

Special Features of Providence Pond 257 Roper Road, Lavonia, GA 30553

1. 30 acres, approximately half wooded and half pasture. Wooded areas are almost exclusively hardwoods.
2. 6000 feet of farm fencing completely encircles property and cross-fences it into different blocks. Fencing will contain livestock and most sized dogs.
3. Forest trails for walking or riding.
4. 2.5-acre pond that has been stocked with catfish, bass and brim. Prior to current owners, it was run as a recreational "pay by the pound" fishing lake in the 1990s.
5. Pond is surrounded by Oaks, Bald Cypress, Maples, River Birch and Yoshina Cherry trees.
6. Pond is in a natural bowl and spring fed. That gives it privacy and clear water sources free of silt, red clay stain, and most surface algae. Fluctuation of water level provides natural regeneration of food sources for fish and balanced eco-system.
7. City water to house and guest cottage. Well-water to garden, tractor barn and workshop. New well mount, tank and motor in 2018.
8. All underground utilities from Roper Road to structures on property.
9. High speed internet (50 Mbps) and telephone service from TruVista.
10. Cottage in woods with one bedroom/one bath, screened porch and sleeping loft for kids. Heat and AC.
11. 450 sq ft workshop with 115 sq ft screened and covered porch remodeled in 2016. Heat and AC plus wood burning stove.
12. 250 sq ft tractor barn with attached equipment shed.
13. Powered main gate with opening and closing coded keypad.
14. All firewood comes from property and is stored in a 3-cord covered wood shed hidden in woods near house.
15. Established raised garden and flower beds with compost from double barrel compost system.
16. Under 10 minutes to I85, under 15 minutes to Lavonia, under 20 minutes to Hartwell, and about 30 minutes to Anderson, SC or Commerce, GA Outlet Mall.
17. 10 minutes to Harbor Light marina and Lake Hartwell.
18. Major cities, with airports, on I85 both north and south less than 1.5 hours away.
19. Amtrak train service to and from Atlanta daily (Southern Crescent) from Toccoa, 30 minutes away.



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 257 Roper Road, Lavonia _____ Georgia, _____). 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? _____		XX
(c) Is the Property or any portion thereof leased?		XX
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		XX
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?		XX
(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.		XX
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.		XX

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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		XX
(b) Have any structural reinforcements or supports been added?		XX
(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?	XX	
(d) Has any work been done where a required building permit was not obtained?		XX
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		XX
(f) Have any notices alleging such violations been received?		XX
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?	XX	
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		XX

EXPLANATION:

ADDED TRACTOR BARN IN 2017, ADDED GUEST COTTAGE IN 2000, AND RENOVATED WORKSHOP IN 2018

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>2</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		XX
(c) Is any portion of the heating and cooling system in need of repair or replacement?		XX
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		XX
(e) Are any fireplaces decorative only or in need of repair?		XX
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		XX

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: XX public D private Dwell		
(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: D public D private XX 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>3</u>		
(e) Is the main dwelling served by a sewage pump?	XX	
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____	XX	
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		XX
(h) Is there presently any polybutylene plumbing, other than the primary service line?		XX
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		XX

EXPLANATION:

PROPERTY HAS HART COUNTY WATER SERVICE TO HOUSE AND GUEST COTTAGE. IT ALSO HAS A FUNCTIONING WELL WITH WATER TO WORKSHOP, TRACTOR BARN, AND GARDEN

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>2</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?		XX
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		XX
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?		XX
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		XX
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		XX
(d) Has there ever been any flooding?		XX
(e) Are there any streams that do not flow year round or underground springs?	XX	
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?	XX	
EXPLANATION: PROPERTY HAS A 2.5 ACRE SPRING FED POND		

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)?	XX	
(b) Is there now or has there ever been any visible soil settlement or movement?		XX
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		XX
(d) Do any of the improvements encroach onto a neighboring property?		XX
EXPLANATION: PROPERTY HAS A WELL THAT IS COVERED AND IN ACTIVE USE		

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?		XX
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		XX
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?		XX
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?		XX
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		XX
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		XX

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?		XX
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		XX
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		XX
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		XX
(e) Is the Property subject to a threatened or pending condemnation action?		XX
(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?		XX

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?	XX	

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 but shall remain liable for the cost of Buyer having to dispose of such items provided that Buyer disposes of them within 30 days after Closing. 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 Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, 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. This section entitled "Fixtures Checklist" shall survive Closing.

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

- Approx 6000 ft of
fencing
- _____
- _____
- _____

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

Diane T. Williams
1 Seller's Signature

Diane T Williams
Print or Type Name

Diane T. Williams
Date

7/5/19
2 Seller's Signature

Robert L Williams
Print or Type Name

Robert L. Williams
Date

Additional Signature Page (F267) is attached.

RECORDED

Book 846 Page 244, 245

Date 6-25-2018
Frankie Gray, Clerk

FILED IN OFFICE
HART SUPERIOR COURT
2018 JUN 25 AM 10:50
Frankie Gray
FRANKIE H. GRAY, CLERK

Hart County, Georgia
Frankie Gray, Clerk

Page: - 0 -
Date: 6-25-2018
Frankie Gray, Clerk

Return to: Daniel Haygood, P.O. Box 207, Watkinsville, GA 30677

WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

Georgia, Oconee County.

THIS INDENTURE made this 22nd day of June in the year of our Lord Two Thousand Eighteen between: **Diane T. Williams**, of Athens-Clarke County, Georgia, as Party of the First Part, and **Robert L. Williams and Diane T. Williams**, of Athens-Clarke County, Georgia, as Parties of the Second Part,

WITNESSETH, that the Party of the First Part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration 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 Parties of the Second Part, 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 lot or parcel of land lying and being in the 1117th District, G.M., Hart County, Georgia, containing 30.38 acres, more or less, and bounded on the Northeast by lands of Griffin; on the East by centerline of branch, with Craft on the other side of the branch; Southeast by lands of Grambrell; on the Southwest by centerline of County Road, property of Johnson and lands of Carter; on the Northwest by other property, fully described as to metes and bounds on plat of survey recorded in Plat Book 2-C, at Page 116, records of Hart County, Georgia, to which reference is made and the description and record thereof incorporated herein as part of this description by reference thereto.

This being the same property conveyed to Diane T. Williams by Warranty Deed from Elizabeth Anthony dated June 15, 1998, recorded in Deed Book 315, page 60, 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 said parties of the second part, as tenants in common, for and

[Handwritten initials]

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 described property, together with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the Parties of the Second Part, their heirs, executors, administrators and assigns, in Fee Simple,

And the Party of the First Part warrants and will forever defend the right and title to the above described property unto the Parties of the Second Part, their heirs, executors, administrators and assigns, against the lawful claims of all persons whomsoever.

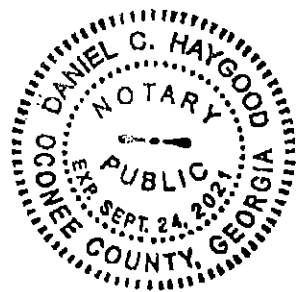
IN WITNESS WHEREOF, the Party of the First Part has hereunto set her hand, affixed her seal, and delivered these presents the day and year above written.

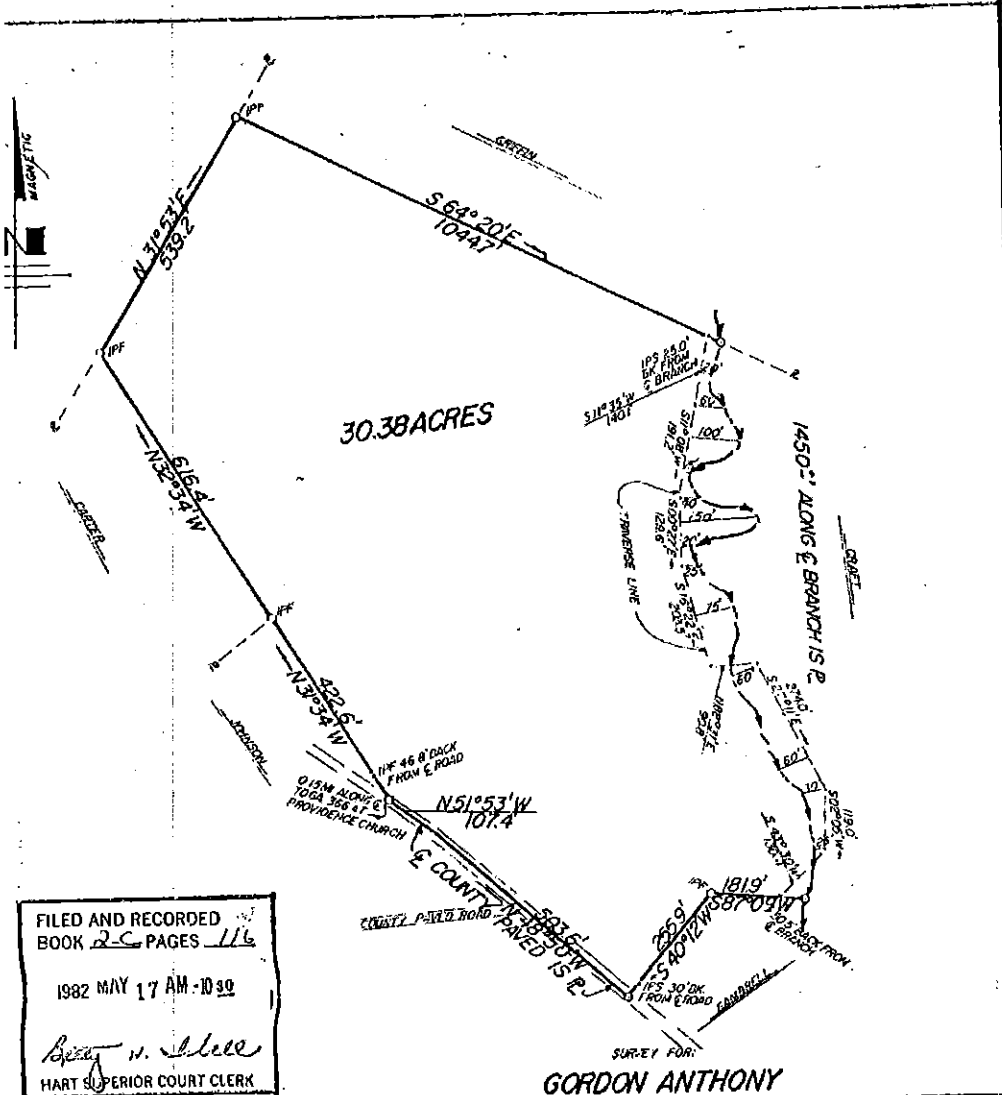
Signed, sealed and delivered
in the presence of:

Cynthia Dwyer
Unofficial Witness

[Signature]
Notary public

Diane T. Williams
Diane T. Williams





FILED AND RECORDED
 BOOK 2C PAGES 116
 1982 MAY 17 AM - 10 30
Brian W. Miller
 HART SUPERIOR COURT CLERK

SURVEY FOR:
GORDON ANTHONY

	30.38 ACRES IN SHOAL CREEK 111716MD	REVISIONS _____ _____ _____	
	LAND USE:	SE DE	
	DISTRICT:	SURF PA	
	COUNTY: HART, GA.	SURD. GT	
	SURVEYED: 10 MAY 1982	JOB NO: 2114	
SCALE: 1" = 200'	FILE NO:	<i>Clelland A. Tyson</i> SURVEYOR	
<small>IN MY OPINION THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLotted AND HAS BEEN PREPARED IN CONFORMITY WITH THE STATUTES AND REQUIREMENTS OF LAW.</small>			

NOTE:
 I.P.S. = Iron Pin Set
 I.P.F. = Iron Pin Found
 C.M.F. = Concrete Marker Found
 C.M.S. = Concrete Marker Set
 PL = Property Line
 CL = Center Line
 T.L. = Traverse Line