

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT, dated _____ by and between Creative Carolina Properties, LLC, hereinafter "Seller" whose address is PO Box 627, Centreville, VA 20122, and _____, hereinafter "Buyer" whose address is _____.

IN CONSIDERATION OF MUTUAL COVENANTS, promises, sums paid and other good and valuable consideration, the Seller agrees to sell and the Buyer agrees to purchase the property known as _____,

hereinafter "Property" including all systems, fixtures, appliances, and improvements at the Property as existing and installed at time of ratification, in as-is condition.

SALES PRICES. The total price of the Property is _____. As consideration for this Agreement, Buyer shall pay an earnest money deposit of _____, in certified funds, to be held by _____ until closing. The deposit is non-refundable and will not be returned to Buyer if settlement does not occur, unless such failure of settlement is due to Seller's actions. Buyer shall pay the purchase price at settlement by cashier's check or wire transfer of which sum the earnest money deposit shall be a part.

FINANCING CONTINGENCY. Buyer agrees to purchase with no financing contingency.

SETTLEMENT. Buyer and Seller mutually agree that settlement shall occur at Hutchens Law Firm (910-509-7480) and shall not be changed unless agreed to in writing by both Buyer and Seller. All settlement charges, recordation tax and any state or local transfer taxes shall be paid by Buyer. Seller shall pay no settlement charges, fees, or recordation tax.

TITLE. If defects are found in the title, Seller agrees to pay for the costs of clearing title and settlement shall be delayed for a reasonable time until a clear title can be conveyed, but in no event more than sixty (60) days from the settlement date designated herein. If clear title cannot be delivered within such period, this Agreement shall be null and void and earnest money returned to Buyer with no penalty to Seller. Seller and Buyer shall make full settlement in accordance with the terms of this Agreement, on or before _____.

FORFEITURE OF DEPOSIT AND LEGAL REMEDIES. If Seller shall fail to settle, Buyer shall be entitled to return of Buyer's deposit as Buyer's full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this agreement. If Buyer fails to settle, the deposit shall be forfeited and in addition Seller may seek any legal or equitable rights or remedies which Seller may have under this Agreement and shall be entitled to recovery from Buyer the cost of any title work, closing costs, and interest due, whether the same were to be paid by Seller or Buyer. In connection with any dispute arising out of this Agreement, the prevailing party will be entitled to recover all costs including reasonable attorney's fees.

ADJUSTMENTS. Rents, taxes, water & sewer charges, heating oil, homeowner association dues, condominium dues and other charge or interest relating to existing encumbrances which are assumed or taken subject to, shall be adjusted as of the date of settlement.

RISK OF LOSS. The risk of loss or damage to the Property by fire or other casualty shall be assumed by Seller until settlement. Buyer shall insure Property as of the settlement date.

1 of 2 Seller *JS* / _____ Buyer _____ / _____

CONDITION OF PREMISES & WARRANTIES. Seller makes no warranty as to the Property and advises the Buyer that the Property is sold in "as-is" condition. Buyer understands that Buyer is entitled to a statement from the Seller as to the physical condition of the Property. Sellers hereby informs the Buyer that they have never lived in the Property and Seller disclaims providing a statement of the physical condition of the Property to the Buyer.

POSSESSION. Possession of the Property shall be delivered to Buyer at settlement.

NOTICES. Notices required to be given to Seller by this Agreement shall be in writing and effective as of the date on which such notice is delivered or emailed to Seller at the address indicated below. Notice required to be given to Buyer by this Agreement shall also be in writing and effective either when delivered to Buyer or when mailed or emailed to Buyer's address as indicated below.

MISCELLANEOUS: Buyer and Seller mutually agree that this Agreement shall be binding upon them, their heirs, executors, administrators, personal representative, successors and assigns; and that this Agreement contains the final and entire agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Each party has had the opportunity to obtain advice from their own attorney in regard to this Agreement.

Buyer acknowledges that Seller is a "contract owner", not the current title holder of the Property, and that this Agreement is contingent upon Seller being able to convey marketable title to Buyer. If Seller is unable to convey marketable title, there shall not be a penalty to Seller and Buyer's earnest money deposit shall be returned to Buyer as Buyer's sole recourse against Seller.

Buyer agrees to sign an assignment agreement or purchase agreement directly with the current title holder prior to closing. If that happens, Buyer agrees that any difference in the net purchase price between said agreement and this Agreement shall be paid to Seller at closing. Seller and Buyer agree that if there are any discrepancies between this Agreement and another between Buyer, Seller, and/or current title holder, the terms of this Agreement shall prevail.

Buyer	Phone #	Email	Date
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Buyer	Phone #	Email	Date
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Seller	Phone #	Email	Date
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Seller	Phone #	Email	Date
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RESIDENTIAL PROPERTY DISCLOSURES

NOTICE TO SELLER AND PURCHASER

1. **CONDITION:** The owner(s) makes no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary including obtaining a certified home inspection prior to settlement on the parcel of residential real property.
2. **ADJACENT PARCELS:** The owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.
3. **HISTORIC DISTRICT ORDINANCE(S):** The owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinances affect the property, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to any historic district designated by the locality, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement on the parcel of residential real property.
4. **RESOURCE PROTECTIONS AREAS:** The owner(s) makes no representations with respect to whether the property contains any resource protection areas adopted by the locality where the property is located, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.
5. **SEXUAL OFFENDERS:** The owner(s) makes no representations with respect to information on any sexual offenders registered and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

6. **DAM BREAK INUNDATION ZONE(S):** The owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.


7. **STORMWATER DETENTION:** The owner(s) makes no representations with respect to the presence of any stormwater detention facilities located on the property and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine the presence of any stormwater detention facilities on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

8. **WASTEWATER SYSTEM:** The owner(s) makes no representatives with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser(s) is advised to exercise whatever due diligence the purchase(s) deems necessary to determine the presence of any whatsoever system on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

Receipt acknowledged:

PURCHASER(S):

SELLER(S):



Manager

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Property Address: _____

Lead Warning Statement

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the purchaser/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the purchaser/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (Check one below):

~~_____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing(explain):~~

_____ (ii) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller/landlord. (Check one below):

~~_____ (i) Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):~~

_____ (ii) Seller/Landlord has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGEMENT (initial)

_____ (c) Purchaser/Tenant has read the Lead Warning Statement above

_____ (d) Purchaser/Tenant has received copies of all information listed above.

_____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.

_____ (f) Purchaser/Tenant has (check one below):

~~_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or~~

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

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

Manager

Seller/Landlord

Date

Purchaser/Tenant

Date

Seller/Landlord

Date

Purchaser/Tenant

Date



STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNER'S ASSOCIATION DISCLOSURE STATEMENT

Property Address/Description: _____

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling." It is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- 1. In what year was the dwelling constructed? Explain if necessary:
2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimney's, floors, windows...
3. The dwelling's exterior walls are made of what type of material? Brick Veneer, Wood, Stone, Vinyl, Synthetic Stucco, Composition/Hardboard, Concrete, Fiber Cement, Aluminum, Asbestos, Other
4. In what year was the dwelling's roof covering installed? Explain if necessary:
5. Is there any leakage or other problem with the dwelling's roof?
6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?
7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?
8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?
9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?
10. What is the dwelling's heat source? Furnace, Heat Pump, Baseboard, Other
11. What is the dwelling's cooling source? Central Forced Air, Wall/Window Unit(s), Other
12. What are the dwelling's fuel sources? Electricity, Natural Gas, Propane, Other
13. What is the dwelling's water supply source? City/County, Community System, Private Well, Shared Well, Other
14. The dwelling's water pipes are made of what type of material? Copper, Galvanized, Plastic, Polybutylene, Other
15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?
16. What is the dwelling's sewage disposal system? Septic Tank, Septic Tank with Pump, Community System, Connected to City/County System, City County System available, Straight Pipe, Other
17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes" how many bedrooms are allowed? No records available
18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?
19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other system?
20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?

Owner Initial and Date _____

Owner Initials and Date _____

Purchaser Initials and Date _____

Purchaser Initials and Date _____

- | | <u>Yes</u> | <u>No</u> | <u>No
Representatives</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. Have you ever been notified by a government agency that the property is in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) which affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 29. Is the property the subject of a flood hazard or is the property located in a federally-designated flood hazard area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Does the property abut or adjoin any private road(s) or street(s)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets, if necessary):

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector or other expert, dealing with matters within the scope of that public agency's functions of the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | <u>Yes</u> | <u>No</u> | <u>No
Representatives</u> |
|--|--------------------------|--------------------------|-------------------------------------|
| 32. To your knowledge, is the property subject to regulation by one or more owners' association(s) or governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot, including, but not limited to obligations to pay regular assessments or dues and special assessments? If your answer is "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]: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| •(specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____ | | | |
| _____ | | | |
| _____ | | | |
| •(specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____ | | | |
| _____ | | | |
| _____ | | | |

* If you answered "Yes" to questions 32 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 32 above, you do not need to answer the remaining questions on this Disclosure Statements. Skip to the bottom of the last page and initial and date the page.

Owner Initial and Date ly _____ Owner Initials and Date _____

Purchaser Initials and Date _____ Purchaser Initials and Date _____

- | | <u>Yes</u> | <u>No</u> | <u>No
Representatives</u> |
|--|--------------------------|--------------------------|-------------------------------------|
| 33. Are any fees 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 your answer is “yes”, please state the amount of the fees: _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. As of the date this Disclosure Statement is signed, there are no other dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is “yes”, please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 35. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is “yes,” please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgements against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is “yes”, please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 37. Which of the following services and amenities are paid for by the owners’ association(s) identified above out of the association’s regular assessments (“dues”)? (Check all that apply). | | | |

	<u>Yes</u>	<u>No</u>	<u>No Representatives</u>
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- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| Management Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Building Maintenance of Property to be Conveyed | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Exterior Yard/Landscaping Maintenance of Lot to be Conveyed | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Common Areas Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Trash Removal | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Recreational Amenity Maintenance (specify amenities covered) _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pest Treatment/Extermination | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Street Lights | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sewer | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Storm water Management/Drainage/Ponds | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Internet Service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Cable | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Private Road Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Parking Area Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Gate and/or Security | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Other: (specify) **Owner states and Purchaser hereby acknowledges that Owner has never lived in Property, purchased the property as an investment, may or may not have ever entered the property, can not represent its condition and encourages purchase to get a home inspection by a professional prior to writing a contract to purchase property.**

Owner Initial and Date
Purchaser Initials and Date

Owner Initials and Date
Purchaser Initials and Date