

## *A True Gem Nestled between National Forest and the French Broad River!*



**Offered for \$537,000    MLS#4050464**

- \* 2BR/2BA Log Cabin on 5.6 acres
- \* Hand Crafted and Artisan finishes throughout.
- \* Adjacent to beautiful Paint Creek Recreational Area, Pisgah & Cherokee National Forests.
- \* Gentle usable land suitable for gardening.
- \* Fiber Internet Installed



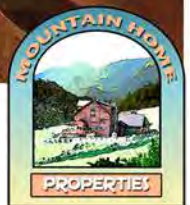
**\* Joint ownership in Private Riverfront Park!**



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

Contact: Steve DuBose - [sdubose@mountaindream.com](mailto:sdubose@mountaindream.com) 828-622-3222

Cindy DuBose - [cdubose@mountaindream.com](mailto:cdubose@mountaindream.com) cell 828-734-9158





# 5744 River Road, Hot Springs, North Carolina 28743

## 5744 River Road, Hot Springs, North Carolina 28743

List Price: **\$537,000**

MLS#: **4050464** Category: **Residential** County: **Madison**  
Status: **ACT** City Tax Pd To: **Hot Springs** Tax Val: **\$302,440**  
Subdivision: **Other** Zoning: Deed Ref: **688/422**  
Zoning Spec: **R-A** Parcel ID: **8841-98-1615+1 + more**  
Legal Desc: **8841-98-1615, 8841-88-8868**  
Aprrx Acres: **5.61** Apx Lot Dim:  
Lot Desc: **Adjoins Nat/State Forest, Private, Riverfront, Wooded**  
Elevation: **1000-1500 ft.**



### General Information

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

### School Information

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

### Building Information

Level	# Beds	FB/HB	HLA	Non-HLA	Beds
Main:	<b>0</b>	<b>0/0</b>	<b>484</b>	<b>0</b>	<b>2</b>
Upper:	<b>1</b>	<b>1/0</b>	<b>484</b>	<b>0</b>	<b>2/0</b>
Third:	<b>0</b>		<b>0</b>	<b>0</b>	<b>2003</b>
Lower:			<b>484</b>	<b>0</b>	<b>No</b>
Bsmt:	<b>1</b>	<b>1/0</b>	<b>0</b>	<b>0</b>	<b>Prop Compl:</b>
2LQt:					<b>Cons Status:</b>
					<b>Builder:</b>
					<b>Model:</b>

Above Grade HLA: **1,452**  
Tot Primary HLA: **1,452**

Additional SqFt:  
Garage SF:

### Additional Information

Prop Fin: **Cash, Conventional**  
Assumable: **No**  
Spcl Cond: **None**  
Rd Respons: **Publicly Maintained Road**  
Addl Parcels: **8841-88-8868**

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

### Room Information

Main	<b>DiningArea</b>	<b>Great Rm</b>
Upper	<b>Bath Full</b>	<b>Prim BR</b>
Bsmnt	<b>Bath Full</b>	<b>Laundry</b>
Lower	<b>Bedroom</b>	

**Kitchen**

**Utility Rm**

### Parking Information

Main Lvl Garage: **No** Garage: **No**  
Covered Sp: **No** Open Prk Sp: **No**  
Driveway: **Asphalt, Gravel**  
Parking Features: **Circular Driveway, Driveway**

# Gar Sp:  
# Assg Sp:  
Prkng Desc:

Carport: **No** # Carport Spc:

### Features

Lot Description: **Adjoins Nat/State Forest, Private, Riverfront, Wooded**  
Waterbody Nm: **French Broad River**

Lake/Wtr Amen: **Covered Structure, Paddlesport Launch Site, Paddlesport Launch Site - Community**  
Doors: **Insulated Door(s)**

View: **Mountain(s), Water**  
Windows: **Insulated Window(s)**  
Fixtures Except: **No**

Laundry: **In Basement**  
Basement Dtls: **Yes/Daylight, Fully Finished, Walk-Out Access, Walk-Up Access**

Foundation: **Basement**  
Fencing:  
Accessibility: **2 or More Access Exits, Door Width 32 Inches or More , Doors-Lever Handle**

Fireplaces: **Yes/Family Room, Fire pit, Wood Burning S**  
2nd Living Qtr: **None**  
Construct Type: **Site Built**

Exterior Cover: **Log**  
Road Surface: **Gravel**  
Roof: **Metal**  
Other Equipmnt: **Fuel Tank, Network Ready**  
Security Feat: **Carbon Monoxide Detector(s)**  
Utilities: **Electricity Connected, Fiber Optics, Propane, Underground Power Lines, Wired Internet Available**  
Appliances: **Dryer, Exhaust Hood, Gas Cooktop, Microwave, Refrigerator, Tankless Water Heater, Washer**  
Interior Feat: **Breakfast Bar, Cathedral Ceiling(s), Entrance Foyer, Open Floorplan, Whirlpool**  
Floors: **Carpet, Tile, Wood**  
Exterior Feat: **Fire pit, Storage Unit**  
Comm Feat: **Cabana, Picnic Area, Recreation Area, Other**

Road Frontage:  
Patio/Porch: **Deck, Front Porch, Rear Porch, Side Porch**  
Other Structure: **Shed(s)**  
Horse Amenities: **None**  
Inclusions:

### Utilities

Sewer: **Septic Installed**  
Heat: **Ductless/Mini-Split System, Woodstove**

Water: **Well Installed**  
Cool: **Ceiling Fan(s), Central Air, Ductless/Mini-Split System, Electric, Heat Pump, Zoned**

Restrictions: **Architectural Review, Building, Deed, Manufactured Home Not Allowed, Short Term Rental Allowed - DB 427 PG. 562**

### Association Information

Subject to HOA: **Required**  
HOA Mangemnt: **River Road Retreat**  
Spc Assess Cnfrm: **No**

Subj to CCRs: **Yes**  
HOA Phone:

HOA Subj Dues: **Mandatory**  
Assoc Fee: **/Annually**

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**Remarks Information**

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Public Rmrks: **Come to the serenity and peace of this log cabin retreat on 5.6 acres with National Forest to your back. A magical, private setting! Includes 1/6th joint ownership of an adjoining 4.9 - acre private riverfront park. Picnic pavilion, tent camp platform, fire pits, meadow and private island. Kayak, raft, tube or canoe from the property! Handcrafted and artisan finishes throughout cabin. Great room with spacious kitchen. Primary suite overlooks scenic mountain setting. 2 BR 2 BA. 4 BR septic system installed so house could be expanded Porch and decks with many sitting areas including fire pit in peaceful woodland setting. Enough space to build three additional income producing cabins! Gentle usable land with room for gardens and fruit trees. Southwest exposure. This property A very special recreational property! 6 miles from the quaint mountain town of Hot Springs. Beautiful Paint Creek with swimming, fly-fishing and mountain biking close by. A true gem and a unique opportunity!**

Directions: **From Asheville, take 19/23 to exit 19A towards Marshall (25/70), Follow 25/70 to a left towards Hot Spring: to stay on 25/70, before crossing the bridge to go into Hot Springs, take a right on River Road, follow to 5744 approximately 6 mi. ahead on right. Last 1.5 miles is a gravel road. Property has a locked gate.**

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**Listing Information**

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DOM: **1**  
UC Dt:

CDOM: **1**  
DDP-End Dt:

Slr Contr:  
LTC:

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The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

MLS#: 4050464  
5744 River Rd, Hot Springs, NC 28743  
Price: \$537,000



Common Private Riverpark



Lazy River in Private River Park



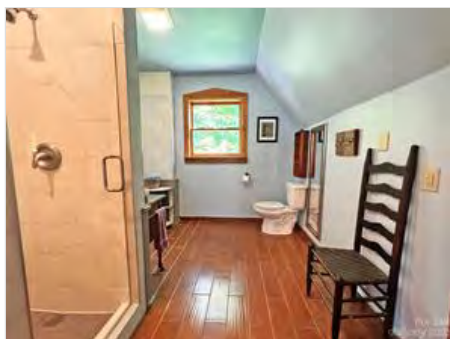
Common Area Riverpark



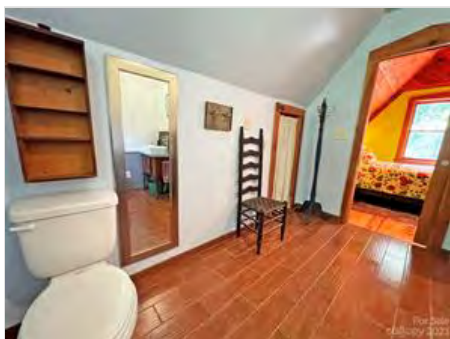




**Upstairs Primary Suite**



**Primary Suite Bath**



**Down to Lower Level**



**Second Bedroom on Lower Level**



**Lower Level Bath**





**Lower Level Terrace**



**Peaceful Porch on Main Level**



**Side yard of cabin**



**Back yard Borders National Forest**



**Additional Lot**



**Additional Lot**



**Shelter on additional joining lot**



**Beautiful Common Riverpark**



**Peaceful Private Riverpark**





**Put in rafts, kayaks, or swim**



**Private Riverpark**



**Tent Platform in private Riverpark**



**Picnic Shelter in private Riverpark**



**Firepit in the Common Private River Park**



**Dudley Falls in Cherokee National Forest a few miles away**





5924 RIVER RD

5925 RIVER RD

*National Forest*

*Common Riverfront Property*

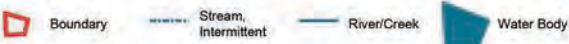
RIVER

5744 RIVER RD

5738 RIVER RD



5744 River Rd.  
North Carolina, 5.61 AC +/-







5924 RIVER RD

5925 RIVER RD

5744 RIVER RD

5738 RIVER RD

RIVER





L 14	S 42°30'37"E	113.28'
L 15	S 48°27'50"E	38.23'

UNITED STATES OF AMERICA  
FOREST SERVICE  
U-2

# LEGEND OF SYMBOLS

- EXISTING MONUMENT
- MONUMENT SET
- EXISTING IRON PIPE OR PIN
- IRON PIPE OR PIN SET
- UNMARKED POINT
- AS INDICATED AT POINT
- \* TREE "TYPE" AS NOTED
- Ⓢ FIRE HYDRANT
- Ⓜ MANHOLE
- Ⓢ WATER METER
- Ⓢ POWER OR TELEPHONE POLE

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

I, \_\_\_\_\_, REVIEW OFFICER  
OF MADISON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH  
THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENT  
FOR RECORDING.

REVIEW OFFICER

DATE

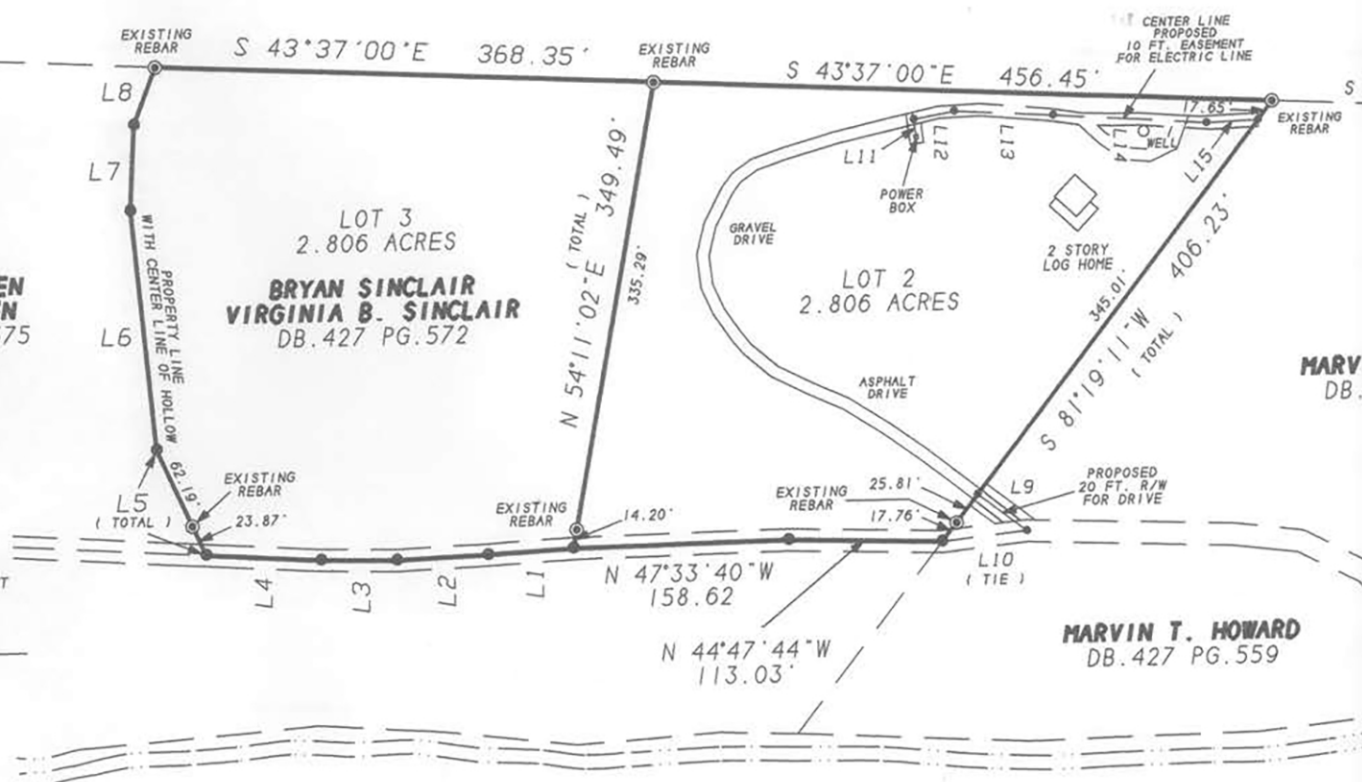
- ( ) a. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND:
- ( ) b. THAT THE SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND:
- (x) c. ANY ONE OF THE FOLLOWING:
  - (1) THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OF MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
  - 2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE, OR
  - 3. THAT THE SURVEY IS A CONTROL SURVEY.
- ( ) d. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION:
- ( ) e. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S

LOT 4  
**PAUL HERCHEN**  
**JAN HERCHEN**  
DB.427 PG.575

LOT 3  
2.806 ACRES  
**BRYAN SINCLAIR**  
**VIRGINIA B. SINCLAIR**  
DB.427 PG.572

LOT 2  
2.806 ACRES

**MARVIN T. HOWARD**  
DB.427 PG.559



← FRENCH BROAD RIVER



SUBDIVISION FOR  
DOROTHEA WHITE BABBNO. 6 TOWNSHIP  
MADISON COUNTY, NORTH CAROLINA

DEED REFERENCE - D.B. 185 PG. 161

NO RECOVERABLE MOGS WITHIN 2000'

PROPERTY SUBJECT TO ALL APPLICABLE EASEMENTS AND RIGHTS OF WAY OF RECORD  
THIS MAP IS NOT TRANSFERABLE, AND MAY NOT BE USED BY ANY OTHER PERSON  
OR ENTITY WITHOUT WRITTEN AUTHORIZATION BY J. GLENN HAYNES  
THE MAP IS PROVIDED FOR THE PARTIES NAMED HEREON.SCALE 1" = 100'  
AUGUST 16, 2001  
PIN # 8841-88-8789NOTE:  
PLAT IS NOT TO SCALE  
HAS BEEN REDUCED TO FIT  
RECORDING SIZE.

LINE	BEARING	DISTANCE
L. 1	S 89°12'23"W	123.40'
L. 2	S 28°22'06"W	116.00'
L. 3	S 60°36'41"W	212.68'
L. 4	N 60°38'54"W	174.89'
L. 5	N 52°24'06"W	106.33'
L. 6	N 47°44'34"W	171.72'
L. 7	N 43°28'15"W	169.24'
L. 8	N 31°19'11"E	177.19'
L. 9	N 44°47'44"W	113.03'
L. 10	N 47°33'40"W	159.62'
L. 11	N 49°53'00"W	63.44'
L. 12	N 48°57'59"W	67.64'
L. 13	N 49°13'17"W	96.60'
L. 14	N 42°54'33"W	84.86'
L. 15	N 19°14'51"E	86.06'
L. 16	N 38°14'34"E	178.89'
L. 17	N 46°57'17"E	62.76'
L. 18	N 64°31'40"E	45.88'
L. 19	N 44°46'56"W	81.56'
L. 20	N 40°34'10"W	62.85'
L. 21	N 37°48'50"W	112.06'
L. 22	N 35°28'04"W	89.06'
L. 23	N 34°32'17"W	47.70'
L. 24	N 84°08'00"W	100.27'

## LEGEND OF SYMBOLS

- ◻ EXISTING MONUMENT
- ◻ MONUMENT SET
- EXISTING IRON PIPE OR PIN
- IRON PIPE OR PIN SET
- UNMARKED POINT
- AS INDICATED AT POINT

## NOTE:

AREAS DETERMINED BY COORDINATE METHOD  
PROPERTY CORNERS MARKED AS NOTED  
PROPERTY LINES NOT MARKED UNLESS NOTED OTHERWISE

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

I, Linda H. Thomas, REVIEW OFFICER  
OF MADISON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH  
THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS  
FOR RECORDING.  
Linda H. Thomas REVIEW OFFICER  
DATE 8-31-01

## STATE OF NORTH CAROLINA COUNTY OF MADISON

THE FOREGOING CERTIFICATE OF \_\_\_\_\_ IS HEREBY CERTIFIED TO BE  
CORRECT, PREPARED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN P.B. 4 PG. 648  
THIS 31st DAY OF Aug, 2001.

REGISTER OF DEEDS Jens Lee Buckner By: Anna Rector, act

I, J. GLENN HAYNES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY  
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION  
(DEED DESCRIPTION RECORDED IN BOOK 185, PAGE 161, ECT. 110083);  
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM  
INFORMATION FOUND IN BOOK 185, PAGE 161; THAT THE DATE OF  
PRECISION AS CALCULATED IS 11/15/00; THAT THIS PLAT WAS PREPARED  
IN ACCORDANCE G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE,  
REGISTRATION NUMBER AND SEAL THIS 31st DAY OF AUG., A.D. 2001.

J. Glenn Haynes  
SURVEYOR  
L-1386  
REGISTRATION NUMBER

HEREBY CERTIFY THAT THIS PLAT WAS REVIEWED AND  
APPROVED BY THE MADISON COUNTY PLANNER FOR RECORDING IN  
THE OFFICE OF THE REGISTER OF DEEDS OF MADISON COUNTY.  
Glenn Haynes MADISON COUNTY PLANNER  
DATE 8/31/2001

NOTE: ISLANDS AS SHOWN ARE  
APPROXIMATE LOCATIONS  
AS SHOWN ON PIN MAP

J. GLENN HAYNES R.L.S.  
BUILDING-A SUITE-105  
31 COLLEGE PLACE  
ASHEVILLE, NORTH CAROLINA  
TELE. (828) 254-9805  
FAX. 254-8907

THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE  
AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT  
REGULATES PARCELS OF LAND.

GEO. BABB 5

E-228



# CERTIFICATE OF COMPLETION

8841-88-8769  
MADISON COUNTY HEALTH DEPARTMENT

Property Owner: Anne V. Branton File: 9315 Phone: 842-7378  
Property Address: 6000 River Road (~) 6 miles up on (Rt) #6000 Drive to top on Rt Date: 10-14-02

140 Health Care Lane  
Marshall, NC 28753  
828-649-3531

Subdivision: \_\_\_\_\_ Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Water Supply: well  
New Septic Tank System ☒ Tank Material: Concrete ☒ Other ☐ Manufacturer: Ancme Liquid Capacity: 1000 gals  
Built In Place Tank: Material \_\_\_\_\_ Inside Dimensions: Length \_\_\_\_\_ Width \_\_\_\_\_ Liquid Depth \_\_\_\_\_ Liquid Capacity \_\_\_\_\_  
Nitrification Field: Square Footage 980' Lines 3 Length 60' - 90' Width 3 Depth of Gravel 0 -  
Other Type Disposal: polystyrene aggregate E2-flow system  
Repair To Existing System ☐ Existing Tank: Yes ☐ No ☐ Material: Concrete ☒ Block ☐ Other ☐ New Tank ☐ Gal. Liquid Capacity \_\_\_\_\_  
Nit. Field: Existing Square Footage \_\_\_\_\_ Square Footage Added \_\_\_\_\_ Total Sq. Footage \_\_\_\_\_ No. Lines \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_

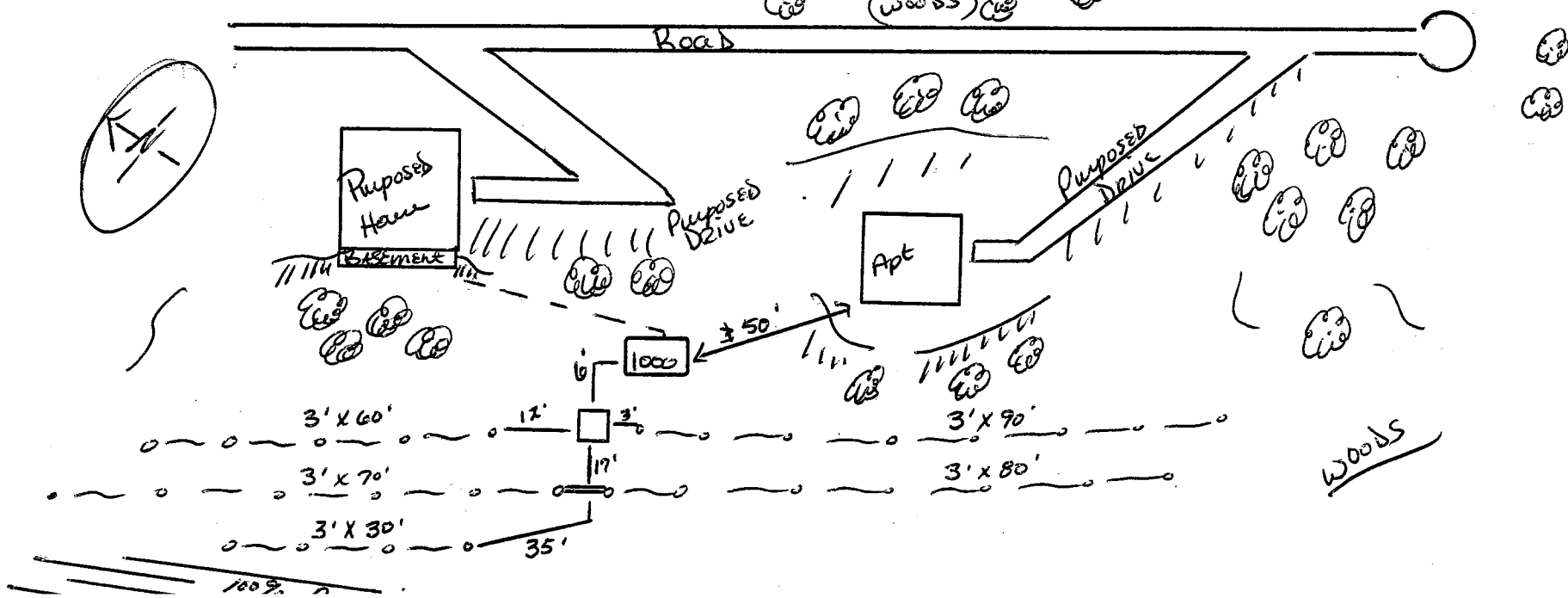
## SYSTEM DESIGNED FOR:

(2) Residence ☐ Bedrooms 2 Mobile Home ☐ Bedrooms \_\_\_\_\_ Other Establishment ☒ Type 2 BR  
Basement: Yes ☒ No ☐

Nearest Distance To Water Supply ± 50' Stream ± 50' Foundation ± 15' Property Line ± 10' Installed By: Excavation Specialist

Remarks: Keep all surface + gutter water away from system. 665-0994

Approved: Yes ☒ No ☐ Sanitarian: Jamie List, R.S. #1408 Notice: This approval is issued subject to all the provisions of Rules and Regulations governing the design, installation, cleaning and use of sewage disposal systems in Madison County, Section 1900 of the North Carolina Administrative Code, and Chapter 130, Article 13E of the General 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 satisfactorily for any given period of time.







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: **5744 River Rd., Hot Springs, NC 28743**

Owner's Name(s): **Riverhill Cabins, LLC**

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: Ethan Eisenbraun

**Riverhill Cabins, LLC**

Date

7/19/23

Owner Signature: \_\_\_\_\_

Date

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

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

Date

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

Date



Property Address/Description: 5744 River Rd., Hot Springs, NC 28743

Cabin on 5.6 acres with common area by the French Broad River

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>2004 + 2005</u><br>Explain if necessary: _____   |                                     |                                     | <input 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 type="checkbox"/> Stone <input type="checkbox"/> Vinyl<br><input 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<br><input type="checkbox"/> Other _____ (Check all that apply)  |                                     |                                     | <input type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? <u>2004</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? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input checked="" type="checkbox"/> Other <u>Mini Splits</u><br>(Check all that apply) Age of system: <u>7 years</u>   |                                     |                                     | <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 checked="" type="checkbox"/> Other <u>Mini Splits</u><br>(Check all that apply) Age of system: _____   |                                     |                                     | <input type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____<br>(Check all that apply)<br>If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input checked="" 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 type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input checked="" type="checkbox"/> Plastic<br><input 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])<br><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?<br><u>2 Residences</u><br>If your answer is "yes," how many bedrooms are allowed? <u>2 BR each</u> <input type="checkbox"/> No records available   | <input checked="" 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 [Signature]

Owner Initials and Date [Signature] 7/19/24

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

Owner Initials and Date \_\_\_\_\_



- |   | 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 checked="" type="checkbox"/> | <input 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?..... <u>electric cable R-O-W driveway easement</u>  | <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"/>               |
| X 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 type="checkbox"/>            | <input checked="" 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 type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> NA |

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

#29\* Common area in floodplain

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?..... <u>HOA payment</u> | <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):

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) Riverhill Golf & Retreat Homeowners Assoc whose regular assessments ("dues") are \$ 500 per lot/year. The name, address and telephone number of the president of the owners' association or the association manager are Elaine Eisenbraun 541 620 0752

• (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 SEE 7/19/23

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

**\*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.**

	<u>Yes</u>	<u>No</u>	<u>No Representation</u>
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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	<input type="checkbox"/>	<input checked="" 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).			
Management Fees.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Master Insurance.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (specify) _____			

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date ESL 7/19/23  
 Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date \_\_\_\_\_



BOOK 427 PAGE 562

FILED in MADISON County, NC on  
May 08 2007 at 04:01:30 PM  
by: Susan Rector  
Register of Deeds

Prepared by and return to:  
Judy Shelton Hager, Attorney at Law  
P.O. Box 669, Marshall, NC 28753

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

RIVER ROAD RETREAT  
Declaration of Protective Covenants,  
Restrictions and Reservations,  
Amended and Restated

This Declaration of Protective Covenants, Restrictions, and Reservations, as amended and restated, made and entered into this the 5th day of May, 2007, by and between Tom Howard (hereinafter "Primary Owner") and Virginia Sinclair f.k.a. Anne Virginia Branton (hereinafter "Additional Owner"), being all the present owners of the lots in River Road Retreat Subdivision and ALL FUTURE PURCHASERS AND OWNERS OF LOTS WITHIN THE SUBDIVISION (hereinafter referred to as "Owners").

WITNESSETH:

Whereas, Dorothea White Babb as Subdivider of the property known as River Road Retreat Subdivision recorded the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS and RESERVATIONS in Deed Book 277, page 542, in the Office of the Register of Deeds, Madison County, North Carolina, on October 5, 2001; and

Whereas, the property governed by the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS and RESERVATIONS was known as River Road Retreat Subdivision and was described as "Lots 2-6 as shown on the Plat of Survey recorded in Plat Book 4, page 648, Madison County Registry"; and

Whereas, Dorothea White Babb sold Lot 2 and a one-fifth undivided interest in the common area of the said subdivision to John Edward Sankey III, and Anne Virginia Branton as described in Deed Book 277, page 626, and in Deed Book 348, page 613, in the aforesaid Registry, with said property subject to the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS and RESERVATIONS, in Deed Book 277, page 542, in the aforesaid Registry; and

Whereas, John Edward Sankey III did convey his interest in Lot 2 to Anne Virginia Branton (Additional Owner) in Deed Book 300, page 737, in the aforesaid Registry, and

WHEREAS, Dorothea White Babb died intestate on April 20, 2002, leaving twenty six maternal first cousin heirs to her estate, and the Administrator of the Estate, having brought suit to sell the land in a special proceeding (04-SP-78) in Madison County, North Carolina, is selling it in a judicial sale to Tom Howard (Primary Owner); and

WHEREAS, the land being sold in special proceeding 04-SP-78 includes Lots 1, 3, 4, 5, and 6 and the four-fifths interest in the common area of 4.679 acres as described in Plat Book 4, page 648, in the aforesaid Registry; and

WHEREAS, the Primary Owner as successor in interest to the Subdivider and as majority lot holder, desires to amend and restate the Declaration of Protective Covenants, Restrictions and Reservations to include Lot 1 in the property governed by the "Declaration," to adjust the interest accordingly which each lot owner shall have in the common area, and to amend, clarify and add to the existing restrictions; and the Additional Owner joins in signing this document to indicate her agreement with the changes as stated; and

WHEREAS, the Primary Owner desires, for the benefit of such property and for the benefit of future purchasers and owners of said lots, that said subdivision property shall be developed and used exclusively as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for the advantage which the Primary Owner will receive from the sale of the lots in the restricted subdivision, the Primary Owner, for himself, and his assigns and successors in title, covenants, and agrees and hereby restates and amends the 2001 Declaration of Protective Covenants, Restrictions and Reservations, restricting the above referred to property as follows:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the 1<sup>st</sup> day of September, 2031, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. All lots in the tract on the plat shall be known and described as single-family residential lots with one house and one guest house allowed. No commercial uses shall be permitted on any lot. The use of the house and/or guest house for rental purposes does not constitute "commercial use."
3. No single- or double-wide trailer, or other forms of mobile home, tent or shack, erected on these lots shall be used at any time as a temporary or permanent residence. This covenant shall not prevent the parking of a recreational vehicle on any lot so long as the vehicle is not being utilized as a residence of any type. The plans for all buildings of any type must be submitted to a structural review committee comprised of all lot owners, and must be approved by a majority of lot owners. Any lot owner who owns more than one lot still has only one vote on the structural review committee.




4. Lot 1 may be subdivided once, but Lots 2 – 6 may not be subdivided. If Lot 1 is subdivided, both resulting lots shall be subject to these covenants.
5. No building shall be placed on any lot so that any portion which extends more than one (1) foot above the ground shall be closer to any side lot line than fifty (50) feet. A majority of lot owners may waive this setback requirement for the reasonable use of any lot upon written application of the lot owner seeking to have the setback requirement waived.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No junk cars shall remain on the property.
7. No obnoxious or offensive activity shall be carried on upon any lot or upon the subdivision common area (the 4.679 acres riverfront area), nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The discharge of firearms is specifically prohibited. The owners of the subdivision lots shall share the undivided possession, use, benefit, and enjoyment of the subdivision common area. Each existing lot and any future lots created by the subdivision of Lot 1 will receive an equal share of the ownership of the riverfront common area of River Road Retreat.
8. There is hereby created a River Road Retreat Property Owners Association among the current owners and future owners of the subdivision lots; and each of said owners, subject to the restrictions of said Subdivision as restricted by the original Subdivider and amended and restated in these current covenants, shall have one (1) vote per lot at the meetings of said Association subject to the provisions below. Meetings of said Association shall be held annually or at such other times as may be necessary for the maintenance and care of the subdivision common area and any other common maintenance problems. The annual meetings shall be held each June. After the first meeting which shall be called by the Primary Owner as successor to the Subdivider, the Chairman of the Property Owners Association shall notify all Owners of the date, time and place of any meetings, in writing, within thirty (30) days prior to said meeting. At the first of such meetings, the Owners shall adopt bylaws for the Property Owners Association and shall elect by majority vote an executive committee of three (3) members. The executive committee shall then elect from among the three a chairman. The executive committee and chairman shall serve for a period of one (1) year and shall be responsible for determining the extent and cost of reasonable maintenance and upkeep of the subdivision common area for the following year. The cost of maintenance and upkeep shall be shared equally among the lot owners (including, but not limited to, costs of land clearing, landscaping, fencing, gating, and constructing of a pavilion with tables, grill, and fire pit, as decided by the River Road Retreat Property Owners Association). Each lot owner's share of the annual cost, including any property taxes levied on the subdivision area, shall be due and payable on September 1<sup>st</sup> of that year. The failure to pay the assessed costs when due and payable shall result in the placing of a lien upon the property of the delinquent owner for such costs as provided for by North Carolina law.
9. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to

recover damages. Any persons owning any real property interest within the Subdivision shall have standing to bring an action, in addition to the Property Owners Association.

10. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The Primary Owner, as successor in interest to the Subdivider, hereby warrants that he and the Additional Owner are the owners of the Subdivision above-referred-to and that they have a good and sufficient right to execute these restrictive covenants.

IN TESTIMONY WHEREOF, the Primary Owner of the Subdivision and the Additional Owner have hereunto set their hands and seals, this the 8<sup>th</sup> day of May, 2007.

  
Tom Howard

  
Virginia Sinclair f.k.a. Anne Virginia Branton

STATE OF North Carolina  
COUNTY OF Madison

I certify that the following person appeared before me this day, and (I have personal knowledge of the identity of the principal) or (I have seen satisfactory evidence of the principal's identity, by a current state or federal identifications with the principal's photograph in the form of a TNPL) or (a credible witness has sworn to the identity of the principal); each acknowledging to me that he or she voluntarily signed the foregoing document of the purpose state therein and in the capacity indicated: Tom Howard.

DATE: 5/8/07

Official SEAL/STAMP)

 (SEAL)  
NOTARY PUBLIC

(print name here) ANNE SCHNEIDER  
My commission expires: 10/16/2010







# 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 checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials			<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials		<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

## 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: **5744 River Rd., Hot Springs, NC 28743**

Owner's Name(s): **Riverhill Cabins, LLC**

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: Elaine S. Eisenbraun **Riverhill Cabins, LLC** Date 7/19/2023  
DocuSigned by: FE123F54D51943E...

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

REC 4.25

1/1/15