



STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate...
2. You must respond to each of the questions on the following pages of this form by filling in the requested information...
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers...
4. You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property.

Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer.

- 5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 40426 Ocean Isle Loop, AVON, NC 27915

Owner's Name(s): Annette M. Garza, Edward G. Garza

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

Owner Signature: Annette M. Garza Annette M. Garza Date 4/27/2024
Owner Signature: Edward G. Garza Edward G. Garza Date 4/27/2024

Buyers 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 owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents.

Buyer Signature:
Buyer Signature:

Property Address/Description: **40426 Ocean Isle Loop, AVON, NC 27915**

Parcel ID 014564017, Neighborhood 01050013, ZONING CODE C-2

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.

- | | Yes | No | <u>No
Representation</u> |
|--|--------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? _____
Explain if necessary: _____ | | | <input checked="" type="checkbox"/> |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl
<input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos
<input type="checkbox"/> Other _____ (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available) Explain if necessary: _____ | | | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____
(Check all that apply) Age of system: _____ | | | <input checked="" type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____
(Check all that apply) Age of system: _____ | | | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____
(Check all that apply)
If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply)..... | | | <input checked="" type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply)..... | | | <input checked="" type="checkbox"/> |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____ (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 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? _____ <input type="checkbox"/> No records available | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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.)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date _____	Owner Initials and Date ^{DS} <u>IMG</u> _____	4/27/2024
Buyer Initials and Date _____	Owner Initials and Date ^{DS} <u>EGG</u> _____	4/27/2024

- | | Yes | No | <u>No
Representation</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. Is the property to be conveyed 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) located on or which otherwise 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 subject to 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 or 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.

- | | Yes | No | <u>No
Representation</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 33. 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 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 _____

Buyer Initials and Date _____	Owner Initials and Date AMG _____	4/27/2024
Buyer Initials and Date _____	Owner Initials and Date EGG _____	4/27/2024

***If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

- | | Yes | No | <u>No
Representation</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| 34. 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"/> |
| 35. As of the date this Disclosure Statement is signed, are there any 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"/> |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? 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. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , 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"/> |
| 38. 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). | | | |

- | | Yes | No | <u>No
Representation</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| 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"/> |
| Master Insurance..... | <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) _____
_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date _____	Owner Initials and Date <u>IMG</u> 4/27/2024
Buyer Initials and Date _____	Owner Initials and Date <u>EGG</u> 4/27/2024



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:

Table with 3 columns: Question, Yes, No, No Representation. Contains 6 rows of disclosure questions regarding mineral and oil/gas rights severance.

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: 40426 Ocean Isle Loop, AVON, NC 27915

Owner's Name(s): Annette M. Garza, Edward G. Garza

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: Annette M. Garza Date 4/27/2024

Owner Signature: Edward G. Garza Date 4/27/2024

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

REC 4.25

1/1/15

Vacation Rental Act/Property Management Disclosure Form

PART I: Listing Property for Sale

Instructions for Part I: This part of the form is to be completed at the time a property is listed for sale. **This form will remain in effect for the life of the listing agreement.**

SECTION 1

TO BE COMPLETED BY: Listing Agent
TO BE SENT TO: Property Management Firm
WHEN: Within two business days of the property being listed for sale

Owner(s) Name: Annette M. Garza, Edward G. Garza

Property Address: 40426 Ocean Isle Loop, AVON, NC 27915

Property Name/Number: TIME AWAY

Listing Agent/Firm: Everette E Jennings III OBXBROKER L.L.P

Listing Agent's email: ev@obx.life **Ph:** (252)489-1223

Owner agrees to supply or authorize the release of current & up to three (3) previous years:

- Advertised Rental Income:** This is the sum of the advertised rents. This amount may include money that does not go to the owner, such as, but not limited to, cleaning or administrative fees. **Owner's Initial** AMG
- Owner Rental Income:** This is the sum of rental amounts subject to commission. You are NOT required to account for other owner expenses such as utilities, dues, or the actual commission amount. **Owner's Initial** AMG
- Maintenance History** **Owner's Initial** _____

Owner authorizes the Listing Agent to facilitate the sale of the property **Owner's Initial** AMG

Owner Signature & Date: Annette M. Garza 4/27/2024
DocuSigned by: Annette M. Garza

Owner Signature & Date: Edward G. Garza 4/27/2024
DocuSigned by: Edward G. Garza

SECTION 2

TO BE COMPLETED BY: Property Management Firm
TO BE SENT TO: Seller's Agent
WHEN: Upon initial receipt of this form from Seller's Agent

Property Management Firm: _____

Primary Contact Name: _____

Primary Contact Type: Showing Change of Ownership Income Reports Access Codes

Primary Contact Email Address: _____ **Ph:** _____

Secondary Contact Name: _____

Secondary Contact Type: Showing Change of Ownership Income Reports Access Codes

Secondary Contact Email Address: _____ **Ph:** _____

PMA Cancellation Penalty: _____ **Date PMA Expires:** _____

Note: All vacation rental agreements ending within **180 days** of recorded closing date **MUST BE HONORED PURSUANT TO G.S. 42A-19.**

Prorations? Yes _____ No

Turn Day: Fri Sat Sun Flex **Can property be shown when rented with notice? (Y/N)?** _____

Accounting Name: _____ **Accounting Phone:** _____

Accounting Email: _____

Identify Leased Items: Keyless Entry Linens Other _____

Vacation Rental Act/Property Management Disclosure Form PART II: Property Under Contract

Instructions for Part II: This part is to be initiated at the time the property goes under contract. The Buyer's information is to be shared with the Property Management Firm so that the proper notification can be given to the Buyer regarding any tenants holding leases. Please note: a Buyer who has the property under contract has the right to request copies of tenant leases prior to closing. The form also provides the Buyers' intentions as to property management so that proper notification can be given to future tenants.

TO BE COMPLETED BY: Buyer's Agent
TO BE SENT TO: Property Management Firm
WHEN: Within two business days of going under contract OR any time new information is entered.

Property Name/Number: TIME AWAY

Under Contract Date: _____

Due Diligence Expiration: _____

Estimated Closing Date: _____

Buyer 1: _____ **Phone** _____

Buyer's Email Address: _____

Buyer 2: _____ **Phone** _____

Buyer's Email Address: _____

Buyer's Agent Firm: OBXBROKER L.L.P **Phone:** (252)489-1223

Buyer's Agent: EVERETTE E. JENNINGS III

Buyer's Agent Email: EV@OBX.LIFE

Buyer's Attorney: _____ **Phone:** _____

Seller's Attorney: JIM GILREATH **Phone:** (252)480-1414

May Seller continue to accept future reservations? Yes No

**If no, please attach a copy of the fully executed Vacation Rental Act contract addendum.*

Buyer agrees to release contact information to property management company:

Buyer 1: _____ **Date:** _____

Buyer 2: _____ **Date:** _____

**LISTING AGENT MUST NOTIFY PROPERTY MANAGER OF ANY CHANGES TO DUE DILIGENCE PERIOD OR SCHEDULED CLOSING DATE.*

VACATION RENTAL ADDENDUM

Property: 40426 Ocean Isle Loop, AVON, NC 27915

Seller: Annette M. Garza, Edward G. Garza

Buyer:

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

1. Existing Vacation Rentals: The Property is subject to vacation rental agreement(s) as defined by the Vacation Rental Act (Chapter 42A of the North Carolina General Statutes) during the following time period(s):

find out

NOTE: Reservations made with an online vendor, including but not limited to reservations made with VRBO or AirBNB, must be disclosed and may be subject to the Vacation Rental Act.

2. Information to be Provided by Seller:

- (a) Except as provided in (b) and (c) below, within ten (10) days after Closing, Seller shall disclose to Buyer each tenant's name and address and shall provide Buyer a copy of each vacation rental agreement covering the time period(s) set forth above.
(b) In lieu of providing Buyer a copy of each such agreement, where Seller or Seller's agent utilizes a standard form vacation rental agreement, Seller may provide Buyer with a copy of the part of each such agreement that contains information unique to the tenancy...
(c) Notwithstanding (a) or (b) above, the parties agree that if prior to Closing, Buyer engages Seller's rental agent to continue to manage the Property after Closing, the rental agent is authorized to provide the information required in (a) or (b) above to Buyer.

NOTE: This paragraph 2 is not intended to limit Buyer's right to review copies of any rental agreements during the Due Diligence Period or terminate this Contract prior to the expiration of the Due Diligence Period. If Buyer desires to review copies of the vacation rental agreements prior to Closing, it is recommended that Buyer obtain copies of the rental agreements in sufficient time to allow review of the agreements prior to the expiration of the Due Diligence Period.

3. Additional Vacation Rentals: Check only ONE of the following options:

- [X] Seller may enter into additional vacation rental agreements after the Effective Date of this Contract, provided that such agreements shall be on similar terms as the Property is currently rented. This authorization shall not constitute Buyer's agreement to honor any such agreements that end more than 180 days after Closing.
[] Seller may enter into additional vacation rental agreements after the Effective Date of this Contract, provided that such agreements shall end no later than the Settlement Date of this Contract.
[] Seller may not enter into additional vacation rental agreements after the Effective Date of this Contract.

4. Rental Manager Information: If the Property is being managed for Seller, the name, address, and telephone number of the rental manager is as follows: MIDGETT REALTY Highway 12 Hatteras, NC 27943

(866) 348-8819 ("Rental Manager"). Buyer and Seller agree that Buyer will have the option of retaining another property management firm other than Rental Manager; however, if Buyer does not sign a property management agreement with Rental Manager prior to Settlement, Buyer agrees to give Seller a credit of \$ NA at Closing.



This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A13-T Revised 7/2023 © 7/2023

Buyer initials Seller initials [Signature] [Signature]

NOTE: The Vacation Rental Act contains provisions that apply to the voluntary transfer of property used for vacation rentals, including, but not limited to, the following:

- Prior to entering into any contract of sale, the Seller is required to disclose to the Buyer the time periods that the property is subject to a vacation rental agreement.
- Buyer will take title subject to vacation rental agreements that end not later than 180 days after closing; if vacation rental agreements end more than 180 days after closing, those tenants have no rights to enforce the terms of the vacation rental agreements unless Buyer agrees in writing to honor them.
- Tenants are entitled to a refund of any payments for vacation rental agreements not so honored by Buyer.
- Not later than twenty (20) days after closing, the Buyer or the Buyer's agent shall (i) notify each tenant in writing of the property transfer, the Buyer's name and address, and the date the Buyer's interest was recorded; (ii) advise each tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the Vacation Rental Act; and (iii) advise each tenant of whether he or she has the right to receive a refund of any payments made by tenant. **HOWEVER**, if Buyer engages as Buyer's broker and rental agent for the Property the broker who procured the tenant's vacation rental agreement for Seller, Buyer shall have no obligation under (i), (ii) and (iii) within this paragraph with regard to those tenants whose vacation rental agreements must be honored under the Vacation Rental Act or with regard to those tenants whose vacation rental agreements Buyer has agreed in writing to honor.

This NOTE is provided for informational purposes only and does not create any contractual obligations between Buyer and Seller or Buyer and Tenant.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Date: 4/27/2024

Seller: DocuSigned by:
Annette M. Garza
Annette M. Garza

Date: 4/27/2024

Seller: DocuSigned by:
Edward G. Garza
Edward G. Garza

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

CONTRACT AND BILL OF SALE

THIS CONTRACT AND BILL OF SALE is made and entered into this _____ day of _____, in the year _____, by and between **Annette M. Garza, Edward G. Garza** _____ (hereinafter referred to as "Seller") and _____ (hereinafter referred to as "Buyer").

WITNESSETH

1. For and in consideration of \$ **1.00** _____ and other valuable consideration, the receipt of which will occur upon closing, Seller agrees to sell, and Buyer agrees to buy, certain articles of personal property located in the building or residence located in the county of **DARE** _____ and located on the real property described as **40426 Ocean Isle Loop, AVON, NC 27915**

Said personal property being described as follows:

(check all that apply):

- All appliances;
- All interior furnishings;
- All outdoor furniture;
- All bedding and linens;
- All dishes, utensils, pots, pans, glassware, and other kitchen accessories;
- All window coverings;
- All pictures and other decorating items;
- All electronics;
- Other items: _____

2. The items of personal property that were present and located in the building or residence described above, but NOT included in this instrument are as follows: **SEE LIST OF EXCLUSIONS**

3. Contents of the owner's closets do not convey. Any television receivers, satellite dishes, wireless routers, propane gas tanks or keyless locks or similar equipment that may be present but owned by others do not convey.

4. Possession and ownership of said personal property will be transferred to Buyer on the date of transfer of title and possession of the property as stated in the Offer to Purchase and Contract between Buyer and Seller. All property listed in Section 2 shall be removed by Seller by said date of transfer.

5. The risk of loss or damage by fire or other casualty prior to closing shall be upon the Seller.

6. The personal property described above must be in substantially the same condition at closing as on the date property was viewed by the Buyer with reasonable wear and tear excepted.

7. This contract contains the entire agreement of the parties. All changes, additions, or deletions hereto must be in writing. This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors, and assigns.

8. Once the deed to the above described real property has passed from the Seller to the Buyer, and upon the delivery and acceptance of the deed of conveyance for the real property contemplated in paragraph 3 above, this instrument shall automatically operate as a Bill of Sale, and fee simple title to the above described personal property shall pass from Seller to Buyer.

9. Seller covenants that Seller is seized of the property in fee and has the right to convey the property in fee simple, that the property is free and clear of all encumbrances, and that the Seller will warrant and defend his title against the lawful claims of all persons whatsoever.

IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands and seals the day and year stated below.

_____	_____	DocuSigned by: <i>Annette M. Garza</i>	4/27/2024
Buyer	Date	Seller Annette M. Garza	Date
_____	_____	DocuSigned by: <i>Edward G. Garza</i>	4/27/2024
Buyer	Date	Seller Edward G. Garza	Date