

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: Chestnut Walk (4.5 Acre Meadow), Waynesville, NC 28786

Buyer: _____

Seller: **William G Hatcher Jr**

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): Chestnut Walk HOA whose regular assessments ("dues") are \$ 180.00 per Year/House. The name, address and telephone number of the president of the owners' association or the association manager are: HOA President is William Hatcher, (706) 951-5535

Owners' association website address, if any: _____

☒ (specify name): Chestnut Walk HOA whose regular assessments ("dues") are \$ 75.00 per year/vacant lot. The name, address and telephone number of the president of the owners' association or the association manager are: HOA President is William Hatcher, (706) 951-5535

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 | ☐ Street Lights |
| ☐ Real Property Taxes on the Common Areas | ☐ Water |
| ☒ Casualty/Liability Insurance on Common Areas | ☐ Sewer |
| ☐ Management Fees | ☒ Private Road Maintenance |
| ☐ Exterior Building Maintenance | ☐ Parking Area Maintenance |
| ☐ Exterior Yard/Landscaping Maintenance | ☐ Common Areas Maintenance |
| ☐ Trash Removal | ☐ Cable |
| ☐ Pest Treatment/Extermination | ☐ Internet service |
| ☐ Legal/Accounting | ☐ Storm Water Management/Drainage/Ponds |
| ☐ Recreational Amenities (specify): _____ | ☐ Gate and/or Security |

☐ Other (specify) _____

☐ Other (specify) _____

Page 1 of 2



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

Buyer initials _____ Seller initials WGH



STANDARD FORM 2A12-T
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© 7/2024

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except: **None**

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: **None**

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: **None**

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.

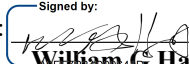
IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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: _____

Date: 4/10/2025

Buyer: _____

Seller: 
William G. Hatcher Jr

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

Entity Seller: _____

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

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

By: _____

By: _____

Name: _____
 Print Name

Name: _____
 Print Name

Title: _____

Title: _____

Date: _____

Date: _____

VACANT LAND DISCLOSURE STATEMENT

Note: Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: **Chestnut Walk (4.5 Acre Meadow), Waynesville, NC 28786**

Buyer: _____

Seller: **William G Hatcher Jr**

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

A. Physical Aspects

Yes	No	NR
-----	----	----

- | | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 1. Non-dwelling structures on the Property | ☒ | ☐ | ☐ |
| If yes, please describe: Garage, Potting Shed, Sales Office | | | |
| 2. Current or past soil evaluation test (agricultural, septic, or otherwise)..... | ☐ | ☒ | ☐ |
| 3. Caves, mineshafts, tunnels, fissures or open or abandoned wells | ☐ | ☒ | ☐ |
| 4. Erosion, sliding, soil settlement/expansion, fill or earth movement | ☒ | ☐ | ☐ |
| 5. Communication, power, or utility lines..... | ☒ | ☐ | ☐ |
| 6. Pipelines (natural gas, petroleum, other)..... | ☐ | ☒ | ☐ |
| 7. Landfill operations or junk storage | ☐ | ☒ | ☐ |
| ☐ Previous ☐ Current ☐ Planned ☐ Legal ☐ Illegal | | | |
| 8. Drainage, grade issues, flooding, or conditions conducive to flooding | ☐ | ☒ | ☐ |
| 9. Gravesites, pet cemeteries, or animal burial pits..... | ☐ | ☒ | ☐ |
| 10. Rivers, lakes, ponds, creeks, streams, dams, or springs..... | ☒ | ☐ | ☐ |
| 11. Well(s)..... | ☐ | ☒ | ☐ |
| ☐ Potable ☐ Non-potable Water Quality Test? ☐ yes ☐ no | | | |
| depth _____; shared (y/n) _____; year installed _____; gal/min _____ | | | |
| 12. Septic System(s)..... | ☐ | ☒ | ☐ |
| If yes: Number of bedrooms on permit(s) _____ | | | |
| Permit(s) available? ☐ yes ☐ no ☐ NR | | | |
| Lift station(s)/Grinder(s) on Property? ☐ yes ☐ no ☐ NR | | | |
| Septic Onsite? ☐ yes ☐ no ☐ Details: _____ | | | |
| Tank capacity _____ | | | |
| Repairs made (describe): _____ | | | |
| Tank(s) last cleaned: _____ | | | |
| If no: Permit(s) in process? ☐ yes ☐ no ☐ NR | | | |
| Soil Evaluation Complete? ☐ yes ☐ no ☐ NR | | | |
| Other Septic Details: _____ | | | |



Yes	No	NR
-----	----	----

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... ☒ ☐ ☐
If yes, please describe: Quarry approx .5 miles SW of property

B. Legal/Land Use Aspects

- | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 1. Current or past title insurance policy or title search..... | ☐ | ☒ | ☐ |
| 2. Copy of deed(s) for property..... | ☒ | ☐ | ☐ |
| 3. Government administered programs or allotments..... | ☐ | ☒ | ☐ |
| 4. Rollback or other tax deferral recaptures upon sale..... | ☐ | ☒ | ☐ |
| 5. Litigation or estate proceeding affecting ownership or boundaries..... | ☐ | ☒ | ☐ |
| 6. Notices from governmental or quasi-governmental authorities related to the property.. | ☐ | ☒ | ☐ |
| 7. Private use restrictions or conditions, protective covenants, or HOA..... | ☒ | ☐ | ☐ |
| If yes, please describe: <u>See Owners Association Disclosure</u> | | | |
| 8. Recent work by persons entitled to file lien claims..... | ☐ | ☒ | ☐ |
| If yes, have all such persons been paid in full | ☐ | ☒ | ☐ |
| If not paid in full, provide lien agent name and project number: _____ | | | |
| 9. Jurisdictional government land use authority: | | | |
| County: <u>Haywood</u> | | | |
| City: <u>Waynesville (outside of city limits)</u> | | | |
| 10. Current zoning: <u>None</u> | | | |
| 11. Fees or leases for use of any system or item on property | ☐ | ☒ | ☐ |
| 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... | ☐ | ☒ | ☐ |
| 13. Access (legal and physical) other than by direct frontage on a public road | | | |
| Access via easement..... | ☒ | ☐ | ☐ |
| Access via private road | ☒ | ☐ | ☐ |
| If yes, is there a private road maintenance agreement? ☒ yes ☐ no | | | |
| 14. Solar panel(s), windmill(s), cell tower(s)..... | ☐ | ☒ | ☐ |
| If yes, please describe: _____ | | | |

C. Survey/Boundary Aspects

- | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Current or past survey/plat or topographic drawing available..... | ☒ | ☐ | ☐ |
| 2. Approximate acreage: <u>4.5</u> | | | |
| 3. Wooded Acreage <u>2</u> ; Cleared Acreage <u>2.5</u> | | | |
| 4. Encroachments..... | ☐ | ☒ | ☐ |
| 5. Public or private use paths or roadways rights of way/easement(s)..... | ☒ | ☐ | ☐ |
| Financial or maintenance obligations related to same | ☒ | ☐ | ☐ |
| 6. Communication, power, or other utility rights of way/easements | ☒ | ☐ | ☐ |
| 7. Railroad or other transportation rights of way/easements..... | ☐ | ☒ | ☐ |
| 8. Conservation easement | ☐ | ☒ | ☐ |
| 9. Property Setbacks..... | ☐ | ☐ | ☒ |
| If yes, describe: <u>Unknown</u> | | | |
| 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... | ☐ | ☒ | ☐ |
| 11. Septic Easements and Repair Fields | ☐ | ☒ | ☐ |
| 12. Any Proposed Easements Affecting Property..... | ☐ | ☒ | ☐ |
| 13. Beach Access Easement, Boat Access Easement, Docking Permitted..... | ☐ | ☒ | ☐ |
| If yes, please describe: _____ | | | |

D. Agricultural, Timber, Mineral Aspects

	Yes	No	NR
1. Agricultural Status (e.g., forestry deferral)	☐	☒	☐
2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.).....	☐	☒	☐
If yes, describe in detail:			
3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)	☐	☒	☐
If yes, describe in detail:			
4. Farming on Property: ☐ owner or ☐ tenant	☐	☒	☐
5. Presence of vegetative disease or insect infestation.....	☐	☐	☒
6. Timber cruises or other timber related reports.....	☐	☒	☐
7. Timber harvest within past 25 years	☐	☒	☐
If yes, monitored by Registered Forester?			
If replanted, what species:			
Years planted:			
8. Harvest impact (other than timber)	☐	☒	☐
If yes, describe in detail:			

E. Environmental Aspects

1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s).....	☐	☒	☐
2. Underground or above ground storage tanks	☒	☐	☐
If yes, describe in detail:			
3. Abandoned or junk motor vehicles or equipment of any kind.....	☐	☒	☐
4. Past illegal uses of property (e.g., methamphetamine manufacture or use).....	☐	☒	☐
5. Federal or State listed or protected species present.....	☐	☒	☐
If yes, describe plants and/or animals:			
6. Government sponsored clean-up of the property	☐	☒	☐
7. Groundwater, surface water, or well water contamination ☐ Current ☐ Previous ...	☐	☒	☐
8. Previous commercial or industrial uses.....	☐	☒	☐
9. Wetlands, streams, or other water features	☒	☐	☐
Permits or certifications related to Wetlands			
Conservation/stream restoration.....			
10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)	☐	☒	☐
If yes, describe in detail:			
11. The use or presence on the property, either stored or buried, above or below ground, of:			
i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material	☐	☒	☐
If yes, describe in detail:			
ii. Other fuel/chemical.....	☐	☒	☐
iii. Paint ☐ Lead based paint ☐ Other paint/solvents	☐	☒	☐
iv. Agricultural chemical storage	☐	☐	☐

F. Utilities

Check all currently available on the Property and indicate the provider.

☒	Water (describe): Town of Waynesville (for platted lots)
☒	Sewer (describe): Town of Waynesville (for platted lots)
☐	Gas (describe):
☒	Electricity (describe): Duke Energy
☐	Cable (describe):

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Date: _____