



**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 reverse side 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.
  - \* 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, you are still responsible for completing and delivering the Statement to the purchasers; and the broker 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.

**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 decision 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.

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: 3521 Wood Duck Ln, Wake Forest, NC 27597

Owner's Name(s): Circle, Inc. by John Ngige

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

Owner Signature: John Ngige Date May 31, 2007  
 Circle, Inc. by John Ngige

Owner 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 Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Property Address/Description: 3521 Wood Duck Ln, Wake Forest, NC 27587

JOB WOOD DUCK BLB BML990-956

[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 Representation                   |
|---|--------------------------|--------------------------|-------------------------------------|
| 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? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Siding is <input type="checkbox"/> Masonry <input type="checkbox"/> Wood <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Other .....  |                          |                          | <input checked="" type="checkbox"/> |
| b. Approximate age of structure? .....  |                          |                          | <input checked="" type="checkbox"/> |
| 2. ROOF (leakage or other problem)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Approximate age of roof covering? .....  |                          |                          | <input checked="" type="checkbox"/> |
| 3. WATER SEEPAGE, LEAKAGE, DAMPNES OR STANDING WATER in the basement, crawl space or slab? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. ELECTRICAL SYSTEM (outlets, wiring, panel, switches, fixtures, etc.)? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. PLUMBING SYSTEM (pipes, fixtures, water heater, etc.)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. HEATING AND/OR AIR CONDITIONING? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Heat Source is: <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other .....  |                          |                          | <input checked="" type="checkbox"/> |
| b. Cooling Source is: <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other .....   |                          |                          | <input checked="" type="checkbox"/> |
| c. Fuel Source is: <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other .....   |                          |                          | <input checked="" type="checkbox"/> |
| 7. WATER SUPPLY (including water quality, quantity and water pressure)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Water supply is: <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Other .....   |                          |                          | <input checked="" type="checkbox"/> |
| b. Water pipes are: <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Other <input type="checkbox"/> Unknown .....  |                          |                          | <input checked="" type="checkbox"/> |
| 8. SEWER AND/OR SEPTIC SYSTEM? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Sewage disposal system is: <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other ..... |                          |                          | <input checked="" type="checkbox"/> |
| 9. BUILT-IN APPLIANCES (RANGE/OVEN, ATTACHED MICROWAVE, HOOD/FAN, DISHWASHER, DISPOSAL, etc.)? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. PROBLEMS WITH DRAINAGE, GRADING OR SOIL STABILITY OF LOT? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. ROOM ADDITIONS OR OTHER STRUCTURAL CHANGES? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. COMMERCIAL OR INDUSTRIAL NUISANCES (noise, odor, smoke, etc.) affecting the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. VIOLATIONS OF BUILDING CODES, ZONING ORDINANCES, RESTRICTIVE COVENANTS OR OTHER LAND-USE RESTRICTIONS? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. UTILITY OR OTHER EASEMENTS, SHARED DRIVEWAYS, PARTY WALLS OR ENCROACHMENTS FROM OR ON ADJACENT PROPERTY? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. LAWSUITS, FORECLOSURES, BANKRUPTCY, TENANCIES, JUDGMENTS, TAX LIENS, PROPOSED ASSESSMENTS, MECHANICS' LIENS, MATERIALMENS' LIENS, OR NOTICE FROM ANY GOVERNMENTAL AGENCY that could affect title to the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. OWNERS' ASSOCIATION OR "COMMON AREA" EXPENSES OR ASSESSMENTS? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. FLOOD HAZARD or that the property is in a FEDERALLY-DESIGNATED FLOOD PLAIN? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

\*Seller has never lived in property\*

Owner Initials and Date

Owner Initials and Date

Purchaser Initials and Date

Purchaser Initials and Date



## Short Sale Disclosure

\_\_\_\_\_ (Buyer) is making an offer to purchase the property located at 3521 Wood Duck Ln, Wake Forest, NC 27587 (Property). Buyer understands that the Seller is in default of its mortgage and foreclosure proceedings have begun by the mortgagee (Lender). Buyer understands that he is submitting a ‘Short Sale’ offer on the Property. Buyer understands that his offer must receive written notice by the Seller and the Lender for acceptance.

It is understood that the listed price, advertised by the Listing Agent, is a discounted payoff amount. It is not market value, nor is it necessarily the amount that the lender will accept. There is no guarantee that any offer will be accepted if it is more or less than the listed price. All offers are subject to Lender approval of the discounted payoff without pursuit of a deficiency judgment. Approval may take between 5 days and 30 days. All offers will remain ‘on the table’ during this time unless formally withdrawn by the Buyer in writing.

No agreement for the sale of the Property shall be deemed effective unless executed in writing by both Buyer and Seller. Any offer or counter-offer executed by a real estate broker or agent on behalf of Seller shall not be binding on Seller unless and until signed by Seller. Seller is under no obligation of accepting any bid, even if made at full price.

Buyer acknowledges that the Agreement is subject to Lender acceptance of the ‘shorted’ payoff, and any subsequent mortgagees’ or lien holders’ release. In the event that Seller can not transfer clean title, or if any condition cannot be met by Seller, at Seller’s option and sole discretion, Seller may notify Buyer that the Agreement is canceled and the earnest money deposit shall be returned to Buyer as Buyer’s sole remedy. Seller shall have no further obligation to Buyer in relation to the Agreement, including but not limited to reimbursement for any expenses.

Buyer understands that Seller has never lived in or on the Property. The Property is being sold and purchased in “as is –where is condition without representations and warranties”. Buyer has been given the opportunity to inspect the property and all its improvements at Buyer’s sole cost and expense. Buyer has accepted the premises based solely on buyer’s own inspection. Buyer acknowledges that they are not relying on the Seller’s or Agent’s representations, statements, guarantees or warranties concerning the condition of the Property or any improvements.

Buyer acknowledges that his offer will include a 2% fee, to be paid at closing, to Fast Team, LLC., an unlicensed TN company, for administrative services performed in association with this sale. Buyer understands that Fast Team is a third party, not associated with the Seller or any of its Agents or representatives.

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**Buyer**

**Date**

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**Buyer**

**Date**





## **MLS FEATURES, SCHOOLS & SQUARE FOOTAGE DISCLOSURE TO BUYER**

The schools, details, features, measurements and square footage in this home were researched, listed or measured and calculated by the listing agent, a licensed real estate professional. That agent or the listing company entered it into TMLS system. As per MLS printout, this information is deemed reliable but not guaranteed.

If the schools, details, features or square footage of this home are important to you as a purchaser, we recommend you obtain the services of an appraiser or other professional to confirm the schools, features, square footage and measurements.

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**Buyer**

**Date**

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**Buyer**

**Date**