



FORT REALTY

# 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: 814 Melody Lane 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? <u>1998</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? <u>MAY 2018</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 manufacture 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 Jaanna 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) 451-1831.

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: 4c: Screened porch had screens removed and windows replaced the screens.

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>2</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: Large AC unit was replaced in 2017 and maintained regularly by McGe. The smaller AC unit is in working order & also regularly maintained by McGe.

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input 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>4</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?	✓	<del>✓</del>
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?	✓	

EXPLANATION: Upstairs refrigerator leaked to stain ceiling of basement. Refrigerator was replaced with a new fridge. Inspection revealed polybutylene supply lines in basement + kitchen, further review the lines are OK and part of original construction.

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>5</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: tree limb hit roof was replaced in 2013 through insurance claim, in 2013. gutters were cleared July 2018.

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: Refer back to refrigerator leak.

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: (A) Abandoned well. Connected to public water Dec. 2016. (B) Encroachment on Strobach property on garage side. These few inches were deeded to 814 amicably.

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? <u>Yes</u> What is the cost? \$ <u>265/yr.</u>		
If yes, company name/contact: <u>American Pest Control</u>		
Coverage: <input type="checkbox"/> re-treatment and repair <input checked="" type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date <u>2/29/19</u> Renewal Date <u>3/1/19</u>		
(c) Is there a cost to maintain the bond, warranty or service contract?		
If yes, what is the annual cost? \$ <u>265/yr.</u>		

EXPLANATION:

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 ("Meth") 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? <u>2</u>		

EXPLANATION: *Claims include the roof repair and the refrigerator freezer waterline leak damage.*

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, 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.</p>		

ADDITIONAL EXPLANATIONS (if needed):

[Empty 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 (2)
- 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 (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

**Landscaping / Yard**

- Arbor
- Awning
- Basketball Post and Goal

- Birdhouses
- Boat Dock *Permit #647*
- 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
- Generator
- Humidifier
- Propane Tank
- Propane Fuel In Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

**Other**

- Additional power pole*
- near driveway*
- 
- 
- 

**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.

*Well pump was disconnected when connected to public water supply in Dec 2016.*

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

*Well pump cover on the side of driveway needs to be repaired.*

**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

**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

*Carole L. Partridge*  
\_\_\_\_\_  
**1 Seller's Signature**

**Carole L Partridge**  
\_\_\_\_\_  
Print or Type Name

*10/21/2018*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Additional Signature Page (F149)  is  is not attached.

Additional Signature Page (F149)  is  is not attached.

610 4-2-08 40-241

Carolyn Covatta

41800 4-2-08

RETURN TO:  
RIDGWAY & RIDGWAY, LLP  
ATTORNEYS AT LAW  
PO BOX 710  
HARTWELL, GA 30643

WARRANTY DEED

State of Georgia  
County of DeKalb

THIS INDENTURE, made and entered into on this 3<sup>rd</sup> day of March, in the year of our Lord, Two Thousand Eight, between

JOHN B. MALCOLM AND BETTY M. MALCOLM

of 9135 Creekside Trail, Stone Mountain, Georgia 30087, as party of the first part, hereinafter referred to as Grantor, and

FLETCHER W. PARTRIDGE AND CAROLE L. PARTRIDGE

of 27 Bridlebrook Lane, Newark, Delaware 19711, as parties of the second part, hereinafter referred to as Grantee the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits, and, when appropriate, any kind of entity, either gender, and both singular and plural).

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, assigned, confirmed and conveyed, and by these presents does hereby grant, bargain, sell, assign, confirm and convey unto the said Grantee, the following described property, to-wit:

All that tract or parcel of land together with all improvements thereon lying and being in the 1112<sup>nd</sup> G.M. District, Hart County, Georgia, designated as Lot 6 of Melody Farms Subdivision containing 0.824 of an acre and being bounded, now or formerly, as follows: On the Northeast by 60' right of way of Melody Lane; on the Southeast by Lot 7 of Melody Farms Subdivision; on the Southwest by lands of the USA - Lake Hartwell; on the Northwest by Lot 5 of Melody Farms Subdivision. Said lands being more particularly described as Lot 6 of Melody Farms Subdivision in a plat of survey for Fletcher Partridge dated February 12, 2008, prepared by W. Slate Bauknight, Registered Land Surveyor, recorded in Plat Book 84, Page 56, Hart County, Georgia, Public Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this legal description.

The above described Lot No. 6 is subject to those restrictions made by Millford Properties, Inc. set forth in "Restrictions on Land Use" dated April 14, 1986, and recorded in Deed Book 181, Page 410, Hart County, Georgia, Public Records, which are incorporated herein by reference.



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 Grantees, in fee simple. And the said Grantor, for themselves, their executors, administrators, successors, and assigns, shall and will warrant and forever defend, by virtue of these presents, the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

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

John B. Malcolm (SEAL)  
John B. Malcolm

Signed, sealed and delivered  
in the presence of:

Robert V. Hays  
Official Witness  
Quinn R. Roberts  
Notary Public  
My Comm. Expires: 2-2-2011

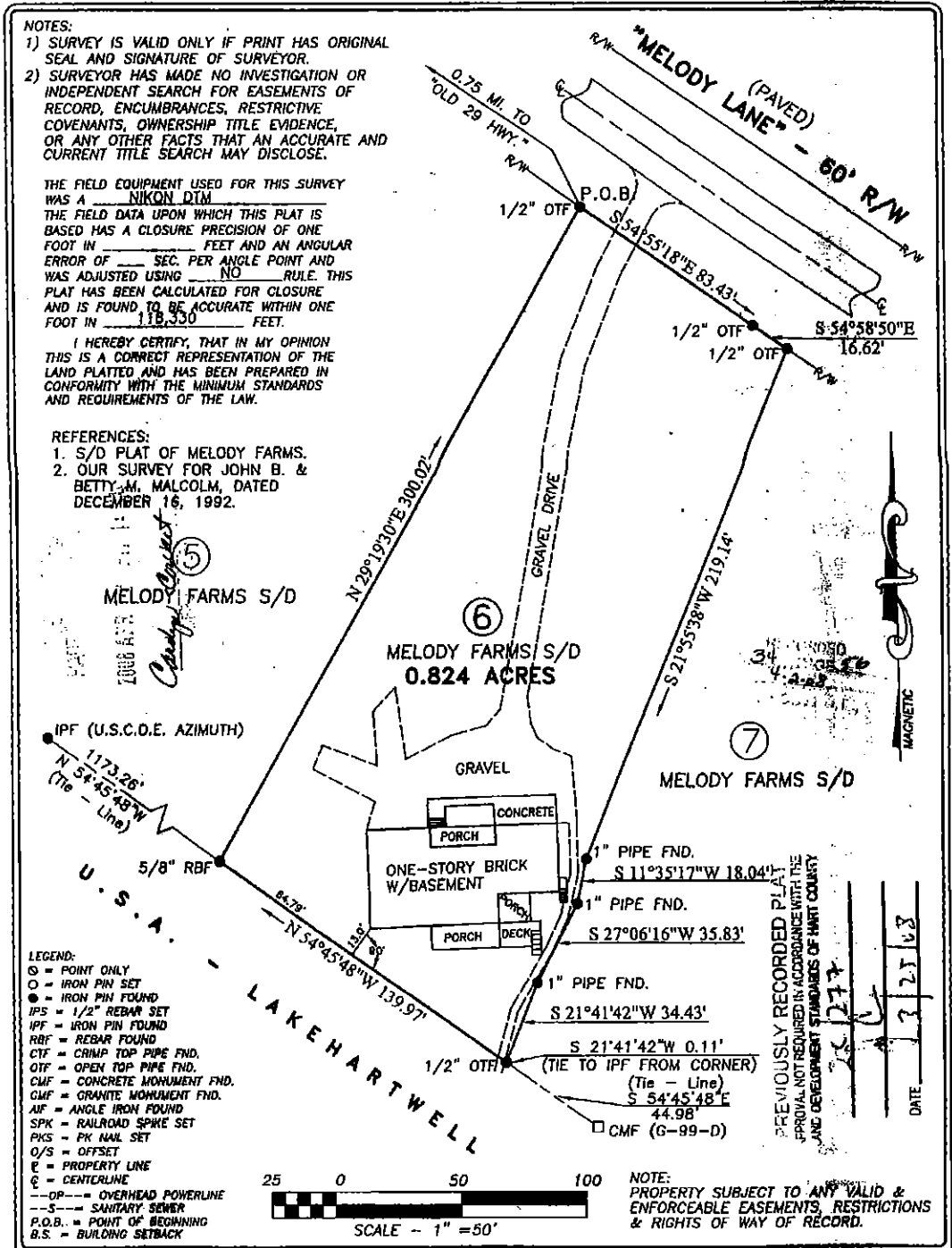
(Notary Seal)

Betty M. Malcolm (SEAL)  
Betty M. Malcolm

Signed, sealed and delivered  
in the presence of:

Robert V. Hays  
Official Witness  
Quinn R. Roberts  
Notary Public  
My Comm. Expires: 2-2-2011

(Notary Seal)



<b>G.M.D.:</b> 1112	<b>SURVEY FOR:</b> <b>FLETCHER PARTRIDGE</b>	<b>STATE:</b> GEORGIA
<b>COUNTY:</b> HART		<b>DATE:</b> FEBRUARY 12, 2008
<b>CITY:</b> N/A		<b>SCALE:</b> 1" = 50'
	<b>SURVEYED BY:</b> <b>BAUKNIGHT &amp; ASSOCIATES, INC.</b> W. SLATE BAUKNIGHT      AARON P. BLOMBERG GEORGIA RLS # 2534      GEORGIA RLS # 3100 SOUTH CAROLINA RLS # 20471 109 N. JACKSON STREET      HARTWELL, GA 30643 706-376-5946 (OFFICE)      888-376-5946 (TOLL FREE) BAUKNIGHTASSOC@HARTCOUNTY.GA.GOV	
	<b>PARTY CHIEF:</b> P.M.O. <b>CRD FILE:</b> 08021 <b>DRAWN BY:</b> R.P.A. <b>DWG FILE:</b> 08021	