

## **Rider to Contract of Sale**

This Rider is attached to and made part of the sale agreement between Buyer and Seller (the "Agreement") for the property commonly known as:

**945 Arbor Rose Drive, Greenville, NC 27858**

If any provisions of this Rider conflict in whole or in part with the terms of the Agreement, the provisions of this Rider shall control.

1. Buyers acknowledge that this sale is a corporate relocation and the Agreement is contingent upon American Escrow & Closing Company (AECC) (hereinafter "Seller") being able to deliver good and marketable title to the property. In addition, Buyer acknowledges that Seller's ability to transfer title is contingent upon Seller's ability to acquire ownership of the property through a contract with the individual being relocated upon terms satisfactory to that individual and Seller on or before the closing date. If Seller does not acquire ownership, authority and/or obtain marketable title on or before the closing date, the Agreement may be deemed null and void at the Seller's option. In that event, the earnest money or Buyer's deposit will be refunded to Buyer as Buyer's sole and exclusive remedy and Seller will be released from further liability.
2. It is agreed and understood that the Buyer's earnest money deposit shall be made payable to the listing agency or specified closing agent as directed by AECC. In case of default of the Agreement by Buyer, it is expressly agreed that the earnest money deposit herein shall be paid to Seller as liquidated damages.
3. The property is purchased in "AS IS" condition with all faults (if any). The Buyer acknowledges that neither Seller, nor any of its employees or agents have ever occupied the property. Seller makes no warranties, either implied or direct, as to the condition of the property. Buyer acknowledges that Buyer is not relying on any representations, statements, guarantees or warranties concerning the property made by anyone, including, but not limited to Seller. Buyers are strongly encouraged, at their own expense, to have the property professionally inspected. Unless inspections are waived pursuant to the Agreement, if Buyer does not inspect or fails to submit a written request for repairs within the sooner of the time period provided for in the Agreement, if any, or within 10 business days of acceptance of the Agreement, Buyer shall hereby waive their right to do so and agree to accept the condition of the property as is, relieving Seller and its agents of all further liability.
4. Seller and Broker do not have knowledge of any existing conditions or inspections which pertain specifically to the property other than those revealed on the attached Homeowner's Disclosure form dated \_\_\_\_\_ provided by the resident owner of record.
5. Buyer agrees that Buyer is not relying on the accuracy of the statements in the disclosure documents and may inspect the property in accordance with #3 above.
6. The Buyer acknowledges that Seller will provide customary seller paid inspections, if any, as agreed to in the Agreement. Any additional inspections are solely at Buyer or lender discretion and expense to satisfy their concerns as to the condition of the property. Buyer agrees that Seller's responsibility shall be entirely relieved at closing.

7. The Buyer acknowledges that the Buyer's decision to purchase is based solely upon the Buyer's inspections and analysis of the property. Seller recommends that Buyer secure such surveys; title inspections; professional building inspection reports; any inspections or tests necessary to determine the presence of radon gas, asbestos, lead based paint, mold, underground storage tanks, or other toxic or hazardous substances in or about the property; and any other tests and inspections Buyer deems appropriate to determine the condition of the property.
8.  The Buyer waives their right to obtain any additional inspection at Buyer's expense and agrees to hold Seller, its officers, directors, employees, agents, contractors, tenants and record owner harmless from any subsequent consequences which may result from Buyer's election not to secure such additional inspections.

The Buyer and Seller agree that the Agreement is contingent upon the following inspections at Buyer's expense:

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Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees, agents, contractors, tenants and record owner from all claims, damages, liabilities, and expenses arising in connection with inspections made by Buyer, its agents or contractors, prior to closing and to repair any and all damages caused by its inspectors, inspections or tests.

9. Tax prorrations and assessments, if any, shall be based on the most recent actual tax bill for the property. THERE WILL BE NO ADJUSTMENTS OR REPRORATIONS WHATSOEVER AFTER CLOSING REGARDLESS OF ANY CHANGE TO THE BUYER'S CLOSING DISCLOSURE. This provision shall survive delivery of the Deed and the closing. Buyer acknowledges that Seller may provide a deed from another party at closing.
10. Title Company to be **Gwynn, Edwards & Getter, P.A.** and closing to take place at a location as mutually agreed. Seller will not provide a policy of title insurance to Buyer at Seller's expense unless the property is in a jurisdiction where it is customary for a Seller of residential property to do so and, in that event, Seller reserves the right to select the title insurer/agent. The parties acknowledge that Seller has retained **Gwynn, Edwards & Getter, P.A.** to represent its interests with respect to title and settlement of the subject property. **Gwynn, Edwards & Getter, P.A.** has already obtained a title search and a title insurance commitment on the property has been issued. To the extent the Seller is, by contract or custom, obligated to pay for title and closing services or title insurance policies, **Gwynn, Edwards & Getter, P.A.** shall be solely responsible for selecting, managing and choosing the provider of said services. Notwithstanding the foregoing, Buyer acknowledges that Buyer is not required to purchase settlement services, including title insurance, from any particular company as a condition of sale. In the event a title report reflects title defects, Seller shall have the option to correct the item or terminate the transaction at Seller's discretion. Seller shall have no obligation to bring any action or proceeding or otherwise incur any expenses whatsoever to render title marketable or insurable.

11. The closing shall occur on or before \_\_\_\_\_ with **Time Being of The Essence**. Failure of either party at any time to require performance by the other party of any provision of the Agreement or this Rider shall not be deemed a continuing waiver of that or any other provision. If the Buyer does not close this transaction on the scheduled closing date, a delay in closing charge of 1% of the sales price may be charged to the Buyer per month, pro-rated on a daily basis for each day the closing is delayed. This clause cannot be waived without Seller's written consent.

If Seller has agreed to credit Buyer monies at closing, any such credit will not exceed an amount acceptable to Buyer's lender, if any, and said credit must appear on the Closing Disclosure. Buyer shall execute, prior to or at closing, a release, hold harmless and indemnification with respect to repair credits and inspection items.

Buyer acknowledges and agrees that Seller and Seller's relocation client (i.e., the employer in a relocation transaction) are entitled to receive a complete, fully executed copy of the Closing Disclosure reflecting all monies received and disbursed in connection with this transaction.

Notwithstanding anything to the contrary in the Agreement, or elsewhere, any brokerage commission or compensation due the listing broker or the selling broker will be considered earned and payable only if and when the sale to the Buyer is closed, the deed is delivered to Buyer and the purchase price is delivered in full to the Seller.

The Buyer hereby expressly agrees that any buyer broker agreement executed by the Buyer may be released by the selling broker to the Seller if requested by the Seller.

12. Buyer agrees to credit Seller for any fuel (i.e. oil/propane) remaining, if any, based on a fuel oil reading by a fuel company.
13. Possession shall be given to Buyers at closing and funding. Buyer may not alter property, store anything on/in, occupy or otherwise use or access property prior to closing and funding.
14. Notwithstanding, anything contained in the Agreement to the contrary, Seller expressly rejects all mediation, arbitration and other alternative dispute resolution procedures. Any provision in the Agreement requiring such procedures are void and of no effect.
15. At closing, Seller will be relieved of all responsibility and liability for maintaining any insurance on the property and Seller insurance policies will terminate immediately upon closing. Buyer is responsible for obtaining such coverage as Buyer deems appropriate.
16. The Agreement and this Rider may not be assigned by Buyer unless Seller gives prior written consent. Any modification of the Agreement or this Rider must be made in writing and executed by both Buyer and Seller.
17. Agent has informed the Seller of the Seller's obligations under 42 U.S.C.4582(d) (The Lead-Based Paint Hazard Reduction Act) and is aware of his/her responsibility to ensure compliance.
18. If any provision of this Rider conflicts with the applicable law of the jurisdiction where the property is located, such conflict shall not affect other provisions of this Rider which can be given effect without the conflicting provision.

19. No agreement for the sale of the property shall be deemed effective unless executed in writing by Seller's authorized employee. Any offer or counter-offer executed by a real estate broker or agent on behalf of the Seller will not be binding unless ratified in writing by Seller.
20. MLS information, including but in no way limited to square footage, school districts, inclusions/exclusions, etc.) are not part of the Agreement and are not representations or warranties by the Seller or any party affiliated with the Seller.
21. Buyer's (a) failure to notify Seller in writing of any defects within the time limits provided in this Rider, or (b) acceptance of the Deed at settlement shall constitute Buyer's full and final acceptance of the condition of the property and an absolute and irrevocable waiver of Buyer's right to object to its condition or assert any claim related to the property at any time in the future including, but not limited to latent defects of which Seller had no actual knowledge. This provision shall survive delivery of the Deed and the closing.
22. **Force Majeure Event**  
The performance of this Agreement is subject to termination and/or extension upon the occurrence of an Excused Event, as further defined below. As used herein, an "Excused Event" shall mean any Acts of God, declared state of emergency or public health emergency, epidemic or pandemic, government mandated quarantines and isolations, war, acts of terrorism, organized labor activities, natural disasters, and/or government mandated orders for civil or military authorities, shut down of state or local governmental offices, any or all of which would either hinder the Seller's performance under this Agreement and/or make such performance impractical and/or impossible. If an Excused Event occurs to the Seller, then the Seller shall provide notice to the Buyer of such Excused Event as soon as practical and the Seller shall have the option of, in Seller's sole and exclusive discretion:
  - A. Delaying Seller's performance and obligations hereunder, including but not limited to, delaying the closing date, and notifying the Buyer of the anticipated additional time needed in order to perform Seller's obligations pursuant to this Agreement; or
  - B. Terminating this Agreement. In the event of termination, the Seller's only obligation shall be to return the deposit funds to the Buyer.

In the event the Seller chooses to extend this Agreement pursuant to section A, above, and if the continuation of the Excused Event would make Seller's performance impractical and/or impossible, the Seller, in its sole and exclusive discretion, may then elect to terminate this Agreement.

In the event Seller terminates this Agreement, the Buyer's sole and exclusive remedy shall be a return of the earnest money or Buyer's deposit and the Seller shall be released from any and all liability that may arise under this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

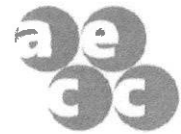
**Seller - AMERICAN ESCROW & CLOSING COMPANY**

BY \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

LISTING BROKER \_\_\_\_\_ DATE \_\_\_\_\_

SELLING BROKER \_\_\_\_\_ DATE \_\_\_\_\_



# HOMEOWNER DISCLOSURE STATEMENT

Homeowner(s): daniel mathis krystalArtis

Property: 945 arbor rose dr greenville nc 27858

Approx. age of Property: <sup>3</sup>

Date purchased: 04/06/2023

IN CONNECTION WITH MY/OUR RELOCATION, I/WE MAKE THE FOLLOWING DISCLOSURES TO THE BEST OF MY/OUR KNOWLEDGE REGARDING MY/OUR PROPERTY WITH THE KNOWLEDGE THAT EVEN THOUGH THIS IS NOT A WARRANTY, PROSPECTIVE BUYERS MAY RELY ON THIS INFORMATION IN DECIDING WHETHER OR ON WHAT TERMS TO PURCHASE THE PROPERTY. I/WE FURTHER UNDERSTAND THAT AN OFFER TO PURCHASE WILL NOT BE MADE UNTIL THIS DISCLOSURE IS COMPLETED.

## 1. HOUSE SYSTEMS

Are there any problems affecting:	Yes	No		Yes	No
(a) Electrical Wiring?.....	<input type="radio"/>	<input checked="" type="radio"/>	(f) Appliances?.....	<input type="radio"/>	<input checked="" type="radio"/>
(b) Air Conditioning/Cooling System?.....	<input type="radio"/>	<input checked="" type="radio"/>	(g) Floors?.....	<input type="radio"/>	<input checked="" type="radio"/>
(c) Plumbing?.....	<input type="radio"/>	<input checked="" type="radio"/>	(h) Water System (Well)?.....	<input type="radio"/>	<input checked="" type="radio"/>
(d) Heating?.....	<input type="radio"/>	<input checked="" type="radio"/>	(i) Sprinkler System?.....	<input type="radio"/>	<input checked="" type="radio"/>
(e) Pool/Hot Tubs/Spa?.....	<input type="radio"/>	<input checked="" type="radio"/>	(j) Chimneys/Fireplaces?.....	<input type="radio"/>	<input checked="" type="radio"/>

## 2. LAND/FOUNDATION

(a) Is the property located on filled or expansive soil?.....	<input type="radio"/>	<input checked="" type="radio"/>
(b) Have any sliding, settling, earth movement, upheaval or earth stability problems occurred on your property or in the immediate neighborhood?.....	<input type="radio"/>	<input checked="" type="radio"/>
(c) Are there any defects or problems relating to the foundation/basement?.....	<input type="radio"/>	<input checked="" type="radio"/>
(d) Has a water or dampness condition ever existed in your basement/crawlspace?.....	<input type="radio"/>	<input checked="" type="radio"/>

Homeowner Initials

Purchaser Initials: ,



Yes No

3. ROOF

(a) Age..... 2 Years

(b) Has the roof ever leaked during your ownership?.....  Yes  No

(c) Has the roof been replaced or repaired during your ownership?.....  Yes  No

(d) Are there other problems with the roof?.....  Yes  No

(e) Does your home have solar panels?.....  Yes  No

If yes, are the panels owned or leased? Owned Leased

4. SEWAGE

(a) Is the property connected to a public sewer system?.....  Yes  No

(b) Is there a septic tank/cesspool serving this property?  Yes  No

If yes, when was it last serviced? 05/01/2022

(c) Do you know of any problems relating to the septic tank/cesspool/sewage system?.....  Yes  No

5. DRAINAGE/WATER

(a) Is the property located in a flood zone?.....  Yes  No

(b) Has the property ever had a drainage or a flooding problem?.....  Yes  No

(c) Have any properties in the immediate neighborhood ever had a drainage or flooding problem?.....  Yes  No

6. BOUNDARIES

(a) Have you ever had a survey of your property done? (No explanation required)  Yes  No

(b) Are the boundaries of your property marked in any way?  Yes  No

If yes, please describe:

(c) Are there any access agreements, shared driveways, etc. that impact use of this property? .....  Yes  No

Handwritten initials and signature

Homeowner Initials ,

Purchaser Initials: ,



Yes No

7. STRUCTURAL

- (a) Is any part of your home's exterior Synthetic Stucco, EIFS, or a similar type product?.....
(b) Have any repairs been made to the Synthetic Stucco?.....
(c) Is any part of your home's exterior press-board siding, ie: Louisiana Pacific, Inner Seal siding?
(d) Has a claim been filed with the manufacturer of the siding?.....
(e) Has the property ever been damaged by fire?.....
(f) Are you aware of the existence of any type of mold that could be considered a health risk?.....

8. ADDITIONS/REMODELS

- (a) Were any structural additions, changes, or repairs made to the property by the former owners without obtaining all necessary permits and government approvals?.....
(b) Have you made any structural additions, changes, or repairs to the property?.....
(c) Have you obtained all necessary permits and government approvals?.....

9. HOMEOWNER'S ASSOCIATION

- (a) Is the property subject to rules and regulations of any Homeowner's Association?.....
(b) Are there any problems relating to any common area?.....
(c) Are there any conditions which may result in an increase in taxes or assessments?.....
(d) Are there any pending or threaten claims or lawsuits against the Homeowner's Association?.....

Homeowner Initials [Signature]

Purchaser Initials: ,



Yes No

10. NEIGHBORHOOD

(a) Is there any unusual amount of noise from any source (for example; airplanes, traffic, schools or business) that affects the property?.....

(b) Are there any other neighborhood conditions or problems affecting the property?.....

(Please explain:

)

11. MISCELLANEOUS

(a) Does the property now contain or has it ever contained any toxic substances, asbestos or lead paint?

(If yes, where?

)

(b) Does the property now contain or has it ever contained any underground tanks?.....

If so, where?

)

If so, are they abandoned?.....

If yes, what was the method of abandonment? (

)

Please provide the name, phone and address of the company who completed the abandonment as well as date completed.

Name:

Address:

City:

State:

Phone Number:

Date Completed:

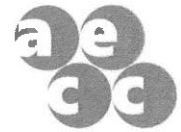
(c) Does the property have an above ground tank for propane fuel/oil?.....

(d) Are there any violations of local, state or federal government laws or regulations relating to this property?.....

Handwritten initials and signature

Homeowner Initials ,

Purchaser Initials: ,



- |  | Yes                              | No                               |
|--|----------------------------------|----------------------------------|
| (e) Have any termite/pest control reports on the property been prepared in the last five years?.....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (f) Are there any encroachments, overlaps, boundary line disputes, or unrecorded easements relating to this property?.....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (g) Are there any existing or threatened legal actions affecting this property?.....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (h) Are there any past or present problems with driveways, walkways, patios, seawalls, fences, retaining walls, party walls on the property or adjacent properties?..... | <input type="radio"/>            | <input checked="" type="radio"/> |
| (i) Is the property located on an earthquake fault? (No explanation necessary) .....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (j) Are there any bonds or assessments affecting this property?.....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (k) Does the house have central air conditioning? (No explanation required) .....  | <input checked="" type="radio"/> | <input type="radio"/>            |
| (l) Are any of the systems (alarm, water softener, fuel tank, solar panels etc.) leased or rented? ...<br>Please specify and provide contact information:                | <input type="radio"/>            | <input checked="" type="radio"/> |
|  |                                  |                                  |
| (m) Have there been any significant repairs made to the property or to any of its systems or components within the last five years?.....                                 | <input type="radio"/>            | <input checked="" type="radio"/> |
| If yes, please describe:   |                                  |                                  |
|  |                                  |                                  |
| (n) Is the property located next to or in close proximity of a dump, junk yard or toxic disposal site?   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (o) Has the property been tested for radon gas?.....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| (p) Is the residence equipped with an operable smoke detector? .....   | <input checked="" type="radio"/> | <input type="radio"/>            |
| (q) Is there a solar system? .....   | <input type="radio"/>            | <input checked="" type="radio"/> |
| If so, please provide details:   |                                  |                                  |

Homeowner Initials *DM* *ST* *M*

Purchaser Initials: ,



Yes No

12. GENERAL CONDITION

(a) Do you know of any other facts, conditions, circumstances which may affect the value, the beneficial use or desirability of this property?.....

If yes, explain: (please use additional sheets if necessary)

13. REPORTS

Please attach copies of all existing reports and documents relating to this property including:

- (a) Surveys
- (b) Structural Inspection Report
- (c) Building Permits
- (d) Engineering Reports
- (e) Well & Septic
- (f) Soil Report
- (g) Termite/Pest Control
- (h) Radon Inspection Report
- (i) Pest Control Warranties
- (j) Maintenance Contracts
- (k) Disclosure Statements
- (l) Homeowner's Association Documents
  - 1. Articles
  - 2. Bylaws
  - 3. Conditions, Covenants & Restrictions (CC&R's)
  - 4. Financial Statements of Homeowners' Association
  - 5. Statement re: Assessments
- (m) Other: na

THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND, EXCEPT AS SET FORTH HEREIN, NO MATERIAL PROBLEMS EXIST WITH RESPECT TO THE PROPERTY AS OF DATE SET FORTH ABOVE. I/WE HEREBY AUTHORIZE THE FURNISHING OF THE FOREGOING INFORMATION TO ANY PROSPECTIVE PURCHASER.

Daniel M. [Signature] 05/13/2025  
Homeowner Date

\_\_\_\_\_  
Purchaser Date

[Signature] 05/14/2025  
Homeowner Date

\_\_\_\_\_  
Purchaser Date



## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT/ HAZARDS

Property: 945 arbor rose dr greenville nc 27858

**LEAD WARNING STATEMENT** - Every purchaser of any interest in residential 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 Homeowner of any interest in residential property is required to provide the buyer with any information on lead based paint hazards from risk assessments or inspections in the Homeowner's possession and notify the buyer of any known lead based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### HOMEOWNER'S DISCLOSURE

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i)  Known lead-based paint and or lead-based paint hazards are present in housing (explain) \_\_\_\_\_
  - (ii)  Homeowner has no knowledge of lead-based paint or lead-based hazard in the housing.
- (b) Records and reports available to the Homeowner (check (i) or (ii) below):
  - (i)  Homeowner has provided the purchaser with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the housing (list documents below) \_\_\_\_\_
  - (ii)  Homeowner has no reports or records pertaining to lead-based paint or lead-based hazards in the housing.

### PURCHASER'S ACKNOWLEDGEMENT

- (c)  Purchaser has received copies of all information listed above.
- (d)  Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.
- (e)  Purchaser has (check (i) or (ii) below):
  - (i)  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.
  - (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

### AGENT'S ACKNOWLEDGEMENT

- (f) Agent has informed the Homeowner of the Homeowner'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 they have provided is true and accurate.

	05/13/2025	_____	_____
<b>Homeowner Signature</b>	<b>Date</b>	<b>Purchaser Signature</b>	<b>Date</b>
	05/14/2025	_____	_____
<b>Homeowner Signature</b>	<b>Date</b>	<b>Purchaser Signature</b>	<b>Date</b>
_____	_____	_____	_____
<b>Listing Agent Signature</b>	<b>Date</b>	<b>Selling Agent Signature</b>	<b>Date</b>



# **MOLD DISCLOSURE** **(Buyer and Homeowner)**

**Date:** 05/13/2025

**Homeowner(s):** Daniel mathis Krystal Artis

**Property:** 945 arbor rose dr greenville nc 27858

## **1. Homeowner Disclosure**

To the best of the Homeowner’s actual knowledge, the Homeowner(s) represents:

- A. Has the property been previously tested for molds:  YES  NO
- B. If A is YES, were the molds found identified as toxic molds:  YES  NO
- C. If A and B are YES, were measures taken to remove those molds:  YES  NO

## **2. Mold Inspection**

Molds, fungus, mildew and similar organisms, (“Mold Conditions”) may exist in the Property of which Homeowner(s) is unaware and has not actual knowledge. The Mold Conditions generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain a inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Buyer is strongly encouraged to satisfy itself as to the condition of the property.

## **3. Receipt of Copy**

Homeowner(s) and Buyer have read, and acknowledge a copy of the Mold Disclosure.

05/13/2025

**Homeowner Signature**

**Purchaser Signature**

05/14/2025

**Homeowner Signature**

**Purchaser Signature**