



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: 3079 Utah Drive, Elberton, Georgia, 30635). 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>2009</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: <u>HOA fees are \$200.00 per year.</u>		
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 Reese Oglesby 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.

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:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>5</u> years - replaced 2015		
(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 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? - <u>guaranteed from Fortson's</u>	✓	
(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>3</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>11</u> years.		
(b)	Has any part of the roof been repaired during Seller's ownership?		<input checked="" type="checkbox"/>
(c)	Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
(b)	Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		<input checked="" type="checkbox"/>
(c)	Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		<input checked="" type="checkbox"/>
(d)	Has there ever been any flooding?		<input checked="" type="checkbox"/>
(e)	Are there any streams that do not flow year round or underground springs?		<input checked="" type="checkbox"/>
(f)	Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		<input checked="" type="checkbox"/>
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)?		<input checked="" type="checkbox"/>
(b)	Is there now or has there ever been any visible soil settlement or movement?		<input checked="" type="checkbox"/>
(c)	Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		<input checked="" type="checkbox"/>
(d)	Do any of the improvements encroach onto a neighboring property?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
(b)	Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		<input checked="" type="checkbox"/>
	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>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?		✓
<p>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.</p>		

**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.

- |  |   |  |   |
|--|---|--|---|
| <b>Appliances</b>                                      | <input type="checkbox"/> Television (TV)                            | <input type="checkbox"/> Birdhouses                        | <input type="checkbox"/> Fire Sprinkler System                |
| <input type="checkbox"/> Clothes Dryer                 | <input type="checkbox"/> TV Antenna                                 | <input type="checkbox"/> Boat Dock                         | <input type="checkbox"/> Gate                                 |
| <input type="checkbox"/> Clothes Washing Machine       | <input type="checkbox"/> TV Mounts/Brackets                         | <input type="checkbox"/> Fence - Invisible                 | <input type="checkbox"/> Safe (Built-In)                      |
| <input checked="" type="checkbox"/> Dishwasher         | <input type="checkbox"/> TV Wiring                                  | <input type="checkbox"/> Dog House                         | <input type="checkbox"/> Smoke Detector                       |
| <input checked="" type="checkbox"/> Garage Door Opener | <b>Interior Fixtures</b>  | <input type="checkbox"/> Flag Pole                         | <input checked="" type="checkbox"/> Window Screens            |
| <input type="checkbox"/> Garbage Disposal              | <input checked="" type="checkbox"/> Ceiling Fan                     | <input type="checkbox"/> Gazebo                            | <b>Systems</b>  |
| <input checked="" type="checkbox"/> Ice Maker          | <input type="checkbox"/> Chandelier                                 | <input type="checkbox"/> Irrigation System                 | <input type="checkbox"/> A/C Window Unit                      |
| <input checked="" type="checkbox"/> Microwave Oven     | <input type="checkbox"/> Closet System                              | <input type="checkbox"/> Landscaping Lights                | <input type="checkbox"/> Air Purifier                         |
| <input checked="" type="checkbox"/> Oven               | <input checked="" type="checkbox"/> Fireplace (FP)                  | <input checked="" type="checkbox"/> Mailbox                | <input type="checkbox"/> Whole House Fan                      |
| <input type="checkbox"/> Refrigerator w/o Freezer      | <input type="checkbox"/> FP Gas Logs                                | <input type="checkbox"/> Out/Storage Building              | <input type="checkbox"/> Attic Ventilator Fan                 |
| <input type="checkbox"/> Refrigerator/Freezer          | <input type="checkbox"/> FP Screen/Door                             | <input type="checkbox"/> Porch Swing                       | <input type="checkbox"/> Ventilator Fan                       |
| <input type="checkbox"/> Free Standing Freezer         | <input type="checkbox"/> FP Wood Burning Insert                     | <input type="checkbox"/> Statuary                          | <input type="checkbox"/> Dehumidifier                         |
| <input type="checkbox"/> Free Standing Freezer         | <input type="checkbox"/> Light Bulbs                                | <input type="checkbox"/> Stepping Stones                   | <input type="checkbox"/> Generator                            |
| <input type="checkbox"/> Stove                         | <input type="checkbox"/> Light Fixtures                             | <input type="checkbox"/> Swing Set                         | <input type="checkbox"/> Humidifier                           |
| <input checked="" type="checkbox"/> Surface Cook Top   | <input checked="" type="checkbox"/> Mirrors                         | <input type="checkbox"/> Tree House                        | <input type="checkbox"/> Propane Tank                         |
| <input type="checkbox"/> Trash Compactor               | <input type="checkbox"/> Wall Mirrors                               | <input type="checkbox"/> Trellis                           | <input type="checkbox"/> Propane Fuel in Tank                 |
| <input type="checkbox"/> Vacuum System                 | <input checked="" type="checkbox"/> Vanity (hanging)                | <input type="checkbox"/> Weather Vane                      | <input type="checkbox"/> Fuel Oil Tank                        |
| <input type="checkbox"/> Vent Hood                     | <b>Mirrors</b>  | <b>Recreation</b>  | <input type="checkbox"/> Fuel Oil In Tank                     |
| <input type="checkbox"/> Warming Drawer                | <input checked="" type="checkbox"/> Shelving Unit & System          | <input type="checkbox"/> Gas Grill                         | <input type="checkbox"/> Sewage Pump                          |
| <input type="checkbox"/> Wine Cooler                   | <input checked="" type="checkbox"/> Shower Head/Sprayer             | <input type="checkbox"/> Hot Tub                           | <input type="checkbox"/> Solar Panel                          |
| <b>Home Media</b>                                      | <input type="checkbox"/> Storage Unit/System                        | <input type="checkbox"/> Outdoor Furniture                 | <input type="checkbox"/> Sump Pump                            |
| <input type="checkbox"/> Amplifier                     | <input type="checkbox"/> Window Blinds (and Hardware)               | <input type="checkbox"/> Outdoor Playhouse                 | <input type="checkbox"/> Thermostat                           |
| <input type="checkbox"/> Cable Jacks                   | <input checked="" type="checkbox"/> Window Shutters (and Hardware)  | <input type="checkbox"/> Pool                              | <input type="checkbox"/> Water Purification System            |
| <input type="checkbox"/> Cable Receiver                | <input checked="" type="checkbox"/> Window Draperies (and Hardware) | <input type="checkbox"/> Pool Equipment                    | <input type="checkbox"/> Water Softener System                |
| <input type="checkbox"/> Cable Remotes                 | <input checked="" type="checkbox"/> Unused Paint                    | <input type="checkbox"/> Pool Chemicals                    | <input type="checkbox"/> Well Pump                            |
| <input type="checkbox"/> Intercom System               | <b>Landscaping / Yard</b>   | <input type="checkbox"/> Sauna                             | <b>Safety</b>   |
| <input type="checkbox"/> Internet HUB                  | <input type="checkbox"/> Arbor                                      | <input checked="" type="checkbox"/> Alarm System (Burglar) | <input checked="" type="checkbox"/> Alarm System (Smoke/Fire) |
| <input type="checkbox"/> Internet Wiring               | <input type="checkbox"/> Awning                                     | <input type="checkbox"/> Security Camera                   | <input type="checkbox"/> Carbon Monoxide Detector             |
| <input type="checkbox"/> Satellite Dish                | <input type="checkbox"/> Basketball Post and Goal                   | <input checked="" type="checkbox"/> Doorbell               | <input checked="" type="checkbox"/> Door & Window Hardware    |
| <input type="checkbox"/> Satellite Receiver            |   |  | <b>Other</b>  |
| <input type="checkbox"/> Speakers                      |   |  | <input type="checkbox"/> _____                                |
| <input type="checkbox"/> Speaker Wiring                |   |  | <input type="checkbox"/> _____                                |
| <input type="checkbox"/> Switch Plate Covers           |   |  | <input type="checkbox"/> _____                                |

**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 (F287) 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

*J. Grant McCorkley*  
\_\_\_\_\_  
1 Seller's Signature

*J. Grant McCorkley*  
\_\_\_\_\_  
Print or Type Name

~~6-26-20~~ *6-26-20*  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

Additional Signature Page (F287) is attached.

Elbert County, Georgia  
Real Estate Transfer Tax Paid  
\$ 1108<sup>00</sup>  
Date 6-21-16  
Leigh W. Starrett, Clerk

2016 JUN -1 AM 9:45

LEIGH W. STARRETT  
CLERK  
ELBERT SUPERIOR COURT

BOOK 591 PAGE 272-274

WHEN RECORDED RETURN TO:

Richard D. Campbell, LLC  
47 West Church Street  
Elberton, GA 30635  
706-283-5000

052-2016-406

STATE OF GEORGIA )  
                                  )  
COUNTY OF ELBERT )

WARRANTY DEED

THIS INDENTURE, made this 31<sup>st</sup> day of May, 2016, between MICHAEL RIZZICO and DIANE J. RIZZICO, of the County of Gwinnett, State of Georgia (hereinafter referred to as "Grantor"), and J. GRANT MCCURLEY, of the County of Elbert, State of Georgia (hereinafter referred to as "Grantee").

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 whereof is hereby acknowledged, have granted, bargained, sold, aliened and conveyed, and by these presents do grant, bargain, sell, assign and convey unto Grantee, his heirs, executors, administrators and assigns, the following described property, to-wit:

All that tract or parcel of land with improvements thereon, lying and being in the 199th G.M. District of Elbert County, Georgia, being known as Lot No. 21 of Newton's Pointe: A Gated Community - Phase 1, containing 0.700 acre, more or less, and being more particularly described in a plat of survey prepared by Stacy C. Carroll, RLS, dated August 11, 2004, recorded in Plat Book 26, at Pages 9-12, Elbert County, Georgia Records, said plat and the recording thereof being expressly by reference incorporated herein and made a part of this description.



Said property being bounded now or formerly as follows: On the North by a 60-foot right-of-way being known as Utah Drive; on the East by Lot 20 of said gated subdivision; on the South by the United States of America, Lake Richard B. Russell; and on the West by Lot 22 of said gated subdivision.

This being the same property described in a Warranty Deed, Joint Tenancy with Right of Survivorship from James D. Warrick and Bruce H. Carpenter, III, to Michael J. Rizzico and Diane J. Rizzico, dated June 25, 2008, recorded in Deed Book 469, at Pages 493-495, Elbert County, Georgia Records.

This property is conveyed subject to a Declaration of Gated Community. The Grantee acknowledges the Release and Indemnification provisions in that certain Declaration of Gated Community dated August 20, 2004, recorded in Deed Book 374, at Pages 668-672, Elbert County, Georgia Records, which by reference is incorporated herein, and Grantee further acknowledges that said Release and Indemnification provision is a covenant running with the land and shall bind subsequent transferees or assignees of lots in the gated community, and Grantee agrees to be bound by said Release and Indemnification provisions.

This property is conveyed subject to the Declaration of Protective Covenants, dated August 20, 2004, recorded in Deed Book 374, at Pages 673-680, Elbert County, Georgia Records.

This property is being conveyed subject to an easement in favor of the Newton's Pointe Landowners' Association, LP, by virtue of a Trust Indenture, dated August 27, 2004, which is a portion of the same property described in Deed Book 374, at Pages 681-686, Elbert County, Georgia Records. In acceptance of this deed the Grantee acknowledges that its ownership of said property makes it a member of the Newton's Pointe Landowners' Association and subject to its terms and regulations.

Included herein and made a part of this transaction is the license for use of the enclosed boat storage facility, being boat slip No. 8, which is ancillary to and part of the ownership of Lot No. 21 of the Newton's Pointe Subdivision.

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 Grantee, his/her executors, administrators and assigns, forever in FEE SIMPLE.

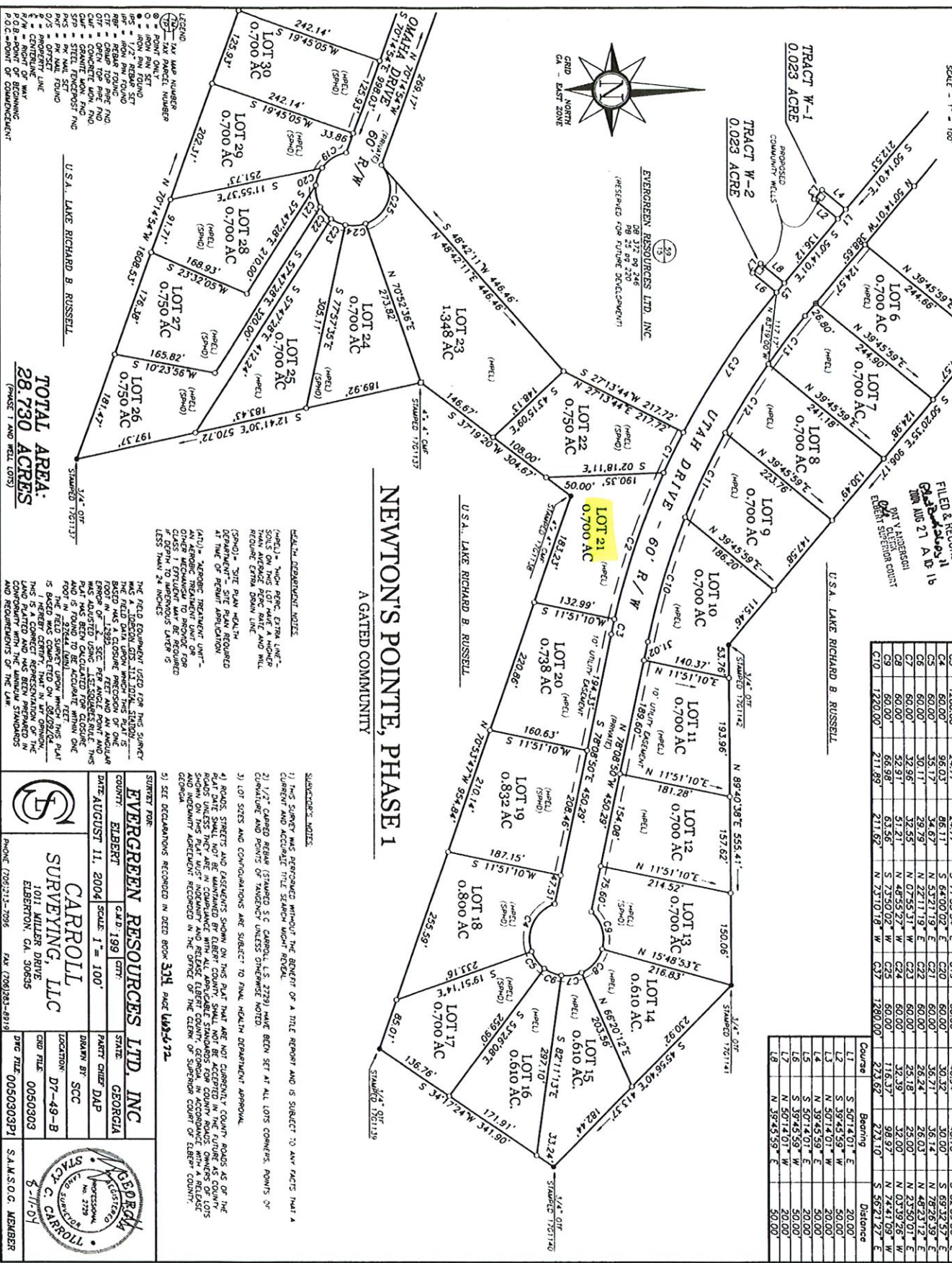


**SHEET 3 OF 4**

FILED & RECORDED  
 PLAT 100-11  
 AUG 21 10  
 P.M. HARRISON  
 CLERK SUPERIOR COURT

Course	Bearing	Length	Good	Chord	Bearg.	Dist.
C1	N 126.00° E	73.23	73.23	S 64.07° 14' E	132.45'	N 64.38 59" W
C2	N 126.00° E	251.97	251.97	S 71.23 56" E	613	N 122.00° W
C3	N 126.00° E	24.77	24.77	S 77.33 34" E	46.28'	N 52.32 29" W
C4	N 126.00° E	96.03	96.03	S 64.00 02" E	60.00'	N 69.32 57" E
C5	N 126.00° E	34.67	34.67	N 53.21 19" E	62.1	N 78.26 39" E
C6	N 126.00° E	30.17	29.79	N 22.11 19" E	62.2	N 48.23 12" E
C7	N 126.00° E	32.98	32.55	N 07.55 31" W	62.3	N 23.50 01" E
C8	N 126.00° E	32.91	31.21	N 48.55 27" W	62.4	N 07.38 26" W
C9	N 126.00° E	66.99	63.56	S 73.50 02" W	62.5	N 74.41 09" W
C10	N 126.00° E	211.89	211.89	N 73.10 18" W	62.7	N 58.21 27" E

Course	Bearing	Distance
L1	S 50° 14' 01" E	20.00'
L2	S 39° 45' 59" W	50.00'
L3	N 50° 14' 01" W	20.00'
L4	N 39° 45' 59" E	50.00'
L5	S 50° 14' 01" E	20.00'
L6	S 39° 45' 59" W	50.00'
L7	N 50° 14' 01" W	20.00'
L8	N 39° 45' 59" E	50.00'



**NEWTON'S POINTE, PHASE 1**  
 A GATED COMMUNITY

**LEGEND**  
 (S) TAX MAP NUMBER  
 (N) POINT NUMBER  
 (O) IRON PIN SET  
 (R) IRON PIN FOUND  
 (RF) IRON PIN FOUND  
 (RR) REBAR FOUND  
 (OR) OPEN TOP PIPE FOUND  
 (C) CONCRETE FOUND  
 (S) STAKE FOUND  
 (P) PRIVATE PROPERTY FOUND  
 (M) PRIVATE MAIL SET  
 (C) CENTRAL LINE  
 (P) PROPERTY LINE  
 (R) RIGHT OF BROWNING  
 (P) POINT OF BEGINNING  
 (P) POINT OF COMMENCEMENT

U.S.A. LAKE RICHARD B. RUSSELL  
 TOTAL AREA:  
**28,730 ACRES**  
 (PHASE 1 AND WELL LOTS)

**HEALTH DEPARTMENT NOTES:**  
 (S) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY FACTS THAT A CURRENT AND ACCURATE TITLE SEARCH MIGHT REVEAL.  
 (2) 1/2" GATED ROAD (STANDARD 5' CARROLL, U.S. 2729) HAVE BEEN SET AT ALL LOTS CORNERS, POINTS OF COMMENCEMENT AND POINTS OF BEGINNING UNLESS OTHERWISE NOTED.  
 (3) LOT SETS AND COMPANIONS ARE SUBJECT TO FINAL HEALTH DEPARTMENT APPROVAL.  
 (4) ROAD, STREETS AND EASEMENTS SHOWN ON THIS PLAT THAT ARE NOT CURRENTLY COUNTY ROADS AS OF THE DATE THIS PLAT WAS FILED SHALL NOT BE MAINTAINED BY ELBERT COUNTY, SHALL NOT BE ACCEPTED IN THE FUTURE AS COUNTY ROADS UNLESS THEY ARE IN COMPLIANCE WITH ALL APPLICABLE STANDARDS FOR COUNTY ROAD OWNERS OF LOTS AND INDEPENDENT ADVERTISING RECEIVED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF ELBERT COUNTY, GEORGIA.  
 (5) SEE DECLARATIONS RECORDED IN DEED BOOK 324 PAGE 648-672.

**SUBJECT FOR**  
**EVERGREEN RESOURCES LTD. INC.**  
 COUNTY: ELBERT CAD: 199 DTM:  
 DATE: AUGUST 11, 2004 SCALE: 1" = 100'

**CARROLL SURVEYING LLC**  
 1011 MILLER DRIVE  
 ELBERTON, GA 30635  
 PHONE: (706) 231-7996 FAX: (706) 231-8919

**STATE:** GEORGIA  
**PARTY CHIEF:** DAP  
**DRAWN BY:** SCC  
**LOCATION:** D7-49-B  
**CAD FILE:** 0050303  
**DWG FILE:** 0050303P1  
**S.A.M.S.O.C. MEMBER**  
 6-17-04

WHEN RECORDED MAIL TO:

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FILED & RECORDED

2004 AUG 27 A 10:34

NEWTON'S POINTE  
GATED COMMUNITY  
ELBERT COUNTY GEORGIA

Book 374 Page 668-672

Document 3133

CROSS REFERENCE: DEED BOOK 372, Pages 246-247  
PLAT BOOK 26, Pages 9-12

STATE OF GEORGIA            )  
  )     DECLARATION OF GATED COMMUNITY  
COUNTY OF ELBERT         )

WHEREAS Evergreen Resources Ltd., Inc. is the Owner and Developer of Newton's Pointe Subdivision located in Elbert County, Georgia and shown on a plat of same entitled "Newton's Pointe, a Gated Community - Phase 1" prepared by Stacy C. Carroll, R.L.S., dated August 11, 2004, recorded in Plat Book 26, at Page 9-12, Elbert County, Georgia Records; and

WHEREAS, Newton's Pointe Landowners Association, LP, is a Georgia Limited Partnership, established to own, develop, and maintain the common areas of the Newton's Pointe Subdivision such as the water system, roads and streets, boat storage facility, and the main gate of a gated community. The record title holder of a lot in Newton's Pointe Subdivision is by operation of ownership of a lot a limited partner in the Newton's Pointe Landowners Association, LP.; and

WHEREAS, it is the desired intent of Evergreen Resources Ltd., Inc. and Newton's Pointe Landowners Association, LP, collectively as OWNER and DEVELOPER, to make the declarations necessary to comply with the provisions of the Elbert County Land Development Standards Code of Ordinances § 36-10; and

WHEREAS, Elbert County, is a political subdivision of the State of Georgia and desires compliance with the provisions of the Elbert County Land Development Standards Code of Ordinances § 36-10; and

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the subdivision and to the citizens and residents of Elbert County, Georgia, these declarations are made and are declared to be in

furtherance of a plan for the subdivision, improvement and sale of real property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the property shown on the aforementioned subdivision known as Newton's Point.

1. ACKNOWLEDGMENTS: All of the parties make the following acknowledgments of the requirements of the Elbert County Land Development Standards Code of Ordinances § 36-10 and of their intent and efforts to comply with these requirements:

a) The security checkpoint gate shall be set back a minimum of fifty (50') feet from Georgia Highway 368 (Anderson Highway) or any other public right-of-way.

b) The security checkpoint gate shall be a width equal the required road width, plus the width of any utility easements present, but in no case shall the width be less than thirty (30') feet. The placement and width of the gate is shown on the subdivision plat of survey and such plan has been approved by the county administrator, the director of emergency management services, the county fire chief, and the county code enforcement officer.

c) The security checkpoint gate as proposed and installed will not restrict access to any public right-of-way or publicly owned property.

d) The private road and gate as proposed and installed in Newton's Pointe Subdivision will not: (1) unreasonably impede the logical future development of public roads in the vicinity of Newton's Pointe Subdivision; (2) unreasonably restrict public access to sites of culture, historical, or natural significance; and / or (3) unreasonably restrict any previously established pedestrian access.

e) All roads and streets in the gated community are private rights of way, and are not public rights of way, and all owners of lots in the gated community are responsible for the development and maintenance of roads and streets within the gated community, and Elbert County, Georgia shall have no duty or obligation to accept the dedication of such roads or streets, and shall have no responsibility for the maintenance of such roads or streets.

f) The Owner / Developer has demonstrated to the county administrator that adequate provisions for construction and maintenance of the private roads and streets has been made as evidenced by a letter of acknowledgment from the Bank of Anderson, Anderson, South Carolina, confirming that adequate credit and financing is available for the construction of the roads and maintenance for the first year.

g) After the first year, the maintenance of the roads and streets will be the responsibility of the landowners association, and such maintenance will be financed by fees paid to the association.

h) The Owner / Developer has further demonstrated an adequate strategy for necessary access as evidenced in the plat of survey.

2. EMERGENCY VEHICLE ACCESS: The gate at the entrance of the subdivision community will be an electric powered single arm gate opened with a magnetic strip card and/or numerical touch pad. Each resident and property owner will be given a magnetic strip card and assigned a number. To ensure emergency access for law enforcement, fire department, emergency medical, and other emergency services, the Owner / Developer will assign one (1) number to be used by all County emergency service agencies. The number will be given to each County emergency service agency to be posted in a conspicuous place. The number will also be given to the E-911 central dispatch service so that in the event of a 911 emergency, central dispatch can relay the entrance code to a responding emergency vehicle.

3. NON-EMERGENCY VEHICLE ACCESS: The Owner / Developer also acknowledges that it will be necessary to provide access for non-emergency vehicles such as mail delivery, commercial parcel delivery, utilities, tax assessor, and other service vehicles. The Owner / Developer will assign one (1) number to be used by all non-emergency service access. The number will be given to the post master, electric service provider, and any other frequent service provider. Also, each resident will be able to give the number to such service providers that may require access.

4. RELEASE AND INDEMNIFICATION: Evergreen Resources Ltd., Inc., Newton's Pointe Landowners Association, LP, and any general partner, limited partner, landowner, executor, administrator, successor, and assign releases and forever discharges ELBERT

COUNTY, a political subdivision of the State of Georgia, its departments, agents, and employees from any and every claim, demand, right or cause of action, of whatever kind or nature, arising from the creation, development, and use of the aforementioned gated community.

Evergreen Resources Ltd., Inc., Newton's Pointe Landowners Association, LP, and any general partner, limited partner, landowner, executor, administrator, successor, agrees to indemnify and hold harmless the said ELBERT COUNTY, a political subdivision of the State of Georgia, its departments, agents, and employees against all claims of any and every nature brought as a result of the creation, development, and use of the aforementioned gated community and/or any claim filed against Elbert County by any third party resulting from an act of omission or commission arising from the creation, development, and use of the gated community.

5. ADDITIONAL PROPERTY: All parties acknowledge that additional adjacent or contiguous property acquired by the Owner / Developer that can be developed by connection to the private roads and streets can be incorporated into this gated community without further declarations provided that it is understood that any additions will be subject to these declarations and must be in compliance with the Elbert County Land Development Standards Code of Ordinances § 36-10 and any other law, ordinance or regulation then in effect.

6. INCORPORATION BY REFERENCE: These declarations, including the acknowledgments, covenants, and the indemnifications and releases of Paragraph 4 above, are incorporated into each deed of conveyance by reference, and the acceptance of any deed includes the condition of being bound by such acknowledgments, covenants, indemnifications, and releases. Furthermore, each deed of conveyance for each lot in the gated community shall contain a clause or covenant as substantially similar to the following: "Grantee acknowledges the Release and Indemnification provisions in that certain Declaration of Gated Community dated August \_\_\_\_\_, 2004, recorded in Deed Book \_\_\_\_\_, at Pages \_\_\_\_\_, Elbert County, Georgia Records, which by reference is incorporated herein, and Grantee further acknowledges that said Release and Indemnification provision is a covenant running with the land and shall bind subsequent transferees or assignees of lots in the gated community, and Grantee agrees to be bound by said Release and Indemnification provisions."