TRIAD NC BUYER FIELD GUIDE

NC Home Walkthrough Checklist

Before You Put Due Diligence Down

Fall 2026 Edition

TERESA OVERCASH

Broker-in-Charge | Realty ONE Group Results

NCREC-Licensed Instructor | CLHMS Certified

30 years | 10,000+ NC closings | 8 offices | 280 agents

Text 336-262-3111

teresatedder@gmail.com

homesintriadnc.com

Contents

Section 1

Why the Order Matters

Before you spend a dollar of due diligence money on a Triad home, do six things: read the RPOADS disclosure, walk the home for water pressure and stains, verify sewer vs septic, confirm road status, ask system ages, and pull the HOA docs from the register of deeds.

Most first-time buyers do this backwards. They fall in love with a listing, they hire a professional inspector before writing an offer, and they burn $400 to $600 while another buyer ties up the house. In North Carolina, you do not have the right to fully inspect a home until you have locked it up with a contract and a due diligence fee. Pre-offer, you are gathering enough signal to answer one question: is this house worth spending real money to tie up?

> *"It is not reasonable to expect a home inspection before you put due diligence down, because you are not tying the home up. Someone could go under contract with it while you are paying for that inspection."*

Section 2

Read the RPOADS Disclosure

The 4-page RPOADS (Residential Property and Owners Association Disclosure Statement) is required by NC General Statutes Chapter 47E on any residential sale of one to four units. Sellers answer yes, no, or "no representation" to dozens of questions on structure, systems, water source, sewage disposal, HOA, and known problems. The seller must also provide the 1-page MOGS (Mineral, Oil, and Gas Rights) disclosure. Both must be delivered before you write your offer.

The "no representation" trick. When a seller marks "no representation," the seller is not lying — they are declining to answer. That shifts the burden of investigation to you. Every "no representation" answer becomes a to-do item for the due diligence period.

If you never receive either disclosure, NCGS 47E-5 gives you a limited right to cancel in writing. That right expires on the **earliest** of three days after you receive the disclosure, three days after the contract date, or your settlement or occupancy of the property. Do not wait on the clock; if a disclosure shows up late, act the day it arrives.

Section 3

The 15-Minute Walkthrough

Bring a phone with a flashlight, a bottle of water, and a printout of the seller disclosure. Do these six things in every room. Take photos of anything that looks off.

Check	What to look for	Time
Water pressure	Turn on every faucet and both showers. Flush every toilet. Weak, sputtering, or brown = well or plumbing issue.	3 min
Ceilings + walls	Look up. Stains, cracks around windows, sagging drywall = roof or moisture issue.	2 min
Floors	Walk every room. Soft spots, uneven areas, gaps between baseboards and floor = foundation or subfloor.	3 min
Electrical panel	Look only. Do NOT touch. Federal Pacific / Zinsco / rusted / double-tapped breakers = red flag.	1 min
Doors + windows	Open and close every one. Sticky or won’t latch = foundation shift.	3 min
Nose test	Musty basement, sharp cat urine, sweet chemical = mold or meth history.	3 min

Section 4

System Ages and Permits

Ask the seller for the age of three systems: roof, HVAC, water heater. Then verify against county permit records. NCGS 160D-1110 requires a building permit for most replacements — HVAC and roofs almost always appear in the county record. Water heater replacements are exempt if the fuel, energy source, capacity, location, and venting are unchanged, so absence of a permit for a water heater is normal.

Every Triad county publishes permit records online. Forsyth, Guilford, Davidson, Randolph, Rockingham, Stokes, Yadkin, Davie, and Alamance all have searchable databases. If the seller says "the roof is five years old" and the county has no permit in the last 15 years, ask a follow-up. Not accusatory — just curious.

> *"The disclosure tells you what the seller says. The permit record tells you what the county has on file. When those two disagree, you have a conversation to have before you put money down."*

Section 5

Sewer vs Septic Verification

This is where five-figure mistakes happen. On a city-sewer home, verify by calling the city. On a septic home, get the permit from the county health department. **The permit states the maximum bedroom count.** A 4-bedroom listing on a 3-bedroom septic permit is a legal problem, a lender problem, and eventually a health-department problem for you as the new owner.

Triad septic inspection cost: $300 to $550. That is due-diligence-period money, not pre-offer money — but you need the permitted bedroom count before you sign anything.

Section 6

Confirm the Road, Pull the HOA

Road status. Look the road up on the NCDOT state road map or call the city street department. If it is state-maintained or city-maintained, you are fine. If it is private, ask for the recorded road maintenance agreement. Fannie Mae and Freddie Mac require an adequate, legally enforceable maintenance arrangement for conventional financing on private roads. A recorded agreement among the neighbors is the usual way to satisfy that requirement; in some cases a state or local law provision can satisfy it instead. Either way, it surfaces during underwriting — pull it forward into your due diligence period.

Historical use (the family has always driven across the neighbor's land) is not a legal easement in North Carolina.

HOA documents. Two paths, use both. The seller must provide the Owners Association Disclosure per NCGS 47E-4(b1). Independently, pull the recorded declaration, covenants, bylaws, and amendments from the county register of deeds. Forsyth and Guilford publish online. Every Triad county has this before you write an offer, and the fee is usually zero.

The one thing HOAs rarely disclose voluntarily is a lawsuit for or against the association. NCGS 47E-4 requires that disclosure. If you are in a townhome or condo community, ask directly, in writing.

Section 7

What Makes the Contract Binding

This one trips up buyers, brokers, and even seasoned agents. There is a myth that a NC purchase contract is not real until the due diligence check clears. **That is not the law.**

A NC purchase contract becomes legal, binding, and enforceable when all parties have signed, the contract is dated, any changes are initialed by every party, and — this is the part most people miss — the fully executed contract has been communicated back to the final party. That final communication is the legal act that seals the deal.

> *"The delivery of the due diligence check has nothing to do with whether the contract is enforceable. Non-delivery of the fee does not invalidate the contract. But the moment the property goes under contract, that due diligence money belongs to the seller whether you have handed it over or not. If you drag your feet on delivery, the seller can pursue those funds in small claims court and, if they win, the court can charge you for their attorney fees and legal costs on top of the fee itself."*

Two practical takeaways. **First**, do not treat the due diligence check as a bargaining chip you can hold back if you get cold feet. The minute the contract is fully executed and communicated back, the fee legally belongs to the seller — and the court can add attorney fees and legal costs if the seller has to sue to collect it. **Second**, do not believe anyone who tells you the contract is not binding until the check clears. That myth costs buyers deposits and costs sellers weeks of wasted market time.

THE RULE IN ONE SENTENCE. Signed, dated, initialed, and communicated back to the final party makes the contract enforceable. Delivering the DD fee is your obligation under an already-enforceable contract — not the thing that creates it — and the seller can collect it, plus attorney fees and legal costs, in small claims court if you fail to pay.

Section 8

The Triad Buyer Playbook

1. **Read the disclosures.**
   RPOADS + MOGS before you write. Turn every "no representation" into a to-do.

2. **Walk the home carefully.**
   15 minutes for water pressure, ceilings, floors, panel box, doors, and the nose test.

3. **Ask three system ages.**
   Roof, HVAC, water heater. Then verify against county permits.

4. **Verify sewer vs septic.**
   Call the correct city or county department. If septic, get the permitted bedroom count in writing.

5. **Confirm road + pull HOA.**
   NCDOT for public roads. Recorded road maintenance agreement for private roads. HOA docs from the register of deeds.

6. **Write a clean offer.**
   15 to 21 days DD is normal in the Triad. Ten is aggressive. 25 to 30 is buyer-friendly.

"The pre-offer job is not to inspect the home. The pre-offer job is to earn the right to inspect it. Everything you check before due diligence is what tells you whether it is worth spending real money to lock the house up."

Section 9

FAQ + Cancellation Windows

How long is the due diligence period in NC?

Negotiated between buyer and seller inside the Due Diligence provisions of NC Form 2-T. Triad practice runs 15 to 21 days for a resale and can stretch longer for new construction.

Does delivering the due diligence fee make the contract binding?

No. The contract is binding once all parties sign, the contract is dated, changes are initialed, and the fully executed contract is communicated back to the final party. Non-delivery of the DD fee does not invalidate the contract — but the fee legally belongs to the seller the moment the property goes under contract, and the seller can pursue it (plus attorney fees and legal costs) in small claims court.

What is the 3-day cancellation window if the disclosure is late?

NCGS 47E-5 gives you a limited right to cancel in writing that expires on the EARLIEST of three days after receipt of the disclosure, three days after the contract date, or your settlement or occupancy — whichever comes first.

Should I hire an inspector before writing an offer?

Usually no. Another buyer can go under contract while you are paying for that inspection. Do the visual walkthrough, verify the disclosures, then negotiate a reasonable DD period and use those days for professional inspections.

What is RPOADS?

Residential Property and Owners Association Disclosure Statement — the 4-page form required by NCGS 47E on residential sales of one to four units. The 1-page MOGS covers mineral, oil, and gas rights.

Is a private road a deal-killer for financing?

No, but it requires an adequate, legally enforceable maintenance arrangement. A recorded road maintenance agreement is the usual way to satisfy Fannie/Freddie; in some cases a state or local law provision can satisfy it. Handle it during DD, not at underwriting.

Ready to talk through a specific home?
Text Teresa at **336-262-3111** or email teresatedder@gmail.com.
More field guides at **homesintriadnc.com**.