



ADDENDUM TO BUYER AGENCY AGREEMENT  
DISCLOSURES AND BUYER ACKNOWLEDGMENT

The following, if initialed, are applicable to the transaction as contemplated in the Buyer Agency Agreement by and between \_\_\_\_\_ (“Buyer”); and MYHTR, LLC, d/b/a HomeTowne Realty (“Agent”):

Covenant and Zoning Disclosure Acknowledgment. Buyer acknowledges that Agent has not performed a full title examination of the property, in order to determine the existence of restrictive covenants and other conditions of title to the property in question, including zoning requirements, impervious surfaces rules, the existence of a homeowners association, or easements. If available, such restrictions and conditions have been supplied to Buyer, and Buyer acknowledges receipt of same. Agent has not advised the undersigned as to the legal implications of such restrictions and conditions, if any. Buyer has been advised to seek legal counsel should there be a question regarding the legal implications of such restrictions and conditions, if any, including, if applicable, whether the common area has been conveyed to the homeowners association.

Public versus Private Road Acknowledgment. Buyer acknowledges that the access to the Property to be purchased is via a  public \_\_\_\_\_ private (check one) road. If private, the road is currently maintained by \_\_\_\_\_ the developer \_\_\_\_\_ the homeowners association \_\_\_\_\_ the owners fronting the road right of way (check one). If private and maintained by the developer, the developer has stated that the road was built to NCDOT standards and the developer \_\_\_\_\_ will \_\_\_\_\_ will not (check one) petition the North Carolina Department of Transportation (NCDOT) for future maintenance. Buyer is advised to verify whether the road, if public, has been accepted into the NCDOT road system for future maintenance. The website for this verification is <https://apps.dot.state.nc.us/srlookup/>. Agent has not advised the undersigned as to the legal implications of a private versus public road. Buyer has been advised to seek legal counsel should there be a question regarding the legal implications of road maintenance if the road is private and/or has not been accepted into the NCDOT road system.

Disclosure and Release Regarding Mold. Mold and/or other microscopic organisms  
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may exist in or around the Property, which may cause physical injuries, including, but not limited to, allergic and/or respiratory reactions, particularly in persons with immune systems problems, young children or the elderly. Buyer acknowledges this and accepts full responsibility and risk for any and all injuries which may arise out of the exposure by client to mold and/or other microscopic organisms. Agent is not qualified to inspect the Property for mold. Buyer is advised to conduct his/her/their own due diligence using appropriate and qualified experts.

Square Footage and Permitted Versus Unpermitted Space. The measurements and square footage of the Property were obtained from the MLS listing, from the tax card filed with the county, and from the appraisal obtained by Buyer for the closing. The Property \_\_\_\_\_ has \_\_\_\_\_ does not have (check one) additional unpermitted square footage per the disclosure statement, tax card or MLS listing, meaning some improvements creating finished area, formerly unfinished area, may have been completed without permitting the process with the appropriate zoning authorities. **The unpermitted square footage may be uninsurable or even be required to be removed in the future, and therefore, Buyer is advised to consult with the local building inspector, Buyer’s insurance agent, and closing attorney, should Buyer wish to verify the accuracy of the Property dimensions, whether the finished rooms were properly permitted, and the consequences if there is unpermitted square footage.** This information is deemed reliable but is not guaranteed.

Proposed Highway Expansion. The Property is included in the area designated by the North Carolina Department of Transportation as an area either within or close to a parcel being considered for the following highway extension or expansion (circle one): NC 55 ---- US 540 Southern Extension ---- US 540 Eastern Extension ---- Highway 42 East/West Connector ---Highway 42 East or Highway 42 West Widening ---- Interstate 40 Widening ---- Other: \_\_\_\_\_. Buyer acknowledges that Agent has fully disclosed to Client the implications of such expansion, including, but not limited to, traffic noise and limited access on the one hand, and growth potential and quicker access to parts of the Triangle on the other hand. Buyer is advised to contact the North Carolina Department of Transportation for further information.

Aircraft Noise Notification. The Property is located in an area adjacent to or near an airport, which may expose the Property to regular and concurrent aircraft noise levels exceeding the typical ground-based noise. Exposure to aircraft noise may affect the usability of the Property.

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As-Built Survey. Buyer has been advised that the Property may not have been surveyed by the Seller, or there is not a survey available showing the location of the improvements, boundary lines and impervious surfaces on the Property. Buyer has been advised to have a new survey performed, and that if Buyer chooses not to obtain one, then he/she/they understand(s) and acknowledge(s) that an owner's policy of title insurance will not insure him/her/them for matters of survey, including encroachments, set back violations, impervious surface violations or property line disputes. Buyer is further advised that impervious surface rules may prevent future improvements to the home or lot, including, but not limited to, any additions, paving and outbuildings, and Buyer should seek legal or survey counsel to verify.

Flood Insurance. Buyer has been disclosed from the GIS maps or the seller disclosure that some or all of the Property is \_\_\_\_\_ is not \_\_\_\_\_ in a flood zone (check one). Buyer is advised that even if the Property is not in a flood zone, and flood insurance is therefore not required by Buyer's lender, if the property has water intrusion from some outside body of water, Buyer's homeowner's policy may not cover the damage. Buyer should obtain information from Buyer's insurance company, to determine what water-related issues are covered, and whether Buyer should obtain flood insurance in addition to homeowners insurance.

Disclosure of Business Relationships. This is to give notice that Agent has business relationships with certain providers of services related to the purchase of real estate. The following providers have business relationships with Agent:

Assured Title LLC  
Cornerstone Home Lending, Inc.  
Equity Resources, Inc.

There are other providers available for similar services. Buyer has been advised that he/she/they is/are free to shop around and determine whether he/she/they is/are receiving the best services and best rate for these services. Buyer is under no obligation to use any of the above companies.

Off-Site Septic Field. Buyer has been advised that the Property contains either a Repair Field or Drain Field that is not a part of the lot and may not even be a contiguous parcel to the Property. The additional lot may either be an additional fee parcel, or a parcel owned by someone else but subject to an easement for Buyer's septic use. Buyer has been advised that said additional lot may require additional maintenance and/or County inspections.

Radon. Radon is a colorless, odorless gas which comes from the natural breakdown of uranium in the soil. It is found in homes nationwide including North Carolina. It typically moves up from the ground through cracks or holes in the foundation and may become trapped in the home or well water, creating higher than Federally acceptable amounts in the air and water supply (4.0 picocuries per liter is the minimum acceptable amount). Radon can be remediated and Buyer is advised to have the home and well tested to determine whether remediation may be required.

Well Comtaminants. If the home's water supply is a well, then Buyer is advised to have the water supply tested for not only for potential bacterial contaminants, such as, e-coli and coliform, but also for radon, uranium and radium. For more information, Buyer may contact [wakegov.com/wells](http://wakegov.com/wells), or 919-893-WELL (9355), or [johnstoncountync.com/envhealth/](http://johnstoncountync.com/envhealth/) or at 919-989-5180.

Fencing and Accessory Structures. Buyer is advised that construction of a fence or accessory structure, including a pool, garage or storage building, may require a building or zoning permit, as well as an architectural approval application if the property is located in a subdivision with restrictive covenants. In addition, the construction of same may result in a violation of impervious surface rules for the lot. If these additions are important, Buyer is advised to contact the appropriate authorities in order to obtain approval.

Animals. Buyer is advised that municipal or county regulations, or restrictive covenants, may limit the number and types of pets permitted, and may also regulate or require the public disclosure of invisible fencing.

Underground Storage Tank. The disclosure for the Property indicates that there \_\_\_\_\_ is \_\_\_\_\_ is not (check one) an underground storage tank located on the Property that \_\_\_\_\_ is \_\_\_\_\_ is not (check one) currently being used for the following purpose (if known): \_\_\_\_\_ . If applicable, the tank \_\_\_\_\_ has \_\_\_\_\_ has not (check one) been appropriately abandoned as required by local, state and Federal applicable laws. Buyer is advised to seek legal counsel to determine the impact of such disclosed information.

Homes Constructed Prior to 2000. Older homes may contain hazardous or defective materials, including, but not limited to, asbestos, lead based paint, synthetic stucco or composition siding, and polybutylene or cast iron piping. If Buyer is specifically concerned about any of these building materials being in the home, and the home was constructed prior to 2000, then Buyer is advised to procure specific inspections to address whether there exist any potential hazards in the home and the possible effects as a result of the existence of these materials in the home.

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Buyer executes this document acknowledging receipt thereof, and further acknowledging that Agent has reviewed the applicable provisions with Agent, and Buyer understands and accepts same.


This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Buyer

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Buyer

DocuSigned by:  
  
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3/27/2026