



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: 444 Highland Ridge Dr Hartwell, Georgia, 30643). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the Improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>2006</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 Jeanna Foley IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		✓
(b) Have any structural reinforcements or supports been added?		✓
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?	✓	
(d) Has any work been done where a required building permit was not obtained?		✓
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f) Have any notices alleging such violations been received?		✓
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓

EXPLANATION:

Built storage building

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>13</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 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? <u>4</u>		
(e) Is the main dwelling served by a sewage pump?		✓
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____		✓
(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: <u>13</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:			

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? \$ <u>296</u>		
	If yes, company name/contact: <u>Arrow</u>		
	Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input checked="" type="checkbox"/> periodic inspections only		
	Expiration Date <u>May 2020</u> Renewal Date <u>5-1-2020</u>		
(c)	Is there a cost to maintain the bond, warranty or service contract?	✓	
	If yes, what is the annual cost? \$ <u>296</u>		
EXPLANATION:			

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		✓
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		✓
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		✓

EXPLANATION:

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		✓
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		✓
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		✓
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		✓
(e) Is the Property subject to a threatened or pending condemnation action?		✓
(f) How many insurance claims have been filed during Seller's ownership? <u>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?		

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

- _____
- _____
- _____
- _____
- _____

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

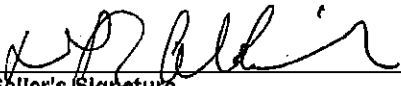
Print or Type Name

Date

Additional Signature Page (F267) is attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

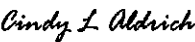
Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property



1 Seller's Signature

David L. Aldrich
Print or Type Name

Date

Authentisign


2 Seller's Signature

Cindy L. Aldrich
Print or Type Name

Date

Additional Signature Page (F267) is attached.



FORT REALTY

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: 444 Highland Ridge Dr, Hartwell, Georgia 30643

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. [Initials] 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):
- [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] 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] 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 _____
1 Seller/Landlord Signature [Signature] Date 5-9-19
David L Aldrich
2 Buyer/Tenant Signature _____ Date _____
2 Seller/Landlord Signature [Signature] Date _____
Cindy L Aldrich
[] Additional Signature Page (F267/F931) is attached.
[] Additional Signature Page (F267/F931) is attached.
Jeanna S Foley
Selling/Leasing Broker _____ Date _____
Listing Broker _____ Date _____
Coldwell Banker Fort Realty

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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RECORDED
574 125-727
12-20-2006

RECORDED
2006 DEC 20 4:11:01
[Signature]
DEPUTY CLERK

Hart County, Georgia
Real Estate Transfer Tax
Paid \$ 244.00
Date 12-20-2006
W.E. "Bill" HOLLAND, III, Clerk

AFTER RECORDING, PLEASE RETURN TO:

Robert F. Leverett, L.L.C.
25 South Thomas Street
P. O. Drawer 399
Elberton, GA 30635

GEORGIA)
)
) **WARRANTY DEED**
) **JOINT TENANCY WITH RIGHT OF SURVIVORSHIP**
ELBERT COUNTY)

THIS INDENTURE, made this 14th day of December, 2005, between **ROBERT G. HUGHES** and **DEBORAH A. HUGHES**, of Hart County, Georgia ("Grantor"); and **DAVID L. ALDRICH** and **CINDY L. ALDRICH**, of Hart County, Georgia ("Grantees").

WITNESSETH:

That Grantor, 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 of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, assign and convey unto Grantees, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land, with improvements thereon, lying and being in the 1117th G.M. District of Hart County, Georgia, containing 1.164 acres, more or less, and being more particularly described as Lot 14 of Phase II of Highland Ridge Subdivision in a plat of survey prepared by W. Slate Bauknight, Registered Land Surveyor, dated March 10, 2005, recorded in Plat Book 2-J, at Page 145 (Slide D-4), in the Office of the Clerk of the Superior Court of Hart County, Georgia, said plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the North by Lot #13 of Phase II of the Highland Ridge Subdivision; on the East by property of William G. Tanner; on the South by Lot #15 of said subdivision; and on the West by a 60-foot-wide right-of-way for Highland Ridge Drive.

721

This property is the same property described in a Warranty Deed from Slate Bauknight and R. J. Buchanan Properties, LLC to Robert G. Hughes and Deborah A. Hughes, dated January 20, 2006, recorded in Deed Book 544, at Page 575, in the Office of the Clerk of the Superior Court of Hart County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.

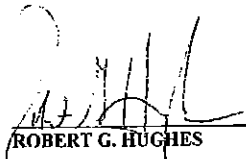
ALSO INCLUDED IN THIS CONVEYANCE is a non-exclusive perpetual right of way easement for ingress and egress between the above-described property and the cul-de-sac of Highland Ridge Drive, said cul-de-sac being shown in a plat of survey prepared by W. Slate Bauknight, Registered Land Surveyor, dated February 28, 2003, recorded in Plat Book 2-I, at Page 111 (Slide C-357), in the Office of the Clerk of the Superior Court of Hart County, Georgia, over and across the extension of Highland Ridge Drive, said extension being shown on the subdivision plat for Highland Ridge Subdivision, Phase II, prepared by W. Slate Bauknight, Registered Land Surveyor, dated March 10, 2005, recorded in Plat Book 2-J, at Page 145 (Slide D-4), in said Clerk's Office.

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 Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, it being the intention of this deed to create in Grantees herein a joint tenancy as at common law, with right of survivorship.

Grantor, for his heirs, executors, administrators and assigns, will warrant and forever defend the right and title to the above-described property, unto the Grantees, as hereinabove provided, against the claims of all persons whomsoever.

(This Space Intentionally Left Blank)

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.



ROBERT G. HUGHES (SEAL)

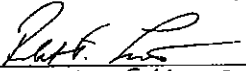


DEBORAH A. HUGHES (SEAL)

Signed, sealed and delivered in the presence of:



Witness

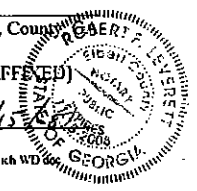


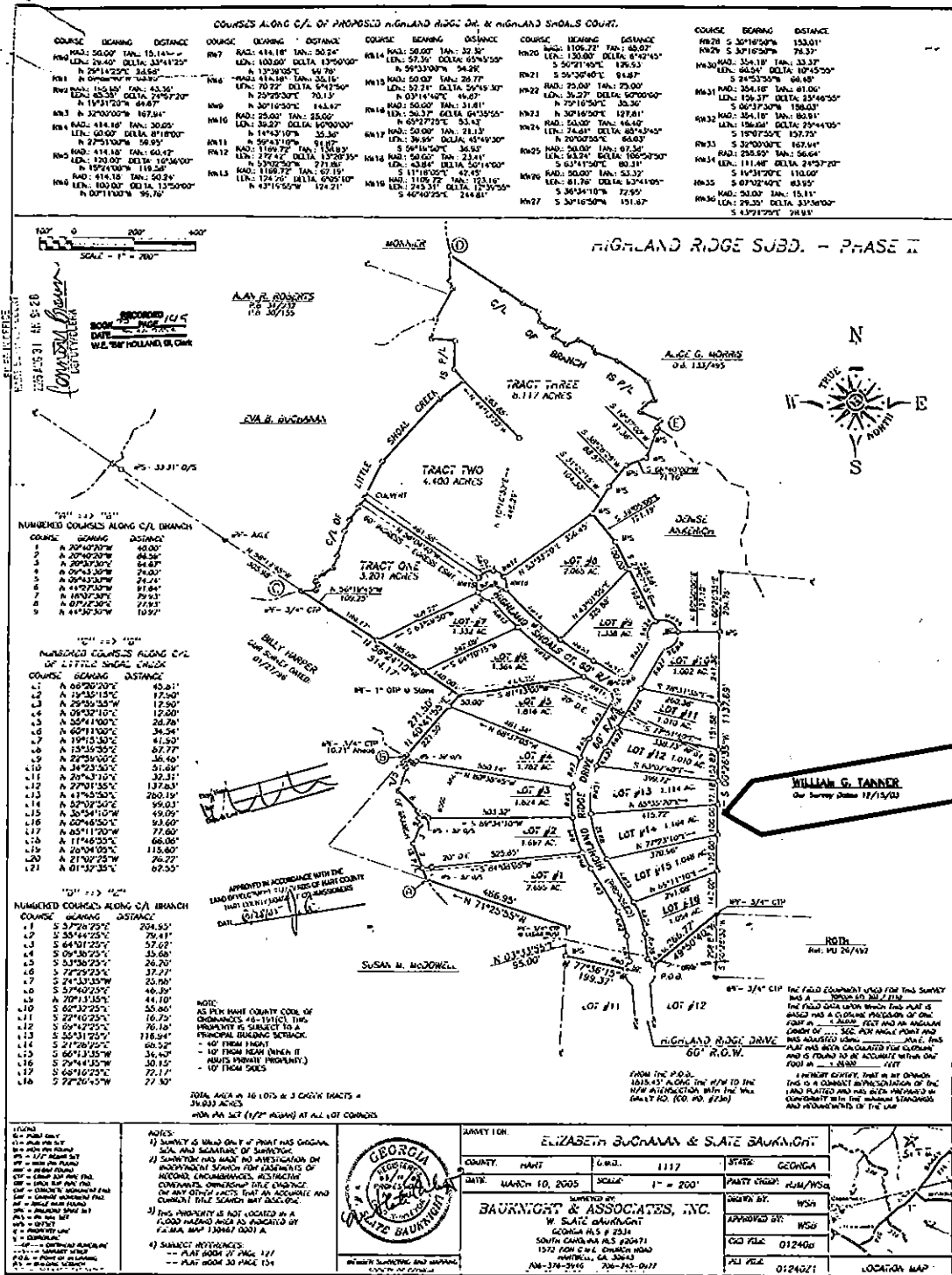
Notary Public, Elbert, County

[NOTARY SEAL AFFECTED]

My Commission Exp. 11/15/2018

RebeccaC:\Word Docs\Real Estate\A\Aldrich WD.doc





FILED IN OFFICE
HART SUPERIOR COURT
2005 FEB 25 AM 9:17

ANNEX 512 186
DATE 2-25-05
W.E. "DIP" [unclear]

Carol J. Sullivan
DEPUTY CLERK

(Court filing information above this line)
Prepared by Eugene W. Harper, Jr., P.C., Attorney at Law, P.O. Box 538, Hartwell, Georgia 30643
RETURN RECORDED DOCUMENT TO: Patricia Cantrell at above address

STATE OF GEORGIA,
COUNTY OF HART

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR
HIGHLAND RIDGE SUBDIVISION**

NOW COMES the undersigned, **Eva Elizabeth Buchanan and Slate Bauknight**, hereinafter called "Developer", and pursuant to Paragraph Seventeen (17) of that Declaration of Protective Covenants dated May 19, 2003, recorded in Deed Book 449, Pages 724-727, in the Office of the Clerk of the Superior Court of Hart County, Georgia, which is incorporated herein by reference thereto, does hereby amend, modify and change said Declaration of Protective Covenants as to that real estate known as Highland Ridge Subdivision situated in the 1117th Georgia Militia District of Hart County, Georgia, shown on a subdivision plat recorded in Plat Book 2-1, Pages 109-111, in the Office of the Clerk of the Superior Court of Hart County, Georgia, as follows:

1. By deleting the phrase "doing business as B & B Development Company" after the Developers' names of Eva Elizabeth Buchanan and Slate Bauknight, so that the said Eva Elizabeth Buchanan and Slate Bauknight shall be acting in their individual capacities.
2. By amending the last sentence of Paragraph 1 of said Declaration of Protective Covenants entitled 'Land Use and Building Type' to read: "No lot shall be subdivided or reconfigured, except by the undersigned Developers, who may reconfigure Lots Thirteen (13), Fourteen (14), and Fifteen (15), together with the setback lines for same, as well as any and all other such lots in the Subdivision which Developers may wish to subdivide or reconfigure."
3. By striking from that portion of Paragraph 4 of said Declaration of Protective Covenants entitled 'Building Location' the phrase "Twenty (20) feet", and in lieu thereof substituting "Ten (10) feet".

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24th day of February, 2005.

Signed, sealed and delivered in the presence of:

[Signature]
 Unofficial Witness
[Signature]
 Notary Public, Hart County,
 State of Georgia
 My Commission Expires: 7-24-05
 (NOTARY SEAL)

Eva Elizabeth Buchanan (SEAL)
 Eva Elizabeth Buchanan, Developer
Slate Bauknight (SEAL)
 Slate Bauknight, Developer

After recording, return to:
Ridgway & Ridgway, LLP
P.O. Box 710
Hartwell, GA 30643

FILED IN OFFICE
HART SUPERIOR COURT

2017 JUN 23 PM 4:10

Frankie H. Gray
FRANKIE H. GRAY, CLERK

RECORDED
Book 221 Page 529
Date 6-23-2017

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
HIGHLAND RIDGE SUBDIVISION**

NOW COMES the undersigned, Eva Elizabeth Buchanan and Slate Bauknight, hereinafter called "Developer," and pursuant to Paragraph Seventeen (17) of that Declaration of Protective Covenants dated May 19, 2003, recorded in Deed Book 449, Pages 724-727, and as amended by that Amendment To Declaration of Protective Covenants for Highland Ridge Subdivision dated February 24, 2005, recorded in Deed Book 512, Page 186, in the Office of the Clerk of the Superior Court of Hart County, Georgia, which are incorporated herein by reference, do hereby amend, modify and change said Declaration of Protective Covenants as to that real estate known as Highland Ridge Subdivision situated in the 1117th Georgia Militia District of Hart County, Georgia, shown on a subdivision plat recorded in Plat Book 2-1, Pages 109-111, in the Office of the Clerk of Superior Court of Hart County, Georgia as follows:

- 1. By striking from that portion of Paragraph 4 of said Declaration of Protective Covenants entitled *Building Location* the words "or fence."

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 22nd day of June, 2017.

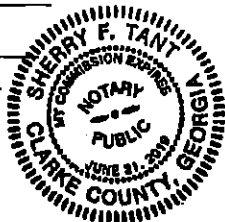
Eva Elizabeth Buchanan (Seal)
Eva Elizabeth Buchanan, Developer

Slate Bauknight (Seal)
Slate Bauknight, Developer

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

Sherry F. Tant
Notary Public
My Comm. Expires: 6/21/19



PLAT BOOK 2 PAGES 109-111
Jeanne S. Martin
Clerk of Superior Court

RECORDED
BOOK 447 PAGE 724-727
DATE 6-9-05
W.E. "BILL" HOLLAND, III, Clerk

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made as of the 19th day of May, 2003 by Eva Elizabeth Buchanan and Slate Bauknight, doing business as B & B Development Company (hereinafter referred to as "Developer"), for Highland Ridge Subdivision (hereinafter referred to as the "Subdivision") pursuant to Plat of said Subdivision recorded in Plat Book 2-1, Pages 109-111, in the office of the Clerk of Superior Court, Hart County, Georgia (hereinafter referred to as the "Plat").

WITNESSETH

WHEREAS, Developer is the owner of certain lots in said Subdivision, the Subdivision being a subdivision lying and being in the County of Hart, in the 1117th G.M.D., Georgia, and the Lots contained in said Subdivision being particularly described on said Plat; and

WHEREAS, it is to the interest, benefit and advantage of Developer and each and every person who shall hereafter purchase any lot in the Subdivision (hereafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer and each and every subsequent owner of any of the Lots, Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarants until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. *Land Use and Building Type.* No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit not to exceed two (2) stories in height. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Fifteen Hundred (1500) square feet for a one-story dwelling nor less than Twelve Hundred (1200) square feet for the main floor of a dwelling of more than one story.

All single-family dwelling units must contain a garage. No garage may have more than three (3) bays, without the approval of the Developer.

No driveways shall be permitted on a lot unless it is made of concrete or asphalt. Further, during the construction phase of any residence, any driveway must be graveled to prevent mud from entering the streets of the subdivision.

No lot shall be subdivided.

2. Architectural Control. No residence, fence, mailbox, pool house or storage building shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Developer, as to quality of workmanship and the type of all exterior building materials used for construction, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Approval shall be obtained from Developer.

3. Type of Homes. No modular, mobile, prefabricated, log or cabin homes shall be permitted on any Lot.

4. Building Location. No building or fence shall be located on any Lot nearer than Forty (40) feet to the front property line of the Lot, or nearer than Twenty (20) feet to any side property line.

5. Construction and Landscaping. No person shall occupy a residence until it is substantially completed according to the plans and specifications of the residence.

All landscaping plans shall be approved by the Developer. Landscaping shall be maintained and improved from time to time in a manner that will enhance the look of each lot and the subdivision as a whole.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat.

No other roads, streets, alleys or easements shall be permitted on any lot.

7. Nuisances. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.

No satellite dishes over 20 inches in diameter shall be permitted on any lot that is visible from any subdivision street.

No clothesline shall be permitted on any lot.

No vehicles which do not operate on a regular basis shall be permitted on any lot.

No recreational vehicles, trailers of any kind or boats may be parked on any lot for more than two consecutive weeks per year that are visible from any subdivision street.

No household garbage or building materials shall be burned on any lot.

8. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a

residence, either temporarily or permanently.

9. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except a sign used by the developer, builder or home owner to advertise the Lot for sale during the construction and sales period or to advertise an established model home without approval from the Developer.

10. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

11. *Livestock and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

12. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of view of the general public.

13. *Sewage Disposal.* No individual sewage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

14. *Term.* The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically extend for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record owners of the Subdivision.

15. *Enforcement.* Enforcement of the covenants contained in this instrument shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. *Severability.* Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions of this instrument which shall remain in full force and effect.

17. This Declaration of Protective Covenants can be amended, altered, modified, or changed by the declarants herein at any time by written modification filed for record in said Clerk's office.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed under seal, as of the day and year first above written.

Eva Elizabeth Buchanan
Eva Elizabeth Buchanan, Developer

Slate Bauknight
Slate Bauknight, Developer

Signed, sealed and Delivered
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

