

NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 502 Cycle Ln, Dallas, NC 28034

Owner's Name(s): AMERICAN IRA LLC BY, JOSEPH D WATSON JR

North Carolina law <u>N.C.G.S. 47E</u> requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N
 and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional
 misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply
 does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: "Dwelling" means any structure intended for human habitation, "Property" means any structure intended for human habitation and the tract of land, and "Not Applicable" means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed

by a broker even after repairs are made.

Carla Howell

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer InitialsBuyer Initials	Owner Initials Owner Initials			REC 4.22 REV 5/24	1
Coldwell Banker Carver-Pressley Realton	s, 100 N Main St Suite 110 Belmont NC 28012	Phone: 704-266-5060	Fax:	50	2 Cycle Li

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SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	y es	NO	NK				
A1. Is the property currently owner-occupied? Date owner acquired the property: If not owner-occupied, how long has it been since the owner occupied the property?			X				
A2. In what year was the dwelling constructed?			X				
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?			X				
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) Brick Veneer Vinyl Stone Fiber Cement Synthetic Stucco Composition/Hardboar Concrete Aluminum Wood Asbestos Other			X				
A5. In what year was the dwelling's roof covering installed?			X				
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?			X				
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?			X				
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?			X				
A9. Is there a problem, malfunction, or defect with the dwelling's: NA Yes No NR Foundation X Windows X Attached Gard Slab X Doors X Fireplace/Chim Patio X Ceilings X Interior/Exterior War Floors X Other: Explanations for questions in Section A (identify the specific question for each explanation):	age 🔲	Yes	No NR				
SECTION B. HVAC/ELECTRICAL							
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?			X				
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?			X				
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) Furnace [# of units] Year: Heat Pump [# of units] Year: Other: Year:							
Buyer Initials Owner Initials Owner Initials Owner Initials Owner Initials Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com		REC 4.2 REV 5/2 502 Cycle	24 2				
www.iwoii.com		Jon Cycle					

	Yes	No	NR					
B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)			X					
Central Forced Air: Year: Wall/Windows Unit(s): Year: Other: Year:	ri.							
B5. What is the dwelling's fuel source? (Check all that apply) Electricity Natural Gas Solar Propane Oil Other:			X					
Explanations for questions in Section B (identify the specific question for each explanation):								
SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC								
	Yes	No	NR					
C1. What is the dwelling's water supply source? (Check all that apply) City/County Shared well Community System Private well Other:			X					
If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).								
Quality Pressure Quantity								
If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test?								
C2. The dwelling's water pipes are made of what type of material? (Check all that apply) Copper Galvanized Plastic Polybutylene Other:			X					
C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) Gas: Solar: Other:								
C4. What is the dwelling's sewage disposal system? (Check all that apply) Septic tank with pump community system Septic tank Connected to City/County System City/County system available Other: Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.			X					
If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? No Records Available Date the septic system was last pumped:	em							
C5. Is there a problem, malfunction, or defect with the dwelling's:	***	NIP.						
NA Yes No NR Septic system Sewer system Water supply (water quality, quantity, or pressure) NA Yes No NR Plumbing system (pipes, fixtures, water heater, etc.) Water supply (water quality, quantity, or pressure)								
Explanations for questions in Section C (identify the specific question for each explanation):								
Initial Const								
Buyer Initials Owner Initials Owner Initials		REC 4.2 REV 5/2	2					

SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? Date of last maintenance service:									Yes	No	NF X	\							
D2. Is there a p	roble	em, n	nalfu	nctio	n, or defe	ct wi	ith the	e dw	elling	's:	-								
Attic fan, exhaust fan, ceiling fan Elevator system or component Appliances to be conveyed Explanations for	NA	Yes	No	NR X X	Irrigation system Pool/hot tub /spa V cable wirin or satellite dis	NA □ g □ sh	Yes	No	NR X X	Sump pump Gas logs Central vacuum		Yes	No □ □ cxpla	X X X	S	ge Doo system ecurity system Other:		No	NR X X
	70.70						L	AND		NING			alam a	1122 30		Yes	No	NF	
E1. Is there a property?	obler	n, m	alfun	ction	, or defect	with	the o	drain	age, g	rading, o	r soi	l stab	ility	of the				X	
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)												X							
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?													X						
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?																			
E5. Does the pro	opert	y abi	ut or	adjo	in any priv	vate	road(s) or	street	t(s)?								X	
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? NA																			
Explanations for questions in Section E (identify the specific question for each explanation):																			
F1. Is there haze radon gas, methe which otherwise	ane g e affe	as, le	ead-b e pro	ased perty	stance, ma paint) that /?	teria	RON	MEI prode	uct (s	L/FLOC uch as as t safety st	beste	os, fo			e,	Yes	No	NR X	₹
Buyer Initials Owner Initials REC 4.22									4										

F2. Is there an environmental monitoring or mitigation device or system located on the property?	Yes	No	NR X					
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?			X					
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?			X					
F5. Is the property located in a federal or other designated flood hazard zone?			X					
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?			X					
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?			X					
F8. Is there a current flood insurance policy covering the property?			X					
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?			X					
F10. Is there a flood or FEMA elevation certificate for the property?			X					
insurance can result in an owner being ineligible for future assistance. Explanations for questions in Section F (identify the specific question for each explanation):								
SECTION G. MISCELLANEOUS	Yes	No	NR					
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?		No	X					
G2. Is the property subject to a lease or rental agreement?			X					
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?								
Explanations for question in Section G (identify the specific question for each explanation):								
Buyer Initials Owner Initials Owner Initials Owner Initials Owner Initials		REC 4.2	_					

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

H1. Is the property subject to regulation by	one or more owners' association(s) including	g, but not	Yes	No	NR X
limited to, obligations to pay regular assess			_	_	_
	quested below as to each owners' association	to which			
the property is subject [insert N/A into any					
a. (specify name)	whose regular assessments ("	dues") are			
\$					
	website of the president of the owners' associate	tion or the			
association manager are:					
	whose regular assessments ("	'dues") are			
\$per	Transport of the Control of the Cont	1 - 6 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			
The name, address, telephone number, and vassociation manager are:	website of the president of the owners' associate	tion or the			
c Are there any changes to dues fees or spe	ecial assessment which have been duly approv	red and to			
which the lot is subject?	colar assessment which have been dury approv	cu and to			
	dues, fees, or special assessments to which the	nronerty			
is subject:		property			
					.
	tion or by the association's management comp	pany in			X
connection with the conveyance or transfer					
if yes, state the amount of the fees:					
H3. Is there any unsatisfied judgment agains	st, pending lawsuit, or existing or alleged viola	tion of the			X
association's governing documents involving	ng the property?				
If "yes," state the nature of each pending la	wsuit, unsatisfied judgment, or existing or all	leged			
violation:					
H4. Is there any unsatisfied judgment or pe	ending lawsuits against the association?				X
If "yes," state the nature of each unsatisfied			Ш		
ir yes, state the nature of each unsatisfied	I judgment of pending lawsuit.				
Explanations for questions in Section $oldsymbol{H}$ (i	identify the specific question for each explar	nation):			

		4			
	this Disclosure Statement before signing and	d that all in	ıformatic	n is tru	ie and
correct to the best of their knowledge also f th	ne date signed.				
Owner Signature:	AMERICAN IRA LLC BY , JOSEPH D	Date 9/1	2/2024		
					_
Owner Signature:		_ Date			
Buyers(s) acknowledge(s) receipt of a copy of	f this Disclosure Statement and that they have	reviewed it b	efore sig	ning.	
Buyer Signature:		Date			_
					_

REC 4.22 REV 5/24



Buyer Initials

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 singlefamily 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.
- You must respond to each of the following by placing a check $\sqrt{}$ 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:

1. Mineral rights were severed from the property by a previous owner.

2 Collar has severed the mineral wights from the severet

Buyer Initials	2. Sener has severed the mineral rights from the property.	Ш	X	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		X	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.			X
Buyer Initials	5. Seller has severed the oil and gas rights from the property.		X	
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		X	
purchase the may under of you must pe calendar day whichever of transaction of	does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the property, or exercise an option to purchase the property pursuant to a lease we sertain conditions cancel any resulting contract without penalty to you as the pursonally deliver or mail written notice of your decision to cancel to the owner or so following your receipt of this Disclosure Statement, or three calendar days following your receipt of this Disclosure Act permit you to cancel a or (in the case of a sale or exchange) after you have occupied the property, whichever the Court of the property of the	rith an oper chaser. To the owner lowing the contract a	tion to purch o cancel the cr's agent with e date of the after settleme	ase, you contract, hin three contract,
	MERICAN IRA LLC BY , JOSEPH D WATSON JR			
	ge having examined this Disclosure Statement before signing and that all in			d correct as of t
Owner Signature:		Date _		
	ledge receipt of a copy of this Disclosure Statement; that they have examined ranty by owner or owner's agent; and that the representations are made by			
Purchaser Signature:	•	Date _		
		Date _		
				REC 4. 1/1/

Yes

20

No Representation

X

Property: 502 Cycle Ln, Dallas, NC 28034



LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Seller: AMERICAN IRA LLC BY, JOSEPH D WATSON JR								
Buyer:								
This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.								
During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.								
*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.								
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards								
Lead Warning Statement Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.								
Seller's Disclosure (initial)								
Presence of lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).								
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the Seller (check one) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).								
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.								
Buyer's Acknowledgement (initial) (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any. (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home. (e) Buyer (check one below): Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.								
Page 1 of 2 This form jointly approved by: North Carolina Bar Association's Real Property Sectional North Carolina Association of REALTORS®, Inc. Buyer Initials Seller Initials								

Agent's Acknowledgment (initial)

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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: AMERICAN IRA LLC BY , JOSEPH D WATSON JR
Date:	Date:
Buyer:	Seller:
Entity Buyer:	Entity Seller: AMERICAN IRA
(Name of LLC/Corporation/Partnership/Trust/etc.) By:	(Name of LLC/Corporation of Partyrership/Trust/etc.) By:
Name:Print Name	N
Title:	Title: OWNER Print Name
Date:	9/12/2024 Date:
Selling Agent:	Listing Agent:
Date:	Date: CARLA HOWELL

PRIMARY PROPERTY ADDRESS

502 CYCLE LN, DALLAS, NC 28034

PROPERTY INFORMATION

CITY LIMITS: ETJ: NOT IN ETJ

POLICE DISTRICT: GASTON COUNTY

FIRE DISTRICT: AG CENTER

SPECIAL FLOOD HAZARD AREA:
LOCAL WATERSHED: RATTLE SHOALS &

SOUTH FORK

CENSUS TRACT: 304.01

TAX VALUES

MARKET LAND VALUE: \$45,570
MARKET IMPR. VALUE: \$81,410
MARKET VALUE: \$126,980
FARM DISCOUNT: NO

EXEMPT: NO

TAXABLE VALUE: \$126,980

TAX INFORMATION

PARCEL #: 168512 PIN #: 3548171220

CURRENT OWNERS: AMERICAN IRA LLC MAILING ADDRESS: 135 BROAD ST ,

ASHEVILLE, NC 28801-1985

NBHD #: 2D011

NBHD NAME: NORTHWEST DALLAS 2D TOWNSHIP: DALLAS TOWNSHIP

LEGAL DESC: COLUMBUS SMITH L 14-37

13 062 027 00 000

DEED BOOK: 4780 **PAGE:** 0878 **DEED RECORDING DATE:** 4/30/2015

SALES AMOUNT: \$182,500 PLAT BOOK: 010 PAGE: 137 STRUCTURE TYPE: BUNGALOW

YEAR BUILT: 1935 SQUARE FOOTAGE: 1080 VACANT: IMPROVED BASEMENT: NO

BED: 2 BATH: 1 HALF-BATH: 0

MULTI-STRUCTURES: YES

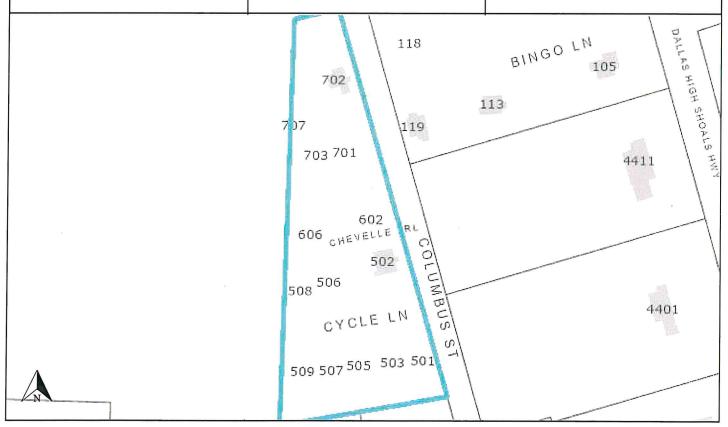
ACREAGE: 2.15 TAX CODE: 270

TAX DISTRICT: AG. CENTER FD VOLUNTARY AG DISTRICT: NO PROPERTY USE: COMMERCIAL









Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2023. - **Document created for printing on September 04, 2024**