

OWNERS' ASSOCIATION DISCLOSURE AND ADDENDUM

(If the Property is part of a Development that is a condominium, this form should be used for resale only)

Property: 1324 Rosehill Dr Waxhaw, NC 28173

Buyer:

Seller:


David R Nicholson
Dawn M Nicholson

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): Oak Grove Farms HOA  whose regular assessments ("dues") are \$ 4,200.00 600.00 per Year. The name, address and telephone number of the president of the owners' association or the association manager are:

Doug Pentek, President and Clara Harrison, Secretary and Treasurer

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)

- | | |
|--|---|
| <input type="checkbox"/> Master Insurance Policy Including All Units | <input checked="" type="checkbox"/> Street Lights |
| <input checked="" type="checkbox"/> Real Property Taxes on the Common Areas | <input checked="" type="checkbox"/> Water <u>LANDSCAPE ENTRANCE</u> |
| <input checked="" type="checkbox"/> Casualty/Liability Insurance on Common Areas | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Management Fees | <input type="checkbox"/> Private Road Maintenance |
| <input type="checkbox"/> Exterior Building Maintenance | <input type="checkbox"/> Parking Area Maintenance |
| <input checked="" type="checkbox"/> Exterior Yard/Landscaping Maintenance | <input checked="" type="checkbox"/> Common Areas Maintenance |
| <input type="checkbox"/> Trash Removal | <input type="checkbox"/> Cable |
| <input type="checkbox"/> Pest Treatment/Extermination | <input type="checkbox"/> Internet service |
| <input checked="" type="checkbox"/> Legal/Accounting | <input type="checkbox"/> Storm Water Management/Drainage/Ponds |
| | <input checked="" type="checkbox"/> Gate and/or Security |

☐ Recreational Amenities (specify): _____



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

Page 1 of 2



STANDARD FORM 2A12-T
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Buyer initials _____ Seller initials 

PREPARED BY: Julie Breedlove, Realtor / Broker 8/1/2011 6:40:04 P.M.
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☐ Other (specify) _____

☐ Other (specify) _____

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:

NA

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:

NA

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 agrees, upon Buyer's request, to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, at Seller's expense, copies of any documents relating to the Development in possession of or reasonably available to Seller, including but not limited to:

- the face cover sheet from the Development's master insurance policy showing the total coverage amount and the deductible amount,
- the recorded Declaration and Restrictive Covenants of the Development
- the Rules and Regulations of the Development
- the Articles of Incorporation
- Bylaws of the owners' association
- Rules and Regulations of the owners' association
- the current Financial Statement and budget of the owners' association
- any parking information for the Development
- Architectural Guidelines

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

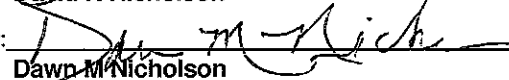
IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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.

Buyer: _____ (SEAL) Date: _____

Seller:  _____ (SEAL) Date: 8/5/11

David R Nicholson

Seller:  _____ (SEAL) Date: 8-5-11

Dawn M Nicholson