



FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) 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 Property known as or located at:

2.4 acres lot 1-H Mt. Olivet Rd and Freeman Dr

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? _____	<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>2.4</u>			
(b) What is the current zoning of Property? <u>N/A</u>			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any governmental allotments committed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there any drainage or flooding problems on Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Reese Oglesby 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**

5. TOXIC SUBSTANCES:

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? Yes No Don't Know
- (b) Has Property ever been tested for radon or any other environmental contaminates? Yes No Don't Know

6. OTHER MATTERS:

- (a) Have there been any inspections in the past year? Yes No Don't Know
 If yes, by whom and of what type? Soil Test
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? Yes No Don't Know
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property? Yes No Don't Know
- (d) Are there any existing or threatened legal actions affecting Property? Yes No Don't Know
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use? Yes No Don't Know
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility? Yes No Don't Know
- (g) If Property is served by well water, is the well on Property? Yes No Don't Know
- (h) Has the Property been enrolled in a Conservation Use Program? Yes No Don't Know
 If yes, when was the Property enrolled? _____
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed? Yes No Don't Know

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? Yes No Don't Know

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.]

- Electricity
- Natural Gas
- Telephone
- Cable Television
- Garbage Collection
- Public Sewer
- Public Water
- Private/Well Water
- Shared Well Water
- 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.

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: FOGS LLC / [Signature] Date: 12-17-18
Seller: _____ Date: _____

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

TO:
RIDGWAY & RIDGWAY, LLP
Attorneys at Law
P. O. Box 710
Hartwell, Georgia 30643
(706) 376-3991

FILED IN OFFICE
HART SUPERIOR COURT

2018 APR 25 PM 1:30


FRANKIE H. GRAY, CLERK

RECORDED
Book 841 Page 416-417
Date 4-25-2018
Frankie Gray, Clerk

Hart County, Georgia
Real Estate Transfer Tax
Paid \$ 372.00
Date 4-25-2018
Frankie Gray, Clerk

LIMITED WARRANTY DEED

State of Georgia,
County of Hart.

THIS INDENTURE, made and entered into on the 19th day of April, 2018, between

WILLIAM M. FREEMAN AND MATHIE C. STAIE

of 101 Hillrose Avenue, Greenville, SC 29609 and 309 Chesterfield Road, Mooresboro, NC 28114,
(hereinafter referred to as "Grantor") and

FOGS, LLC

of 963 Frank Crook Road, Canon, GA 30520, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives, heirs and assigns, where the context requires or permits and when appropriate, any kind of entity, individually or fiduciary and either gender and both singular and plural).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, transferred, assigned, conveyed and confirmed, and does hereby grant, bargain, sell, alien, transfer, assign, convey and confirm unto Grantee the real property described as follows:

All that tract or parcel of land lying and being in the 1112th G.M. District, Hart County, Georgia, designated as Tract #1-A containing 0.96 acres; Tract #1-B containing 0.74 acres; and Tract #1-C containing 0.004 acres; Tract 1-E containing 2.14 acres; Tract 1-F containing 5.02 acres; Tract 1-H containing 2.41 acres; and Tract 1-I containing 0.48 acres as more particularly shown and delineated on a Plat of Survey dated May 11, 1995; revised November 10, 2010, prepared by Dean H. Teasley Land Surveying, Inc., Georgia Registered Land Surveyors, for Estate of Mathie H. Freeman, recorded in Plat Book 2L, Page 66, Hart County, Georgia, Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

The above-described property is a portion of that property conveyed by Warranty Deed dated August 12, 2011, from Estate of Mathie H. Freeman aka Mathie Rachel Freeman to William M. Freeman and Mathie C. Staie, recorded in Deed Book 686, Pages 546-547, Hart County, Georgia, Deed Records.

Tract	Area	Notes
1-A	0.96 Acres	
1-B	0.74 Acres	
1-C	0.004 Acres	
1-D	2.59 Acres	
1-E	2.14 Acres	
1-F	5.02 Acres	
1-G	1.32 Acres	
1-H	2.41 Acres	
1-I	2.48 Acres	

Tract 1-A = 0.96 Acres
 Tract 1-B = 0.74 Acres
 Tract 1-C = 0.004 Acres
 Tract 1-D = 2.59 Acres
 Tract 1-E = 2.14 Acres
 Tract 1-F = 5.02 Acres
 Tract 1-G = 1.32 Acres
 Tract 1-H = 2.41 Acres
 Tract 1-I = 2.48 Acres

Total Net Acreage = 11.75 Acres +/-

Approximate 50' Line
 Adjacent to Road by Area 8/78
 Public Order = 1,300.00
 Land Price = 1,300.00
 Public Order = 1,300.00

This is a complete field sketch and plan showing the location of the tracts, the location of the roads, and the location of the survey lines. The survey lines are shown as dashed lines and the roads are shown as solid lines. The tracts are labeled 1-A through 1-I.

All Rights Reserved to the
 Owners and/or Right-Of-Way
 Owners of the Property

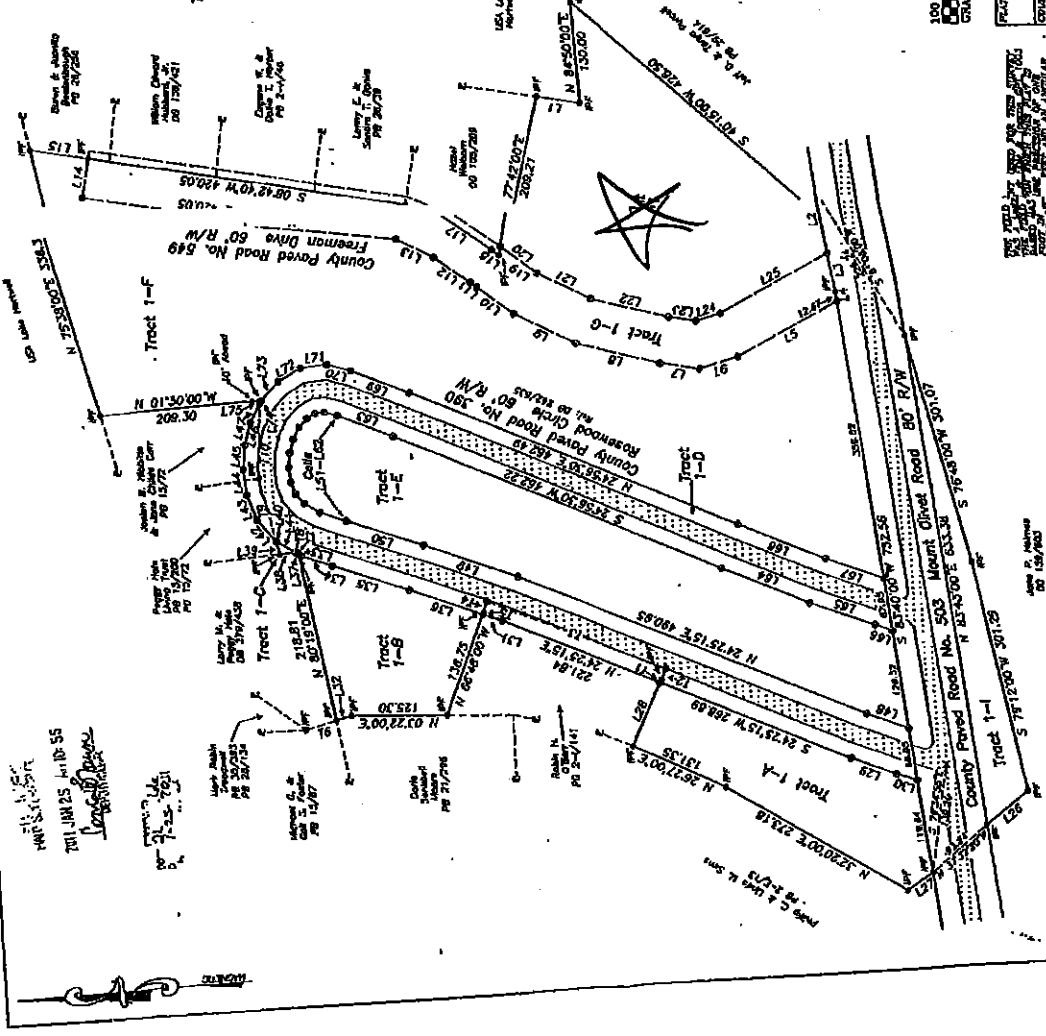
1-25-2501



PLAT FOR Estate of Mathie H. Freeman

DATE: May 11, 1988
 COUNTY: DeKalb
 CITY: Atlanta
 STATE: Georgia

DEAN H. TEASLEY
 LAND SURVEYING, INC.
 1100 BUCKLE ROAD
 SUITE 100
 ATLANTA, GEORGIA 30328
 PHONE: (404) 525-1234



1) Property, subject to any and all mortgages, liens, claims, and encumbrances, shall be sold to the highest bidder at public auction.

2) All proceeds from the sale shall be paid to the estate of Mathie H. Freeman.

3) The property is being sold as is, without warranty, and the purchaser shall accept the same as shown on the plat.

4) The property is being sold as is, without warranty, and the purchaser shall accept the same as shown on the plat.

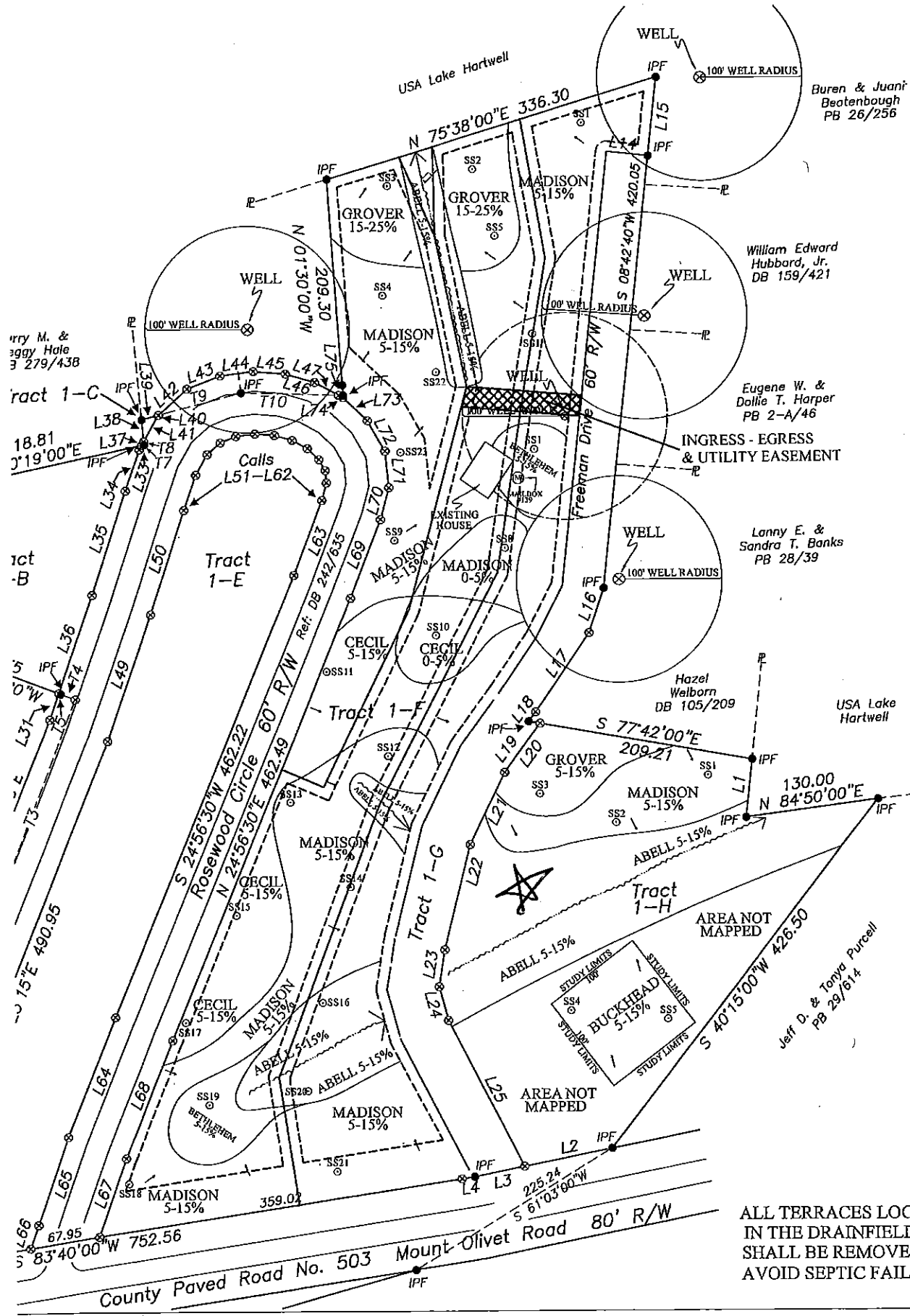
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2) All proceeds from the sale shall be paid to the estate of Mathie H. Freeman.

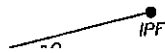
3) The property is being sold as is, without warranty, and the purchaser shall accept the same as shown on the plat.

4) The property is being sold as is, without warranty, and the purchaser shall accept the same as shown on the plat.

Legend:
 - - - - - Survey Lines
 - - - - - Road Right-of-Way
 - - - - - Easement
 - - - - - Other



ALL TERRACES LOC. IN THE DRAINFIELD SHALL BE REMOVED TO AVOID SEPTIC FAILURE



Copy

**RESTRICTIONS AND COVENANTS ON
PROPERTY OF MRS. N. G. FREEMAN**

I, the undersigned, Mrs. Mathie H. Freeman, also known as Mrs. N. G. Freeman, do hereby establish the following restrictions and covenants upon these five (5) tracts of land situated in the 1112th G. M. District of Hart County, Georgia, as shown on a plat prepared by Teasley, Paul and Associates, Surveyors, dated December 30, 1970, of record in Plat Book 2-A, Page 43, Hart County, Georgia Records, of which property I am the owner in fee simple; and by reference, said plat is specifically incorporated herein and made a part of these restrictions and covenants.


The following restrictions shall run with the land and shall encumber same, and shall be in full force and effect for a period of fifty (50) years from this date, and shall be binding on myself as owner, as well as on my heirs and assigns, and said restrictions may not be altered, modified or changed in any way or in any manner without the expressed unanimous written consent of all the owners of any lots or parcels of land that may later be cut off and sold from the property.


A: RESTRICTIONS AND COVENANTS ON TRACTS 1, 2 AND 3:

The following covenants and restrictions are hereby placed upon and shall encumber Tracts 1, 2 & 3 of that property which is shown and delineated on a plat prepared by Teasley, Paul and Associates, Surveyors, dated December 30, 1970, of record in Plat Book 2-A, Page 43, Hart County, Georgia Records:

1. The property shall be used exclusively for single family residences and dwellings, having not less than 800 square feet of heated area;
2. No house, dwelling or other structure may be built or erected within ten (10) feet of any now existing property line or within ten (10) feet of any property line that may hereinafter be established;
3. No tract or lot of land that may be cut off or subdivided from any of the property, unless said tract or lot has a minimum area of not less than 20,000 square feet;
4. No tents, shacks, trailers, mobile homes or temporary buildings or structures shall be placed upon the property;
5. All residence dwellings must be built and constructed of new building supplies and materials, and no structures, dwellings or other buildings may be relocated or moved onto any of the property;
6. No garbage, trash or junk may be deposited on any of the property, nor shall privies or outside toilet facilities be permitted on any of said property;
7. No business or commercial activities of any type may be conducted on any of said property;
8. No horses, cattle, livestock or poultry shall be kept on any of said property, nor shall any commercial dog kennels be permitted on any of said property;
9. No commercial signs or billboards may be placed or erected on any of said property.

WESLEY W. HANCOCK, JR.
ATTORNEY AT LAW
P.O. BOX 437
MARTIN, GEORGIA
30052

STATE OF GEORGIA
COUNTY OF HART
I DO HEREBY CERTIFY THIS TO BE
A TRUE AND CORRECT COPY OF
THE WITHIN AND FOREGOING
DOCUMENT NOW OF RECORD IN
THIS OFFICE
GIVEN UNDER MY HAND AND SEAL
OF SAID COURT THIS JULY DAY OF
2011

(DEPUTY) CLERK (SEAL)
HART SUPERIOR COURT
HART COUNTY, GEORGIA

STATE OF GEORGIA
COUNTY OF HART
I DO HEREBY CERTIFY THIS TO BE
A TRUE AND CORRECT COPY OF
THE WITHIN AND FOREGOING
DOCUMENT NOW OF RECORD IN
THIS OFFICE
GIVEN UNDER MY HAND AND SEAL
OF SAID COURT THIS JULY DAY OF
2011

(DEPUTY) CLERK (SEAL)
HART SUPERIOR COURT
HART COUNTY, GEORGIA

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B: RESTRICTIONS AND COVENANTS ON TRACT 4:

There is now located on Tract 4 of that property shown on a plat prepared by Tensley, Paul and Associates, Surveyors, dated December 30, 1970, of record in Plat Book 2-A, Page 43, Hart County, Georgia Records, a fishing tackle and general merchandising store, which is operated by Mr. and Mrs. N. C. Freeman; however, if said Tract 4 is ever sold, it shall be sold only for residential purposes, and said Tract 4 shall be covered and encumbered by the same and identical restrictions and covenants set forth above which encumber Tracts 1, 2 and 3 above. However, so long as the fishing tackle and general merchandising business is operated on said Tract 4 by Mr. and Mrs. N. C. Freeman, the following restrictions and covenants shall encumber and be enforced as to said Tract 4:

1. No business except a general merchandising and fishing tackle business may be operated on said property;
2. No gasoline or fuel pumps or gas tanks may be located on said property, either permanently or temporarily;
3. No automotive sales or repair business, nor any junk or salvage business shall be conducted on said property;
4. No commercial signs or billboards may be placed or erected on said property;
5. No tents, shacks, trailers, mobile homes, or temporary buildings or structures shall be erected or placed upon the property;
6. No garbage or trash may be deposited on any of the property, nor shall junk, privies or outside toilet facilities be permitted on said property;
7. No horses, cattle, livestock or poultry shall be kept on any of said property, nor shall any commercial dog kennels be permitted on said property;
8. No tract or lot may be out off from or be subdivided out of said property unless said tract or lot so out off or subdivided contains not less than an area of 20,000 square feet, and is used solely for single family residence dwellings, and any such tract or lot out off or subdivided from said property shall be encumbered by the same and identical covenants and restrictions as those which encumber Tracts 1, 2 and 3 of that property shown on a plat prepared by Tensley, Paul and Associates, Surveyors, dated December 30, 1970, of record in Plat Book 2-A, Page 43, Hart County, Georgia Records.

C: RESTRICTIONS AND COVENANTS ON TRACT 5:

The following covenants and restrictions are hereby placed upon and shall encumber Tract 5 of that property which is shown and delineated on a plat prepared by Tensley, Paul and Associates, Surveyors, dated December 30, 1970, of record in Plat Book 2-A, Page 43, Hart County, Georgia Records:

1. No commercial signs or billboards may be placed or erected on said property;
2. No gasoline or fuel pumps or gasoline tanks may be placed upon said property;
3. No automotive sales or repair business nor junk or salvage business may be operated on said property;

4. No tents, shacks, trailers, mobile homes or temporary buildings or structures shall be placed or erected upon this property;

5. No garbage or trash may be deposited on any of the property, nor shall junk, privies or outside toilet facilities be permitted on said property;

6. No horses, cattle, livestock or poultry shall be kept on any of said property, nor shall commercial dog kennels be permitted on said property;

7. No business or commercial business or enterprise may be carried on or conducted on said property except that of a fishing tackle and general merchandising business;

8. Said property may also be used for the construction and erection of one single family residence dwelling.

IN WITNESS WHEREOF, I have set my hand and affixed my seal this 11th day of January, 1971.

Mrs. Mathie H. Freeman (SEAL)
Mrs. Mathie H. Freeman, also known
as Mrs. N. C. Freeman

Signed, sealed and established
in the presence of:

N. C. Freeman

James H. Martin
Notary Public, State of Georgia
Georgia Clerk of the Superior Court

Filed: January 11, 1971 at 9AM
Recorded January 11, 1971
Betty W. Isbell, Deputy Clerk