

STATE OF NORTH CAROLINA  
RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. G. S. 47E requires owners of residential real estate (single-family homes and buildings with up to four dwelling units) to furnish purchasers a property 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 (unless the tenant is already occupying or intends 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 check one of the boxes for each of the 20 questions on the second page of this form.
  - a. If you check "Yes" for any question, you must describe the problem or attach a report from an 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 have no duty to disclose the conditions or characteristics of the property, even if you should have known of them.
  - d. If you check "Yes" or "No" and something happens to the property to make your Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the purchaser a corrected Statement or correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you are still responsible for completing and delivering the Statement to the purchasers, and the broker or salesperson must disclose any material facts about your property which they know or reasonably should know, regardless of your responses on the Statement.
4. You must give the completed Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property. If you do not, the purchaser can, under certain conditions, cancel any resulting contract (See "Note to Purchasers" below). You should give the purchaser a copy of the Statement containing your signature and keep a copy signed by the purchaser for your records.

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Note to Purchasers: If the owner does not give you a Residential Property Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract and be entitled to a refund of any deposit monies you may have paid. To cancel the contract, you must personally deliver or mail written notice of your desire to cancel to the owner or the owner's agent within three calendar days following your receipt of the 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

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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: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

*Owner(s) acknowledge having examined this statement before signing and that all information is true and correct as of the date signed.*

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's 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; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain their own inspection from a licensed home inspector or other professional.*

Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address/Description: \_\_\_\_\_

[Note: In this form, "property" refers only to dwelling unit(s) and not sheds, detached garages or other buildings.]

Regarding the property identified above, do you know of any problem (malfunction or defect) with any of the following:

	Yes*	No	No Repr sentation
1. 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?.....	___	___	___
a. Siding is: ___Masonry ___Wood ___Composition/Hardboard ___Vinyl ___Synthetic Stucco ___Other			
b. Approximate age of structure _____			
2. ROOF (leakage or other problem)?.....	___	___	___
3. WATER SEEPAGE, LEAKAGE, DAMPNES OR STANDING WATER in the basement, crawl space or slab?.....	___	___	___
4. ELECTRICAL SYSTEM (outlets, wiring, panel, switches, fixtures, etc.)?.....	___	___	___
5. PLUMBING SYSTEM (pipes, fixtures, water heater, etc.)?.....	___	___	___
6. HEATING AND/OR AIR CONDITIONING?.....	___	___	___
a. Heat Source is: ___Furnace ___Heat Pump ___Baseboard ___Other.....			
b. Cooling Source is: ___Central Forced Air ___Wall/Window Unit ___Other.....			
c. Fuel Source is: ___Electricity ___Natural Gas ___Propane ___Oil ___Other.....			
7. WATER SUPPLY (including water quality, quantity and water pressure)?.....	___	___	___
a. Water supply is: ___City/County ___Community System ___Private Well ___Other.....			
b. Water pipes are: ___Copper ___Galvanized ___Plastic ___Other ___Unknown.....			
8. SEWER AND/OR SEPTIC SYSTEM?.....	___	___	___
a. Sewage disposal system is: ___Septic Tank ___Septic Tank with Pump ___Community System ___Connected to City/County System ___City/County System available ___Straight pipe(wastewater does not go into a septic or other sewer system (note: use of this type of system violates state law) ___Other.....			
9. BUILT-IN APPLIANCES (RANGE/OVEN, ATTACHED MICROWAVE, HOOD/FAN, DISHWASHER, DISPOSAL, etc.)?.....	___	___	___

Also regarding the property identified above, including the lot, other improvements, and fixtures located thereon, do you know of any:

10. PROBLEMS WITH PRESENT INFESTATION, OR DAMAGE FROM PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS which has not been repaired?.....	___	___	___
11. PROBLEMS WITH DRAINAGE, GRADING OR SOIL STABILITY OF LOT?.....	___	___	___
12. PROBLEMS WITH OTHER SYSTEMS AND FIXTURES: CENTRAL VACUUM, POOL, HOT TUB, SPA, ATTIC FAN, EXHAUST FAN, CEILING FAN, SUMP PUMP, IRRIGATION SYSTEM, TV CABLE WIRING OR SATELLITE DISH, OR OTHER SYSTEMS?.....	___	___	___
13. ROOM ADDITIONS OR OTHER STRUCTURAL CHANGES?.....	___	___	___
14. ENVIRONMENTAL HAZARDS (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, or other hazardous or toxic material (whether buried or covered) contaminated soil or water or other environmental contamination?.....	___	___	___
15. COMMERCIAL OR INDUSTRIAL NUISANCES (noise, odor, smoke, etc.) affecting the property?	___	___	___
16. VIOLATIONS OF BUILDING CODES, ZONING ORDINANCES, RESTRICTIVE COVENANTS OR OTHER LAND-USE RESTRICTIONS?.....	___	___	___
17. UTILITY OR OTHER EASEMENTS, SHARED DRIVEWAYS, PARTY WALLS OR ENCROACHMENTS FROM OR ON ADJACENT PROPERTY?.....	___	___	___
18. LAWSUITS, FORECLOSURES, BANKRUPTCY, TENANCIES, JUDGMENTS, TAX LIENS, PROPOSED ASSESSMENTS, MECHANICS' LIENS, MATERIALMEN'S LIENS, OR NOTICE FROM ANY GOVERNMENTAL AGENCY that could affect title to the property?.....	___	___	___
19. OWNERS' ASSOCIATION OR "COMMON AREA" EXPENSES OR ASSESSMENTS?.....	___	___	___
20. FLOOD HAZARD or that the property is in a FEDERALLY-DESIGNATED FLOOD PLAIN?.....	___	___	___

\* If you answered "Yes" to any of the above questions, please explain (Attach additional sheets, if necessary): \_\_\_\_\_

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