



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 \_\_\_\_\_ for the Property (known as or located at: 574 Lake Place Dr. 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>1998</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.		✓

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.

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:**

*Storage Building Added*

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>21</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(c) Is any portion of the heating and cooling system in need of repair or replacement?		✓
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(e) Are any fireplaces decorative only or in need of repair?		✓
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓

**EXPLANATION:**

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input 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?		
(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>unknown</i>	
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		✓

**EXPLANATION:**

7. ROOFS, GUTTERS, and DOWNSPOUTS:		YES	NO
(a)	Approximate age of roof on main dwelling: <u>New 5/2019</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:**

*Storm / High Wind Damage approximately 5 years ago.*

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? _____ What is the cost? \$ _____		
	If yes, company name/contact: _____		
	Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
	Expiration Date _____ Renewal Date _____		
(c)	Is there a cost to 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>1</u>		1

EXPLANATION:  
*Storm/High Wind Damage To Shingles & Deck*

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

EXPLANATION:  
*New Door From Great Room To Deck  
 May 2019*

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?		✓

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.

**ADDITIONAL EXPLANATIONS** (If needed):

**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**

- ADT @ 39.99
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

*Irrigation System Needs a Bolt*

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

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

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

\_\_\_\_\_  
**1 Buyer's Signature**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Buyer's Signature**

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

\_\_\_\_\_  
Date

Additional Signature Page (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

*Marilyn S. Grantham*  
\_\_\_\_\_  
**1 Seller's Signature**

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

*4/17/19*  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

Additional Signature Page (F267) is attached.



LEAD-BASED PAINT EXHIBIT " \_\_\_\_\_ "



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: 524 Lake Place Dr., 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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller's or Landlord's possession and notify the Buyer or Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's/Landlord's Disclosure. MJB

Initials of Seller / Landlord

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

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

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

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

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

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

3. Buyer's/Tenant's Acknowledgment.

Initials of Buyer / Tenant

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

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

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

Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

4. Broker's Acknowledgment. SAW

Initials of Broker or Licensee of Broker

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

5. Certification of Accuracy.

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

1 Buyer/Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Marilyn S. Brantman 4/17/19  
1 Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

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

2 Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional Signature Page (F267/F931) is attached.

Additional Signature Page (F267/F931) is attached.  
Sherry Wheeler April 17, 19  
Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

Selling/Leasing 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.

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.





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: 524 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: 706-356-0963
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.

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.

**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: MS \_\_\_\_\_

## Lake Place Home Owners Association Regular Meeting

October 27<sup>th</sup>, 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 27<sup>th</sup>, 2019, 544 Lake Place Drive.

11/10/2019

Deed Doc: ESTD  
Recorded 11/04/2009 11:04AM  
Georgia Transfer Tax Paid : \$0.00  
MELISSA B. COLBROOK  
Clerk Superior Court, FRANKLIN County, Ga.  
BK 00992 Pg 0167-0168

2009 NOV -4 AM 11:04

After Recording Return To  
McClure, Ramsey, Dickerson & Eason, LLP  
P.O. Drawer 1408  
Toccoa, GA 38577

DBED OF ASSENT

STATE OF GEORGIA  
COUNTY OF STEPHENS

THIS INDENTURE, made this 22nd day of October, 2009, by and between MARLYN SEGRAVES GRANTHAM, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF OLIVER FRANKLIN GRANTHAM, DECEASED, Party of the First Part, and MARLYN SEGRAVES GRANTHAM, Party of the Second Part.

WITNESSETH:

WHEREAS, OLIVER FRANKLIN GRANTHAM, a resident of Franklin County, Georgia, died on the 24<sup>th</sup> day of April, 2009, leaving a Will which has been probated in solemn form in the Probate Court of Franklin County, Georgia; and

WHEREAS, the property hereinafter described constitutes the property of OLIVER FRANKLIN GRANTHAM, deceased, and

WHEREAS, the Party of the First Part has found and determined as Personal Representative that is it not necessary to administer the property herein described for payment of debts, taxes, or expenses of administration of the estate of OLIVER FRANKLIN GRANTHAM, deceased, and that it is the desire and purpose of said Personal Representative by this instrument to assent to the vesting of the title to the property hereinafter described in and to the Party of the Second Part.

NOW THEREFORE, in consideration of the premises as aforesaid, the Party of the First Part, in her representative capacity as aforesaid, does grant, bargain and convey to the Party of the Second Part, her heirs and assigns, all of the following described property in fee simple:

All that tract or parcel of land together with any improvements thereon lying and being in the 213<sup>th</sup> District, G.M., Franklin County, Georgia, being shown and designated as LOT 3, BLOCK A, LAKE PLACE, and having such areas, courses, directions, dimensions, distances, metes, shapes and bounds as shown by plat made by James M. Paul, Surveyor, dated May 8, 1987 and recorded in Plat Book 16, at Page 10, records of Franklin County, Georgia, to which reference is made and the description and record thereof incorporated herein as a part of this description by reference thereto.

Being the same tract of land conveyed in Warranty Deed dated March 12, 1988 from Lake Investment Corp. to N. Terry Massey and Deborah P. Massey recorded in Deed Book 261, Page 171 records of Franklin County, Georgia.

This conveyance is made subject to all zoning ordinances, easements, rights of way, any restrictions of record affecting said described property and governmental regulations. See Restrictions for Lake Place, recorded in Deed Book 256, Pages 665-717, records of Franklin County, Georgia.

Grantee herein agrees to pay to Lake Place Property Owners Association, Inc. the annual maintenance and upkeep fee, in such amount, and at such time that is established by the Association, which shall be used by the Association for such purposes of improvement, maintenance and beautification, as it, in its sole discretion, shall deem fitting and proper.

In the event Grantee herein shall sell the property herein conveyed; Grantee agrees to first require any new purchaser to agree with said Association, its Successor or Assigns, in writing, and upon a form prescribed by said Association, to pay annually the same maintenance and upkeep fee being charged to and paid by other property owners in Lake Place.

000168

ALSO: All that tract or parcel of land lying and being in the 213<sup>rd</sup> District, G.M., Franklin County, Georgia, and being designated as LOT FOUR (4), BLOCK A, LAKE PLACE, according to a plat of survey by James M. Paul, Engineering & Surveying, dated May 8, 1987, which plat, recorded in Plat Book 16, Page 10, Public Records of Franklin County, Georgia, is by this reference incorporated herein as a part hereof.

Said property is conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Lake Place as recorded in Deed Book 256, Pages 665-717, Public Records of Franklin County, Georgia.

Grantee herein agrees to pay to Lake Place Property Owners Association, Inc. the annual maintenance and upkeep fee, in such amount, and at such time that is established by the Association, which shall be used by the Association for such purposes of improvement, maintenance and beautification, as it, in its sole discretion, shall deem fitting and proper.

In the event Grantee herein shall sell the property herein conveyed; Grantee agrees to first require any new purchaser to agree with said Association, its Successor or Assigns, in writing, and upon a form prescribed by said Association, to pay annually the same maintenance and upkeep fee being charged to and paid by other property owners in Lake Place.

This property is also conveyed subject to the provisions found in Special Stipulation No. 8 contained in the Sale Contract dated September 3, 1987 by and between Lake Investment Corporation and John D. Egerton, Jr. and Rose Marie Egerton. Said Special Stipulation No. 8 states as follows: Acknowledging the fact that the availability of a boat dock permit enhance the value of any property, and that an adverse location of a boat dock permit on one property may reduce the value of adjacent property of Seller, the Purchaser hereby agrees to, and accepts, the boat dock location that has been selected by Seller on the above described property, identified on the property itself and specifically shown and described to Purchaser. Should Purchaser, either acting alone, or in conjunction with the Corps of Engineers, attempt to obtain a boat dock permit for a location other than the one acceptable to Seller, this Contract shall become Null and Void at the option of Seller. THIS SPECIAL STIPULATION SHALL SURVIVE THE CLOSING OF THIS SALE/PURCHASE AND SHOULD PURCHASER VIOLATE THIS STIPULATION BY OBTAINING A BOAT DOCK PERMIT ON A LOCATION, OTHER THAN THAT ACCEPTABLE TO SELLER, PURCHASER SHALL BE LIABLE FOR COMPENSATORY DAMAGES TO SELLER FOR THE REDUCTION IN VALUE OF ANY ADJACENT PROPERTY OF SELLER.

This is the same property as conveyed by Warranty Deed with Remainder to Survivor, dated September 30, 1987 from Lake Investment Corporation to John D. Egerton, Jr. and Rose Marie Egerton, recorded in the Franklin County Deed Records and further conveyed from John D. Egerton, Jr. and Rose Marie Egerton to Oliver Grantham and Marilyn Grantham by Warranty Deed dated September 9, 1994, recorded in Deed Book 305, Page 881, aforesaid records.

TO HAVE AND TO HOLD the above described property unto the Party of the Second Part, her heirs and assigns, in as full and as ample manner as the same was held and possessed by the said OLIVER FRANKLIN GRANTHAM, deceased, during his lifetime.

IN WITNESS WHEREOF, the said Party of the First Part, in her representative capacity as aforesaid, has hereunto executed and delivered these presents the day and year first above written.

*Marilyn Seagraves Grantham* (SEAL)  
MARILYN SEGRAVES GRANTHAM AS  
PERSONAL REPRESENTATIVE OF THE ESTATE  
OF OLIVER FRANKLIN GRANTHAM, DECEASED

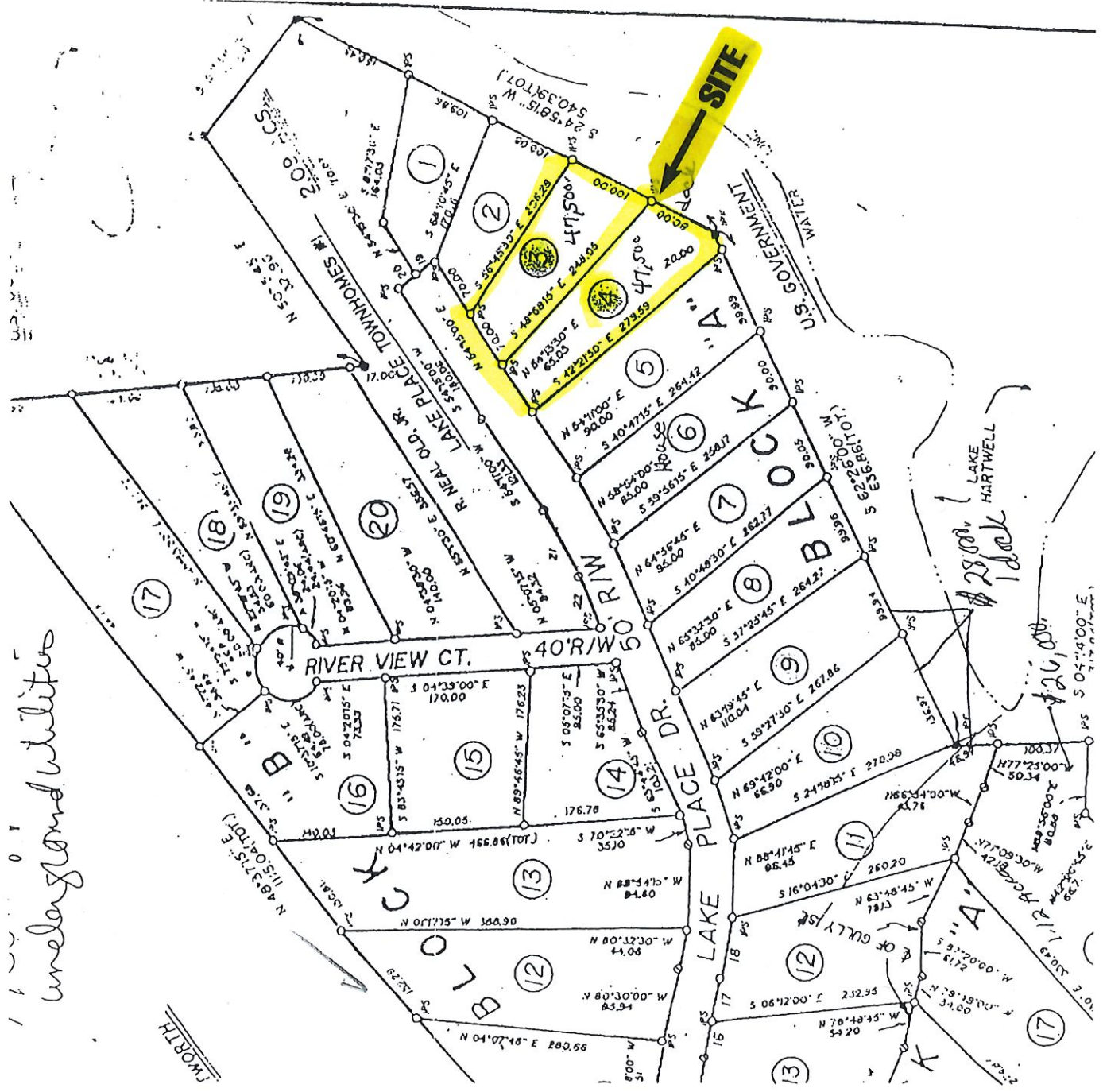
Signed, sealed and delivered  
in the presence of

*Eric Sanders*  
Witness

*Deborah A. Buford*  
Notary Public  
My Commission Expires: 6-9-2012  
(Seal Affixed)



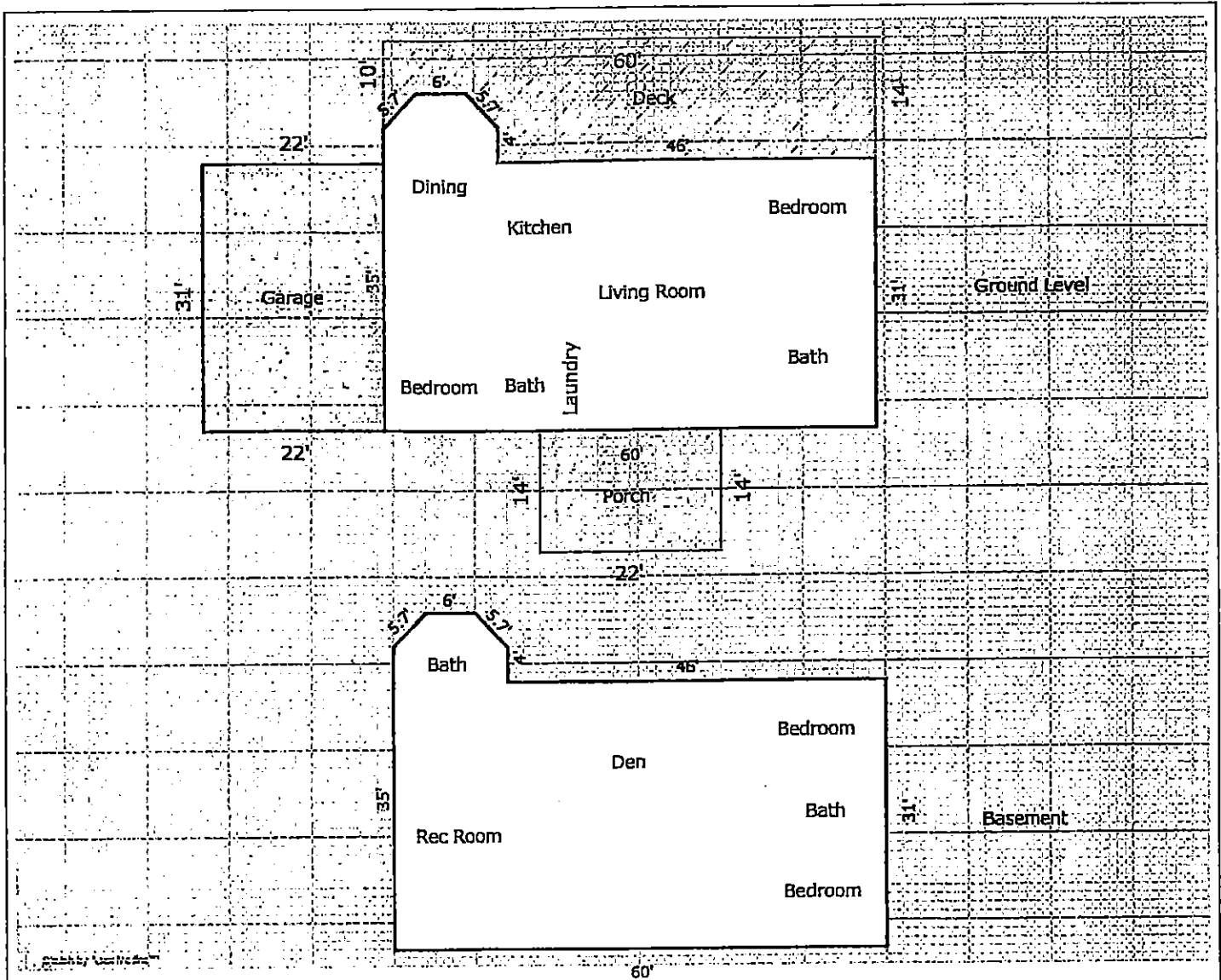
11 0 1  
unelag and white



2800  
1 back  
LAKE HARTWELL

120,000  
177°25'00\"/>

11 0 1



Comments:

**AREA CALCULATIONS SUMMARY**

Code	Description	Net Size	Net Totals
GLA1	First Floor	1956.0	1956.0
BSMT	Basement	1956.0	1956.0
GAR	Garage	682.0	682.0
P/P	Porch	744.0	
	Porch	308.0	1052.0

**LIVING AREA BREAKDOWN**

Breakdown			Subtotals
<b>First Floor</b>			
60.0	x	31.0	1860.0
4.0	x	14.0	56.0
0.5	x	4.0	8.0
6.0	x	4.0	24.0
0.5	x	4.0	8.0