



STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
Buyer Initials 1. Mineral rights were severed from the property by a previous owner.	☐	☐	☒
Buyer Initials 2. Seller has severed the mineral rights from the property.	☐	☒	
Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☒	
Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☒
Buyer Initials 5. Seller has severed the oil and gas rights from the property.	☐	☒	
Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☒	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. 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 this Disclosure 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.

Property Address: 6001 Titanic CT, Wake Forest, NC 27587

Owner's Name(s): Mary Hodge

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

Owner Signature: Mary Hodge Date 7/25/2026

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; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

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) _____ 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: _____

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):

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: Mary Hodge

Date: 9/3/2016

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: _____

20. **Additional Terms:** _____
_____. If there is a conflict between the terms in this section and any other part of this Agreement, the terms in this section will control. Firm and Seller may also insert "see attached" and add additional terms with a separate addendum.

21. **Merger; Termination; Modification; Assignment; Enforcement; Attorney's Fees; and Governing Law:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This Agreement may only be terminated or modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. In the event of termination, Firm may require reimbursement of fees, costs, and expenses, in addition to other remedies. Subject to statutory limitations, if legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

22. **NONDISCRIMINATION:** FIRM SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY TRANSACTION.

Seller: (Name) Mary Hodge (Signature) Mary Hodge (Date) 9/3/2026
Contact: (Phone and Email) _____ maryhodge21@icloud.com
Mailing Address: _____

Seller: (Name) _____ (Signature) _____ (Date) _____
Contact: (Phone and Email) _____
Mailing Address: _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____
By: (Name & Title) _____ (Signature) _____ (Date) _____
Contact: (Phone and Email) _____
Mailing Address: _____

Firm: (Name) Grow Local Realty (License Num.) C23760 (Phone) 919-238-9230
By: (Agent Signature) _____ (License Num.) _____ (Date) _____
Office Address: 300 S Main Street #212, Holly Springs, NC 27540
Agent Contact: (Phone, Fax, and Email) _____

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

[Handwritten Signature]

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

Yes No NR

☐ Central Forced Air: _____ Year: _____ ☐ 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):

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: _____



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: _____



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
Septic system	☐	☐	☐	☒
Sewer system	☐	☐	☐	☒

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

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

Buyer Initials _____ Owner Initials M. A.
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: _____ If not owner-occupied, how long has it been since the owner occupied the property? _____	☐	☐	☒																																																																																						
A2. In what year was the dwelling constructed? _____			☒																																																																																						
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? _____			☒																																																																																						
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?	☐	☐	☒																																																																																						
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<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 10%; text-align: center;">NA</th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> <th style="width: 10%; text-align: center;">NR</th> <th style="width: 25%;"></th> <th style="width: 10%; text-align: center;">NA</th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> <th style="width: 10%; text-align: center;">NR</th> <th style="width: 25%;"></th> <th style="width: 10%; text-align: center;">NA</th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> <th style="width: 10%; text-align: center;">NR</th> </tr> </thead> <tbody> <tr> <td>Foundation</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Windows</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Attached Garage</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> <tr> <td>Slab</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Doors</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Fireplace/Chimney</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> <tr> <td>Patio</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Ceilings</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Interior/Exterior Walls</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> <tr> <td>Floors</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Deck</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> <td>Other: _____</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </tbody> </table>		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: _____	☐	☐	☐	☒														
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Explanations for questions in Section A (identify the specific question for each explanation):

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

Buyer Initials _____ Owner Initials M. H.
 Buyer Initials _____ Owner Initials _____



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 6001 Titanic CT, Wake Forest, NC 27587
Owner's Name(s): Mary Hodge

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 M. H.
Buyer Initials _____ Owner Initials _____

- u. The Property ☐ is ☒ is not in violation of any law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning). If the Property is, explain details: _____
- v. Other reasons Seller may not be able to sell the Property: _____
- w. Other Seller Disclosures or Representations: _____
13. **Seller's Duties:** Seller agrees to: fully cooperate with Firm; provide reasonable access to the Property; provide Firm with information and documents upon request; allow Firm to provide documents to other parties as necessary to facilitate a purchase; deliver a general warranty deed at closing; and comply with any purchase contract. **Seller must provide valid identification at any time upon request and affirms that their identification is current. Seller affirms they have the legal right to sell the Property.**
14. **Surveillance; Photographs; and Video:**
- a. Federal and state laws prohibit the recording of oral communications without consent. However, video surveillance without consent may be permitted. Seller may not intrude on a buyer's reasonable expectation of privacy. Seller should only video spaces in plain view. If Seller were to intrude on a buyer's privacy, then Seller may be subject to liability. Firm may not have control of pictures or videos of a property, and accordingly, such information will not be removed from public display.
- b. Firm is specifically authorized to use, for any purposes whatsoever, any and all photographs, drawings, video, advertising copy or other information obtained by or provided to Firm pursuant to this Agreement (including but not limited to any information concerning the price and terms of the sale of the Property, the description of the Property and the length of time the Property is on the market) ("Materials"), both before and after the sale or, in the event there is not a sale, after this Agreement has expired or terminated. Seller shall not have or acquire any rights to use any of the Materials created by, on behalf of, or at the direction of Firm or an agent of Firm either during or after the Term of this Agreement without Firm's written consent. If Seller provides any Materials to Firm ("Seller Materials"), Seller represents that Seller owns the Seller Materials or otherwise has the legal right to provide the Seller Materials to Firm, and Seller grants to Firm and any listing service in which Firm or its agents participate a nonexclusive, perpetual license to use the Seller Materials, including the rights to display, reproduce, distribute or make derivative works from the Seller Materials. Seller agrees to indemnify and hold Firm and its agents harmless from any and all claims resulting from use of the Seller Materials under the terms of this license.
15. **Other Professional Advice:** Seller is advised to seek other professional advice regarding law, taxes, financing, insurance, surveying, wood destroying insects, structural soundness, engineering, building construction, and other matters related to purchasing real estate. Seller also should consider seeking legal advice regarding this Agreement. Firm may provide recommendations for these other services, but Firm cannot guarantee the quality or level of expertise. Seller agrees to hold Firm harmless regarding Seller's use of other professional services. Seller also agrees to fully indemnify Firm if a claim is brought against Firm stemming from Seller's use of other professionals or Seller's election not to use other professionals.
16. **Seller Inspection Costs:** If Seller orders or directs Firm to order inspections or other professional services as part of selling the Property, Seller, and not Firm, must pay for all such inspection costs and other professional services unless otherwise agreed. Buyer-incurred inspection costs are not addressed in this section and may be negotiated later as part of a purchase contract.
17. **Confidentiality:** Firm will not disclose the price or other terms of an offer by any buyer to a competing party without the express consent of that buyer. However, Seller may elect not to treat a buyer's offer as confidential. Seller may also elect not to disclose other offers and instruct Firm to keep that information confidential.
18. **WIRE FRAUD WARNING:** Before sending any wire, Seller should verify the recipient's phone number independently, and call the recipient to verify the wiring instructions. If Seller receives wiring instructions for a different bank, branch location, or account name or number, they should be presumed fraudulent. If fraud is at all suspected, do not send any funds, contact the recipient immediately, and presume that any phone number received in an email from the closing attorney, Firm, another real estate agent, or anyone else is fraudulent. Seller understands that there are risks associated with wire transfers that are not within the reasonable control of Firm. Seller agrees to release and discharge Firm and Firm's agents from all claims not caused by gross negligence relating to a wire transfer associated with the Services.
19. **FinCEN Disclosure:** FinCEN, the Financial Crimes Enforcement Network, is a bureau of the Department of the Treasury. It investigates and prosecutes financial crimes, and it collects and analyzes transaction data for this purpose, among others. FinCEN's Residential Real Estate Rule requires certain professionals involved in residential real estate closings, including closing attorneys, to submit reports to FinCEN regarding certain transfers to legal entities or trusts. The rule aims to increase transparency and combat money laundering and terrorism financing, however, it may also increase closing costs.