

SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT " _____ "



2018 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: 341 Stansell Dr Hartwell, Georgia, 30643). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed?		
(b) Is the Property vacant? <u>Vacation home</u> If yes, how long has it been since the Property has been occupied? <u>Vacation home</u>	✓	
(c) Is the Property or any portion thereof leased?		✓
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		✓

EXPLANATION:

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		✓
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES" GAR F55.		✓

EXPLANATION:

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufactured prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F54 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR B11 MUST BE PROVIDED TO THE BUYER.		

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Jeanna Foley 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) 421-7831.

4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		✓
(b) Have any structural reinforcements or supports been added?		✓
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?	✓	
(d) Has any work been done where a required building permit was not obtained?		✓
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f) Have any notices alleging such violations been received?		✓
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓

EXPLANATION:

Additions made to home

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>16</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(c) Is any portion of the heating and cooling system in need of repair or replacement?		✓
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(e) Are any fireplaces decorative only or in need of repair?		✓
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> well		
(b) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink?		✓
(c) What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <u>3</u>		
(e) Is the main dwelling served by a sewage pump?		✓
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <u>2010</u>	✓	
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		✓
(h) Is there presently any polybutylene plumbing, other than the primary service line?		✓
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		✓

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>12</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	✓	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		✓

EXPLANATION:
new metal roof was installed

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?	✓	
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?	✓	
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		✓
(d) Has there ever been any flooding?		✓
(e) Are there any streams that do not flow year round or underground springs?		✓
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		✓

EXPLANATION:
siding problems repaired

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	✓	
(b) Is there now or has there ever been any visible soil settlement or movement?		✓
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓
(d) Do any of the improvements encroach onto a neighboring property?		✓

EXPLANATION:
well water supplies the home

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?	✓	
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		✓
If yes, is it transferable?		
If yes, company name/contact: _____		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		
(c) Is there a cost to transfer and/or maintain the bond, warranty or service contract?		✓
If yes, what is the cost? \$ _____		

EXPLANATION:
ceiling has been repaired

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		✓
(b) Has Methamphetamine ("Meih") ever been produced on the Property?		✓
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		✓
EXPLANATION:		

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		✓
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		✓
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		✓
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		✓
(e) Is the Property subject to a threatened or pending condemnation action?		✓
(f) How many insurance claims have been filed during Seller's ownership?		
EXPLANATION:		

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		✓
EXPLANATION:		

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) 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?		✓
<p>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, noise, 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.</p>		

ADDITIONAL EXPLANATIONS (if needed):

[Empty rectangular box for additional explanations]

D. FIXTURES CHECKLIST

Directions on HOW TO USE: It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank **THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

Appliances

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Stove
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

Home Media

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring

- Switch Plate Covers
- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

Interior Fixtures

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
 - Wall Mirrors
 - Vanity (hanging) Mirrors
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds
- Window Shutters
- Window Draperies
- Unused Paint

Landscaping / Yard

- Arbor
- Awning
- Basketball Post and Goal
- Birdhouses

- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

Recreation

- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool
- Pool Equipment
- Pool Chemicals
- Sauna

Safety

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

- Fire Sprinkler System
- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

Systems

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Dehumidifier
- Humidifier
- Propane Tank
- Propane Fuel In Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

Other

- _____
- _____
- _____
- _____
- _____

Clarification Regarding Multiple Items. Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page (F149) is is not attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

Brooke Langston
1 Seller's Signature

Brooke Langston Executor of Estate of Janice S Stewart
Print or Type Name

5-1-18
Date

Blake Stewart
2 Seller's Signature

Blake Stewart Executor of Estate of Janice S Stewart
Print or Type Name

5/1/18
Date

Additional Signature Page (F149) is is not attached.

LEAD-BASED PAINT EXHIBIT " " "



2018 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale or lease of that certain Property known as: 341 Stansell Dr., Hartwell, Georgia, 30643

1. Purchase and Sale or Lease Transaction Lead Warning Statement

Every purchaser or tenant 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 Seller or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller's or Landlord's possession and notify the Buyer or Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's/Landlord's Disclosure

Initials of Seller / Landlord

A. Presence of lead-based paint and/or lead paint hazard [check one below]:

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and Reports available to the Seller/Landlord [check one below]:

Seller/Landlord has provided the Buyer/Tenant with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Buyer's/Tenant's Acknowledgment

Initials of Buyer / Tenant

A. Buyer/Tenant has received copies of all information, if any, listed above.

B. Buyer/Tenant has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".

C. Buyer/Tenant has [check one below]:

Received a ten (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; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Broker's Acknowledgment

Initials of Broker or Licensee of Broker

Broker has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

1 Buyer/Tenant Signature

Date

Brook Langston
1 Seller/Landlord Signature

5-1-18
Date

Brook Langston, Broker of Real Estate of Georgia & Steward

Blake Stewart
2 Seller/Landlord Signature

5/1/18
Date

Blake Stewart, Broker of Real Estate of Georgia & Steward

2 Buyer/Tenant Signature

Date

Additional Signature Page (F149/F150) is is not attached.

Additional Signature Page (F149/F150) is is not attached.

Selling/Leasing Broker

Date

Jeanna Foley
Listing Broker
Coldwell Banker Fort Realty

5-1-18
Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Tenant" shall mean either a Buyer or a Tenant or both as the context may indicate.

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PLEASE RETURN TO: T. Michael Farrell
260 Constitution Blvd.
Lawrenceville, Georgia 30045-5638

FILED IN OFFICE
HART COUNTY SUPERIOR COURT

2001 OCT 17 AM 10:08

RECORDED
392
10-17-01

Carolyn Jellmer
DEPUTY CLERK

Stacy
FEB 20 10:17-01
Carolyn Jellmer
CLERK OF SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF GWINNETT

WARRANTY DEED

THIS INDENTURE, made this 20th day of March, in the year of our Lord Two Thousand and One between CHARLES C. STEWART of the State of Georgia and County of Jackson of the first part and JANICE S. STEWART of the State of Georgia and County of Jackson of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 1115th District, G. M., Hart County, Georgia, with improvements thereon, containing 33.7 acres, more or less, and being bounded, now or formerly, as follows: On the North by lands of Martin and Parker; on the East by Estes; on the South by Majeski; and on the West by the U. S. Government and Majeski.

Said tract being more particularly described as to courses and distances on a Plat of Survey prepared by Teasley, Surveyor, dated February 20, 1973, which plat, recorded in Plat Book 2-C, Page 235, Public Records of Hart County, Georgia, is by this reference incorporated herein as a part hereof.

This is the same property as conveyed by Warranty Deed from Judi A. Epstein and Mark B. Epstein to Charles C. Stewart and Janice S. Stewart and dated February 29, 1992, and filed of record in the Public Records of Hart County, Georgia.

Grantor is conveying his interest to Grantee pursuant to the terms of the Settlement Agreement entered in the Jackson County Superior Court, Civil File Action Number A-01-CV-0186.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns, forever, IN FEB SIMPLE.

And the said parties of the first, for his heirs, executors and administrators will warrant and forever defend the right and title to the above-described property unto the said party of the second part, her heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set his hands in the year and date above written.

Signed, sealed and delivered in the presence of:

This the 20th day of March, 2001.

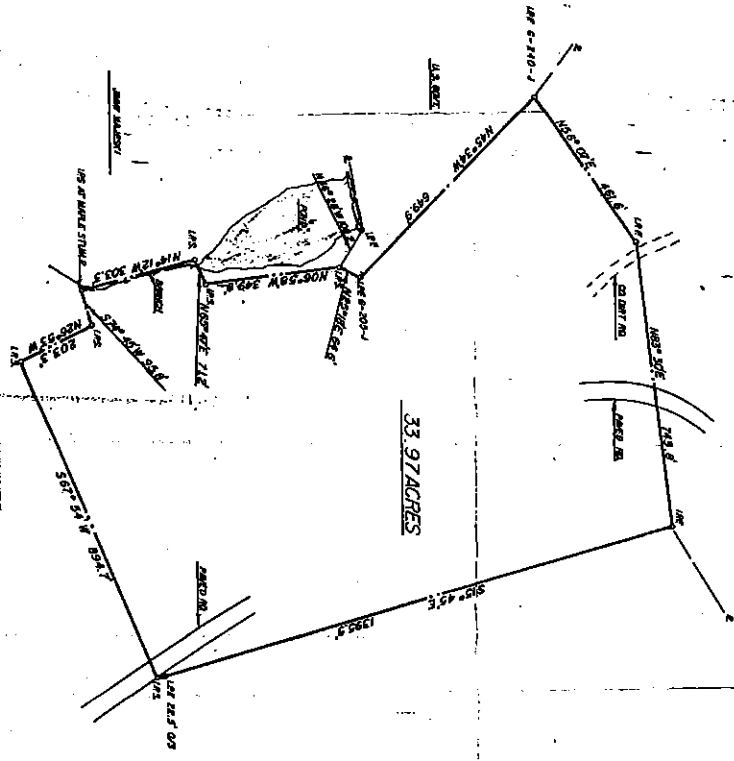
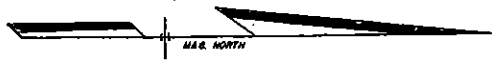
Stacy Gomer
WITNESS

Charles C. Stewart
CHARLES C. STEWART

Angela D. [Signature]
NOTARY PUBLIC
My Comm. Expires 12/31/02

StewartJanice09.Deed on Lake Property

FILED AND RECORDED
 BOOK 225 PAGES 235
 1985 MAR 3 AM 9:22
By: [Signature]
 HUNT & PERSON COURT CLERK



33.97 ACRES

NET - 100' NEW ROAD
 1/2\"/>



CHARLES S. SMITH
 SURVEYOR

COUNTY	HART	BOOK	225	PAGE	235
DATE	3-20-73	SCALE	1"=80'	DATE	3-20-73
SURVEYED BY			DRAWN BY		
TESLEY & ASSOCIATES			TESLEY & ASSOCIATES		
ENGINEERING & SURVEYING			ENGINEERING & SURVEYING		
NATTONVILLE, GA.			NATTONVILLE, GA.		
FIELD NO.	40		40		

BOOK 495 565
DATE 8-18-04
W.E. "Luf" [unclear] Clerk

FILED IN OFFICE
HART COUNTY CLERK COURT

2004 AUG 18 PM 2:37

Carole J. Williams
DEPUTY CLERK

Adrian
8/18/04
Carole J. Williams

After recording, return to:
Todd C. Townsend, P.C., Attorney at Law, P. O. Box 423,
Hartwell, Georgia 30643 (706) 377-2423

WARRANTY DEED

GEORGIA, HART COUNTY

THIS INDENTURE, made this 17th day of August, in the year Two Thousand Four, between Sophie Short, as party of the first part, hereinafter called Grantor, and Janica Stewart, 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 that tract or parcel of land, situate, lying and being in the 1115th G.M.D., Hart County, Georgia, being known and designated as Lot No. One (1) of Moreland Heights Subdivision, and more particularly shown on a plat prepared for Lake Hartwell Holding Company, Inc. by Dean H. Teasley, Surveyor, dated July 22, 1991, recorded at Plat Book 2-D, Pages 299, 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 Sophie Short by Town & Country Realty, Inc. by Warranty Deed dated July 7, 2000, recorded at Deed Book 360, Page 204, in said Clerk's Office.

The above described property is subject to Restrictive Covenants contained in a Warranty Deed from Lake Hartwell Holding Company, Inc. to Town & Country Realty, Inc., dated July 5, 2000, recorded at Deed Book 360, Pages 151-153, in the Office of the Clerk of Superior Court of Hart County, Georgia.

The above described property is subject to existing restrictive covenants of record, if any, road easements and utility easements.

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:

[Signature]

Sophie Short (SEAL)
Sophie Short

Witness
[Signature]
Notary Public


565

RESTRAIN VIOLATION OR TO RECOVER DAMAGES AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, CONDITION, RESERVATION OR RESTRICTION HEREIN. FAILURE TO ENFORCE ANY COVENANT OR RESTRICTION SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO OR TO CLAIM DAMAGES THEREFOR. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

15. THERE WILL BE NO BORED OR DRILLED WELLS PLACED ON ANY LOT. WATER IS PRESENTLY SUPPLIED TO THE SUBDIVISION BY PARADISE POINT WATER COMPANY, INC. FOR A FEE PLUS POSSIBLE TAP-ON CHARGES, METER CHARGES, AND DEPOSITS AS MAY BE ESTABLISHED BY THE WATER SUPPLIER.
16. PURCHASER NEVER HAS TO BUILD ON THE PROPERTY. HOWEVER, ONCE BUILDING HAS BEGUN, COMPLETION MUST BE WITHIN ONE (1) YEAR.
17. GRANTOR, ITS SUCCESSORS AND ASSIGNS, RESERVES THE RIGHT TO PRE-APPROVE ALL BUILDING PLANS FOR AESTHETIC DESIGN AND THE BUILDER.

ALSO QUIT-CLAIMED AND CONVEYED HEREIN ARE ALL OF GRANTOR'S RIGHTS AS THE DEVELOPER OF THE SUBDIVISION TO DISPLAY ADVERTISING SIGNS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, SIGNS ADVERTISING THE PROPERTY FOR SALE, AND GRANTOR'S RIGHT TO PRE-APPROVE BUILDING PLANS.

EXHIBIT "A"

ALL THOSE TRACTS OR PARCELS OF LAND, WITH IMPROVEMENTS THEREON, SITUATED IN THE 1115TH GEORGIA MILITIA DISTRICT OF HART COUNTY, GEORGIA, BEING DESIGNATED AS LOTS ONE (1), TWO (2), THREE (3), FOUR-A (4-A), FOUR-B (4-B), SIX-A (6-A), SIX-B (6-B), SEVEN (7), EIGHT (8), NINE (9), TEN (10), AND ELEVEN (11) OF MORELAND HEIGHTS SUBDIVISION; AND BEING MORE PARTICULARLY SHOWN AND DELINEATED ON A PLAT OF A SURVEY PREPARED FOR LAKE HARTWELL HOLDING COMPANY, INC. BY DEAN H. TEASLEY, REGISTERED LAND SURVEYOR, DATED JULY 22, 1991, RECORDED IN PLAT BOOK 2-D, PAGE 299, HART COUNTY, GEORGIA RECORDS; AND BY REFERENCE, SAID PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF.

LOTS 4-B AND 6-B ARE CONVEYED SUBJECT TO THOSE RESTRICTIVE COVENANTS SET FORTH ON THE AFOREMENTIONED PLAT WHICH STATE AS FOLLOWS: "LOTS 4B ... AND 6B ARE NOT AND WILL NOT BE USED AS RESIDENTIAL BUILDING LOTS. THEY ARE TO BE USED ONLY AS 'BACK UP' LOTS - IF EVER NEEDED - FOR SEPTIC TANKS DRAIN FIELDS." ADDITIONALLY, LOTS 4-A AND 4-B MUST BE CONVEYED TOGETHER AS ONE PARCEL, AND LOTS 6-A AND 6-B MUST BE CONVEYED TOGETHER AS ONE PARCEL.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO EXISTING RESTRICTIVE COVENANTS OF RECORD, IF ANY, ROAD BASEMENTS, AND UTILITY BASEMENTS, AS WELL AS TO THE FOLLOWING RESTRICTIVE COVENANTS:

1. NO DWELLING OF LESS THAN 1400 SQUARE FEET OF HEATED FLOOR SPACE ON THE FIRST FLOOR LEVEL SHALL BE CONSTRUCTED ON ANY LOT; ALL DWELLINGS SHALL BE UNDERPINNED WITH A CONTINUOUS WALL FOUNDATION.
2. NO MOBILE HOME OR MODULAR HOME OF ANY DESCRIPTION SHALL BE PLACED ON ANY LOT.
3. NO USED LUMBER (EXCEPT FOR INTERIOR DECORATIVE USE) OR OLD HOME, OR ANY PART THEREOF, SHALL BE PLACED ON ANY LOT.
4. NO CONCRETE BLOCK DWELLING OR CONCRETE BLOCK ACCESSORY BUILDING SHALL BE CONSTRUCTED ON ANY LOT, EXCEPT THAT CONCRETE BLOCK MAY BE USED IN THE CONSTRUCTION OF A BASEMENT OR FOUNDATION, PROVIDED SAME IS VENEREED WITH A SUITABLE MATERIAL SUCH AS BRICK OR STUCCO ON THE EXTERIOR.
5. NO PART OF ANY DWELLING, ACCESSORY BUILDING, APPURTENANCE, OR EXTRA FEATURE SHALL BE CONSTRUCTED NEARER THAN TEN (10) FEET FROM ANY SIDE PROPERTY LINE.
6. NO TEMPORARY SHACKS, SHANTIES, OR OUTDOOR TOILETS SHALL BE CONSTRUCTED OR PLACED ON ANY LOT.
7. NO TENTS OR CAMPERS SHALL BE PLACED ON ANY LOT FOR LONGER THAN TWO (2) WEEKS IN ANY ONE (1) YEAR.
8. NO CHAIN LINK FENCE SHALL BE CONSTRUCTED OR PLACED ON ANY LOT.
9. NO ABOVE-GROUND PROPANE GAS TANK WITH A CAPACITY OF MORE THAN TWENTY (20) POUNDS SHALL BE PLACED ON ANY LOT.
10. NO ANIMALS, LIVESTOCK, SWINE OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT. DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE OR MAINTAINED IN SUCH A WAY AS TO BE AN ANNOYANCE OR NUISANCE.
11. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE ON ANY LOT THAT MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
12. OTHER THAN THOSE OF THE DEVELOPER OF THE SUBDIVISION, ITS SUCCESSORS AND ASSIGNS, NO ADVERTISING SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON VACANT OR UNIMPROVED LOTS, INCLUDING, BUT NOT LIMITED TO, SIGNS ADVERTISING THE PROPERTY FOR SALE AND SIGNS USED BY A CONTRACTOR OR SUBCONTRACTOR TO ADVERTISE THE PROPERTY DURING A CONSTRUCTION PERIOD.
13. ONLY ONE (1) SINGLE FAMILY RESIDENCE SHALL BE CONSTRUCTED ON ANY ONE RESIDENTIAL BUILDING LOT, AND NO LOT SHALL BE SUBDIVIDED.
14. EACH LOT SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. ENFORCEMENT BY ANY PROPERTY OWNER IN THE SUBDIVISION OR THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY, EITHER TO

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