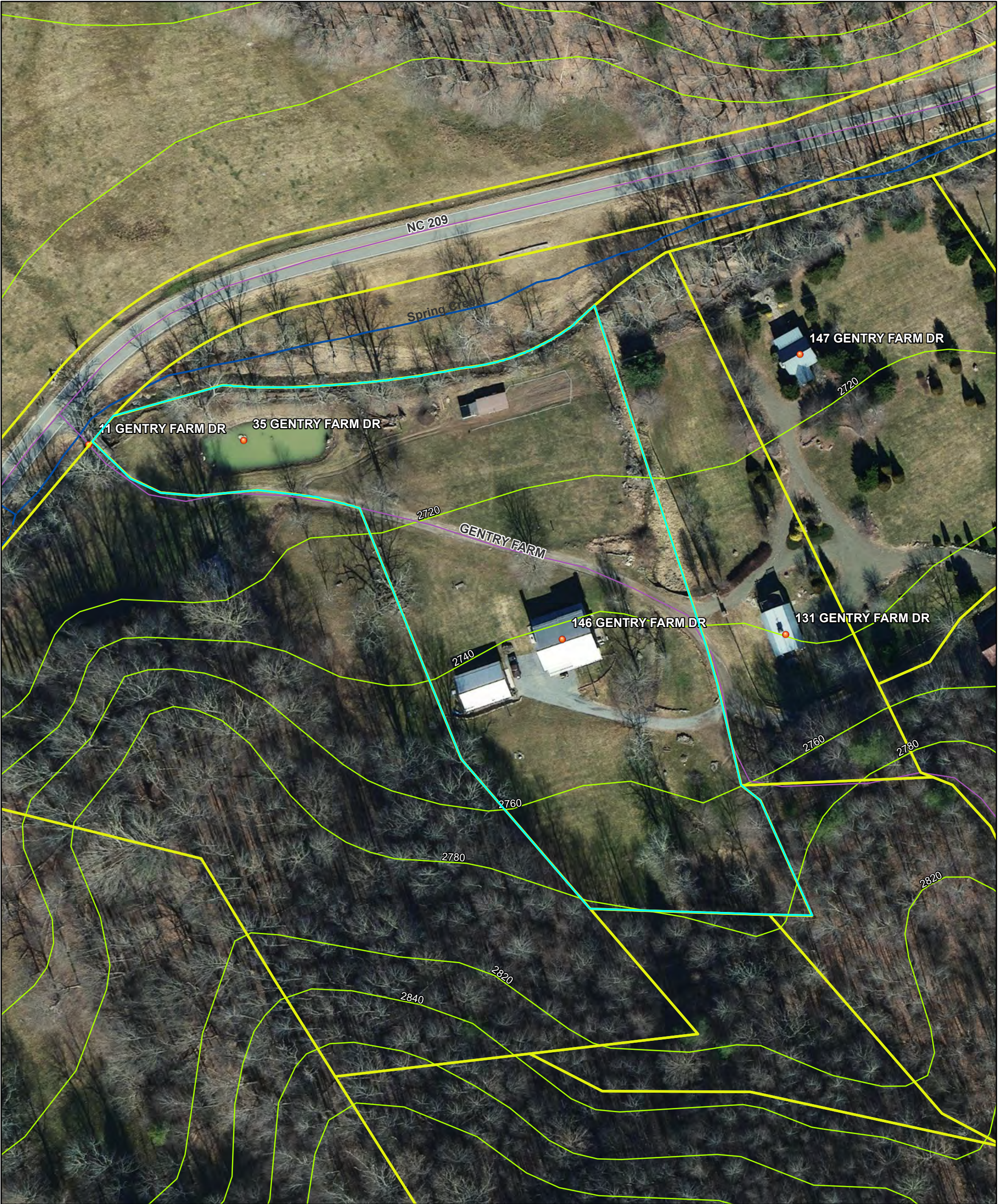


3/28/2023, 10:17:08 AM

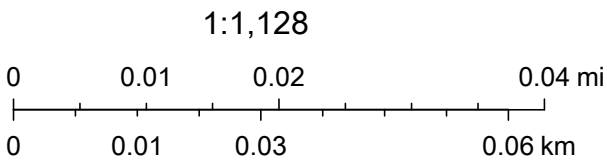


NC CGIA, Maxar, NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

146 Gentry Farm Rd.



3/28/2023, 10:16:40 AM



NC CGIA, Maxar, NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

ANDREA D. LAWSON
WILL 77-E-141

FILED in MADISON County, NC on
Sep 24 2007 at 08:34:08 AM
by Susan Rector
Register of Deeds

SURVEY FOR
EDDIE R. PLEMMONS

NO. 8 TOWNSHIP MADISON COUNTY
NORTH CAROLINA
DATE 9-14-2007 SCALE 1"=60'

60 0 60 120

SURVEY BY
CHEEK AND ASSOC.
ROBERT B CHEEK PLS L-3459
PO BOX 1322
WEAVERVILLE, NC 28787
PHONE 828/645-8080

REFERENCE

BEING A PORTION OF DEED BOOK 349 PAGE 440
BEING A PORTION OF TRACT 1 OF PLAT BOOK 4 PAGE 742
PORTION OF TAX PARCEL 8744 90 7964

LEGEND

NO. 4 REBAR W/CAP SET UNLESS NOTED
CALCULATED POINT NOT SET
FENCE POST
TREE AS NOTED
POWER POLE W/OVERHEAD UTILITIES

NOTE

LOT 2 TO BE CONVEYED TO:
JACK ALBERT ALLEN
AND WIFE
SHARON ANNETTE ALLEN

PLAT NORTH
PLAT BOOK 4 PAGE 742

MADISON COUNTY ZONING OFFICER

9-24-07
DATE

STATE OF NORTH CAROLINA Madison COUNTY

FILED FOR REGISTRATION ON THE 24 DAY OF September AT 8:34 PM
AND RECORDED ON BOOK 6 Page 366

Susan Rector
REGISTER OF DEEDS
By: Dorcas Bullman



I, ROBERT B. CHEEK PLS, CERTIFY THAT THIS SURVEY
CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF
THE COUNTY THAT HAS AN ORDINANCE THAT REGULATES
PARCELS OF LAND.

I, ROBERT B. CHEEK, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS
PLAT WAS DRAWN BY ME AND FROM AN ACTUAL SURVEY MADE BY ME.
DEED DESCRIPTION RECORDED IN BOOK PAGE THAT THE RATIO OF
PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000
THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30
AS AMENDED.

WITNESS MY HAND AND SEAL THIS 14 DAY OF SEPT, 2007

ROBERT B. CHEEK L-3459

JOE L. DUCKETT
DB 186 PG 99

LOT 3
AREA = 3.19 ACRES
AREA BY DMD

30' R/W

EDDIE R. PLEMMONS
DB 349 PG 440
REMAINING PORTION OF
TRACT 1, PB 4 PG 742

I, Samuel A. Reese, REVIEW OFFICER OF Madison COUNTY,
CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATION IS AFFIXED
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

9-24-07
DATE Samuel A. Reese
REVIEW OFFICER

ROBERT B. CHEEK L-3459



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: **146 Gentry Farm Rd., Hot Springs, 28743**

Owner's Name(s): **Thomas S. Smith, Jr, Daniela M. Smith**

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: Thomas S. Smith Jr.

Thomas S. Smith, Jr

Date **03/31/2023**

Owner Signature: Daniela M. Smith

Daniela M. Smith

Date **04/01/2023**

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

Buyer Signature: _____

Date _____

Buyer Signature: _____

Date _____

Property Address/Description: 146 Gentry Farm Rd., Hot Springs, 28743

House on 2.89 acres

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: _____ | | | <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? [] Brick Vencer <input checked="" type="checkbox"/> Wood <input checked="" type="checkbox"/> Stone [] Vinyl
[] Synthetic Stucco [] Composition/Hardboard [] Concrete [] Fiber Cement [] Aluminum [] Asbestos
[] Other _____ (Check all that apply) | | | <input type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? <u>2015</u> (Approximate if no records are available) Explain if necessary: _____ | | | <input type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? _____ | <input 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? [] Furnace <input checked="" type="checkbox"/> Heat Pump [] Baseboard <input checked="" type="checkbox"/> Other <u>Wood stove</u>
(Check all that apply)... Age of system: <u>5</u> | | | <input type="checkbox"/> |
| 11. What is the dwelling's cooling source? [] Central Forced Air [] Wall/Window Unit(s) <input checked="" type="checkbox"/> Other <u>Mini split</u>
(Check all that apply)... Age of system: <u>5</u> | | | <input type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input checked="" type="checkbox"/> 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) _____ | | | <input type="checkbox"/> |
| 13. What is the dwelling's water supply source? [] City/County [] Community System <input checked="" type="checkbox"/> Private Well
[] Shared Well [] 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 [] Galvanized <input checked="" type="checkbox"/> Plastic
[] Polybutylene [] 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 [] 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) _____ | | | <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? <u>4</u> <input checked="" type="checkbox"/> No records available | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Buyer Initials and Date _____

Owner Initials and Date TSS

03/31/2023

Buyer Initials and Date _____

Owner Initials and Date DMS

04/01/2023

REC 4.22

Page 2 of 4

Rev 8/21

- | | 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 checked="" type="checkbox"/> | [] |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | [] | <input checked="" 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 checked="" 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 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 checked="" type="checkbox"/> | [] |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | [] | <input checked="" 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"/> | [] | [] |
| 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 checked="" type="checkbox"/> | [] |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | [] | <input checked="" type="checkbox"/> | [] |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | <input checked="" 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"/> | [] | [] |

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

Property owners maintain road

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"/> | [] |
- 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 _____

• (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  03/31/2023

Buyer Initials and Date _____ Owner Initials and Date  04/01/2023

***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 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: _____ | [] | [] | [] |
| 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: _____ | [] | [] | [] |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____ | [] | [] | [] |
| 37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____ | [] | [] | [] |
| 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.....	[]	[]	[]
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) _____	[]	[]	[]
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) _____	[]	[]	[]

Buyer Initials and Date _____	Owner Initials and Date <u>TSS</u> _____	03/31/2023
Buyer Initials and Date _____	Owner Initials and Date <u>DMS</u> _____	04/01/2023

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUMProperty: **146 Gentry Farm Rd. , Hot Springs , 28743**Seller: **Thomas S. Smith, Jr, Daniela M. Smith**

Buyer: _____

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

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

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

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**Lead Warning Statement**

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

Seller's Disclosure (initial)

(a)

Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(b)

☒ 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 Acknowledgement (initial)

(c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer (check one below):

☐ Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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


This form jointly approved by:

North Carolina Bar Association

North Carolina Association of REALTORS®, Inc.

Buyer Initials _____

Seller Initials _____

Page 1 of 2



STANDARD FORM 2A9-T

Revised 7/2021

© 7/2022

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

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

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer: _____

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

By: _____

Name: _____

Print Name

Title: _____

Date: _____

Selling Agent: _____

Date: _____

Date: 3/31/2023

Seller: _____
 DocuSigned by:
 Thomas S. Smith, Jr.
 P2BAF330AFCE4A3...

Date: 3/31/2023

Seller: _____
 DocuSigned by:
 Daniela M. Smith
 D073D3001F848C...

Entity Seller: _____

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

By: _____

Name: _____

Print Name

Title: _____

Date: _____

Listing Agent: _____
 DocuSigned by:
 Stephen DuBose
 Steve & Cindy DuBose

Date: 3/31/2023



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.			

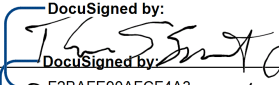
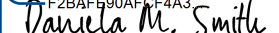
Note to Purchasers

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: **146 Gentry Farm Rd., Hot Springs, 28743**

Owner's Name(s): **Thomas S. Smith, Jr, Daniela M. Smith**

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:  DocuSigned by: **Thomas S. Smith, Jr** Date **3/31/2023**
 Owner Signature:  DocuSigned by: **Daniela M. Smith** Date **3/31/2023**

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

REC 4.25

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