

Private setting with Beautiful Mountain Views on 5+ Acres!



Offered for \$398,500

MLS#3900012 (3BR/2BA)

**** Close to National Forest and Appalachian Trail***

**** Extensively Renovated, Shop/Garage & Heated Studio***



Spacious Kitchen and Great Room!



Mountain Home Properties www.mountaindream.com

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

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



Residential Property Client Full

370 Running Bear Road, Hot Springs, NC 28743

MLS#: 3900012	Category: Single Family	Parcel ID: 8737-41-9221	List Price: \$398,500
Status: Active	City Taxes Paid To: No City Taxes Paid	County: Madison	
Subdivision: Deerfield Meadows	Tax Value: \$108,504	Zoning: RA	
Subdivision: See Deed Description Bk547 Pg220	Zoning Desc:	Deed Ref: 547	
Legal Desc: 5.24	Approx Lot Dim:	Lot/Unit #:	
Approx Acres: 5.24		Elevation: 3000-3500 ft. Elev.	
Lot Desc: Long Range View, Mountain View, Private, Year Round View			



General Information

Type: **1 Story**
 Style: **Other**
 Construction Type: **Manufactured, Site Built**

School Information

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

HLA

Main: **1,549**
 Upper: **0**
 Third: **0**
 Lower: **0**
 Bsmnt: **0**
 Above Grade: **1,549**
 Total Primary HLA: **1,549**
 Additional Sqft: **178**

Non-HLA Sqft

Main: **0**
 Upper: **0**
 Third: **0**
 Lower: **0**
 Bsmnt: **0**
 Total: **0**

Bldg Information

Beds: **3**
 Baths: **2/0**
 Year Built: **1994**
 New Const: **No**
 Prop Compl Date:
 Construct Status:
 Builder:
 Garage Sqft: **450**

Additional Information

Prop Fin: **Cash, Conventional**
 Assumable: **No**
 Ownership: **Seller owned for at least one year**
 Special Conditions: **None**
 Road Responsibility: **Privately Maintained Road or Maintenance Agreement**

Recent: **09/02/2022 : NEWs : ->ACT**

Room Information

Room Level	Beds	Baths	Room Type
Main	3	2/0	Bathroom(s), Bedroom(s), Dining Room, Entry Hall, Great Room, Kitchen, Laundry, Mud, Pantry, Primary Bedroom, Sunroom, Workshop

Features

Lake/Water Amenities: None Green Cert: None Parking: Detached Garage, Garage - 1 Car, Parking Space - 2 Driveway: Gravel Laundry: Main Foundation: Block, Crawl Space Fireplaces: Yes, Living Room, Woodstove Floors: Laminate Wood, Tile Equip: Ceiling Fan(s), CO Detector, Dryer, Exhaust Hood, Gas Dryer Hookup, Gas Range, Propane, Refrigerator, Washer Comm Features: Walking Trails Interior Feat: Garage Shop, Kitchen Island, Open Floorplan, Pantry, Skylight(s), Split BR Plan, Vaulted Ceiling, Walk-In Closet(s) Exterior Feat: Fire pit, Outbuilding, Wired Internet Available, Workshop, Other - See Media/Remarks Exterior Covering: Vinyl Porch: Back, Covered, Front	Green HERS Score: Main Level Garage: Yes Doors/Windows: g-Insulated Door(s), g-Insulated Windows Fixtures Exceptions: No Roof: Composition Shingle
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Sewer: Septic Installed HVAC: Gas Hot Air Furnace, Propane, Woodstove	Water: Well Installed Wtr Htr: Electric
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Association Information

Subject To HOA: Required HOA Management: Proposed Spcl Assess: No	Subj to CCRs: HOA Phone: Confirm Spcl Assess:	HOA Subj Dues: Mandatory Assoc Fee: \$350/Annually No
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Remarks

Public Remarks: **Private, scenic setting; 3 BR 2 BA home on 5+ acres with long range mountain views. Extensively renovated with additions and quality details; spacious kitchen and baths, open great room floor plan, dining area and bedrooms offer tasteful and relaxed one level living. Convenient pantry and laundry room. Skylights. Woodstove. Sit on the covered porch and enjoy the views, the cool mountain air and incredible sunrises! Lots of space for creating in the finished and heated studio or work on your projects in the large shop/garage. High speed internet! Close to the National Forest and the Appalachian Trail. 25 minutes to Hot Springs with whitewater sports, mountain biking, fly-fishing, restaurants, shops, galleries, pubs and brewery. Come to this special place for peaceful full time living or your mountain retreat.**

Directions: **From Hot Springs take Hwy. 209 south to right on Meadow Fork Rd. to right on Panther Branch Rd. When pavement ends and gravel begins the road name changes to Deerfield Dr. in a short distance take first right onto Running Bear Rd. and go to 370 Running Bear on right. There is a sign there; Papa's Mountain.**

Listing Information

DOM: 0 UC Dt:	CDOM: 0 DDP-End Date:	Closed Dt: Close Price: Slr Contr: LTC:
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Prepared By: Jill Warner

Residential Property Photo Gallery

MLS: [3900012](#)

370 Running Bear Road, Hot Springs, NC 28743

List Price: \$398,500



Private scenic setting!



Long Range Mountain Views!



Relax!







Studio

Studio interior



Shop/Garage

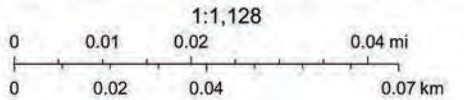




370 Running Bear Rd.



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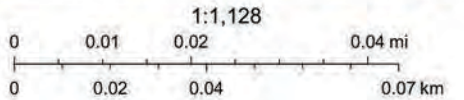


NC CGIA, Maxar, NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

370 Running Bear Rd.

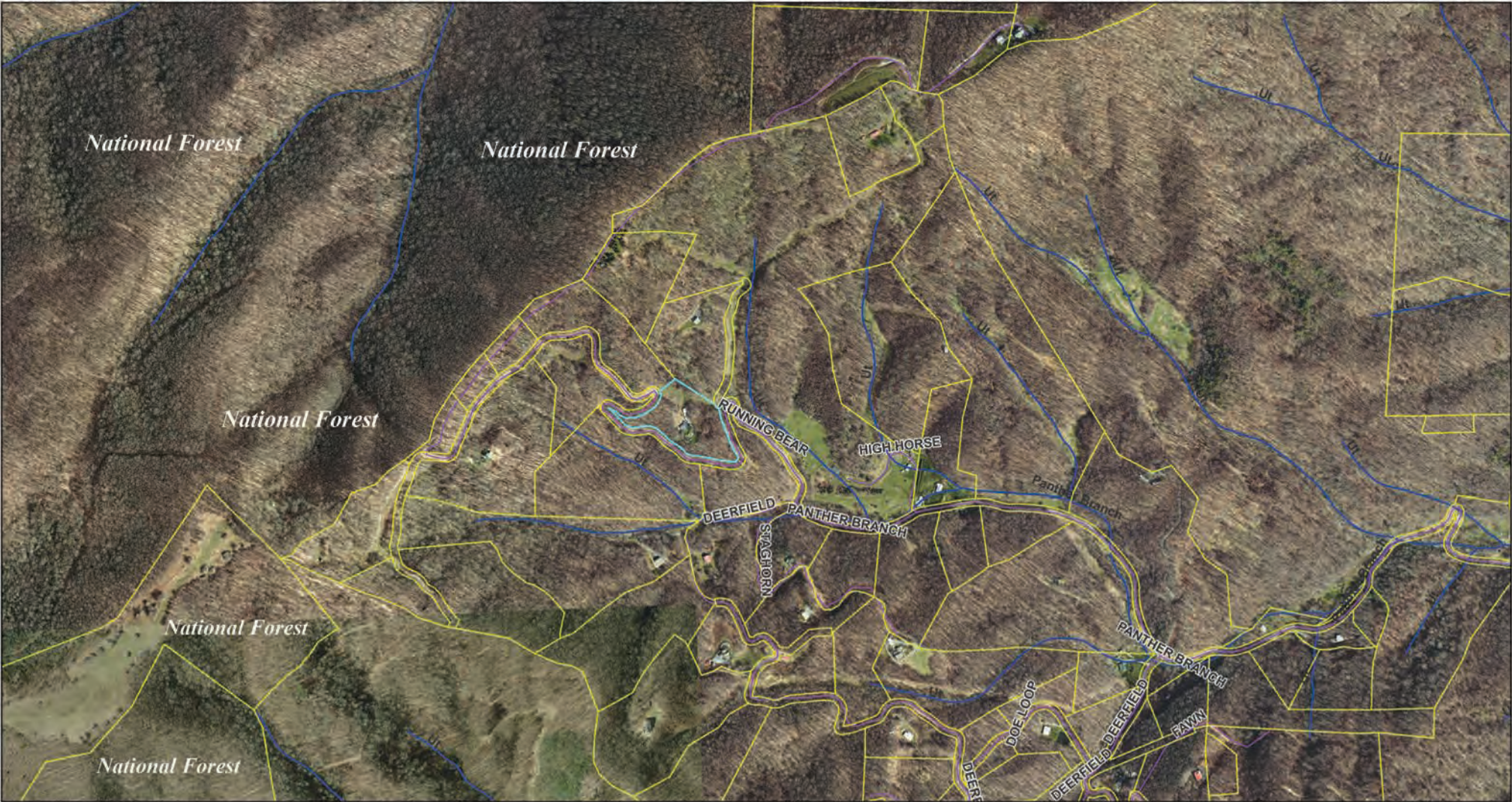


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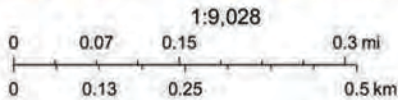


NC CGIA, Maxar, NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

370 Running Bear Rd.



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



**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: 370 Running Bear Rd, Hot Springs, 28743-8688

Owner's Name(s): Kimberly Marie Plotkin, Alexander Plotkin

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: <u>Kimberly Marie Plotkin</u>	Kimberly Marie Plotkin	Date <u>8/27/2022</u>
Owner Signature: <u>Alexander Plotkin</u>	Alexander Plotkin	Date <u>8/27/2022</u>

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: 370 Running Bear Rd, Hot Springs, 28743-8688

House on 5.24 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? <u>1994</u>
Explain if necessary: _____ | | | ☐ |
| 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? _____ | ☐ | ☐ | ☐ |
| 3. The dwelling's exterior walls are made of what type of material? ☐ Brick Veneer ☐ Wood ☐ Stone ☒ Vinyl
☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Fiber Cement ☐ Aluminum ☐ Asbestos
☐ Other _____ (Check all that apply) | | | ☐ |
| 4. In what year was the dwelling's roof covering installed? <u>2021</u> (Approximate if no records are available) Explain if necessary: _____ | | | ☐ |
| 5. Is there any leakage or other problem with the dwelling's roof? _____ | ☐ | ☒ | ☐ |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? _____ | ☐ | ☒ | ☐ |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)? _____ | ☐ | ☒ | ☐ |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? _____ | ☐ | ☒ | ☐ |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? _____ | ☐ | ☒ | ☐ |
| 10. What is the dwelling's heat source? ☒ Furnace ☐ Heat Pump ☐ Baseboard ☐ Other _____
(Check all that apply) Age of system: <u>NEW</u> | | | ☐ |
| 11. What is the dwelling's cooling source? ☐ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other _____
(Check all that apply) Age of system: _____ | | | ☒ |
| 12. What are the dwelling's fuel sources? ☒ Electricity ☐ Natural Gas ☒ Propane ☐ Oil ☒ Other <u>WOOD</u>
(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) _____ | | | ☐ |
| 13. What is the dwelling's water supply source? ☐ City/County ☐ Community System ☒ Private Well ☐ Shared Well ☐ Other _____
(Check all that apply) _____ | | | ☐ |
| 14. The dwelling's water pipes are made of what type of material? ☐ Copper ☐ Galvanized ☒ Plastic
☒ Polybutylene ☐ Other _____ (Check all that apply) _____ | | | ☐ |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)? _____ | ☐ | ☒ | ☐ |
| 16. What is the dwelling's 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) _____ | | | ☐ |
| 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 | ☐ | ☐ | ☐ |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? _____ | ☐ | ☒ | ☐ |
| 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.)? _____ | ☐ | ☒ | ☐ |

Buyer Initials and Date _____

Owner Initials and Date _____

Buyer Initials and Date _____

Owner Initials and Date _____

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- | | 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?..... | ☐ | ☒ | ☐ |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | ☐ | ☒ | ☐ |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | ☐ | ☒ | ☐ |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)? | ☐ | ☒ | ☐ |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property? | ☐ | ☒ | ☐ |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | ☐ | ☒ | ☐ |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | ☐ | ☒ | ☐ |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?..... | ☐ | ☒ | ☐ |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | ☐ | ☒ | ☐ |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | ☒ | ☐ | ☐ |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?..... | ☒ | ☐ | ☐ |

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

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?..... | ☒ | ☐ | ☐ |
- 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) Deerfield Meadows POA whose regular assessments ("dues") are \$ 350 per year. The name, address, and telephone number of the president of the owners' association or the association manager are Richard Smith

• (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 _____

Buyer Initials and Date _____

Owner Initials and Date _____

8/27/2022

8/27/2022

*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: _____
<u>ANNUAL FEE - \$350</u> | ☒ | ☐ | ☐ |
| 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 _____

Buyer Initials and Date _____

Owner Initials and Date _____

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DS

8/27/2022

DS

8/27/2022

EMP



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>Buyer Initials</u> 1. Mineral rights were severed from the property by a previous owner.	☐	☐	☒
<u>Buyer Initials</u> 2. Seller has severed the mineral rights from the property.	☐	☒	
<u>Buyer Initials</u> 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☒	
<u>Buyer Initials</u> 4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☒
<u>Buyer Initials</u> 5. Seller has severed the oil and gas rights from the property.	☐	☒	
<u>Buyer Initials</u> 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: 370 Running Bear Rd, Hot Springs, 28743-8688

Owner's Name(s): Kimberly Marie Plotkin, Alexander Plotkin

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

DocuSigned by:
Owner Signature: Kimberly Marie Plotkin Date: 8/27/2022
Owner Signature: Alexander Plotkin Date: 8/27/2022

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

1/1/15

File 13084

Melvin Sease

Deeble

by 209 to Deebled - 2nd entrance (let) lot at Xmas tree

Date 11-7-94

MADISON COUNTY
HEALTH DEPARTMENT
CERTIFICATE OF COMPLETION

Section

Lot Number

Water Supply: Well

System ☐ Tank Material: Concrete ☒ Other ☐

Inside Dimensions: Length

Manufacturer: Acorn

Liquid Capacity: 1000 gal

Square Footage

Lines

Length

Width

Liquid Depth

Liquid Capacity: 12"

System ☐ Existing Tank Yes ☐ No ☐ Material:

Concrete ☐

Block ☐

Other ☐

New Tank ☐

Gal Liquid Capacity

Square Footage

Total Sq. Footage

No. Lines

Length

Width

SYSTEM DESIGNED FOR:

Mobile Home ☐

Bedrooms

Other Establishment ☐ Type

No ☒ Sanitation

Stream \$100'

Foundation \$5'

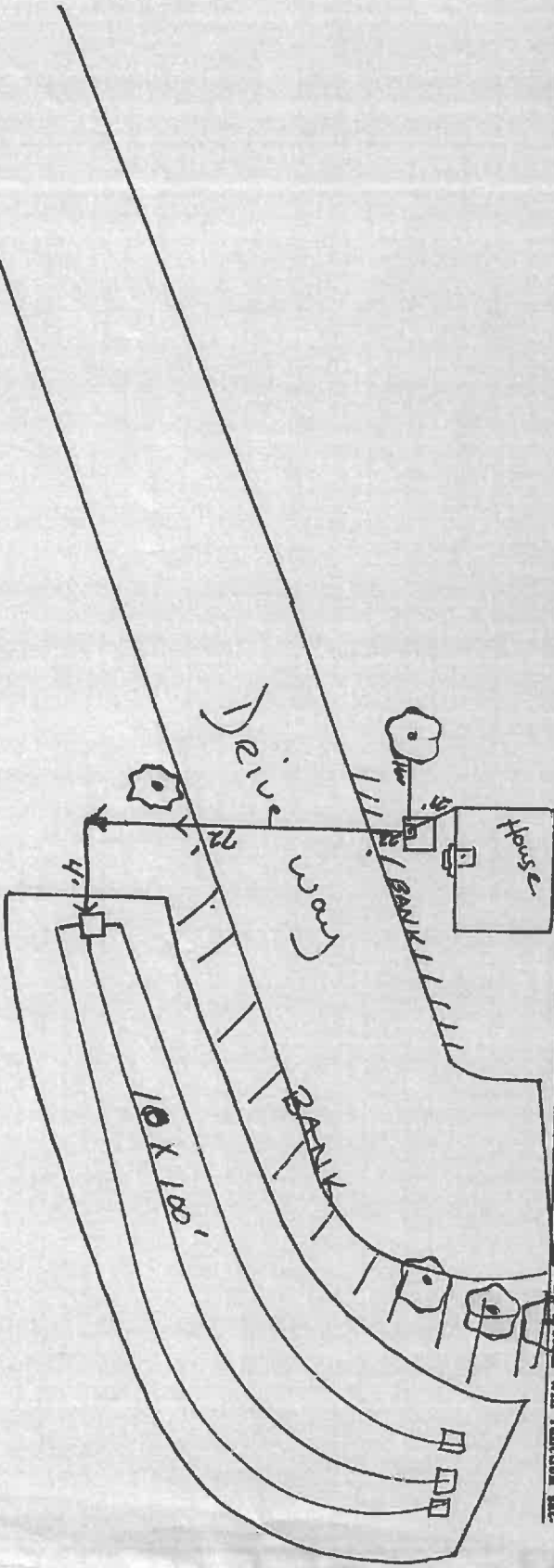
Property Line \$10'

Installed By: Bob Clark

Bed System is 10' x 100' - Box has speed wheel in it to 3 lines

James H. Hargraves (I.)

NOTICE: This approval is issued subject to all the provisions of Rules and Regulations of the Health Department, and Chapter 130, Article 13E of the North Carolina Administrative Code, and Chapter 130, Article 13E of the North Carolina Administrative Code. No person is permitted to make alterations in the design or use of this system other than the designated use without approval of an authorized sanitarian. 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 satisfactorily for the entire period of time.



STATE OF NORTH CAROLINA

COUNTY OF MADISON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEERFIELD MEADOWS PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION of covenants, conditions, and restrictions is made and entered into this the 20th day of OCTOBER, 1993, by the Deerfield Meadows Property Owners Association, Inc. (the "Association"), and by S. Gerald & S. Diann Harmon (the "Developers"). Individual lot owners of property within the subdivision enter into these covenants for the purpose of submitting their property to the covenants, conditions and restrictions contained herein.

WHEREAS, the Developers are the owners of that real estate being developed as "Deerfield Meadows Subdivision" as shown on plats filed or to be filed for recording in the office of the Register of Deeds for Madison County, North Carolina, and desire to subject said property to the following covenants, conditions, and restrictions, which shall run with the land and be binding not only upon the Developers but upon all of their successors in title.

NOW, THEREFORE, the Developers, the Association and individual lot owners do hereby make the following Declaration as to the limitations, restrictions and uses to which the above-described tract of land known as Deerfield Meadows Subdivision shall be subject:

1. All lots shall be used for single-family residential purposes only. Farm animals including, but not limited to, horses, cows, goats, shall be allowed for recreational purposes only. Commercial raising of farm animals or livestock for sale, or the sale of farm products, shall not be permitted.

2. Subdivision of lots shall be controlled as follows:

Lots under five (5) acres shall not be further subdivided. Lots over five (5) acres and less than ten (10) acres may be subdivided once into no more than two (2) parcels, with each parcel having at least two and one-half (2 1/2) acres; Lots having more than ten (10) acres may be subdivided with each new parcel containing at least five (5) acres.

3. House trailers, mobile homes, recreational vehicles, or any other non-permanent residential structure, used for dwelling purposes, shall not be permitted on any lot in the Deerfield Meadows Subdivision, except as a means of temporary residence while construction of a permanent residence is ongoing, not to exceed a period of two (2) years.

4. The construction of residences upon such lots from and after the date of the adoption and filing of these covenants, conditions and restrictions shall be governed and further restricted as follows, however, none of the provisions herein concerning the construction of residences shall apply to those residences built and completed prior to the adoption and filing of these covenants, conditions and restrictions:

a. Each dwelling must have a minimum of one thousand (1,000) heated square living space exclusive of garages, patios, and porches, and all plans must be approved by the Board of Directors before construction begins, provided that such approval shall not be unreasonably withheld.

5. No commercial cutting or logging of native growth or trees shall be allowed, excepting and excluding therefrom, the cutting of evergreens, pursuant to the business enterprise of the of the Developers.

6. Each lot owner shall be responsible for maintaining his premises in a sightly and tidy fashion, and shall not allow the storage of rubbish, or other refuse of any character whatsoever, or to allow his lot to be used in any manner which would cause an unclean or untidy condition, or that would be obnoxious to the eye, nor shall any owner engage in any activity, or possess any material that will cause any nuisance to the adjacent and surrounding property owners. Subject to review and any actions taken therewith by the Board of Directors pursuant to the powers granted to them in the Articles of Incorporation and Bylaws of Deerfield Meadows Property Owners Association, Inc.

7. No minerals of any kind may be extracted from any part of said premises.

8. All springs, wells, and septic tanks located on said lot shall be maintained in conformity with Department of Health regulations.

9. These covenants, conditions and restrictions shall not be binding on any person who has acquired title to a lot within the Subdivision before the recording of this Declaration, unless said person submits the property to this Declaration by recording a declaration of submission in the form attached.

10. Any and all roads now or hereafter shown on recorded plat of Deerfield Meadows Subdivision are private roads dedicated to the exclusive use of the property owners of Deerfield Subdivision, for the purposes of ingress and egress, and for public utilities. A right-of-way is reserved for each lot in Deerfield Meadows Subdivision for all roads abutting said lot. The following provisions shall apply to all roads in Deerfield Meadows Subdivision:

a. The cost of maintaining all roads shall be equally divided among all lots and according to the provisions contained herein. The maintenance cost paid by the owner of each lot, for that lot, shall be the total cost of maintenance of said roads divided by the total number of lots served by said roads. For the purposes of such cost and assessment, where there are adjoining lots owned by the same person or persons, abutting a common road, there shall be but one assessment for both lots, further provided however that if said lots are not adjoining, then each lot shall be assessed separately.

b. The Association shall, in its discretion, establish and collect an annual assessment against each lot for road maintenance. The amount of the assessment shall be the same for all lots, unless and until an exception is made by the Board of Directors, upon good cause shown, and such assessment shall be in such amount as the Association shall determine to be necessary in order to provide for road maintenance for the ensuing year. The Association shall not be obligated to expend in any twelve-month period all of the assessments collected during that period, and may carry forward any balance remaining. Such funds shall be held by the Association for the exclusive purpose of road maintenance.

c. The owner of each lot, by the acceptance of a deed or other conveyance, or by submitting his property to these Declarations of Covenants, Conditions and Restrictions, does agree to pay to the Association that lot's pro-rata share for road maintenance expenses. Each lot is hereby made subject to a specific and continuing lien in favor of the Association to secure the payment of such charges, including interest at the maximum rate allowed by law and reasonable attorney's fees incurred in the collection thereof. This lien shall run with the land and be enforceable notwithstanding any change of ownership of the lot. The successive owners of each lot, by the acceptance of deeds therefore, shall be deemed to personally have assumed and agreed to pay all such charges which are a lien upon said lot. The Board, acting on behalf of the Association, shall have standing to collect the charges which are a lien on any lot, by means of a civil action against the owner of such lot.

d. All charges for road maintenance which are not paid within forty-five (45) days after being billed to the lot owners shall bear interest at the rate of eight percent (8%) per annum, compounded annually, until paid. Upon demand, the Home Owners Association shall furnish to any lot owner or mortgagee a certificate showing all amounts which are a lien against any lot as of a given date.

e. The Board shall have the power and authority to declare upon the owner of any lot or lots, a special assessment for any damage to the common roads in the Deerfield Meadows Subdivision, caused by the said lot owners, or their guests,

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excluding ordinary wear and tear, in such amounts as are reasonable to make said repairs within the discretion of the Board of Directors.

f. In recognition of the cost and labor incurred by the Developers, in installing and constructing the roads and rights-of-ways as they currently exist, parcels and tracts held by the Developers for sale, not as their primary residence, shall not be subjected to any assessment for the maintenance of such road, for a period of ten (10) years from the date of filing these Covenants, Conditions and Restrictions.

11. Invalidity of any one of these covenants by judgment or Court order shall not affect any of the remaining provisions above set out, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

By:


S. GERALD HARMON

By:


S. DIANN HARMON

OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

NOTE: For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: **370 Running Bear Rd, Hot Springs, 28743-8688**

Buyer: _____

Seller: **Kimberly Marie Plotkin, Alexander Plotkin**

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

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

☒ (specify name): **Deerfield Meadows** whose regular assessments ("dues") are \$ **350.00** per **year**. The name, address and telephone number of the president of the owners' association or the association manager are: **Richard Smith 803-760-5953**

Owners' association website address, if any: _____

☐ (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: _____

Owners' association website address, if any: _____

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- ☐ Master Insurance Policy
- ☐ Real Property Taxes on the Common Areas
- ☐ Casualty/Liability Insurance on Common Areas
- ☒ Management Fees
- ☐ Exterior Building Maintenance
- ☐ Exterior Yard/Landscaping Maintenance
- ☐ Trash Removal
- ☐ Pest Treatment/Extermination
- ☐ Legal/Accounting
- ☐ Recreational Amenities (specify): _____

- ☐ Street Lights
- ☐ Water
- ☐ Sewer
- ☒ Private Road Maintenance
- ☐ Parking Area Maintenance
- ☐ Common Areas Maintenance
- ☐ Cable
- ☐ Internet service
- ☐ Storm Water Management/Drainage/Ponds
- ☐ Gate and/or Security

☐ Other (specify) _____

☐ Other (specify) _____

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This form jointly approved by:

North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer initials _____ Seller initials **KMP**



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3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: _____.

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: _____

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

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: _____

Date: 9/1/2022

DocuSigned by:

Seller: _____

Kimberly Marie Plotkin

9/1/2022

Date: _____

DocuSigned by:

Seller: _____

Alexander Plotkin

Entity Seller:

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

By: _____

Name: _____

Print Name

Title: _____

Date: _____