



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 1179 Ridgeland Dr, Creedmoor, NC 27522

Owner's Name(s): Opendoor Property J LLC

North Carolina law [N.C.G.S. 47E](#) 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.

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 Initials _____ Owner Initials MM
Buyer Initials _____ Owner Initials _____

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

Yes No NR

A1. Is the property currently owner-occupied?

☐ ☒ ☐

Date owner acquired the property: 07/01/2024

If not owner-occupied, how long has it been since the owner occupied the property? _____

A2. In what year was the dwelling constructed? 2009

☐

A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?

☐ ☐ ☒

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/Hardboard

☐ Concrete ☐ Aluminum ☒ Wood ☐ Asbestos ☐ Other: _____

A5. In what year was the dwelling's roof covering installed? 2022

☐

A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?

☐ ☐ ☒

A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?

☐ ☐ ☒

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?

☐ ☐ ☒

A9. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	☐	☐	☐	☒	Windows	☐	☐	☐	☒	Attached Garage	☐	☐	☐	☒
Slab	☐	☐	☐	☒	Doors	☐	☐	☐	☒	Fireplace/Chimney	☐	☐	☐	☒
Patio	☐	☐	☐	☒	Ceilings	☐	☐	☐	☒	Interior/Exterior Walls	☐	☐	☐	☒
Floors	☐	☐	☐	☒	Deck	☒	☐	☐	☐	Other: _____	☐	☐	☐	☒

Explanations for questions in Section A (identify the specific question for each explanation):

A5 - Age of roof indicates it was replaced during prior ownership - Details unknown.

A9 - Installed new carpets at all previously carpeted locations in living room including bedroom five first floor bedroom & installed LVP in living room

A8 - Performed general pest treatment to treat for active water bugs/roaches by Aruza Pest Control in October 2024

SECTION B. HVAC/ELECTRICAL

Yes No NR

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?

☐ ☐ ☒

B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?

☐ ☐ ☒

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: _____

☐ Baseboard [____ # of bedrooms with units] Year: _____

☒ Other: Unknown Year: _____

Buyer Initials _____ Owner Initials MM
Buyer Initials _____ Owner Initials _____

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture) ☐

☒ Central Forced Air: Split System Year: Unknown ☐ Wall/Windows Unit(s): _____ Year: _____
☐ Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply) ☐

☒ Electricity ☒ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

B2 . Replaced thermostat in HVAC System on December 2024 .

B5 - Solar: Owned solar panels present in the property, buyer should have their own inspection.

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: _____

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: Unknown

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☒

☐ Gas: _____ ☐ Electric: _____ ☐ Solar: _____ ☒ Other: Unknown

C4. What is the dwelling's sewage disposal system? (Check all that apply) ☐

☐ Septic tank with pump ☐ Community system ☐ Septic tank ☐ Drip system
☒ 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.

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: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	☒	☐	☐	☐	Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☐	☒
Sewer system	☐	☐	☐	☒	Water supply (water quality, quantity, or pressure)	☐	☐	☐	☒

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials MM
Buyer Initials _____ Owner Initials _____

SECTION D. FIXTURES/APPLIANCES

Yes No NR

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

☐ ☐ ☒

D2. Is there a problem, malfunction, or defect with the dwelling's:

NA Yes No NR	NA Yes No NR	NA Yes No NR	NA Yes No NR
Attic fan, exhaust fan, ceiling fan ☐ ☐ ☐ ☒	Irrigation system ☐ ☐ ☐ ☒	Sump pump ☐ ☐ ☐ ☒	Garage door system ☐ ☐ ☐ ☒
Elevator system or component ☒ ☐ ☐ ☐	Pool/hot tub /spa ☒ ☐ ☐ ☐	Gas logs ☐ ☐ ☐ ☒	Security system ☐ ☐ ☐ ☒
Appliances to be conveyed ☐ ☐ ☐ ☒	TV cable wiring or satellite dish ☐ ☐ ☐ ☒	Central vacuum ☐ ☐ ☐ ☒	Other: ☐ ☐ ☐ ☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

Yes No NR

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

☐ ☐ ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

☐ ☐ ☒

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 property abut or adjoin any private road(s) or street(s)?

☐ ☐ ☒

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):

SECTION F. ENVIRONMENTAL/FLOODING

Yes No NR

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

☐ ☐ ☒

Buyer Initials _____ Owner Initials MM
 Buyer Initials _____ Owner Initials _____

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
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?	☐	☐	☒
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☐	☒
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☐	☒
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?	☐	☐	☒
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☐	☒
F8. Is there a current flood insurance policy covering the property?	☐	☐	☒
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?	☐	☐	☒
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood 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, materialmen's liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☐	☒
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 WDM
 Buyer Initials _____ Owner Initials _____

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.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? ☒ ☐ ☐

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) Wynngate Homeowners Assoc. Inc whose regular assessments ("dues") are \$ 239.50 per Semiannual.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: HRW, Inc.; 4700 Homewood Ct Ste 380 Raleigh, NC 27609 & (833) 544-7031

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? ☒ ☐ ☐

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? ☐ ☐ ☒

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association? ☐ ☐ ☒

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Property is Part of the HOA. _____

H2 - Please see attached for HOA-related expenses provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information. _____

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Megan Meyer Authorized Signer on Behalf of Opendoor Property J LLC Date 12-10-2024

Owner Signature: _____ Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

HRW, Inc.
4700 Homewood Ct Ste 380
Raleigh, NC 27609
Department: Escrow/Resale Department
Phone: (833) 544-7031 Ext.

Documentation provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information



Statement of Account (NC)
Wynngate Homeowners Assoc. Inc

PLEASE REFER TO PAGE 2 FOR COMPLETE ESCROW INSTRUCTIONS AND DETAILS

Statement Date: Jun 19, 2024

Property Address: 1179 Ridgeland Drive (Lot 8) | Creedmoor, NC 27522

Order Date: 6/7/2024, 10:24:21 AM
Order #: LHFUJ
Requested By: hudng
Phone #:
Contact Name:
Contact Phone:
Contact Email:

Escrow #:
Owner/Seller:
Closing Date: 7/1/2024
Buyer's Name:
Buyer's Address:
City, State Zip: ,
Buyer's Phone #:

FEES DUE TO HRW, Inc.

Document Processing Fees	Amount
Core Documents	\$135.00
Add On Documents	\$0.00
Covenants Compliance Inspection (CCI) Report	\$100.00
Priority	\$0.00
Shipping	\$0.00
Convenience Fees	\$9.40
Credits	
Amount Paid	\$244.40
Other Credits	\$0.00
Order Balance Due:	\$0.00
Post Closing Fees	
Legacy Account Closure Fee	\$50.00
Other 1	\$0.00
Other 2	\$0.00
Other 3	\$0.00
Total Due (Order Balance Due plus Post Closing Fees):	\$50.00

Please reference the order number #LHFUJ on all checks you issue.

ALL FEES/AMOUNTS PAYABLE AT CLOSING

Mail all payments to: HRW, Inc.
4700 Homewood Ct Ste 380
Raleigh, NC 27609

PLEASE PROVIDE SEPARATE CHECKS FOR AMOUNTS BELOW:

Please collect \$50.00 payable to HRW, Inc. for above noted fees.

Please collect \$0.00 payable to Wynngate Homeowners Assoc. Inc for Association fees (see page 2 for Comments & Fee Details)

Please provide HRW, Inc. with a copy of the Grant Deed / Assignment of Lease/Deed AND Mortgaged, or Agreement of Sale

HRW, Inc.
4700 Homewood Ct Ste 380
Raleigh, NC 27609
Department: Escrow/Resale Department
Phone: (833) 544-7031 Ext.



Statement of Account (NC)
Wynngate Homeowners Assoc. Inc

<u>FEES DUE TO ASSOCIATION</u>	<u>ADDITIONAL COMMENTS/ESCROW INSTRUCTIONS</u>
Regular Assessments Paid Through: 7/31/2024	Please attach a copy of the recorded deed and community archive order to the checks before mailing to HRW. Regular assessments are \$239.50 semi-annually and are paid through 07/31/2024. Please prorate between parties on HUD based on the closing date. Note: - For Pro-ration, Title to do calculations at closing for both parties
Current Account Balance: \$0.00	
Transfer: \$0.00	
Working Capital: \$0.00	
Reserve: \$0.00	
Enhancement: \$0.00	
Advanced Assessments: \$0.00	
New Account Setup Fee: \$0.00	
Other 2: \$0.00	
Other 3: \$0.00	
Total Due: \$0.00	
<u>IMPORTANT DISCLOSURE</u> This property is subject to administrative fees charged by the owners' association and/or its management company for closing out the seller's account and establishing the new owner's account in the association's records.	

ASSOCIATION ASSESSMENTS / ADDITIONAL ASSESSMENT AND FINANCIAL INFORMATION

Amount of Property Assessment is? \$239.50

Frequency of Property Assessment? Semi-annually

Assessments are due on this day of the month: 1

Assessments are past due on this day of the month: 30

The late fee is (enter the actual amount): \$10.00

The late fee percentage is:

Amount of other assessment? \$0.00

Purpose of other assessment?

N/A

Amount of special assessment? \$0.00

Purpose of special assessment?

N/A

Is there a Community Enhancement Fee? No

How is the Community Enhancement Fee calculated (if applicable)?

N/A

INSURANCE INFORMATION

Insurer's Name? Nationwide

Insurance Contact Name Carter Glass Ins. Agency

Insurance Contact Phone Number? 919-781-1973

Insurance Contact Fax Number? (919)-781-1974

Insurance Contact Email? info@carterglassinsurance.com

Policy Period: 01/1/2023 -01/18/2024

HRW, Inc.
4700 Homewood Ct Ste 380
Raleigh, NC 27609
Department: Escrow/Resale Department
Phone: (833) 544-7031 Ext.



Statement of Account (NC)
Wynngate Homeowners Assoc. Inc

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Completed By: *Customer Service*

Statement Date: **Jun 19, 2024**

This information is being provided by HRW, Inc. as a courtesy to lenders and other real estate professionals. Although HRW, Inc. believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that HRW, Inc. is not responsible for any inaccurate or omitted information.

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Amount of other assessment? \$0.00

Purpose of other assessment?

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Amount of special assessment? \$0.00

Purpose of special assessment?

N/A

Is there a Community Enhancement Fee? No

How is the Community Enhancement Fee calculated (if applicable)?

N/A

INSURANCE INFORMATION

Insurer's Name? Nationwide

Insurance Contact Name Carter Glass Ins. Agency

Insurance Contact Phone Number? 919-781-1973

Insurance Contact Fax Number? (919)-781-1974

Insurance Contact Email? info@carterglassinsurance.com

Policy Period: 01/1/2023 -01/18/2024

HRW, Inc.
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Statement of Account (NC)
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I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Completed By: *Customer Service*

Statement Date: **Jun 19, 2024**

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CCI Report

Wynngate Homeowners Assoc. Inc

Property Address: 1179 Ridgeland Drive Creedmoor, NC 27522
Order #: LHFUJ
Order Date: 6/7/2024

General Information

Type of Association/Community? (Condo, Single Family, etc.	HOA
--	-----

Inspection Summary

Jeffery Linn completed this inspection on 06/14/2024, 11:31 AM (CST).

Observations

Type	Description
HomeBusiness	Home and landscaping appears in good condition and there are no visible violations

Violations

No covenant violations noted during the inspection

Photos

(On next page)

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Jeffery Linn

6/14/2024

Signature of person completing form

Date

This inspection was made to determine if the unit/home is in compliance with the covenants, bylaws, design standards, and rules of the association. It is not intended to comment on the structural aspects of the unit/home, nor zoning compliance, health regulations, etc. It is not possible to be 100% certain of Association-related compliance, as not all areas of the unit/home are visible during inspection.

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CCI Photos



front



left



right

NO IMAGE
AVAILABLE

Additional 1

NO IMAGE
AVAILABLE

Additional 2

NO IMAGE
AVAILABLE

Additional 3

This information is being provided by HRW, Inc. as a courtesy service to lenders and other real estate professionals. Although HRW, Inc. believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that HRW, Inc. is not responsible for any inaccurate or omitted information.



Payoff Quote

Customer name

[REDACTED]

Loan ID

[REDACTED]

Payoff quote date

06/20/2024

Installation address

1179 Ridgeland Dr
Creedmoor, NC 27522

Payoff details

Principal	\$48,013.83
Accrued interest	\$108.81
UCC termination recording fee	\$76.00
Total payoff	\$48,198.64
Payoff good thru 7/8/2024	Additional per diem interest fee \$2.65

Please send the payoff by wire or check.

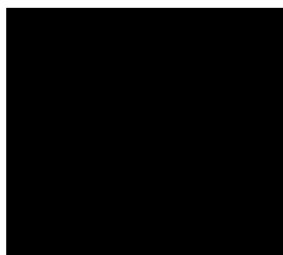
GoodLeap wire instructions

Please reference GoodLeap account number 22-03-077583 in the wire memo to ensure timely processing.

Bank name

Keybank

[REDACTED]



Paying by check

Payable to

GoodLeap

Mail the check to

1410 SW Morrison Street 7th Floor
Portland, OR 97205

If you have any questions, contact customerservice@goodleapsupport.com.

TITAN SOLAR POWER PURCHASE AGREEMENT



10815 John Price Rd,
Charlotte, NC 28273
www.titansolarpower.com
1.855.SAY.SOLAR



TITAN
SOLAR POWER
NORTH CAROLINA
NC # U.33714



PURCHASE & INSTALLATION AGREEMENT

Property Owner(s): [REDACTED]

Property Address: 1179 Ridgeland Dr Creedmoor NC 27522

Phone Number: [REDACTED]

Email: [REDACTED]

Estimated First
Year Production: 9460

Estimated Annual
Degradation: .75%

Estimated Slope
of Array: 25

Azimuth: 152

System Size (in watts): 6,715.00

Inverter Brand: Generac

Panel Brand: Hanwha

Panel Model: Q CELL 395

Panel Quantity: 17

Racking: K2

Additional Materials/Notes: PWRce11 9kw

PAYMENT AND PRICE

Sales Price/Watt:

Total System Cost: 50208.76

Estimated Value of Utility Incentive (if any)

Payment Method: Cash ☐ Loan: ☒

FINANCE PAYMENT: N/A

Financier: GoodLeap

Term: 25

APR: 1.99

CASH \$2,000 DEPOSIT
PAYMENT: (If applicable)

2ND
PAYMENT: N/A

3RD
PAYMENT: N/A

\$1,000 FINAL
PAYMENT

WARRANTY: Titan Solar Power NC, Inc. warrants that all labor will be free from defects for a period of 25 years from the date of completion. Customer will be provided with the standard warranties from major equipment manufacturers. See Section 6 of the attached Terms and Conditions for complete warranty information.

TIMELINE FOR COMPLETION: Titan Solar Power NC, Inc. shall not be liable for delays due to circumstances beyond its control. Any starting or completion dates provided by Titan Solar Power NC, Inc. are at best estimates and subject to change. Project start dates are generally 5-7 business days from the date of Agreement signing. The time period from Agreement review to the Utilities' Permission to Operate will not be later than 270 days from contract-signing.



DEFINITIONS

- (a) This agreement incorporates by reference the terms set forth below.
- (b) "Agreement" means this Purchase & Installation Agreement made and entered into by Titan Solar Power NC, Inc. and Customer.
- (c) "Cover Page" makes reference to the terms set forth on this Page 1 of the Agreement.
- (d) "Price" is defined in the Payment and Price section above.
- (e) "Property" means the real property owned by Customer and designated by address above.
- (f) "Effective Date" determines the date upon which this Agreement begins as outlined in the Terms and Conditions set forth below.
- (g) "Customer" means to the legal owner of the Property and signing authority for the Agreement.
- (h) "Titan Solar Power NC, Inc." is referred to in the Agreement interchangeably as "TSP" or "Titan Solar Power".
- (i) "Product" and "System" are used interchangeably in the Agreement and refers to the Photovoltaic Solar System Titan Solar Power has been contracted to install.
- (j) "Work" makes reference to the entire scope of work Titan Solar Power is to perform and as described in the Terms and Conditions set forth below.
- (k) "Installation" broadly refers to the entire scope of Work which Titan Solar Power is responsible for under this Agreement.
- (l) "Completed Installation" means the Product is fully installed and is ready for start-up and testing.
- (m) "PTO" means Permission to Operate.

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TERMS AND CONDITIONS

1/7/2022

This Agreement is entered into effective _____ ("Effective Date") by and between **TSP**, a North Carolina corporation, and [REDACTED] ("**Customer**"). TSP and Customer will be known individually as "**Party**" or collectively as "**Parties**." The Parties therefore agree to the following::

1. WORK.

1.1. SCOPE OF WORK: Titan Solar Power will provide Customer with the following:

- (a) Titan Solar Power will install the Product and its components as described on the Cover Page of this Agreement.
- (b) Titan Solar Power will ensure all Work is performed in a professional and workmanlike manner in full compliance with all building codes and other applicable laws.
- (c) Titan Solar Power shall at its own expense obtain and possess all necessary inspections, licenses, permits, and other things necessary and required for completion of the Work.
- (d) Titan Solar Power will exercise reasonable efforts to ensure the Work is provided on an uninterrupted basis to Customer. Titan Solar Power is not responsible for delays or malfunctions caused by hardware, network problems or third-parties operating systems, or Customer error.
- (e) Titan Solar Power is not responsible for any representations regarding TSP's scope of work made by third-parties to Customer.

1.2. EXCLUSIONS: The obligations and restrictions of this Agreement do not apply to changes to the Work desired by Customer. If any changes to this Agreement are requested, Customer will bear the full cost(s) of said changes. Changes, alterations, and deviations include but are not limited to:

- (a) Upgrade of existing main service panels, sub-panels, or switchboards.
- (b) Replacement, repair, or upgrade of existing roof or supporting roof structure.
- (c) Tree removal, fencing, weed abatement, curbing, gravel, or landscaping.
- (d) Non-standard ground work (such as on difficult soil conditions).
- (e) Additional grading, rock/boulder removal, blasting, coring, soil testing, compaction for footings, and trenching.
- (f) Structural engineering calculations or analysis of existing structures.
- (g) Habitat studies, additional inspections, or fees of any type.
- (h) Additional permitting requirements by local building authorities or jurisdictions.
- (i) Additional exclusions described in the Additional Materials/Notes field on the Cover Page.
- (j) Any work, services or obligations not specifically mentioned or identified in the Scope of Work are expressly excluded.

Any agreed to changes to this Agreement shall be put in writing, signed by both Parties, and amended to this Agreement.



1.3. PERFORMANCE: Titan Solar Power shall perform the Work in a professional and workmanlike manner and in strict accordance with the terms set forth in this Agreement.

1.3.1. DELAYS: Titan Solar Power shall not be liable for any delays beyond its control. Any starting or completion dates provided by Titan Solar Power are best estimates and subject to change. Titan Solar Power's performance is based upon the prompt, complete, and accurate fulfillment of all Customer's obligations. This is including but not limited to payment.

2. PROPERTY.

2.1. CONSENT AND RIGHT TO INSTALL: By signing this Agreement, Customer:

- (a) Gives Titan Solar Power approval to install the Product on the Property referenced in this Agreement.
- (b) Customer authorizes and warrants they are the legal owner of the Property.

2.2. ACCESS: Customer shall afford Titan Solar Power direct access to the Property for the purposes of:

- (a) Surveying, designing, installing, constructing, testing, operating, maintaining, repairing, and replacing the Product and its components.
- (b) Making any additions to the Product or installing complementary components on or around the location of the Product.
- (c) Surveying, installing, testing, and maintaining any necessary electric lines, inverters, or meters to interconnect the Product to the Property's electric system and/or to the utility's electric distribution system.
- (d) Performing any other Agreement obligations of Titan Solar Power.
- (e) If this Agreement is to terminate, Titan Solar Power shall maintain access rights for up to 90 days after the termination.

2.3. SITE INSPECTION: Customer agrees to allow Titan Solar Power and any of its acting professionals (including site surveyors, engineers, architects, and/or licensed contractors/subcontractors) access to the Property prior to installation. This is to ensure the Property can accommodate the Product and its components. Titan Solar Power reserves the right to cancel this Agreement or postpone the Work if Property conditions are found insufficient for installation. (Full details provided in **SECTION 5 CHANGED CONDITIONS.**)

2.4. REASONABLE NOTICE: Titan Solar Power shall provide Customer with reasonable notice of its need to access the Property.

2.4.1. NO INTERFERENCE: Customer shall ensure that Titan Solar Power maintains access rights during the entire term of this Agreement without interference by Customer or any third parties.

2.4.2. REMOVAL OF HAZARDOUS MATERIALS: Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. This includes Customer's responsibility for removal and related removal costs of any hazardous materials on the Property. Hazardous material include but are not limited to: asbestos, PCBs, petroleum, or hazardous waste. Titan Solar Power may immediately cease any and all Work if any hazardous materials are discovered on the Property.



Titan Solar Power shall not be required to resume Work until Customer delivers written proof by required local building authority:

- (a) Specifying that such condition(s) and all affected area(s) have been rendered safe for the resumption of Work.
- (b) Specifying any special conditions under which the Work may resume safely.

Any work stoppage due to Property unavailability does not relieve Titan Solar Power or the Customer their responsibilities under this Agreement.

3. PAYMENT.

3.1. PRICE: In consideration of performance of the Work, Customer shall pay to Titan Solar Power the Price defined on the Cover Page. The Price shall be paid in full upon Completed Installation of the Product.

3.2. FINANCE DEALS: Financed projects are subject to the payment schedule terms of Customer's finance company.

3.3. CASH DEALS.

3.3.1. INITIAL DEPOSIT: Upon the effective date, Customer shall pay to Titan Solar Power a \$2,000 deposit, as referenced on the Cover Page. Titan Solar Power agrees to refund the full deposit amount if Customer chooses to cancel within three (3) business days following the Effective Date. Cancellations after the Effective Date may result in additional charges that Customer shall be responsible to pay. No work will commence until the \$2,000 deposit is received. If neither Party cancels the Agreement, the deposit shall be applied to the contract price. These terms do not apply if the deposit on the Cover Page is zero (\$0).

3.3.2. MILESTONE PAYMENTS:

FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT
Upon the effective date, the Customer shall pay to Titan Solar Power a \$2,000 deposit, as referenced on the Cover page.	The second payment, in the amount of \$ _____ is due upon obtaining a Permit to install the Product. Permit is granted by the local authority having jurisdiction. This timeline is subject to governing jurisdictions of which Titan Solar Power holds no authority. This balance is half of the remaining balance due for the Product (as referenced on the Cover Page).	The third payment, in the amount of \$ _____ is due upon the completed installation of the Product.
		FINAL PAYMENT The final payment, in the amount of \$1,000 is due upon PTO. PTO is granted through Customer's Utility Company. Please note that Titan Solar Power will work diligently to schedule with the Utility Company, however, it has no control over when the Utility Company will actually commission the system.

3.4. LATE FEES AND PENALTIES: Past due amounts shall accrue interest from the date due at an interest rate of 15% per annum.



4. PERFORMANCE TIMELINE.

4.1. COMMENCEMENT: After receiving all required permits, Titan Solar Power shall begin working at the Property ("Commencement") within 60 business days.

4.2. GUARANTEED COMPLETION: Unless otherwise provided, TSP shall achieve Completed Installation within 60 business days from Commencement ("Guaranteed Completion Date").

4.2.1. EXTENSION: Titan Solar Power retains the right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer caused delays, and other circumstances beyond its control. These circumstances include but are not limited to:

- (a) Delays due to Product(s) manufacturer(s).
- (b) Equipment availability.
- (c) Finance completion.
- (d) Permit delays due to Customer's governing jurisdiction(s) or Customer's HOA.

4.2.2. TITLE OF SYSTEM: Prior to Completed Installation and delivery of Final Payment, Titan Solar Power shall maintain title to all of the Work and materials delivered to the Property. Upon Final Payment, all legal title(s) and full ownership of the Product shall pass to Customer.

5. CHANGED CONDITIONS

5.1. RIGHT TO CANCEL.

5.1.1. FAILED SITE INSPECTION RESULT: If the Property fails the initial site survey, Titan Solar Power reserves the right to cancel, modify, or postpone this Agreement, and/or propose a new agreement.

5.1.2. NEW CONDITIONS: Titan Solar Power shall have the right to cancel, modify, or postpone this Agreement and propose a new agreement in the event Titan Solar Power discovers conditions that would depreciate Work quality, including but not limited to:

- (a) Unexpected environmental concerns.
- (b) Acts of God.
- (c) Events that require further permitting or involvement from local or state building authorities.

5.1.3. CUSTOMER'S RIGHT TO CANCEL: Customer reserves the right to accept or reject any new agreement if Titan Solar Power elects to cancel this Agreement. All Work will cease until a new agreement is in place.

6. LIMITED WARRANTY.

6.1. MATERIALS AND WORKMANSHIP: Titan Solar Power warrants that all of the Work and the System will be free from material, construction, and workmanship defects for twenty-five (25) years following the Completed Installation (the "Limited Warranty"). Any claim under the Limited Warranty must be made before its expiration date. Customer will be provided with the standard warranties from major equipment manufacturers.



6.2. WARRANTY EXCLUSION.

The aforementioned Limited Warranty shall exclude all products not manufactured by Titan Solar Power. Customer will be made privy to any existing Manufacturer warranties. This includes all warranties provided by the manufacturers of the components, accessories and equipment that Titan Solar Power installs. These items generally include (but are not limited to): solar panels, inverters, and/or disconnect switches.

Written copies of all such warranties may be found online at www.titansolarpower.com/equipmentwarranties. If a warranty is not available for a Product component, and/or accessory, Titan Solar Power will substitute a reasonable equivalent warranty. The Limited Warranty excludes any measuring or monitoring equipment or service.

6.3. OTHER EXCLUSIONS.

Titan Solar Power is not RESPONSIBLE for the System outside of its intended use and purpose. The Customer shall not hold Titan Solar Power liable for direct or indirect damages resulting from improper use, modifications, alterations, repairs, misuse, abuse, vandalism, damage caused by the serving utility company, fire, storm, flood or other acts of God.

6.4. REPAIR AND REPLACEMENT: If Customer makes a claim under the Limited Warranty, Titan Solar Power shall repair or replace the Work at issue. Such repairs or replacements will be completed by Titan Solar Power or subcontractors within a reasonable time after notice of a claim is received.

If a correction cannot be completed despite Titan Solar Power's reasonable efforts, the Parties will negotiate an equitable adjustment in the Price. Customer is responsible for any maintenance and/or Product repairs required outside of the Limited Warranty.

6.5. ROOF PENETRATION WARRANTY: Titan Solar Power warrants that all Product-related roof penetrations made during Installation will be weather-tight for a period of twenty-five (25) years. The roof penetration warranty will be voided if any work is performed on the roof by Customer, Customer's contractor/subcontractor/agents or third-parties during the warranty period. The roof penetration warranty does not cover :

- (a) Leaks occurring in areas of the Property's roof not impacted by the System.
- (b) Pre-existing and/or underlying failures of the Property's roof.
- (c) Foreign objects causing damage to the Property's roof (e.g. hail, golf balls, etc.).
- (d) Insufficient or improper maintenance by Customer, Customer's contractor/subcontractor, or Customer's agents.

6.6. MECHANICAL CONNECTIONS AND ASSEMBLY WARRANTY: Titan Solar Power warrants the assembly and mechanical connections of the System to be free of defects in material and workmanship for a period of twenty-five (25) years after Completed Installation.

6.7. DAMAGE WARRANTY: If damage is caused by a Titan Solar Power representative at any time during the Work, Titan Solar Power will either repair the damage or reimburse Customer for damage as limited by Warranty Exceptions and Exclusion below.

6.8. WARRANTY EXCEPTIONS AND EXCLUSIONS. The LIMITED Warranty does not apply to the following:

- (a) Work performed or materials used by anyone other than Titan Solar Power or its representatives.



- (b) Any materials that were modified, repaired, or attempted to be repaired by anyone other than TSP or its representatives without Titan Solar Power's prior written approval.
- (c) Any damages resulting from Customer's breach of the Agreement.
- (d) Damage resulting from ordinary wear and tear.
- (e) Damage to the property due to weather, including but not limited to ice or snow falling off of the System, or natural disasters.
- (f) Damage due to Force Majeure Events.
- (g) Damage resulting from mold, fungus, and other organic pathogens.
- (h) Shrinking/cracking of grout and caulking.
- (i) Shading of paints and finishes exposed to sunlight.
- (j) Representations made by third-parties or independent contractors regarding system capacity, system design, and/or projected energy/monetary savings.
- (k) Insufficient or improper maintenance by Customer, Customer's contractor/subcontractor, or Customer's agents.

Customer acknowledges that Installation of the System may void any pre-existing roof manufacturer or roof installer roofing warranty. Titan Solar Power assumes no responsibility for the voiding of any pre-existing roofing warranty. Before Installation, Customer should check with the roofer or builder if the System will impact an existing roof warranty.

6.9. BREACH OF WARRANTY OR DISPUTES. If a dispute over a potential warranty breach arises, Parties mutually agree upon System tests. Customer and Titan Solar Power shall be notified of any System testing so that each Party may have a representative present.

6.10. EXCLUSIVE REMEDY; LIMITATION OF REMEDIES AND DISCLAIMER; EXCLUSIONS.

The limited warranty is to serve as the exclusive remedy for all material and workmanship defects claimed under this agreement. All warranties, express or implied in law or in fact, are disclaimed except to the extent of the limited warranty. The limited warranty is the only warranty TSP makes with respect to the product and the work, is made in lieu of all other warranties and TSP specifically disclaims any implied warranties relating to the product or its workmanship. This warranty disclaimer includes without limitation the implied warranty of merchantability, fitness for a particular use or fitness for a particular purpose, any implied warranty arising out of course of dealing, or for performance.



6.11. CONTACT INFORMATION: Should any warranty, maintenance or service work be required, Titan Solar Power can be contacted at:



1.855.SAY.SOLAR



SERVICE@TITANSOLARPOWER.COM



All mail inquiries should be directed towards: ATTN: Titan Solar Power NC, Inc., 525 W. Baseline Rd.; Mesa, AZ 85210

6.12. WARRANTY TRANSFER / PERSONS COVERED: The Limited Warranty extends to Customer as purchaser of the System. The Limited Warranty starts on the date of Completed Installation ("Start Date") and remains in effect for twenty-five (25) years. If Customer sells the Property before twenty-five (25) years elapse after the Start Date, Titan Solar Power will extend coverage under the Limited Warranty to the first subsequent purchaser of the Property (subject to the same limitations and exclusions as Customer) until the twenty-fifth (25) anniversary of the Start Date. This one time extension applies only to the party who purchases the Property directly from Customer and automatically terminates if the Property is sold by the subsequent purchaser.

6.12.1. WARRANTY TRANSFER REQUIREMENTS: Customer acknowledges and understands their obligation to advise the subsequent purchaser of the Property verbally and in writing of the limitations of the transfer of the Limited Warranty. In order to effectuate the transfer of the Limited Warranty to the first subsequent purchaser of the Property, Customer must advise Titan Solar Power of the sale as soon as practical by completing the Notice of Sale Form at www.titansolarpower.com/warrantytransfer. Failure of Customer to properly complete and submit the Notice of Sale Form voids transfer of the Limited Warranty.

7. FORCE MAJEURE OR CUSTOMER-CAUSED DELAYS.

7.1. FORCE MAJEURE: Except for the payment of money, neither Party will be liable for any failure or delay beyond the respective Party's reasonable control. These delays can include: delayed deliverables from outside companies, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, pandemics, or failure of any telecommunications carrier or the Internet.

7.2. CUSTOMER-CAUSED DELAYS: Any delays or failures to comply with Agreement obligations caused by Customer, Customer's contractors/subcontractors, or Customer's agents are referenced as a "Customer-Caused Delay". Titan Solar Power shall not be found liable if these delays interfere with the Guaranteed Completion Date.

7.3. PERFORMANCE EXCUSE: Should there be a Force Majeure event, each Party will be excused from their respective obligations under this Agreement. **Customer's payment obligations for work completed up to the Force Majeure event shall continue and be due and owing.** Titan Solar Power shall reserve the right to cancel this Agreement should any Force Majeure event or Customer-Caused Delay occur and impact performance of the Work.



8. DEFAULT AND/OR TERMINATION.

8.1. DEFAULT BY TITAN SOLAR POWER: TSP will be in default under this Agreement if any of the following occur:

- (a) Failure to perform Agreement obligations after 30-day receipt of written notice of default.
- (b) Written admittance of insolvency, filing of a voluntary petition of bankruptcy or any substantially similar activity by Titan Solar Power.

8.2. REMEDIES IN CASE OF DEFAULT BY TITAN SOLAR POWER: If Titan Solar Power is in default under this Agreement, Customer may:

- (a) Terminate Agreement.
- (b) Pursue available remedies either through this Agreement or by law.

8.3. DEFAULT BY CUSTOMER: Customer will be found in default of this Agreement if any of the following occurs:

- (a) Delayed payment of five (5) days or more.
- (b) Failure to perform any material obligation undertaken in this Agreement and continuation of said failure for 30 days after receipt of written notice.
- (c) Provision of false or misleading information to obtain this Agreement.
- (d) Assignment, transfer, encumber, sublet, or sale of this Agreement or any part of the Product without Titan Solar Power's prior written consent.
- (e) Written Admittance by Customer of insolvency or filing of a voluntary petition of bankruptcy.

8.4. REMEDIES IN CASE OF DEFAULT BY CUSTOMER: Should Customer default on this Agreement, Titan Solar Power has the right to select and pursue all remedies that it sees fit, including:

- (a) Termination or suspension of the Agreement.
- (b) Necessary actions to recover damages or enforce performance of this Agreement. If this course of action is taken, any expense incurred by Titan Solar Power will be added to Customer's fees with payment due immediately.
- (c) Removal and return of the Product and its components at the expense of the Customer.
- (d) Disconnect, turn off or take back the System by legal process or self-help.
- (e) Report the non-operational status of the System to Customer's utility.
- (f) Charge Customer a reasonable reconnection fee for reconnecting the System to utility or System after disconnect due to Customer default.
- (g) Recovery of all due payments, taxes, and all or any other sums then due and owing,
- (h) Seek a pre or post-judgment lien or similar security interest on or against Customer's property or the Property.
- (i) Recovery of all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus 15% profit thereon.
- (j) Pursue any other remedy available to Titan Solar Power pursuant to this Agreement or by law.

In the event of a subsequent Customer default, Titan Solar Power has the right to pursue any of the above remedies at its sole discretion.



8.4.1. DEFAULT REPAYMENT: Customer agrees to repay Titan Solar Power for any reasonable costs expended to correct or cover Customer default. This includes reimbursing Titan Solar Power for any expenses incurred, plus 15% profit thereon.

8.5. NON-DEFAULT TERMINATIONS: Either Party may terminate this Agreement without further liabilities or obligations on either Party if one of the following events occurs:

- (a) Issuance of an order of a court or other public authority having jurisdiction which requires all the Work to be stopped.
- (b) Force Majeure event that lasts more than 365 days.

Titan Solar Power may terminate this Agreement if there is a failure to obtain all permits and governmental approvals required for performance of the Work.

9. INDEMNITY.

To the fullest extent permitted by law, Titan Solar Power shall indemnify Customer from and against any and all loss, damage, expense and liability, including fines, penalties, court costs and reasonable attorneys' fees caused by the willful conduct or gross negligent acts of Titan Solar Power, but only to the extent caused by the sole fault of Titan Solar Power. Titan Solar Power shall have no obligation for any claims, demands, causes of action, damages, liabilities, losses, or expenses caused by Customer, Customer's contractors/subcontractors, Customer's agents or any party other than Titan Solar Power. Nothing herein abridges the right, if any, of Customer or Titan Solar Power to seek contribution from others where appropriate.

To the fullest extent permitted by law, Customer shall indemnify Titan Solar Power, its subcontractors, or anyone directly or indirectly employed by Titan Solar Power, from and against any and all claims, demands, causes of action, damages, liabilities, court costs and reasonable attorneys' fees, and other losses and expenses arising from the Work, the Product or the Agreement to the extent caused by Customer, Customer's contractors/subcontractors, and/or Customer's agents. This includes anything in connection with or arising from any third-party claim for physical or other damage to, or physical destruction of, property or death or bodily injury to any person to the extent caused by: (a) any breach, violation, or default under this Agreement or any applicable legal requirements by Customer; and (b) any willful misconduct or gross negligent acts or omissions of Customer, Customer's contractors/subcontractors, and/or Customer's agents, employees or others under Customer's control.

In no event shall a Party be obligated under this section to the extent claims, demands, causes of action, damages, liabilities, court costs and reasonable attorneys' fees, and other losses and expenses arise due to the negligence or willful misconduct of the other Party.

10. LIMITATIONS OF LIABILITY.

10.1. DIRECT OR INDIRECT DAMAGES: TSP disclaims any liability for direct or indirect damages resulting from improper use, modifications, alterations, repairs, misuse, abuse, vandalism, damage caused by the serving utility company, fire, storm, flood or other acts of God. TSP disclaims any responsibility for the System's use or operation for any unintended purpose.



10.2. NO LIABILITY FOR THIRD-PARTY REPRESENTATIONS: Customer explicitly acknowledges Titan Solar Power is not liable for representations of any kind made by third-parties and/or independent contractors, including, but not limited to: system capacity, system design, projected energy savings, projected monetary savings, and reduction of energy use.

11. DISPUTE RESOLUTION.

11.1. VOLUNTARY DISPUTE SETTLEMENT – DIRECT NEGOTIATIONS: The Parties agree that in the event any material difference of interpretation or any other controversy or claim arises out of or is related to this Agreement or the claimed breach thereof, both Parties shall promptly make good faith efforts to settle the matter directly between themselves. Both Parties agree that if any controversy or claim remains unsettled for thirty (30) days following notification by certified mail that a dispute exists that they may pursue the alternative remedies noted in this Agreement.

11.2. SMALL CLAIMS EXCEPTION: Any dispute or claim arising out of or related to this Agreement that the Parties agree involves an amount less than \$10,000 (or the maximum jurisdictional limit of the court) must be heard in the Small Claim Division of the Court in the county where Property is located. Any controversy or claim arising out of or related to this Agreement which in the opinion of one or both parties is over the dollar limit of the Small Claims Court must be settled by binding arbitration as described below.

11.3. ARBITRATION OF DISPUTES: Any dispute or claim arising out of or related to this Agreement over the jurisdictional limit of the Small Claims Court shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the Parties to conduct a binding arbitration in Mesa, Arizona. The arbitrator shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties cannot mutually agree to an arbitrator within 30 days of written demand for arbitration, then either of the parties shall submit the dispute to binding arbitration with the American Arbitration Association (“AAA”) for administration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures. Judgment upon the award may be entered in any Court having jurisdiction thereof. The Parties expressly agree the venue for any arbitration shall be in Mesa, Arizona.

11.3.1. ADMINISTRATIVE FEES: To the fullest extent permitted by law, each Party shall bear an equal share of the administrative fees of arbitration. In the event this provision is found unenforceable, Parties agree the arbitration provision shall remain fully valid and enforceable.

11.4. ATTORNEYS' FEES AND COSTS: The prevailing party in any legal proceeding, including arbitration, related to this Agreement shall be entitled to payment of reasonable attorneys' fees, expert's fees, costs and expense.

12. NORTH CAROLINA MECHANICS LIEN LAW.

Under North Carolina Mechanics Lien Law, any person or entity that helps to improve a property and is not paid for their work or supplies has a right to place a lien on said property and sue for payment in court. Customer acknowledges this right and authorizes TSP, its agent or subcontractors, to file a mechanic's lien in accordance with North Carolina law for the system that will be removed upon full payment of the Agreement price.



13. 3-DAY RIGHT OF RESCISSION AND CANCELLATION: ☹️

The Notice of Cancellation, regarding Customer's right to cancel this Agreement, is attached hereto and made a part of this Agreement.

14. MAINTENANCE AND REPAIRS; EXPANSION. ⚙️

14.1. SYSTEM INSPECTION: Customer agrees that TSP shall have the right, with prior notice, to inspect the System to determine compliance with all conditions set forth in the Agreement.

14.2. MAINTENANCE.

If Product maintenance is required Customer may contact TSP at:



1.855.SAY.SOLAR



SERVICE@TITANSOLARPOWER.COM



All mail inquiries should be directed
towards TSP Corporate Headquarters:
ATTN: Titan Solar Power NC, Inc.
525 W. Baseline Rd.; Mesa, AZ 85210

14.3. EXPANSION AND RELOCATION: TSP shall have a right of first refusal to provide additional work if Customer wishes to expand the System in the future. This is to maintain original manufacturers' warranties. Failure of Customer to provide TSP the right of first refusal may void any and all manufacturer warranties.

14.4. EXPENSES: TSP shall have the exclusive right to perform all Product required repairs or System expansions or relocations. Repairs and relocation will be at the expense of Customer. Customer acknowledges and agrees that failure to have TSP perform the services identified in this subsection may result in voidance of warranties, including but not limited to the Limited Warranty.

15. CUSTOMER TAX OBLIGATIONS: 📄

Customer understands and agrees that TSP and its representatives are not tax professionals. Customer further agrees that it is Customer's sole responsibility to determine what tax obligations, if any, Customer may be required to pay as a result of the System including, but not limited to: the assessed value of the property tax assessments associated with the System calculated the year the Agreement is signed; transaction privilege taxes that may be asserted against Customer; and any obligation of Customer to transfer tax credits or incentives for the System to any other person.



16. NO SAVINGS GUARANTEE:

Customer explicitly acknowledges, and by executing this Agreement understands, TSP provides no warranty or guaranty with respect to any cost savings from use of the System. Electrical usage and savings are determined by many factors including but not limited to utility rates, amount of power used and loads applied from within and around the Property, any and all of which can cause a shift in the total amount of power needed to create savings. System performance relating to production is estimated based on assumptions of system size, orientation, shading and slope of roof.

17. NO TAX OR REBATE REPRESENTATIONS:

Customer explicitly acknowledges that TSP has made no representations regarding any state or federal tax incentives or rebates for which Customer might be eligible. Customer further acknowledges that the Price does not reflect any state or federal tax incentives or rebates for which Customer might be eligible.

18. GENERAL PROVISIONS.

18.1. GOVERNING LAW: This Agreement is governed by the laws and existing authorities where the Property is located.

18.2. NOTICES: All notices given by either Party hereunder must be in writing and delivered by personal delivery, certified mail (return receipt requested), or overnight courier. Notices to either Party shall be sent to the respective Party's provided addresses.

18.3. SURVIVAL: The provisions of Sections 6-7 and Sections 10-11 of these Terms and Conditions shall survive the expiration or termination of this Agreement for any reason, along with all indemnity obligations hereunder.

18.4. ASSIGNMENT: Exception as set forth in Section 18.5 below, neither Party may assign any of its rights hereunder without the prior written consent of the other Party. Under no circumstance should consent be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, TSP may, without consent of Customer, assign this Agreement to any TSP affiliate. Any purported assignment in violation of this Section 18.4 shall be null and void.

18.5. RIGHT TO SUBCONTRACT: TSP reserves the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third-party ("Subcontractor"). The Agreement may be assigned, sold, or transferred without Customer's consent to a Subcontractor who will be bound by the terms of the Agreement. If a transfer occurs you will be notified if this will change the address or phone number to use for System maintenance or warranty requests.

18.6. WAIVER: No waiver of any of the provisions by any Party shall be effective unless explicitly set forth in writing and signed by the second Party.

18.7. AMENDMENT AND MODIFICATION: This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the signing authority of each Party.



18.8. HEADINGS: The headings in this Agreement are for reference only and shall not affect its interpretation.

18.9. SEVERABILITY: The Parties agree that the provisions of this Agreement are severable, and if any part of the Agreement is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

18.10. COUNTERPARTS: This Agreement may be executed in counterparts with the same force and effect when both Parties have executed and delivered a counterpart of this Agreement to the other.

18.11. NON-DISPARAGEMENT: Parties agree not to disparage the other in relation to performance of the Agreement. The term disparage includes, without limitation, comments or statements made in any manner or medium in the press and/or social media about the Party which would adversely affect the Party's reputation or ability to conduct business.

19. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties. Any plans, specifications, and other data furnished with or in connection with this Agreement are descriptive of the specifications, terms and conditions contained herein. The terms of this Agreement shall prevail in case of conflict between the provisions stated in the plans and specifications or other data, and the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



CUSTOMER

Date: 1/7/2022

Signed: DocuSigned by:
[Redacted Signature] A3B4BECFA76A437...

Name: [Redacted Name]

TSP REPRESENTATIVE

Date: 1/7/2022
[Redacted Signature]

Signed: [Redacted Signature]

Name: [Redacted Name]

**THANK YOU FOR BEING
POWERED BY TITAN**



3-DAY RIGHT OF RESCISSION AND NOTICE OF RIGHT TO CANCEL

The Notice of Cancellation, regarding your right to cancel this contract attached hereto is made a part to this contract.

Notice of Cancellation _____

Date of Transaction 1/7/2022

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, payments made under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice. Additionally, any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

Certain aspects of executing the work relating to this contract have fees associated with them. Such items include but are not limited to sight survey, design, permitting etc. The consumer acknowledges that cancelling this contract may result in the consumer being responsible for said fees.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to: **Corporate Office: Titan Solar Power 525 W Baseline Rd. Mesa, AZ 85210**

No later than midnight of 01/12/2022 (date),
I hereby cancel this transaction _____(date)

(Customer's printed name) _____

(Customer's signature) _____

I ACKNOWLEDGE RECEIPT OF THIS NOTICE OF RIGHT TO CANCEL

1/7/2022

Date

DocuSigned by:

A3B4BECFA76A437...
Customer Signature



DISCLOSURES

By signing below, customer explicitly acknowledges that if the system is leased, a transfer of the lease agreement may be subject to restrictions pursuant to the agreement and could affect customer's ability to modify or transfer ownership of the system, including whether any modification or transfer is subject to review or approval by a third party. In the event modification or transfer of the system is subject to review or approval by a third party, its contact information is below:

Name: [REDACTED]

Address: 1179 Ridgeland Dr Creedmoor NC 27522

Telephone number: [REDACTED]

If applicable, TSP will provide customer notice of any change in the entity response for approving modification or transfer.

By signing below, customer explicitly acknowledges a modification or transfer of ownership of the real property to which the system is or will be affixed may be subject to restrictions pursuant to the agreement. Customer's ability to modify or transfer ownership of the real property to which the system is installed or affixed may be subject to review or approval by a third party. In the event modification or transfer of real property is subject to review or approval by a third party, its contact information is below:

Name: [REDACTED]

Address: 1179 Ridgeland Dr Creedmoor NC 27522

Telephone number: [REDACTED]

If applicable, TSP will provide customer notice of any change in the entity responsible for approving modification or transfer.

By signing below, customer explicitly acknowledges that utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted and projected savings from your solar energy facility are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative, or regulatory action. Actual utility rates may go up or down and actual savings may vary.

I ACKNOWLEDGE RECEIPT OF THESE DISCLOSURES1/7/2022

Date

DocuSigned by:

A3B4BECFA76A437...

Customer Signature





AUTHORIZATION DOCUMENT

By signing below, I authorize Titan Solar Power NC, Inc. ("TSP") to use my digital signature on any permit applications, Notice(s) of Commencement, authorization forms, interconnection applications, utility rebates, net metering application forms, city clearance application forms, and all similar documents related to my solar project. I also authorize TSP to use my same digital signature for any Home Owners Association ("HOA") application(s) as needed to complete my solar project.

I understand HOAs generally do not work directly with contractors for solar project approval. If necessary I will contact the HOA directly to get approval for my solar project. TSP will provide project plans and equipment specifications upon my request.

TSP will provide me a copy of all applications or related documents using this digital signature. TSP will not use this document for any forms or applications other than those listed above.

DocuSigned by:
[Redacted Signature]
A3B49ECFA76A437
(Customer Signature)

[Redacted Name]
(Printed Customer Name)

1/7/2022
(Date)

(Customer Signature)

(Printed Customer Name)

(Date)



[Redacted Initials]

YNNN


Wake Electric Membership Corp

PO Box 1229

Wake Forest NC 27588-1229

Payment Location:

Wake Forest Office - 100 South Franklin Street

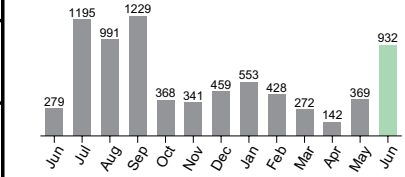
Phone: 1-800-474-6300

Website: www.wemc.com

Payment & Outage Line:

855-280-1147

267 0 AV 0.507

5 267
C-11179 RIDGELAND DR
CREEDMOOR NC 27522-7279
KWH USAGE HISTORY
Current Month's
Average KWH
Per Day
31Average Cost
Per Day
\$3.63Same Month
Last Year
Average KWH
Per Day
9
Monthly Usage


2023

2024

Ceiling fans can help save energy. This summer, raise the thermostat a few degrees and turn on ceiling fans to reduce a/c costs. Set fan blades to rotate counterclockwise which will create a windchill effect on your skin to make you feel a few degrees cooler. It's also time to complete maintenance on your a/c unit(s).

ACCOUNT NUMBER		BILL DATE	SERVICE LOCATION				WPCA	BILL TYPE	TELEPHONE				
[REDACTED]		06/14/2024	RIDGELAND DR 1179				0.000	NORMAL	(347) 851-0102				
SERVICES FROM		TO	NO. DAYS	METER NUMBER	READING		RATE		MULT.	KWH USAGE	DEMAND		
05/13/2024		06/12/2024	30	65616	12116	13048	RESIDENTIAL .12 ¢		1.00	859	0.000		
05/13/2024		06/12/2024	30	65616	3764	4131	GENERATION CREDIT .04 ¢		1.00	367	0.000		
05/13/2024		06/12/2024	30	65616	12116	13048	SOLAR MID-DAY DISCOUNT .08 ¢		1.00	73	0.000		
ACTIVITY SINCE LAST BILL						\$ AMOUNT		CURRENT BILL INFORMATION				\$ AMOUNT	
PREVIOUS BALANCE						70.93		PRIOR BALANCE				0.00	
PAYMENT THANK YOU						-70.93		ENERGY USED				108.92	
								ENERGY GENERATED				-14.68	
								FACILITY CHARGE				15.00	
								STREET LIGHT				2.86	
								STATE SALES TAX				8.88	

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT
1179 RIDGELAND DR
CREEDMOOR NC 27522-0000

ACCOUNT NUMBER	[REDACTED]
CURRENT CHARGES DUE BY 07/11/2024	[REDACTED]
PREVIOUS BALANCE	[REDACTED]
TOTAL AMOUNT DUE	[REDACTED]

- DID YOU KNOW? YOU CAN USE YOUR BANK'S ON-LINE BILL PAYMENT SERVICE.
- ☐ CHECK HERE TO INDICATE ADDRESS AND/OR PHONE NUMBER CHANGE ON BACK.
- ☐ CHECK HERE FOR AUTOMATIC BANK DRAFT SERVICE. COMPLETE APPLICATION ON THE BACK OF THIS STUB. VOIDED CHECK MUST BE PROVIDED.
- MORE INFORMATION ON BACK OF BILL

WAKE ELECTRIC
PO BOX 1229
WAKE FOREST NC 27588-1229

2



3504710475225010000120980000000000061420248



Wake Electric Membership Corp

A Touchstone Energy® Cooperative 

www.wemc.com

Telephone Hours: 7:30 am to 5:30 pm -- Mon - Fri
Telephone numbers: 919-863-6300 or 800-474-6300
Payment and Outage Line: 855-280-1147
Office Hours: 8:00 am to 5:00 pm -- Mon - Fri

Payment Options

- Bills are due when rendered.
- A night deposit box is located at 100 South Franklin Street, Wake Forest, for your convenience.
- Payments may also be made by bank draft or mail. If mailing, please allow time for payments to reach our office.
- Payments can also be made online at www.wemc.com
- Budget Billing
 - The Fixed budget plan is figured on an average of usage history. On the 12th month a settle up Balance due will be billed.
 - The Levelized budget plan requires 12 month usage history. Your current month usage is averaged with previous 11 months, each month. This plan continues to average without a settle up billing.
- If your bill shows a disconnect notice, you may contact our office to discuss payment arrangements in order to avoid disconnection of service due to the fact you cannot pay the past due balance in full. If you have been certified by a local social services office to be eligible for energy assistance or if someone in your household is seriously ill, contact our office.

Triangle Services Group

- Security Systems
- Surge Protection

For more information about our programs and services, call Triangle Services Group @ 919-863-6306

Schedule of Charges

Membership	\$5
*Connection (each)	\$20
Late Payment	1.5%, \$5 Min
Return Check	\$25
*Field/Remote Collection	\$20
*Residential Temporary Service	\$50
*Non-Pay Reconnect	\$30
*Overtime Non-Pay Reconnect(additional)	\$25
Meter Test	\$10
Investigation Fee	\$200
*Same Day Service	\$75

*Sales tax will be applied.

If Your Power Goes Off . . .

Outage trouble may not be in the Cooperative's lines, but somewhere in your home. You should first check your circuit breakers or fuses when you first lose power. Often, a blown fuse or tripped breaker may be the problem. If that's not the cause, call Wake Electric's automated outage reporting number: **855-280-1147**

Call Before You Dig -- It's the Law!

If you plan to do any digging -- please remember to use the NC One Call Center to locate power lines, telephone lines, and other underground facilities. The phone number is 811.

Can't get cable or DSL? Not satisfied with your current Internet Service? Check out ViaSat @ www.touchnc.net.

For sales or service call toll free 877-908-6824. Questions? Email information@touchnc.net.

AUTOMATIC BANK DRAFT SERVICE AUTHORIZATION (Please check box on front of stub)

I hereby authorize WEMC to debit my bank account for payment of my monthly electric bill. This authorization will remain in effect until revoked by me or WEMC. Voided check must be provided.

Signature _____ Date _____
(Required)

Select from three due dates:

If your due date is:

4th

11th

18th

25th

Chose one of these three dates
for your account to be drafted

☐ 20th

☐ 27th

☐ 6th

☐ 13th

☐ 27th

☐ 6th

☐ 13th

☐ 20th

☐ 4th

☐ 11th

☐ 18th

☐ 25th

You can also sign up for draft at <https://wemc.smarthub.coop> or by calling our dedicated pay by phone option at 855-280-1147.

Please note any changes in your mailing address and/or phone number.

New Address:

City

State

Zip

Phone Number

()

Signature (REQUIRED)