

OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

Property: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

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

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

Name of Association 1: The Cottages at Swift Creek Homeowners Association whose regular assessments ("dues") are \$200.00 per Semiannual. The name, address and telephone number of the president of the owners' association or the association manager is: Continued... See Addendum Owners' Association Disclosure and. Owners' association website address, if any: https://russellpm.com/homeowners-associations

Name of Association 2: \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per N/A. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_. Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Master Insurance Policy                                 | <input checked="" type="checkbox"/> Street Lights              |
| <input type="checkbox"/> Real Property Taxes on the Common Areas                 | <input type="checkbox"/> Water                                 |
| <input checked="" type="checkbox"/> Casualty/Liability Insurance on Common Areas | <input type="checkbox"/> Sewer                                 |
| <input checked="" type="checkbox"/> Management Fees                              | <input type="checkbox"/> Private Road Maintenance              |
| <input type="checkbox"/> Exterior Building Maintenance                           | <input checked="" type="checkbox"/> Parking Area Maintenance   |
| <input type="checkbox"/> Exterior Yard/Landscaping Maintenance                   | <input type="checkbox"/> Common Areas Maintenance              |
| <input type="checkbox"/> Trash Removal   | <input type="checkbox"/> Cable                                 |
| <input type="checkbox"/> Pest Treatment/Extermination                            | <input type="checkbox"/> Internet service                      |
| <input checked="" type="checkbox"/> Legal/Accounting                             | <input type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input type="checkbox"/> Recreational Amenities (specify): _____                 | <input type="checkbox"/> Gate and/or Security                  |

Other (specify) entrance sign lighting and landscaping  
 Other (specify) Mail Kiosk Repair, sidewalk maintenance/repair around pond

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except: N/A



This form jointly approved by:  
North Carolina Bar Association  
NC REALTORS®

Buyer initials \_\_\_\_\_ Seller initials \_\_\_\_\_



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Revised 7/2025  
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4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: N/A.

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: N/A

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

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.

NC REALTORS® 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:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Buyer:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Seller:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Seller:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Entity Seller:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

