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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: **Lot 79 Couch Mountain, Fletcher, 28732**

Buyer: _____

Seller: **Juliet Lynn Rains, Trustee of Juliet Lynn Rains Revocable Trust**

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. Except with regard to Confirmed Special Assessments, 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): Couch Mountain Homeowner's Association whose regular assessments ("dues") are $ 2,145.00 per year. The name, address and telephone number of the president of the owners' association or the association manager are: Tim Knapp, 501 Mountain Grove Lane, Fletcher, NC 28732 704-456-8898 .

Owners' association website address, if any: www.livingonthecouch.com.

☐ (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	☐ 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) _____

REALTOR®

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

DS

Buyer initials _____ _____ Seller initials _____ _____

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A12-T
Revised 7/2021
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Nest Realty Asheville, 339 Merrimon Ave Asheville NC 28801 Phone: **8287076986** Fax: **Lot 79 Couch**
Alison Hirt Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

3. As of this date, there are no other dues, fees or Special Assessments, Confirmed or Proposed, 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: _____ Date: _____

Buyer: _____ Seller: _____
Juliet Lynn Rains, Trustee of Juliet Lynn Rains Revocable Trust

Date: _____ Date: _____

Buyer: _____ Seller: _____

Entity Buyer:

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

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Entity Seller:

Juliet Lynn Rains, Trustee of Juliet Lynn Rains Revocable Trust
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: DocuSigned by: Juliet Rains EB2C0BDAF73D467...

Name: **Juliet Lynn Rains**
Print Name

Title: Trustee

Date: 5/31/2022

STANDARD FORM 2A12-T
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