



**SELLER'S PROPERTY DISCLOSURE STATEMENT
(LOT/LAND) EXHIBIT " _____ "**



2017 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at:

Freedom Trail, Lot B, Hartwell Georgia 30643

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is the Property vacant? If yes, how long has it been since Seller occupied the Property? <u>Vacant Lot - Never Occupied</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a homeowners' association? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. THE PROPERTY:			
(a) How many acres are in Property? <u>0.5</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) What is the current zoning of Property? <u>Residential</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any governmental allotments committed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there any drainage or flooding problems on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there any diseased or dead trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Darcy Maixner IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

Yes	No	Don't Know
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5. TOXIC SUBSTANCES:

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? _____ _____
- (b) Has Property ever been tested for radon or any other environmental contaminates? _____ _____

6. OTHER MATTERS:

- (a) Have there been any inspections in the past year?
If yes, by whom and of what type? _____ _____ _____
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? _____ _____
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property? _____ _____
- (d) Are there any existing or threatened legal actions affecting Property? _____ _____
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use? _____ _____
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility? _____ _____
- (g) If Property is served by well water, is the well on Property? _____ _____
- (h) Has the Property been enrolled in a Conservation Use Program?
If yes, when was the Property enrolled? _____ _____ _____
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed? _____ _____

7. AGRICULTURAL DISCLOSURE:

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? _____ _____

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

8. UTILITIES:

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- | | |
|--|---|
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Public Sewer |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Public Water |
| <input checked="" type="checkbox"/> Telephone | <input type="checkbox"/> Private/Well Water |
| <input checked="" type="checkbox"/> Cable Television | <input checked="" type="checkbox"/> Shared Well Water |
| <input checked="" type="checkbox"/> Garbage Collection | <input type="checkbox"/> Other _____ |

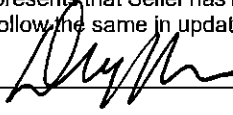
9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]

Additional pages are or are not attached.

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SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: 

Date: 20 Nov 17

Seller: _____

Date: _____

Additional Signature Page is is not attached.

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Additional Signature Page is is not attached.

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FILED IN OFFICE
HART SUPERIOR COURT

2015 MAY 20 PM 3: 05

Frankie H. Gray
FRANKIE H. GRAY, CLERK

Recorded
Book 1772 Page 476-477
Date 5-20-2015
Frankie Gray, Clerk

Hart County, Georgia
Real Estate Transfer Tax
Paid \$ 215.00
Date 5-20-2015
Frankie Gray, Clerk

After recording, return to:
Todd C. Townsend, P.C., Attorney at Law, P. O. Box 423,
Hartwell, Georgia 30643 (706) 377-2425

WARRANTY DEED

GEORGIA, HART COUNTY

THIS INDENTURE, made this 15th day of May, in the year Two Thousand Fifteen, between Phillips Brothers Properties, LLC, a Georgia Limited Liability Company, as party of the first part, hereinafter called Grantor, and Dwayne C. Kearns, Sr., a/k/a Dwayne Kearns, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

All lot or parcel of land, situate, lying and being in the 1115th District, G.M., Hart County, Georgia, and being known and designated as Lot "B", containing 0.500 of an acre, more or less, on a Plat entitled: "Survey for: Courtland G. Phillips" by Bauknight & Associates, Inc., Surveyors, dated September 17, 2014, recorded at Plat Book 2M, Page 20, in the Office of the Clerk of Superior Court of Hart County, Georgia, which said plat is hereby incorporated into this description by reference and made a part hereof, and being a portion of the property conveyed to Courtland G. Phillips by Donald Lyn Neustadt, Jr., Kelly Lynn Neustadt, a/k/a Kelly Neustadt Wheeler and Laurance T. Neustadt by Warranty Deed dated June 26, 2014, recorded at Deed Book 754, Pages 570-571, in said Clerk's Office.

Also conveyed herewith is a non-exclusive, perpetual easement for ingress, egress and utilities, over and across that strip of land shown as a "20' wide easement", leading from Freedom Trail to the above described property, which is more particularly shown on a Plat by Bauknight & Associates, Inc., Surveyors, dated May 16, 2012, recorded at Plat Book 2L, Page 198, in said Clerk's Office. The Grantor herein conveys the easement rights described herein, over and across those areas designated as Easement #1, Easement #2 and Easement #3, as shown on said Plat.

Also conveyed herewith is a non-exclusive, perpetual easement for ingress, egress and utilities, over and across that strip of land shown as a "15' wide easement", leading from Freedom Trail to the above described property, which is more particularly shown on a Plat by Bauknight & Associates, Inc., Surveyors, dated September 17, 2014, recorded at Plat Book 2M, Page 20, in said Clerk's Office.

The above described property is conveyed subject to that certain Declaration of Protective Covenants dated May 15, 2015, and filed for record contemporaneously herewith.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

[Handwritten signature]

Witness

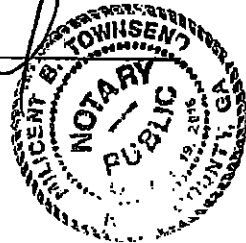
[Handwritten signature]

Phillips Brothers Properties, LLC

[Handwritten signature]

(SEAL)

By: Michael H. Phillips, Managing Member



FILED IN OFFICE
HART SUPERIOR COURT

Recorded
Book 172 Page 458-461

2015 MAY 20 PM 3: 05

Date 5-20-2015
Frankie Gray "C"

After recording, return to:
Courtland G. Phillips
9 Galway Drive
Cartersville, Ga. 30120


FRANKIE H. GRAY, CLERK

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made as of the 15th day of May, 2015 by Courtland G. Phillips (hereinafter referred to as "Declarant"), for a subdivision (hereinafter referred to as the "Subdivision") pursuant to Plat recorded in Plat Book 2M, Page 20, Records of Hart County, Georgia (hereinafter referred to as the "Plat"),

W I T N E S S E T H

WHEREAS, Declarant is the owner of the Subdivision, the Subdivision being all of those certain lots, tracts or parcels of land lying and being in the 1115 District of Hart County, Georgia and being known and designated as Lots A1, A2, B, C1 and C2 and the 15' wide Ingress-Egress & utility easement; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. **Land Use and Building Type.** Lots A1, B and C1 shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on Lots A1, B and C1 other than one detached single-family dwelling unit not to exceed two (2) stories in height. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall no be less than eighteen hundred (1800) square feet for a one-story dwelling nor less than fifteen hundred (1500) square feet for the main

dwelling of more than one story.

No garages shall have more than three (3) bays, without the approval of the architectural control committee.

All driveway locations and materials used to construct said driveways shall be approved by the architectural control committee.

No Lot shall be subdivided.

Lots A2 and C2 shall be used for septic system purposes only, provided an outbuilding or garage may be permitted on Lots A2 and C2.

The fifteen foot wide easement as shown on said plat shall be used for ingress and egress, along with placement of utilities, for the benefit of all lot owners. The type of road constructed and the materials used for said road shall be approved by the Architectural Control Committee.

2. *Architectural Control.* No residence, garage or outbuilding shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Control Committee, as described in Paragraph 13 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be obtained as provided in Paragraph 15 below.

3. *Type of Homes.* No modular home or mobile home shall be permitted on any lot.

4. *Building Location.* No building shall be located on any Lot without the approval of the Architectural Control Committee.

5. *Easements.* Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

6. *Nuisances.* No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.

7. *Temporary Structures.* No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

8. *Signs.* No sign of any kind shall be displayed to the public view on any Lot unless same has been approved by the architectural control committee.

9. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

10. *Livestock and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

A barking Dog is a de facto "nuisance" under Paragraph 6 of this Declaration. For the purpose of this Declaration a "barking dog" shall mean a dog that barks, bays, cries, howls or makes any other noise continuously and/or incessantly for a period of ten minutes or more or barks intermittently for one-half hour or more to the disturbance of any person at any time of the day or night.

11. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. *Sewerage Disposal.* No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

13. *Architectural Control Committee.* The Architectural Control Committee shall initially be composed of three members; namely, Courtland G. Phillips, Michael H. Phillips and Dwayne C. Kearns, Sr. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to it, then the approval of the Architectural Control Committee shall be deemed to have been given and compliance with the related covenants shall be deemed to have been made.

14. **Homeowners Association.** Every lot owner shall be required to be member of a Homeowners Association for the subdivision and be subject to the rules and regulations of said Association as set forth from time to time, including the payment of initiation fees and dues in the initial sum of \$250.00 per year. The declarant shall initially set up said association for the benefit of all lot owners upon such terms and conditions as he deems appropriate, at his sole discretion.

15. **Term.** The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record owners of the Subdivision.

16. **Enforcement.** Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

17. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions of this instrument which shall remain in full force and effect.

18. **Modification and Amendments.** Any item in this declaration may be amended or modified by written agreement between Courtland G. Phillips and Dwayne C. Kearns, Sr..

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

Declarant:

Courtland G. Phillips
Courtland G. Phillips

Executed in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
Commission Expiration Date: _____

[NOTARIAL SEAL]

