



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



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of Lot # 123 for Property known as or located at: Lake Place Dr. Lavonia Georgia 30553.

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? _____	✓		
(b) Is the Property or any portion thereof leased?		✓	
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?	✓		
(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 FEES, DISCLOSURES AND RELATED ISSUES EXHIBIT, GAR F322].	✓		
3. THE PROPERTY:			
(a) How many acres are in Property? _____			
(b) What is the current zoning of Property? <u>Residential</u>			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?		✓	
(d) Are there any governmental allotments committed?		✓	
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?		✓	
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?		✓	
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		✓	
(c) Is there now or has there ever been any visible soil settlement or movement?		✓	
(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?		✓	
(e) Are there any drainage or flooding problems on Property?		✓	
(f) Are there any diseased or dead trees?	✓		
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓	

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

Yes	No	Don't Know
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5. TOXIC SUBSTANCES:

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

_____	✓	_____
_____	_____	✓

6. OTHER MATTERS:

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

_____	✓	_____
_____	✓	_____
_____	✓	_____
_____	✓	_____
_____	✓	_____
✓	_____	_____
_____	✓	_____
_____	✓	_____
_____	✓	_____

7. AGRICULTURAL DISCLOSURE:

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

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

8. UTILITIES:

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

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

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 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: Marilyn S. Brantley

Date: 4/15/19

Seller: _____

Date: _____

Additional Signature Page (F267) is 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 (F267) is attached.



FORT REALTY

COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES ("DISCLOSURE") EXHIBIT " _____ "



2018 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 128 Lake Place Dr, Lavonia Georgia 30553 ("Property").

I. Directions for Filling Out This Disclosure. Seller agrees to fill out this Disclosure accurately and completely to the best of Seller's knowledge and to promptly update and provide Buyer with a revised copy of this Disclosure up until Closing if new information is learned by Seller which materially changes the answers herein.

II. General Disclosures. Seller hereby discloses the following to the Buyer:

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become or have the right to become a member in the following type of community association ("Association");

[Select all which apply, The section not checked shall not be a part of this Exhibit.]

- Mandatory Membership Condominium Association
Mandatory Membership Homeowners Association
Voluntary Membership Homeowners Association

B. IF PROPERTY IS A CONDOMINIUM UNIT.

If the Property is a condominium unit, the number of units in the condominium is as follows: N/A

C. AGE RESTRICTIONS.

The Association in which the Property is located is OR is not age restricted?

If the Community is age restricted, occupancy is limited as follows:

- At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older ("Over 55 Exemption")
All units are occupied by persons 62 or older ("62 and Older Exemption")

D. EXISTENCE OF MASTER ASSOCIATION.

In addition to the Association referenced above, there is OR is not a master association of which Buyer shall become a member or in which the Association is already a member.

E. CONTACT INFORMATION FOR ASSOCIATION:

Name of Association(s) Lake Place Property Owners Assoc.
Contact Person / Title: Richard Davis, President
Property Management Company: N/A
Telephone Number: 706-356-0763
E-mail Address:
Mailing Address: 35 River View Ct., Lavonia, GA 30553
Website Address of Association:

III. Information Regarding Who Pays Different Fees.

A. DISCLOSURE REGARDING FEES.

Owners living in a mandatory membership community association have to pay certain ongoing fees, charges and assessments (collectively "Fees") to the association. Fee can and do increase over time and, on occasion, there may be the need for a special assessment. The risk of paying increased Fees is assumed by the buyer in living in a community with a mandatory membership association.

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B. AMOUNTS TO BE PAID BY SELLER.

- 1. **ACCOUNT STATEMENT OR CLEARANCE LETTER:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS DISCLOSURE, SELLER AGREES TO PAY THE COST OF ANY ASSOCIATION ACCOUNT STATEMENT OR CLEARANCE LETTER ("CLOSING LETTER") INCLUDING ALL AMOUNTS REQUIRED BY THE ASSOCIATION OR MANAGEMENT COMPANY TO BE PRE-PAID IN ORDER TO OBTAIN SUCH CLOSING LETTER.
- 2. **Assessments and Special Assessments:** Seller agrees to pay: a) all Fees owing on the Property which come due before the closing so that the Property is sold free and clear of liens and monies owed to the Association; and b) any Transfer and Initiation Fees (as that term is defined below) which the Association designates are to be paid by the Seller. If a special assessment may be paid in installments without penalty over a period of time, those installments coming due before the date of Closing shall be paid by the Seller and those installments coming due after the Closing shall be paid by the Buyer.

C. AMOUNTS TO BE PAID BY BUYER.

- 1. **Transfer and Initiation Fees:** Other than the amounts to be paid by Seller above, Buyer agrees to pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees which are referenced by a different name, other similar fees which are required to be paid to the Association and/or property management company as a one-time fee associated with the closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer and Initiation Fees"). Advance assessments due at closing for a period of time after closing, shall not be Transfer and Initiation Fees and are to be paid by Buyer. Move-in fees, including fees and security deposits to reserve an elevator, shall not be a Transfer and Initiation Fee and are to be paid by Buyer.

IV. Fees to be Paid to the Association.

A. TRANSFER AND INITIATION FEES. [Select all which apply. The sections not checked shall not be a part of this Agreement.]

Buyer will need to pay the following Transfer and Initiation Fees at Closing or as part of moving into the Association:

- Initiation Fee \$ 0
- Transfer Fee \$ 0;
- New Account Fee \$ 0;
- Fee to Transfer Common Area Keys, Gate Openers, Fobs, Etc. \$ N/A;
- Other Fee (Excluding Closing Letter Paid by Seller) _____ \$ _____; and
- Other Fee (Excluding Closing Letter Paid by Seller) _____ \$ _____.

B. ANNUAL ASSOCIATION ASSESSMENTS.

- 1. Mandatory Membership Association:** Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently _____ and is paid in _____ installments.
- 2. Voluntary Membership Association:** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be _____ and paid in _____ installments.
- 3. Master Association:** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be _____ and shall be paid in _____ installments.

C. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES. The following services and amenities are paid for by the Association from the annual assessment: [Select all which apply. The sections not checked shall not be a part of this Agreement.]

- | <u>Utilities for Property</u> | <u>Services</u> | <u>Amenities</u> | <u>Other</u> |
|-----------------------------------|---|---|---|
| <input type="checkbox"/> Gas | <input type="checkbox"/> Concierge | <input type="checkbox"/> Pool | <input type="checkbox"/> Cable |
| <input type="checkbox"/> Water | <input type="checkbox"/> Gate Attendant | <input type="checkbox"/> Tennis | <input type="checkbox"/> Pest Control |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Trash Pickup | <input type="checkbox"/> Golf | <input type="checkbox"/> Termite Control |
| <input type="checkbox"/> Heating | <input checked="" type="checkbox"/> Road Maintenance | <input type="checkbox"/> Clubhouse | <input type="checkbox"/> Fire Insurance on Property |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Maintenance of Property | <input type="checkbox"/> Playground | <input checked="" type="checkbox"/> Common Area Insurance |
| | <input type="checkbox"/> Grounds | <input type="checkbox"/> Exercise Facility | |
| | <input type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Equestrian Facility | |
| | <input checked="" type="checkbox"/> Common Area Maintenance | <input checked="" type="checkbox"/> Marina/Boat Storage | |

D. SPECIAL ASSESSMENTS. [Select all which apply. The sections not checked shall not be a part of this Agreement.]

To the best of Seller's knowledge there is OR is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is [Select all which apply. The sections not checked shall not be a part of this Agreement]:

- already passed by the Association in the estimated amount of \$ _____;
- already passed by the Master Association in the estimated amount of \$ _____;
- under consideration by the Association in the estimated amount of \$ 100.00 per lot _____; or
- under consideration by the Master Association in the estimated amount of \$ _____.

V. Seller Warranty. Seller warrants that Seller has accurately and fully disclosed all Transfer and Initiation Fees to Buyer. If any of the Transfer and Initiation Fees set forth above are either not disclosed or increased from what is initially disclosed to Buyer above, then all such increases or undisclosed Transfer and Initiation Fees shall be paid by Seller.

VI. Litigation/Violations. There is or is not any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved.

If there is threatened or existing litigation, please summarize the same below:

Seller has or has not received any notice from the Association(s) referenced herein that Seller is in violation of any rule, regulation or covenant of the Association. If Seller has received such a notice of violation, summarize the same below and the steps Seller has taken to cure the violation.

VII. Consent of Buyer to Reveal Information to Association. Buyer hereby authorizes Closing Attorney to reveal to the Association from whom the Closing Attorney is seeking a Closing Letter the Buyer's name and any contact information the Closing Attorney has on the Buyer such as telephone numbers, e-mail addresses, etc. The Closing Attorney may rely on this authorization.

Buyer's Initials: _____

Seller's Initials: MSK

Lake Place Home Owners Association Regular Meeting

October 27th, 2018

Our meeting was called to order by President, Richard Davis. Officers Present: V. President Mike Noel, Secretary Kevin Brockschmitt and Treasurer Becky Brockschmitt.

A. Road Discussion:

This meeting was attended by the most in several years. There was peaked interest of voting on a special assessment and discussion of wanting Franklin County to maintain our community roads. Proxy votes were mailed out and returned either by mail or returned in person at the meeting as to in favor or not in favor of imposing a special assessment of \$2200 per lot to repair the roads to meet Franklin County guidelines. Only 8 YES votes were received which was not enough of the required 2/3 community votes to pass.

B. Treasurer and Budget Report read by Treasurer, Becky Brockschmitt:

Balance as of October 26, 2018 \$23,864.07
Becky shared the Potential Budget 2018 that a possible yearly surplus to be expected was \$3237.38.

C. New Business:

Richard shared that 3 property liens have been filed for delinquent yearly dues.

Richard mentioned that there is the need to consider increasing the yearly dues and wants everyone to think about it. Richard suggested an increase of \$100 across the board, making the \$200 for homes \$300 and the \$150 for lots \$250. After the vote was received declining the special assessment, Murphy suggested that a 100% increase be considered, making the \$200 for homes to be \$400 and the \$150 for lots to be \$300. More discussion about this will be at the April, 2019 meeting.

In the future, consideration maybe needed to form a road committee. No discussion on this as this meeting.

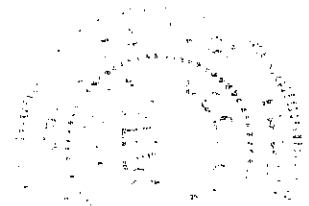
Discussion was to make the annual donation to Gumlog Fire Department was agreed to by all and to send them \$500, the same amount as has been donated in past years.

Discussion for Christmas was to do Ferst Readers, same as last year. The cost to provide a book a month to a child in Franklin County is \$36 per year. The mailing address for the project is:
Ferst Readers of Franklin County, P O Box 834, Lavonia, Georgia, 30553.

Our next meeting will be at the home of Mike Noel, Saturday, April 27th, 2019, 544 Lake Place Drive.

2009 JUN -9 AM 8:40

Exhibit A



Return Recorded Document to:
McClure, Ramsay, Dickerson & Escoe, LLP
400 Falls Road
Toccoa, Georgia 30577

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF STEPHENS

File #: 28412

This Indenture made this 23rd day of July, 2007 between **NORTHSTAR DEVELOPMENT, INC.**, as party or parties of the first part, hereinunder called Grantors, and **MARILYN GRANTHAM**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of Ten Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that tract or parcel of land, situate, lying and being in the 213th District, G.M., Franklin County, Georgia, being shown and delineated as lots in **LAKE PLACE SUBDIVISION**, and being **LOTS 11 and 12, BLOCK B**, and having such areas, courses, directions, dimensions, distances, metes, shapes and bounds a shown by plat made by James M. Paul, Engineering & Surveying, recorded in Plat Book 16, Page 10, records of Franklin County, Georgia, to which reference is made and the description and record thereof is incorporated herein as a part of this description by referenced thereto.

Being the same property as that conveyed by Warranty Deed from Northeast Georgia Bank to Northstar Development, Inc., dated May 16, 1997, recorded in Deed Book 327, Page 14, Franklin County records.

The property conveyed herein is subject to the Declaration of Covenants, Conditions and Restrictions for Lake Place, recorded in Deed Book 256, Pages 665-717, records of Franklin County, Georgia and to all Easements of record and to all Governmental Regulations.

THIS CONVEYANCE includes and is made subject to all zoning ordinances, easements, rights of ways and restrictions of record affecting said bargained premises.

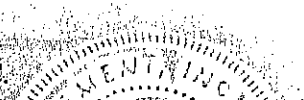
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantors 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, Grantors have hereunto set Grantors' hands and seals this day and year first above written.

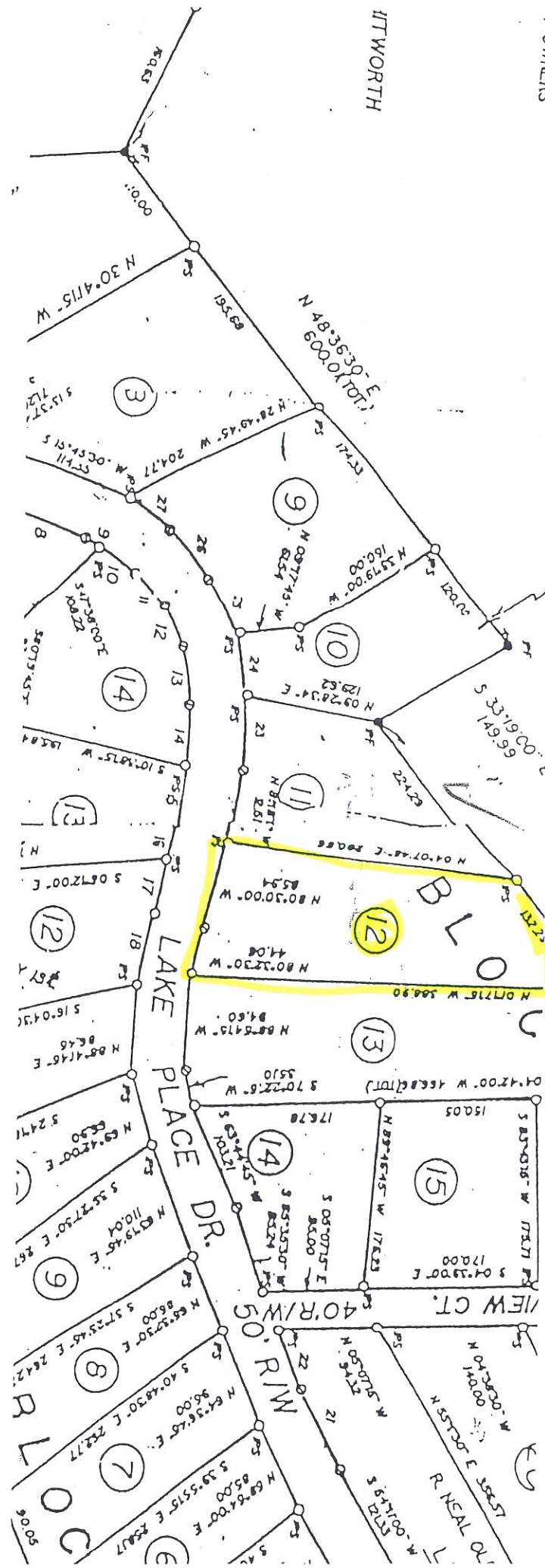
Signed, sealed and delivered

NORTHSTAR DEVELOPMENT, INC.



Y OWNERS

IT WORTH



Handwritten notes and scribbles on the right side of the map, including a large arrow pointing to Lot 12 labeled 'SITE'.