



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



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at:

Chandler Place, Hartwell Georgia GA

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. OCCUPANCY:			
(a) Is the Property vacant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, how long has it been since Seller occupied the Property? <u>vacant land</u>			
(b) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES EXHIBIT, GAR F322].			
3. THE PROPERTY:			
(a) How many acres are in Property? <u>2.66</u>			
(b) What is the current zoning of Property? <u>Commercial</u>			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any governmental allotments committed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there any drainage or flooding problems on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there any diseased or dead trees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Fort Ogleby 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) 461-1831.

Yes	No	Don't Know
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5. TOXIC SUBSTANCES:

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

_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____

6. OTHER MATTERS:

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

_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
h/a	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____
_____	<input checked="" type="checkbox"/>	_____

7. AGRICULTURAL DISCLOSURE:

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

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

8. UTILITIES:

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

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

9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]

1. (a) Property vacant and, to owner's knowledge, has never had any improvements.
2. (a) Covenants attached.

Additional pages are attached.

SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: F. M. Glas, Manager

Date: 10-2-19

Seller: _____

Date: _____

Additional Signature Page (F267) is attached.

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Additional Signature Page (F267) is attached.

Grantor and Grantee to include their respective heirs, executors, administrators, successors and assigns, in the context requires or permits.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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 and conveyed, and by these presents does grant, bargain, sell, alien, confirm and convey unto the said Grantee, the following described property, to-wit:

A one-third (1/3) undivided interest in and to the following described property:

All that tract or parcel of land lying and being in the 1112th Georgia Militia District of Hart County, Georgia, within the corporate limits of the City of Hartwell, containing 2.664 acres, more or less, and being bounded, now or formerly, substantially as follows: on the Northwest by the right of way of Bartlett Street; on the Northeast by the right of way of Vickery Street; on the Southeast by property of Robert E. Ridgway, Jr.; and on the Southwest by the right of way of Chandler Street (Georgia State Highway No. 51).

Said property is more particularly shown and delineated on a plat of survey dated April 26, 1989, revised June 19, 1989, prepared by Dean H. Teasley, Registered Land Surveyor, of record in Deed Book 2-D, at Page 145, in the Office of the Clerk of the Superior Court of Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein to aid in this description.

Said property is conveyed subject to those restrictive covenants contained in the Declaration of Protective Covenants for Chandler Center, an Office Park and Business Community dated June 21, 1989, of record in Deed Book 210, at Pages 325-326, in the Office of the Clerk of the Superior Court of Hart County, Georgia.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, in fee simple. And the said Grantor shall and will warrant and forever defend by virtue of these presents, the right and title to the above described property unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, the day and year first herein written.

SKELTON-MORRIS ASSOCIATES, a Georgia Partnership

RECORDED
BOOK 281 PAGE 369
DATE 4-3-96
W.E. "Bill" K. III, CLERK

By: C. William Kidd (SEAL)
C. William Kidd

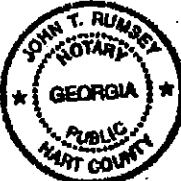
By: E. Allen Jackson (SEAL)
E. Allen Jackson

By: Fort M. Oglesby (SEAL)
Fort M. Oglesby

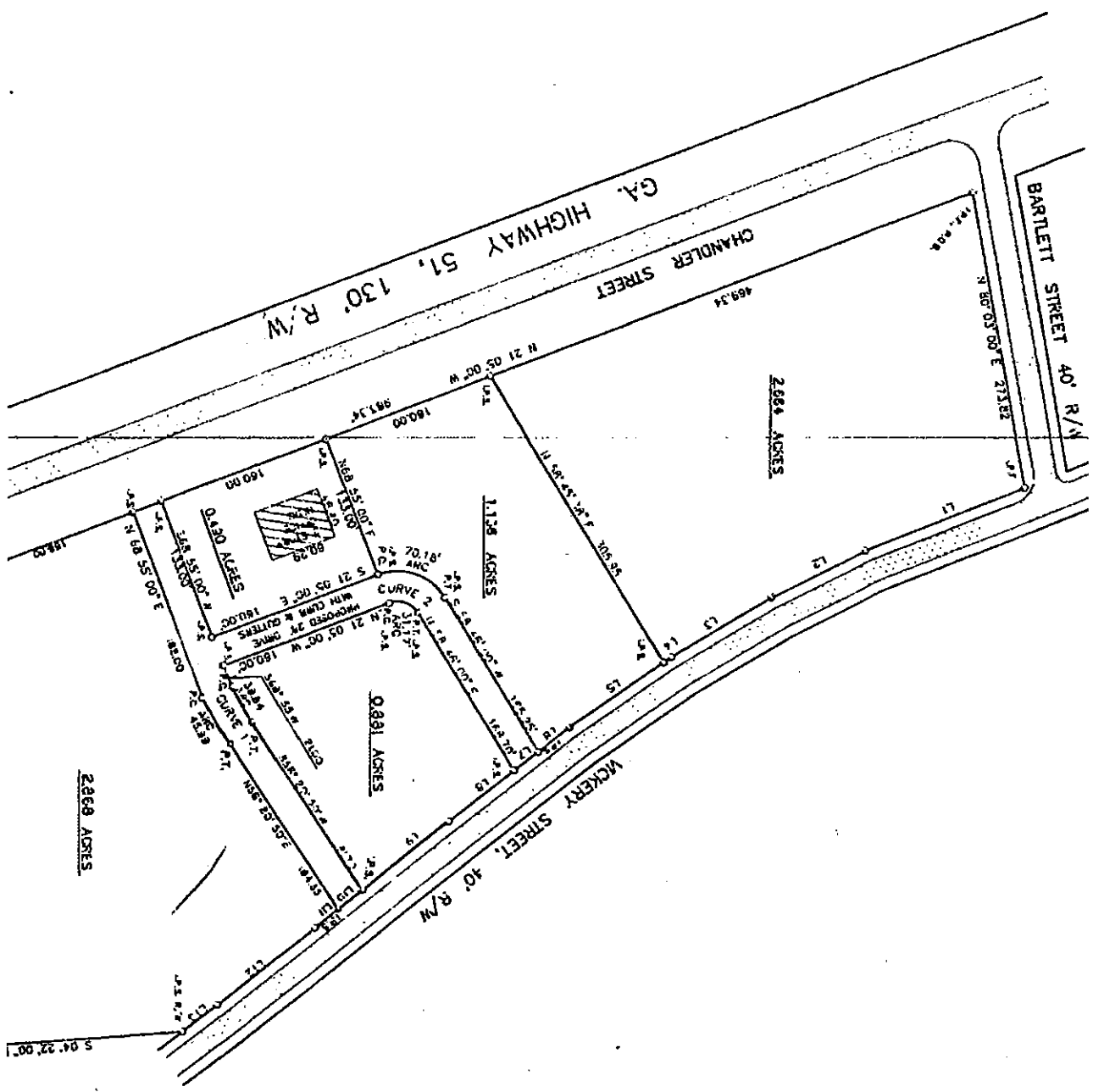
HART County, Georgia
Real Estate Transfer Tax
Paid \$ -0-
Date 4-2-96
Bette Ann Oglesby
Clerk of Superior Court

Signed, sealed and delivered
in the presence of:

John T. Runsey
Unofficial Witness
John T. Runsey
Notary Public
My Commission Expires: 12/5/98



FILED IN OFFICE
CLERK OF SUPERIOR COURT
SS REC'D 2 APR 12 1996
DEPUTY / CLERK
B. Jones



LINE	BEARING	DISTANCE
L1	S72 08' 00" E	154.70
L2	S26 43' 00" E	35.30
L3	S30 57' 00" E	106.29
L4	S35 13' 00" E	8.56
L5	S35 13' 00" E	104.14
L6	S38 15' 00" E	38.86
L7	S38 15' 00" E	28.21
L8	S38 15' 00" E	74.58
L9	S39 04' 00" E	101.20
L10	S39 04' 00" E	281.3
L11	S39 04' 00" E	27.23
L12	S38 55' 00" E	112.35
L13	S37 59' 00" E	40.22

CURVE NO. 1
 DELTA = 127 34 37
 TAN = 21.6
 LENGTH = 42.31
 RADIUS = 135.53

CURVE NO. 2
 DELTA = 79 50 11
 TAN = 30.43
 LENGTH = 50.67
 RADIUS = 36.37

GEORGIA, HART COUNTY
 CLERK'S OFFICE SUPERIOR COURT
 FILED FOR RECORD
 June 21
 89 AM 1:15 O'DOONAN

Declaration of Protective Covenants For Chandler Center,
an Office Park and Business Community

The Owners of the property described in Exhibit A hereof Robert E. Ridgway Jr., Joe M. Wittemore and Skelton-Morris Associates, do hereby declare the following Restrictive Covenants upon said property, same to run with the land and in favor of the Owners and their assigns for as long as any one of the respective owners owns an interest in a portion of this property purchased from the Skelton Estate, but not to exceed 20 years, which covenants may be amended or terminated only upon a unanimous vote, decision or conveyance by the said Owners or the remainder of them in title:

1. This property may not be used for the furnishing of commercial office space for any attorney at law other than Robert E. Ridgway, Jr., without his express written permission or by any Certified Public Accountant other than Joe M. Whittemore or his associates, without his express written permission, or by insurance agents or companies other than Skelton-Morris Associates or their designees without their express written permission;
2. All utilities furnishing service to the buildings and improvements upon the property shall be underground; all garbage containers shall be screened from view from public roads; all exterior signs shall be approved by the Architectural Committee set forth herein and shall be consistent in size, color, design, materials and structure with the signs currently being erected at other Chandler Center facilities.
3. The grantees herein, Robert E. Ridgway, Jr., Joe M. Wittemore and Skelton-Morris Associates, each having one vote on the committee, shall be exclusive members of an Architectural Committee which shall approve all plans of any improvements to be placed upon said property prior to construction. Construction, restoration, or replacement and any substantial addition or alteration of improvements on the property, shall not commence until and unless the Architectural Committee has finally and unqualifiedly approved any and all final plans and specifications. Final Plans as used herein shall mean detailed plans and specifications for all matters relating to (i) the location or expansion of any buildings proposed to be constructed; (ii) the exterior materials and appearance of any building (it being intended that insofar as is reasonable, there be consistency in brick, mortar, trim and roof colors in order to give a consistent appearance to the office park); (iii) site plan; (iv) complete parking layout and driveways; (v) exterior signage on any such buildings or on the premises; (vi) all exterior lighting; (vii) ingress and egress design; and (ix) storm drainage facilities. Approval or disapproval of plans or amendments thereto shall be made within 30 days of the date same are submitted to the Architectural Committee. Approval of plans shall in no way imply that the quality of the material or the manner which the material is assembled is safe or suitable or has particular value. No approval by the Architectural Committee shall be unreasonably withheld from any party. All decisions by the Architectural Committee shall be by majority vote.
4. The Owners herein shall have the complete, free and unfettered use in perpetuity in all streets constructed upon said 8.55 acre tract and shall be entitled to erect and maintain a sign suitable to all grantees at the entrance to said property from Georgia State Highway No. 51. Each additional entry onto any common sign at the entry way to the commercial office park development shall be charged a reasonable fee for construction and maintenance, subject to the approval of the Architectural Committee.
5. Each building constructed on said property shall have sufficient parking spaces for building space constructed so that no part of the subdivision streets must be used for parking.
6. The Owners and their heirs and assigns shall pay a reasonable monthly fee to be set from time to time by the Architectural Committee for the maintenance of all the common areas within said 8.55 acre tract.
7. All improvements to the property must be completed within one year of the date final approval of plans is received from the Architectural Committee!

for amendments see 12/1/51 2/27/55 2/20/57

8. All occupiers of land within the Office Park shall keep their properties well-maintained, reasonably free of litter and other trash, and the landscape and grass areas properly maintained. Dead or diseased shrubbery or trees will be promptly removed.

9. It is further stipulated that the building and parking facilities previously erected by Joe M. Wittemore is hereby approved by the Architectural Committee as meeting the conditions of these covenants.

Date: June 21, 1989

[Signature]
Robert E. Ridgway, Jr.

[Signature]
Joe M. Wittemore

Skelton-Morris Associates

By: Fat M. Ogle

By: [Signature]

By: [Signature]

Signed and sealed in the presence of:

[Signature]
Witness

[Signature]
Notary Public

GEORGIA, HART COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD June 21
19 89 AT 1:15 O'CLOCK P M.
RECORDED June 21 19 89
ON BOOK NO. 210 PAGE 325-326
W.S. Holland III
(DEPUTY) CLERK
By Margaret M. Shomaker

