



FORT REALTY

# SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " \_\_\_\_\_ "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of Oct for the Property (known as or located at: 198 Mt. View Lane, Lawtonia, Georgia, 30553). 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>1986</u>		
(b) Is the Property vacant?		✓
If yes, how long has it been since the Property has been occupied? _____		
(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 F322.		✓
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 F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.		✓

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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:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): _____ 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?		
(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: _____		
(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: _____ 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:		

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:		

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:		

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? \$ _____		
If yes, company name/contact: <u>ATA Pest Control</u>		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date <u>Feb 2020</u>		
(c) Is there a cost to maintain the bond, warranty or service contract?		
If yes, what is the annual cost? \$ _____		
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>0</u>		

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, 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 rectangular box for providing 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. Items identified as remaining with the Property shall mean those specific items as they existed in the Property as of the Binding Agreement Date. No such item shall be removed from the Property unless it is broken or destroyed. In such an event, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical.

**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 (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- 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
- 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**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**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.

*Katharine A. Welch*

1 Buyer's Signature

*Katharine A. Welch*

Print or Type Name

*3-19-19*

Date

*Anne C Zengerle*

2 Buyer's Signature

*Anne C Zengerle*

Print or Type Name

*3-19-19*

Date

Additional Signature Page (F267) is 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

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

Notes on 198 Mt. View Lane that might be helpful:

Dock:

- 10 feet of water at dock
- Nice view with no bouncing dock issues from waterski traffic – safe swimming in calm water
- 2 hoists for jet skis or kayaks
- Boat is negotiable
- Concrete path stained to Army Corps specs
- Electric at dock light

Upstairs:

- Storm door with roll-up screen
- Locking Pantry, cupboards, tool room and shed (in case they want to rent)
- handheld Pantry and under cabinets lights
- Upstairs screened in porch has individually framed and removable screens
- Note: porch light/fan is run by remote on wall just inside door
- Motion sensors/security lighting on all four corners
- Outside electric at the grill pad

Downstairs:

- 2<sup>nd</sup> large living and dining space
- 2<sup>nd</sup> screened porch with tin roof, so fire pit is safe
- Storage room (was once a bedroom with bunkbeds, and could be made into a kitchenette)
- Large master with walk in closet

Location:

- 15 minutes to I-85
- Lake House Restaurant is within walking distance
- Tilly's Tiki Bar and Grill 15 minutes by boat
- Rock Springs boat ramp right around the corner

Home and Property details:

- Maintenance free property, no mowing
- Satellite dish installed by road
- Trane HVAC 10 years old
- Hot Water Heater 8 years old
- Dishwasher and Microwave are 8 years old



- Roof is 4 years old
- Porch is 3 years old
- New railing, grill pad and steps 2 years old
- Carport is 1 year old

Televisions:

- upstairs livingroom TV and 2 mounted TVs stay

Upstairs furniture we will take:

- Queen bed and dresser in red bedroom (will be replaced with a full-size bed)
- 2 nightstands in blue bedroom
- Glider chairs and metal table and 4 chairs on patio
- All pictures on walls

Downstairs furniture we will take:

- Big screen TV and TV stand
- Corner shelf in back bedroom
- Nightstand in back bedroom



FORT REALTY

LEAD-BASED PAINT EXHIBIT "B"



2019 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: 198 Mt. View Lane, Lavonia, Georgia 30553.

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.

2. Seller's/Landlord's Disclosure.

Initials of Seller / Landlord: KAW / doz

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):

[x] 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):

[x] 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: fo

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 \_\_\_\_\_

[Signature] 3-19-19
1 Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

2 Buyer/Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

[Signature] 3-19-19
2 Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

[ ] Additional Signature Page (F267/F931) is attached.

[ ] Additional Signature Page (F267/F931) is attached.

Selling/Leasing Broker \_\_\_\_\_ Date \_\_\_\_\_

[Signature] 3/19/19
Listing Broker \_\_\_\_\_ 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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BOOK 499 62  
DATE 9-28-04  
W.E. "WILL" HALL, Notary Public

For recording, return to:  
THE GORDON LAW FIRM  
415 East Howell Street  
Post Office Box 870  
Hartwell, Georgia 30643  
Carolyn Williams  
CLERK

That  
Paid \$12.00  
Date 9-28-04  
Carolyn Williams  
Clerk of Superior Court

STATE OF GEORGIA  
COUNTY OF HART

WARRANTY DEED

THIS INDENTURE, made this 24<sup>th</sup> day of September, 2004, between Buford O. Edwards, Jr. and Donna W. Edwards of 1040 Pimlico Lane, Bishop, GA 30621, hereinafter called Grantors, and Anne C. Zenger and Katherine A. Welch of 546 Westchester Ave, Rochester, New York, 14609, hereinafter called Grantees;

WITNESSETH: That Grantors 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, the receipt and sufficiency of which is hereby acknowledged, have granted, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantees, their heirs and assigns all their interest in and to the following described property, to-wit:

All that tract or parcel of land, with improvements located thereon, lying and being in the 1117<sup>th</sup> G.M. District, Hart County, Georgia, being known and designated as Lot Number Thirteen (13), Mountain View Cove Subdivision. This tract or parcel of land is more particularly shown and delineated by a plat of survey dated July 14, 1986, prepared by A.M. Britt, Georgia Registered Land Surveyor, recorded in Plat Book 25, at Page 187, Hart County, Georgia Deed Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

The above described property is the same as that conveyed to Buford O. Edwards, Jr. and Donna W. Edwards by Roy C. Collins, Jr. and Nancy H. Collins under a Warranty Deed dated June 30, 1998, recorded in Deed Book 317, Page 14, Hart County, Georgia Deed Records.

The above-described property is conveyed subject to the following restrictive covenants, first appearing in a Warranty Deed dated July 7, 1984 given by Holiday Land Company, Inc. to Michael L. Howard and Karen Holly Howard, recorded in Deed Book 169, at Page 222, Hart County, Georgia Deed Records:

"It is understood and agreed that no dwelling of less than 900 square feet of heated floor space will be placed or constructed on the above described property; no used lumber or old house, or any part thereof, shall be placed on said property; no concrete block houses or mobile homes of any description shall be placed on said property; no tents or campers shall be placed on said property for longer than two weeks in any one year; no temporary shacks, antennas or outdoor toilets are to be constructed or placed on said property; this property will be used for residential purposes only, and no more than one home may be built on this tract."

TO HAVE AND TO HOLD the said described property, 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 Grantees forever in FREE SIMPLE.

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

*Lisa C. Brown*  
WITNESS

*Buford O. Edwards, Jr.* (SEAL)  
Buford O. Edwards, Jr.

*Lisa C. Brown*  
NOTARY PUBLIC,  
Commission expiration: 6/5/05  
Date notarized: 9/24/04



*Donna W. Edwards* (SEAL)  
Donna W. Edwards

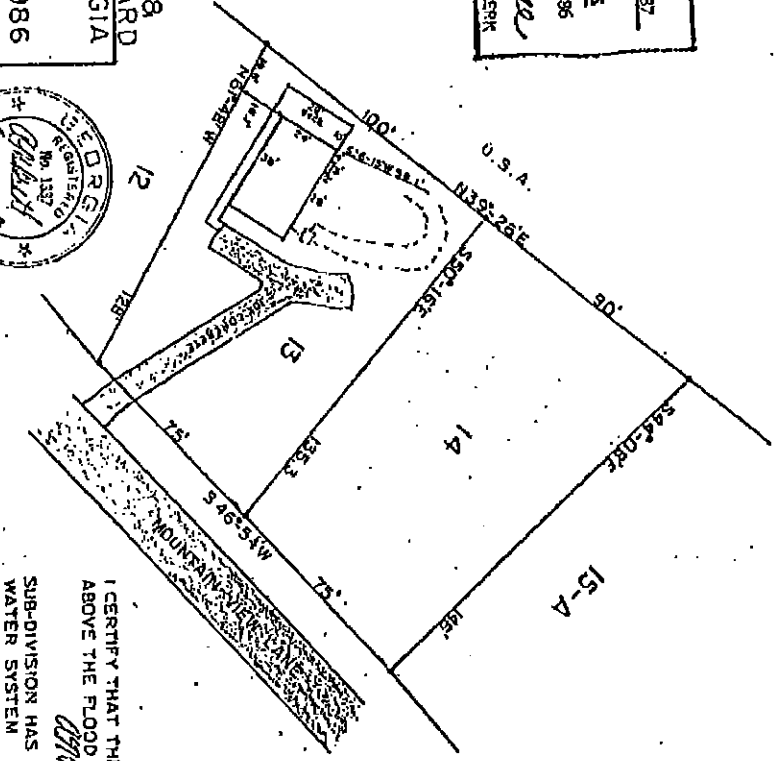
THE GORDON LAW FIRM

MOUNTAIN VIEW COVE

FILED AND RECORDED  
 BOOK 25 P 185 187  
 1986 JUL 23 AM 11:25  
 Recorded: July 29, 1986  
*Robert W. White*  
 HART SUPERIOR COURT CLERK

MICHAEL L. HOWARD &  
 KAREN HOLLEY HOWARD  
 HART COUNTY, GEORGIA  
 1117th DIST., G.M.  
 SURVEYED JULY 14, 1986  
 SCALE 1" = 40'

A. M. BRITT  
 1115 RHODELLA PK.  
 MARIETTA, GA 30043  
 376-9477



I CERTIFY THAT THESE LOTS ARE  
 ABOVE THE FLOOD PLAIN  
*A. M. Britt*  
 SUB-DIVISION HAS CENTRAL  
 WATER SYSTEM