

8922 ROBINSON CHURCH RD

1/8/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5713B** Tax Number: **108-091-06 P.O.**

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be **NO** grading, filling, or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is **NOT** transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement: ☐ Yes ☒ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

0.30 Long-term acceptance rate (GPD/ft^2)	360 Max gallons/day wastewater flow	960 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1500 Gallon septic tank	320 Total trench length (ft)	36 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
3 Bedrooms in residence	NA Gallon pump tank	NA Depth of stone (in)	

Any surface water present: **No** Type: Minimum separation distance (ft):

Additional conditions: **Install drain lines level and on contour. 100% Reapir Area not required for this parcel. System for repair area may require an effluent pump. Install a surface water diversion above drain field at right side of property.**

Repair Area System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

960 Absorption Area (ft^2) 320 Total trench length (ft)	NA Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	36 Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems in effect at the time of issuance of the permit and is subject to the following provisions:

*** No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.

*** This Improvement permit is transferable.

RSI 10/5/04
DENR Authorized Agent Date

10·18·04
Owner/Agent Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE: (704) 336-5103
FAX: (704) 336-6894

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

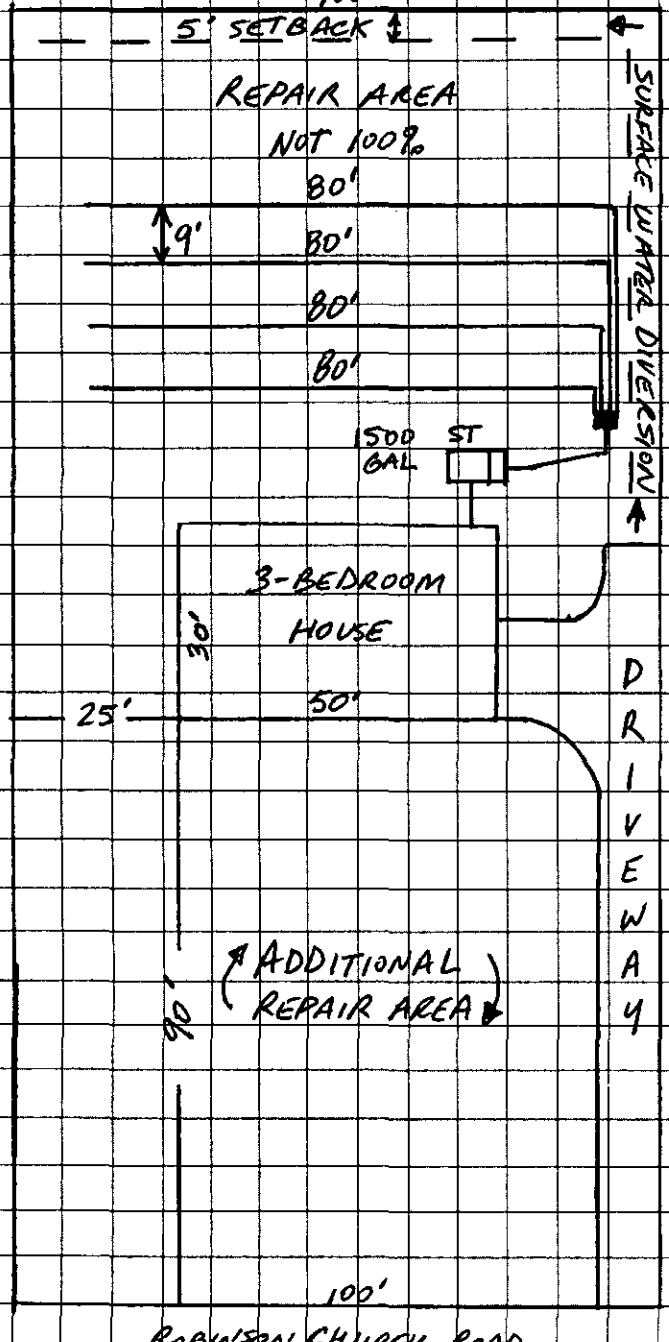
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5713 B

TC: 108-091-06 P.O.

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



SCALE: 1" = 30'

N

LOT #6 8922 ROBINSON CHURCH RD.

COMMENTS

- SYSTEM DESIGN FLOW = 360 GPD
- SITE LTAR = 0.3 GPD/FT²
- TYPE IIIg SEPTIC SYSTEM (INNOVATIVE W/ GRAVITY)
- INSTALL 4 DRAIN LINES AT 80' x 3'
- INSTALL DRAIN LINES ON 9' CENTERS, LEVEL, AND ON CONTOUR.
- 1500 GALLON SEPTIC TANK
- DISTRIBUTION BOX
- TYPE IIIg + IIIbg SEPTIC SYSTEM FOR REPAIR AREAS. MAY REQUIRE AN EFFLUENT PUMP.
- INSTALL A SURFACE WATER DIVERSION ABOVE DRAIN FIELD AT RIGHT SIDE OF PROPERTY.

SETBACKS

- 5' FROM ALL PROPERTY LINES
- 5' FROM HOUSE FOUNDATION
- 100' (50' MINIMUM) FROM ALL PRIVATE WELLS.

OWNER/AGENT SIGNATURE

DATE 10-18-04

APPROVAL DATE [signature] RSI 9/30/04

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1 of 2
Property ID: PO 108-091-06
Lot #: 6
File #: 5713B
Code: 1

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Frances N. Chapman
Applicant: Don Cash
Address: 8922 Robinson Church Road, Charlotte, N. C. 28215
Date Evaluated: 9/23/2004
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .47a
Location of Site: Robinson Church Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-4	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV .3GPD/FT^2
		4-32	SBK/C	FI/SEXP/S/P					
		32-48	SBK/CL	FR/SEXP/SS/SP					
2	"	0-5	GR/SCL	"	>50" TO SOIL WETNESS	50+	"	"	"
		5-36	SBK/C	FI/SEXP/S/P					
		36-50	SBK/CL	FR/SEXP/SS/SP					
3	LS, 8	0-6	GR/SCL	"	"	"	"	"	"
		6-32	SBK/C	FI/SEXP/S/P					
		32-50	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.3GPD/FT^2	

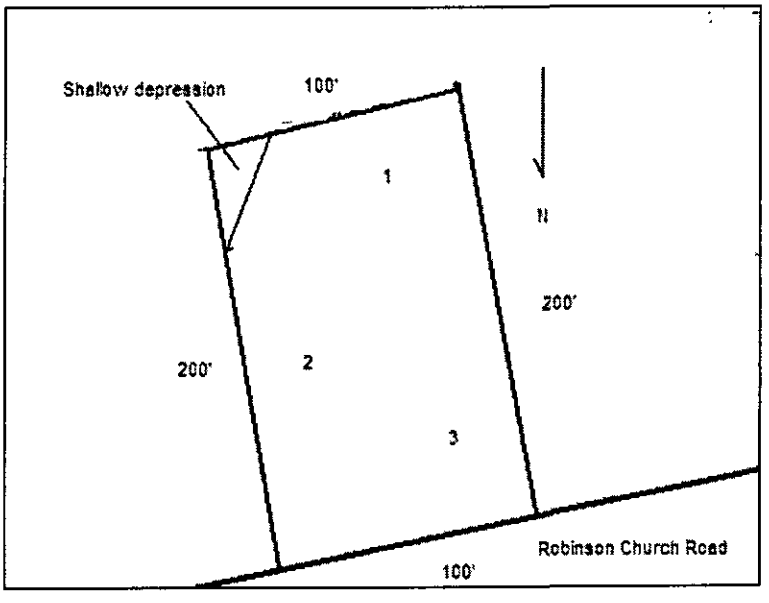
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 9/23/2004, W. R. Marlin
Others Present:

COMMENTS:
100% repair not required

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Food Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



FEE: 200.00
DATE: 9/17/04
VISA payment JKA

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

I J CRT

TYPE APPLICATION: __ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 5713B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10809106PO

STREET ADDRESS: ~~8922~~ Robinson Church Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
X HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
__ OTHER (O)

TOWNSHIP (CHECK ONE):

X 0 MECKLENBURG
__ 1 CHARLOTTE
__ 2 DAVIDSON
__ 3 CORNELIUS
__ 4 PINEVILLE
__ 5 MATTHEWS
__ 6 HUNTERSVILLE
__ 7 MINT HILL

HEATED SQUARE FOOTAGE: 2000

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE 10/18/04

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT ON SLAB
X CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ SHARED WELL (S)
X MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

BUYER

PROPERTY OWNER: SELLER

NAME: Chapman (LAST) Frances (FIRST) N. (MI)

ADDRESS: 8922 Robinson Church Rd.

CITY: Clt STATE: NC ZIP: 28215

DAYTIME PHONE: ( ) --

~~LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:~~

NAME: Cash (LAST) Don (FIRST) R (MI)

DAYTIME PHONE: (704) 332-7004

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Cynthia K. Cash DATE: 9/17/04

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

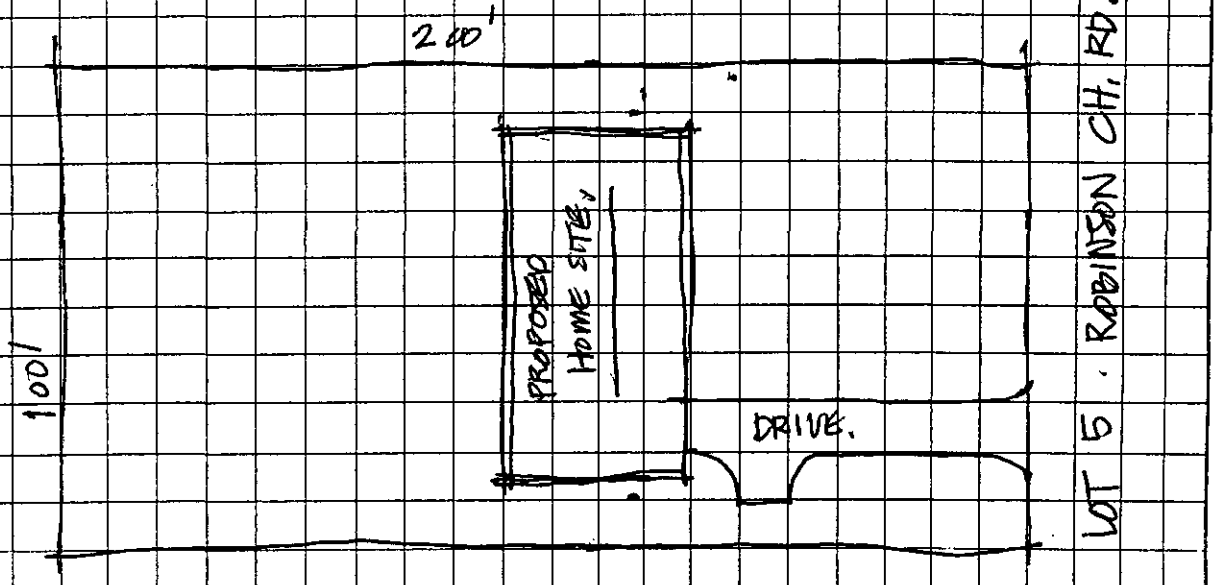
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5713B

TC: 108-091-06

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



CITY WATER - NO WELLS OR SPRINGS ON PROPERTY.

APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

OFFER TO PURCHASE AND CONTRACT

Donald Ray Cash and Cynthia Kerr Cash, as Buyer, hereby offers to purchase and Frances N. Chapman, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 8922 Robinson Church Road Zip 28215
Legal Description: Parcel ID#10809106 4.9 acres L5-11 P12 M/-695.
(☒ All ☐ A portion of the property in Deed Reference: Book 02918, Page No. 539, Mecklenburg County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items: N/A

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A

4. **PURCHASE PRICE:** The purchase price is $ 232,800.00 and shall be paid as follows:
(a) $ 1,500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: N/A to be deposited and held in escrow by Prudential Carolinas Realty ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 231,300.00, BALANCE of the purchase price in cash at Closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of $185,040.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 15 year(s), at an initial interest rate not to exceed 5.25 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 10 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before Sept. 30, 2004 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: N/A
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.
(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: N/A
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: N/A

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners association dues, if any, are $ 0 per N/A.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorneys opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☒ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) _____.

☒ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyers expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before 10/06/04. Seller shall provide written notice to Buyer of Seller's response within N/A days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except shop and storage building there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract. *See Addendum

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before November 19, 2004, at a place designated by Buyer. The deed is to be made to Donald Ray Cash and Cynthia Kerr Cash.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

(1) Buyer, Cynthia Kerr Cash, has current NC Broker's License

(2) Addendum A attached

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

Date: Sept. 6, 2004 — Buyer: Donald Kash (SEAL)

Date: Sept. 6, 2004 — Buyer: Cynthia Kerr Cash (SEAL)

Date: Sept 6 2004 — Seller: Frances H. Chapman (SEAL)

Date: _____ — Seller: _____ (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: Sept. 6, 2004 Firm: Prudential Carolinas Realty

By: Marsha Finch Gillis

Selling Agent/Firm/Phone: Cynthia Kerr Cash 704-596-1214

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone: Marsha Finch Gillis/Prudential Carolinas Realty

Acting as ☒ Seller's (sub)Agent ☐ Dual Agent 704-227-2589

This form produced by Formulator® Forms Software v3 800-336-1027

Addendum A

Addendum to Item 16. Other Provisions and Conditions

Buyer must be able to determine to Buyer's satisfaction legal ability to subdivide two residential building lots, (designated as lots 5 and 6 on the White Forest Subdivision plat dated April 9, 1956) from the total 4.9-acre parcel, with septic tank permits based on a home with three bedrooms.

Buyer must be able to confirm that a hobby flock of poultry may be kept on the property.

- Buyers must be able to satisfy themselves regarding the two conditions above on or before 10/06/04.

- If closing is not held on or before 11/19/04, Seller may terminate this contract by written notice to Buyers and Buyers shall be entitled to a refund of their earnest money; thereafter Seller will be able to contract to sell property to another buyer.

In accepting the price of $232,800, all parties agree that Frances Chapman will not be asked to address any repairs. The Cashes still have the right to have the inspections completed and terminate the contract if significant items arise; in which case their binder would be refunded.

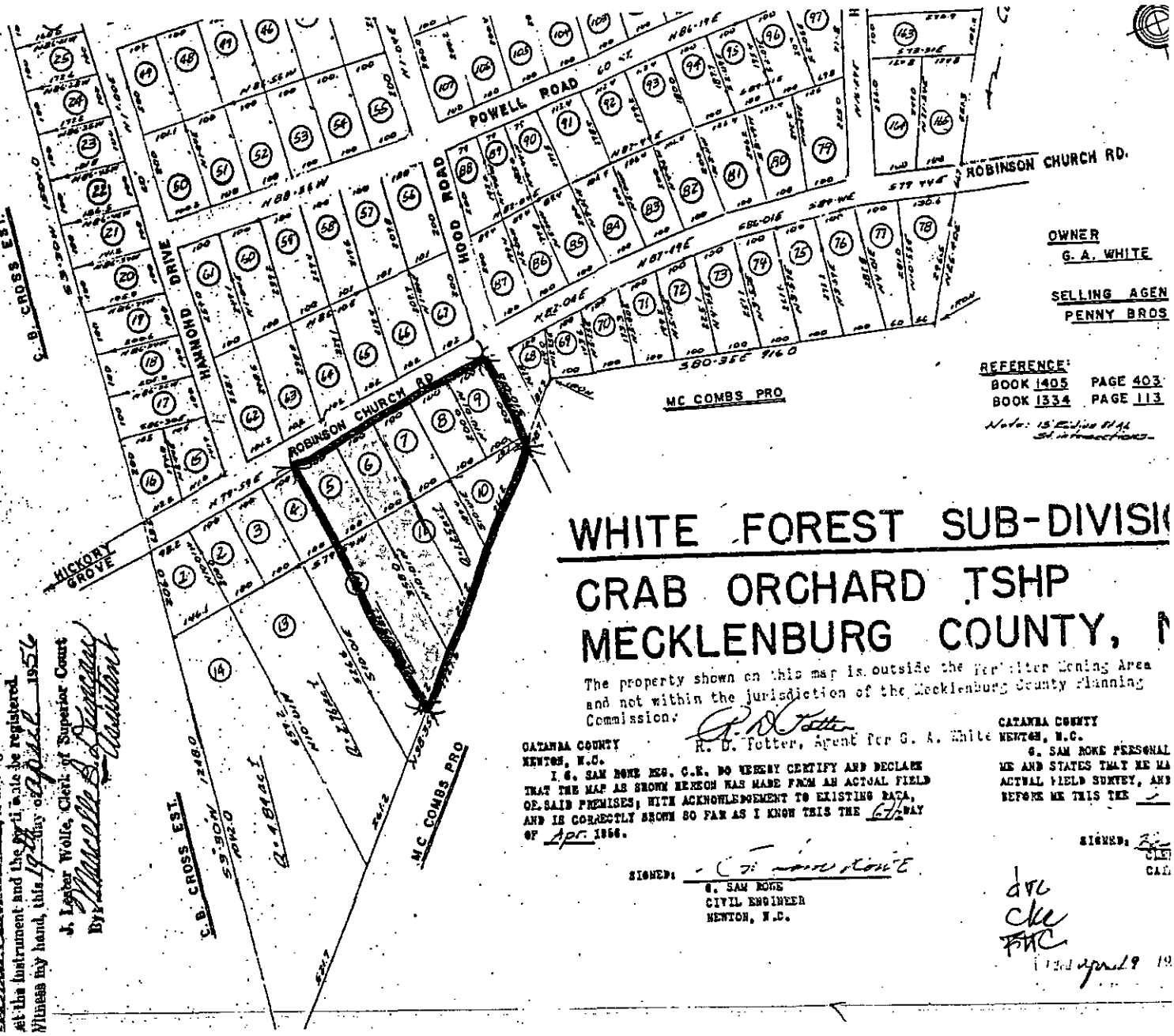
Buyer Donald Ray Cash Date Sept. 6, 2004

Buyer Cynthia Keri Cash Date Sept. 6, 2004

Seller Frances T. Chapman Date Sept 6 2004

Acreage with house and shop

Additional acreage available



OWNER
G. A. WHITE

SELLING AGEN
PENNY BROS

REFERENCE:
BOOK 1405 PAGE 403
BOOK 1334 PAGE 113

Note: 15' Building Line on all Streets

WHITE FOREST SUB-DIVISI

CRAB ORCHARD TSHP
MECKLENBURG COUNTY, N

The property shown on this map is outside the Per'ster Zoning Area and not within the jurisdiction of the Mecklenburg County Planning Commission.

R. D. Potter, Agent for G. A. White

CATAWBA COUNTY
NEWTON, N.C.

I, G. SAM ROWE REG. C.E. DO HEREBY CERTIFY AND DECLARE THAT THE MAP AS SHOWN HEREON WAS MADE FROM AN ACTUAL FIELD OF SAID PREMISES; WITH ACKNOWLEDGEMENT TO EXISTING DATA, AND IS CORRECTLY SHOWN SO FAR AS I KNOW THIS THE 6th DAY OF Apr. 1956.

SIGNED: G. Sam Rowe
G. SAM ROWE
CIVIL ENGINEER
NEWTON, N.C.

CATAWBA COUNTY
NEWTON, N.C.
G. SAM ROWE PERSONAL
ME AND STATES THAT HE MA
ACTUAL FIELD SURVEY, AND
BEFORE ME THIS THE

SIGNED:

dvc
cke
FHC

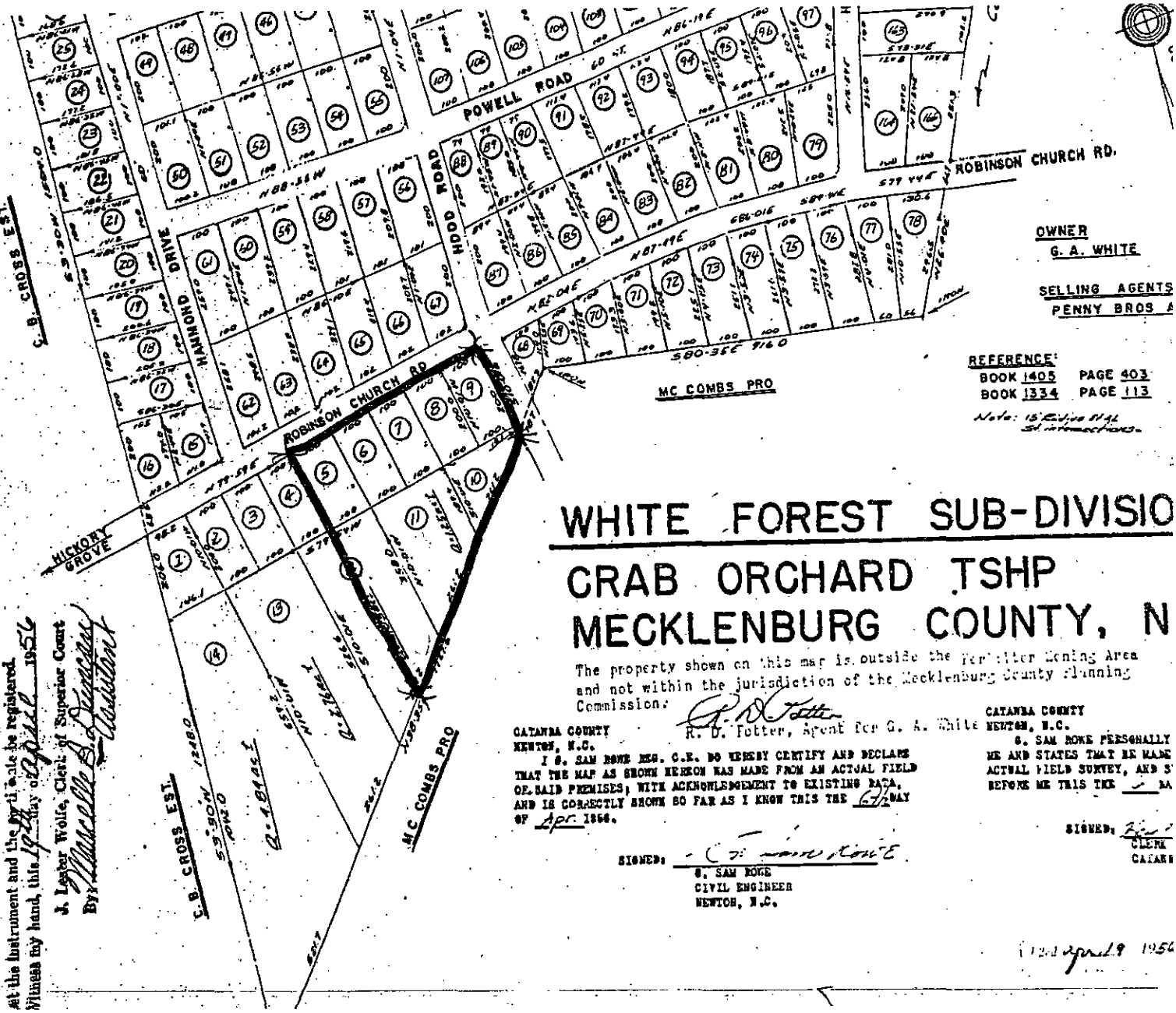
April 9 19

County and State of aforesaid, is adjudged to be correct at the instrument and the certificate be registered. Witness my hand, this 12th day of April 1956

J. Lester Wolfe, Clerk of Superior Court
By: Marcella B. Gantt Assistant

Acreage with house and shop

Additional acreage available



OWNER
G. A. WHITE

SELLING AGENTS
PENNY BROS A

REFERENCE:
BOOK 1405 PAGE 403
BOOK 1334 PAGE 113

Note: 15 Building Lots

WHITE FOREST SUB-DIVISIO

CRAB ORCHARD TSHP
MECKLENBURG COUNTY, N

The property shown on this map is outside the Extra-Territorial Zoning Area and not within the jurisdiction of the Mecklenburg County Planning Commission.

R. D. Potter, Agent for G. A. White

CATAWBA COUNTY
NEWTON, N.C.

I S. SAM ROWE REG. C.E. DO HEREBY CERTIFY AND DECLARE THAT THE MAP AS SHOWN HEREON WAS MADE FROM AN ACTUAL FIELD OF SAID PREMISES; WITH ACKNOWLEDGEMENT TO EXISTING DATA, AND IS CORRECTLY SHOWN SO FAR AS I KNOW THIS THE 6th DAY OF Apr. 1956.

SIGNED: S. Sam Rowe
S. SAM ROWE
CIVIL ENGINEER
NEWTON, N.C.

CATAWBA COUNTY
NEWTON, N.C.

S. SAM ROWE PERSONALLY
ME AND STATES THAT HE MADE
ACTUAL FIELD SURVEY, AND S
BEFORE ME THIS THE ___ DA

SIGNED: ___
CLERK
CATAWB

April 9 1956

North Carolina, ___ County and State of aforesaid, certify that ___ is adjudged to be correct at the instrument and the ___ is ___ be registered. Witness my hand, this 12th day of April 1956

J. Lester Wolfe, Clerk of Superior Court
By: Marcelle S. Douglas Assistant

FEATURED PROPERTY



8922 ROBINSON CHURCH ROAD

PRUDENTIAL CAROLINAS REALTY

MARSHA FINCH GILLIS

DIRECT LINE/VM 704-227-2589
OFFICE 704-542-1100

FEATURED PROPERTY



Single Family (Active) | **Area:** 2/4 | **Media:** 7
MLS#: 470415 | **LP:** $ 223,500 | **Subdivision:** None
8922 ROBINSON CHURCH RD | **Tax Loc:** Mecklenbrg
CHARLOTTE, NC 28215- | **County:** Mecklenburg

SqFt	Heated	Unheated
Main:	1665	880
Upper:	1261	0
Lower:	0	0
Bsmt:	0	0

Total Fin HLA: 2926
Unheated SqFt: 880
Additional SqFt: 0
SqFt Source: Measure
Beds: 5
Baths: 4/0

New Construction: No **Year Built:** 1968 **Completed:** **Builder:** **Model:**

SCHOOLS

Elementary: Reedy Creek **Middle:** Northridge **High:** Independence

ROOMS

Main: Bedroom 3, Bedroom 4/Bonus, Breakfast, Den, Dining Rm, Entry Hall, Kitchen, Living Rm
Upper: Bedroom 2, Master BR, Rec Rm
Lower: None
Basement: None

	Main	Upper	Lower	Bsmt	Total
Full Baths	1	3	0	0	4
Half Baths	0	0	0	0	0

PROPERTY

Approx Lot Dimension: 0
Parcel ID: 10809106
Deed Ref: 02918/539
Lot Description:
Approx. Acres: 0
Legal: L5-11 P12 M7-695
Zoning: R3
Tax Value: $ 254,500
HOA Fee: $

DESCRIPTION

Type: 2 Story
Parking: 2 Car Garage, Attached, Side Load
Fireplace: Yes
Floor: Vinyl / Linoleum, Wall-to wall Carpet, Wood
Equipment: None
Interior Features: Attic Other
Exterior Features: Storage Shed / Outbuilding, Patio
Community Features:
Style: Traditional
Driveway: Gravel
Fireplace Location: Den
Doors/Windows:
Exterior Const: Brick Veneer Full
Foundation: Crawl Space
Laundry: 1st Floor, Utility Room

UTILITIES

Water/Sewer: Septic Tank, Well **HVAC:** Electric Baseboard Heat, Heat Pump - AC, Heat Pump - Heat **Water Heater:** Electric

DIRECTIONS

Instructions: Call Listing Office, Key
Directions: From W.T Harris Blvd., Turn onto Robinson Church Rd., property on right at Hood Rd. intersection. Or from I-485 take exit 39 at Harrisburg Rd., (R) Robinson Church Rd. Home on Left.

REMARKS

Lots of potential in this all brick home w/approx. 2 1/2 acres featuring 5 bedrooms & 4 full baths w/ lge 2 car, sideload garage. A traditional floor plan offers hardwood floors in the formal rooms & 2 bdrms on the main level- family rm w/ fireplace & sliding glass doors to patio-sep stairs to teen, guest or in-law suite. Loads of storage inside & shop/storage building outside. Bring vision!

LISTING INFORMATION

Seller Name: W/H
List Agent: Marsha Gillis — (704) 227-2589
List Agent 2:
List Office: Prudential Carolinas Realty — (704) 542-1100
Appointment Desk: *704-549-0002*
Office Inv: 025-765
Full Service: Yes
Agency Coop: Both
Excl: R
SA: %3 ***BA:*** %3

AGENT REMARKS

At this price property includes house and shop on approx. 2 1/2 acres. Additional approx. 2 1/2 acres available- for more details call listing agent @ 704-227-2589. All acreage should be verified by survey by buyer.

COMPANY REMARKS

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

It is a condition of this contract that, until midnight of _____, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. This contingency will terminate at that time unless Buyer or Buyer's agent delivers to the Seller or Seller's agent a written inspection and/or risk assessment report listing the specific existing deficiencies and corrections needed, if any. If any corrections are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for completion of the corrections, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded to Buyer. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead based paint hazards at any time without cause.

***Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

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

Lead Warning Statement

Every Buyer 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 that 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 of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Seller's Disclosure (initial)

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

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

  _____

  _____
- ☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

RHC FTC (b) Records and reports available to the Seller (check one)

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

  _____

  _____
- ☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

_____ (c) Buyer has received copies of all information listed above.

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

_____ (e) Buyer 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

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

REALTOR®

STANDARD FORM 2A9-T
© 7/2002

Buyer Initials _____ _____ Seller Initials RHC FTC _____

Agent's Acknowledgment (initial)

mfg (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

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.

Buyer:_____ (SEAL) Date_____

Buyer:_____ (SEAL) Date_____

Agent:_____ Date_____

X Seller: R N. Chapman (SEAL) Date 5/13/03

X Seller: Frances N. Chapman (SEAL) Date 5-13-03

Agent: Marsha Finch Gillis Date May 13, 2003

STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. G.S. 47E requires owners of residential real estate (single-family homes and buildings with up to four dwelling units) to furnish purchasers a property disclosure statement. This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option and sale under a lease with option to purchase (unless the tenant is already occupying or intends to occupy the dwelling). A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
2. You must check one of the boxes for each of the 20 questions on the reverse side of this form.
   a. If you check "Yes" for any question, you must describe the problem or attach a report from an engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
   b. If you check "No", you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
   c. If you check "No Representation", you have no duty to disclose the conditions or characteristics of the property, even if you should have known of them.
   * If you check "Yes" or "No" and something happens to the property to make your Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the purchaser a corrected Statement or correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you are still responsible for completing and delivering the Statement to the purchasers; and the broker or salesperson must disclose any material facts about your property which they know or reasonably should know, regardless of your responses on the Statement.
4. You must give the completed Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property. If you do not, the purchaser can, under certain conditions, cancel any resulting contract (See **"Note to Purchasers"** below). You should give the purchaser a copy of the Statement containing your signature and keep a copy signed by the purchaser for your records.

Note to Purchasers: If the owner does not give you a Residential Property Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract and be entitled to a refund of any deposit monies you may have paid. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

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

Property Address: 4922 ROBINSON CH Rd.

Owner's Name(s): R.N. Chapman

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

Owner Signature: R.N. Chapman Date 5/13/03

Owner Signature: Frances D. Chapman Date 5-13-03

Purchaser(s) acknowledge receipt of a copy of this disclosure statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain their own inspection from a licensed home inspector or other professional.

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

(OVER)

REC 4.22
REV 9/02

Property Address/Description: _____

[Note: In this form, "property" refers only to dwelling unit(s) and not sheds, detached garages or other buildings.]

Regarding the property identified above, do you know of any problem (malfunction or defect) with any of the following:

	Yes*	No	No Representation
1. FOUNDATION, SLAB, FIREPLACES/CHIMNEYS, FLOORS, WINDOWS (INCLUDING STORM WINDOWS AND SCREENS), DOORS, CEILINGS, INTERIOR AND EXTERIOR WALLS, ATTACHED GARAGE, PATIO, DECK OR OTHER STRUCTURAL COMPONENTS including any modifications to them?	☐	☐	☐
a. Siding is ☐ Masonry ☐ Wood ☐ Composition/Hardboard ☐ Vinyl ☐ Synthetic Stucco ☐ Other _____			☐
b. Approximate age of structure? _____			☐
2. ROOF (leakage or other problem)?	☐	☐	☐
a. Approximate age of roof covering? _____			☐
3. WATER SEEPAGE, LEAKAGE, DAMPNESS OR STANDING WATER in the basement, crawl space or slab?	☐	☐	☐
4. ELECTRICAL SYSTEM (outlets, wiring, panel, switches, fixtures etc.)?	☐	☐	☐
5. PLUMBING SYSTEM (pipes, fixtures, water heater, etc.)?	☐	☐	☐
6. HEATING AND/OR AIR CONDITIONING?	☐	☐	☐
a. Heat Source is: ☐ Furnace ☐ Heat Pump ☐ Baseboard ☐ Other_____			☐
b. Cooling Source is: ☐ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other_____			☐
c. Fuel Source is: ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Oil ☐ Other _____			☐
7. WATER SUPPLY (including water quality, quantity and water pressure)?	☐	☐	☐
a. Water supply is: ☐ City/County ☐ Community System ☐ Private Well ☐ Other _____			☐
b. Water pipes are: ☐ Copper ☐ Galvanized ☐ Plastic ☐ Other _____ ☐ Unknown			☐
8. SEWER AND/OR SEPTIC SYSTEM?	☐	☐	☐
a. Sewage disposal system is: ☐ Septic Tank ☐ Septic Tank with Pump ☐ Community System ☐ Connected to City/County System ☐ City/County System available ☐ Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) ☐ Other _____			☐
9. BUILT-IN APPLIANCES (RANGE/OVEN, ATTACHED MICROWAVE, HOOD/FAN, DISWASHER, DISPOSAL, etc.)?	☐	☐	☐

Also regarding the property identified above, including the lot, other improvements, and fixtures located thereon, do you know of any:

10. PROBLEMS WITH PRESENT INFESTATION, OR DAMAGE FROM PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS which has not been repaired?	☐	☐	☐
11. PROBLEMS WITH DRAINAGE, GRADING OR SOIL STABILITY OF LOT?	☐	☐	☐
12. PROBLEMS WITH OTHER SYSTEMS AND FIXTURES: CENTRAL VACUUM, POOL, HOT TUB, SPA, ATTIC FAN, EXHAUST FAN, CEILING FAN, SUMP PUMP, IRRIGATION SYSTEM, TV CABLE WIRING OR SATELLITE DISH, OR OTHER SYSTEMS?	☐	☐	☐
13. ROOM ADDITIONS OR OTHER STRUCTURAL CHANGES ?	☐	☐	☐
14. ENVIRONMENTAL HAZARDS (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination)?	☐	☐	☐
15. COMMERCIAL OR INDUSTRIAL NUISANCES (noise, odor, smoke, etc.) affecting the property?	☐	☐	☐
16. VIOLATIONS OF BUILDING CODES, ZONING ORDINANCES, RESTRICTIVE COVENANTS OR OTHER LAND-USE RESTRICTIONS?	☐	☐	☐
17. UTILITY OR OTHER EASEMENTS, SHARED DRIVEWAYS, PARTY WALLS OR ENCROACHMENTS FROM OR ON ADJACENT PROPERTY?	☐	☐	☐
18. LAWSUITS, FORECLOSURES, BANKRUPTCY, TENANCIES, JUDGMENTS, TAX LIENS, PROPOSED ASSESSMENTS, MECHANICS' LIENS, MATERIALMENS' LIENS, OR NOTICE FROM ANY GOVERNMENTAL AGENCY that could affect title to the property?	☐	☐	☐
19. OWNERS' ASSOCIATION OR "COMMON AREA" EXPENSES OR ASSESSMENTS?	☐	☐	☐
20. FLOOD HAZARD or that the property is in a FEDERALLY-DESIGNATED FLOOD PLAIN?	☐	☐	☐

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

_____

_____

_____

BHC

PUC

1857-1
Restrictions
For 7/695

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, GEORGE A. WHITE and Wife, HATTIE B. (also Harriet B.) WHITE, hereinafter known as the Whites, are the owners of the property described in Exhibit A attached hereto and made a part of this instrument; and

WHEREAS, there has been made a subdivision of said property in 5 lots by G. Sam Rowe, Civil Engineer of Newton, North Carolina, dated April 6, 1956, and recorded in Map Book 7, Page 695 of the Office of the Register of Deeds for Mecklenburg County, North Carolina, being designated as WHITE FOREST, Crab Orchard Township, Mecklenburg County, North Carolina, reference to which is hereby made, which subdivision includes all of the property described in Exhibit A, all of which has been subdivided except a tract of 34.8 acres as appears on said map; and

WHEREAS, the Whites desire to impress restrictions upon all of said property with the exception of Lots 68, 69, 70 and 71 of said subdivision, which lots are specifically excepted from this instrument and are to remain unaffected thereby; and

WHEREAS, the restrictions which the said Whites desire to impress upon said properties are for the common benefit of all future owners of said property or any part thereof, excepting only Lots 68, 69, 70, 71, 141 through 149, also 13.49 acre tract bounded in part by Lots 149 and 151.

NOW, THEREFORE, the Whites do hereby covenant and agree for themselves, their heirs, executors, administrators and assigns, to and with all persons, firms or corporations who may hereafter acquire any or all of said property, as follows:

2

(1) The 34.8 acres described above on which the old home residence is situated shall be so divided as to be consistent with the subdivision already made of the remaining property described in Exhibit A (excepting Lots 68, 69, 70 and 71). By "consistent" is meant that the tract, if subdivided, shall be so divided that the lots will have approximately 100 foot frontage and be approximately 200 feet deep with such lee-way and variations as the topography of the area may dictate so long as it is generally consistent with the subdivision already made. All general restrictions hereinafter appearing shall apply to the land in the 34.8 acre tract above described when and if said tract is subdivided.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgment

or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

(a) All lots shown in the aforesaid map shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than three cars and other accessory structures customarily incidental to the residential use of the lot.

(b) No house shall be located nearer the front lot line than sixty (60) feet, nor nearer to a side street line than ten (10) feet. No building, except a detached garage or other outbuilding located eighty (80) feet or more from the front lot line, shall be located nearer than six (6) feet to any interior side lot line. Any garage or other outbuilding located on a corner lot must be attached to and a part of the house.

(c) No resubdivision shall be made of any of the residential building lots shown on the aforesaid map, but neither this restrictive covenant nor any other restrictive covenant herein contained shall be construed to prevent the use of two or more building lots as one integral building lot.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any

structure of a temporary character be used as a residence.

(f) No house or other building shall be erected or constructed upon any building lot of a prefabricated nature. The ground floor area of the main structure, exclusive of a one story open porch and garage, shall be not less than one thousand two hundred (1,200) square feet, and shall be erected at a minimum cost of $12,000.00.

(g) That until such time as municipal sewage is available, sewage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health and the Mecklenburg County Sanitary Department. As soon as municipal sewage system is available, no more septic tanks shall be installed and sewage disposal shall only be by said municipal system.

(h) No cows or hogs shall be kept on these premises at any time.

(i) No house of flat roof design shall be permitted. The major exterior construction material for any residence erected upon any of said lots shall be wood, brick or stone or any combination thereof.

(j) Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than those properties to which these restrictive covenants specifically apply.

IN WITNESS WHEREOF, George A. White and Hattie S. White have set their hands and seals, this 28th day of May, 1956.

George A. White (SEAL)

Hattie S. White (SEAL)