



FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



2020 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: 380 Fory Lane Martins, Georgia, 30557). 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.

	YES	NO
1. GENERAL:		
(a) What year was the main residential dwelling constructed? <u>2012</u>		
(b) Is the Property vacant?		X
If yes, how long has it been since the Property has been occupied? _____		
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		X

EXPLANATION:

	YES	NO
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?	X	
(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 DISCLOSURE EXHIBIT" GAR F322.		X

EXPLANATION: See copy of the covenants.

	YES	NO
3. LEAD-BASED PAINT:		
(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.		X

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) 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?		X
(b) Have any structural reinforcements or supports been added?		X
(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?		X
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		X
(f) Have any notices alleging such violations been received?		X
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		X
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>8</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		X
(c) Is any portion of the heating and cooling system in need of repair or replacement?		X
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		X
(e) Are any fireplaces decorative only or in need of repair?		X
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		X
(g) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?		X

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(b) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? <u>N/A</u>		
(c) What is the sewer system: <input checked="" 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?	X	
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____		X
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		X
(h) Is there presently any polybutylene plumbing, other than the primary service line?		X
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		X

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: _____ years.		
(b) Has any part of the roof been repaired during Seller's ownership?		X
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		X
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?		X
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		X
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		X
(d) Has there ever been any flooding?		X
(e) Are there any streams that do not flow year round or underground springs?		X
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		X
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)?		X
(b) Is there now or has there ever been any visible soil settlement or movement?		X
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X
(d) Do any of the improvements encroach onto a neighboring property?		X
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?		X
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	X	
If yes, is it transferable? <u>yes</u> What is the cost? \$ <u>0</u>		
If yes, company name/contact: <u>All Exterminating 770-887-2571</u>		
Coverage: <input checked="" type="checkbox"/> pre-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date <u>1/27/21</u> Renewal Date <u>1/27/21</u>		
(c) Is there a cost to maintain the bond, warranty or service contract? <u>yes</u>		
If yes, what is the annual cost? \$ <u>\$197.50/year</u>		
EXPLANATION:		

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

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?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) Is the Property subject to a threatened or pending condemnation action?		X
(f) How many insurance claims have been filed during Seller's ownership? 0 _____		

EXPLANATION:

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

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?		X

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):

Empty rectangular box for additional explanations.

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

- Aboveground Pool
- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- 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
- Car Charging Station
- 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 hereof.

Garage refrigerator will remain. Kitchen refrigerator will go.

Decorative mirror in entryway will be removed. Bathroom mirrors will remain.

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

Amy Almas

Print or Type Name

10/2/20

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

Georgia Transfer Tax Paid : \$0.00
MELISSA B. HOLBROOK 0592020000924
Clerk Superior Court, FRANKLIN County, Ga.
Bk 01407 Pg 0275-0276

RETURN TO:
Gordon Law Firm
Attorneys at Law, LLC
PO Box 870
Hartwell, Georgia 30643

STATE OF GEORGIA
COUNTY OF Gwinnett

QUITCLAIM DEED

THIS INDENTURE, made the 1 day of Sept, 2020, between **AMY OBERLIN ALMAS** as Trustee of the **AMY ALMAS FAMILY TRUST** under trust agreement dated April 9, 2019 as party of the first part, hereinafter called Grantor, and **RODNEY KEITH IRBY** and **ROXANNE MARIE IRBY**, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantees all the right, title interest, claim or demand which the Grantor has or may have had in and to the following described real property, including all rights of ingress and egress across and over said property, to wit:

All that tract or parcel of land lying and being in the 213th GMD, Franklin County, Georgia containing 0.06 of an acre, more or less, and being shown and delineated as "Tract 2C" on a plat of survey dated March 14, 2012 mapped June 24, 2020 for Amy Oberlin Almas as Trustee of the Amy Almas Family Trust by Kenneth V. Cash, Georgia Registered Land Surveyor, as recorded in Plat Book 30, Page 961, Franklin County, Georgia Records, and said plat and the recordation thereof are incorporated herein and by reference made a part of this legal description.

Grantor specifically reserves the right to continue to maintain any water line servicing grantor's property that may be located on the conveyed property. Grantor's right shall continue until such water line reaches the end of its useful life; grantor shall have right to access the conveyed property to repair or maintain the water line upon reasonable notice to grantees.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

Signed, sealed and delivered in presence of:

Eve Caputo
Unofficial Witness

Amy Almas Family Trust
Amy Oberlin Almas (SEAL)
AMY ALMAS FAMILY TRUST
By: AMY OBERLIN ALMAS, TRUSTEE

Suzanne A McGarvey
Notary Public
Commission Expiration Date: *9-28-2022*



Georgia Transfer Tax Paid : \$0.00
MELISSA B. HOLBROOK 0592020000925
Clerk Superior Court, FRANKLIN County, Ga.
Bk 01407 Pg 0277-0278

RETURN TO:
Gordon Law Firm
PO Box 870
Hartwell, Georgia 30643

STATE OF GEORGIA
COUNTY OF Gwinnett

QUITCLAIM DEED

THIS INDENTURE, made the 1 day of Sept., 2020, between **AMY OBERLIN ALMAS** as Trustee of the **AMY ALMAS FAMILY TRUST** under trust agreement dated April 9, 2019 as party of the first part, hereinafter called Grantor, and **PHILIP J. SMITH** and **SHARON S. SMITH**, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantees all the right, title interest, claim or demand which the Grantor has or may have had in and to the following described real property, including all rights of ingress and egress across said property, to wit:

All that tract or parcel of land lying and being in the 213th GMD, Franklin County, Georgia containing 0.24 of an acre, more or less, and being shown and delineated as "Tract 2B" on a plat of survey dated March 14, 2012m mapped June 24, 2020 for Amy Oberlin Almas as Trustee of the Amy Almas Family Trust by Kenneth V. Cash, Georgia Registered Land Surveyor, as recorded in Plat Book 31, Page 961, Franklin County, Georgia Records, and said plat and the recordation thereof are incorporated herein and by reference made a part of this legal description.

Grantor specifically reserves the right to continue to maintain any water line servicing grantor's property that may be located on the conveyed property. Grantor's right shall continue until such water line reaches the end of its useful life; grantor shall have right to access the conveyed property to repair or maintain the water line upon reasonable notice to grantees.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

Signed, sealed and delivered in presence of:

Eve Capel
Unofficial Witness

Amy Almas Family Trust
Amy Oberlin Almas (SEAL)
AMY ALMAS FAMILY TRUST
By: AMY OBERLIN ALMAS, TRUSTEE

Suzanne Amegny
Notary Public
Commission Expiration Date: 9-28-22



RETURN TO:
Amy Almas Family Trust
380 Foxy Lane
Martin GA 30557

Georgia Transfer Tax Paid : \$0.00
MELISSA B. HOLBROOK 0592020000932
Clerk Superior Court, FRANKLIN County, Ga.
Bk 01407 Pg 0279-0280

STATE OF GEORGIA
COUNTY OF HART

QUITCLAIM DEED

THIS INDENTURE, made the 31st day of August, 2020, between **RODNEY KEITH IRBY** and **ROXANNE MARIE IRBY**, as parties of the first part, hereinafter called Grantors, and **AMY OBERLIN ALMAS** as Trustee of the **AMY ALMAS FAMILY TRUST** under trust agreement dated **April 9, 2019**, as party of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include the respective successors and assigns where the context requires or permits).

WITNESSETH: That Grantors for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, have bargained, sold, and do by these presents bargain, sell, remlse, release and forever quit-claim to Grantee all the right, title interest, claim or demand which the Grantors have or may have had in and to the following described real property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 213TH GMD, FRANKLIN COUNTY, GEORGIA CONTAINING 0.33 OF AN ACRE, MORE OR LESS, AND BEING SHOWN AND DELINEATED AS "TRACT 2A" ON A PLAT OF SURVEY DATED MARCH 14, 2012, MAPPED JUNE 24, 2020 FOR AMY OBERLIN ALMAS AS TRUSTEE OF THE AMY ALMAS FAMILY TRUST BY KENNETH V. CASH, GEORGIA REGISTERED LAND SURVEYOR, AS RECORDED IN PLAT BOOK 30, PAGE 961, FRANKLIN COUNTY, GEORGIA RECORDS, AND SAID PLAT AND THE RECORDATION THEREOF ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART OF THIS LEGAL DESCRIPTION.

THIS QUITCLAIM DEED IS BEING GIVEN SPECIFICALLY TO RELINQUISH ALL RIGHTS AND PRIVILEGES OF ANY NATURE GRANTORS MAY HAVE INDIVIDUALLY OR BY VIRTUE OF OWNERSHIP OF THE REAL PROPERTY DESIGNATED AS LOT FORTY-TWO (42) AS SHOWN AND DELINEATED ON A PLAT OF SURVEY DATED FEBRUARY 11, 1992 AND RECORDED IN PLAT BOOK 18, PAGE 258 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FRANKLIN COUNTY, GEORGIA. ALL SUCH RIGHTS AND PRIVILEGES NOW AND FOREVER TERMINATE SO THAT NO OTHER PERSON CLAIMING UNDER GRANTORS, INCLUDING ALL SUCCESSORS IN TITLE AND ASSIGNS OF GRANTORS' SAID LOT FORTY-TWO (42) SHALL HAVE ANY INTEREST WHATSOEVER IN THE REAL PROPERTY CONVEYED HEREIN.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither the said Grantors, nor any other person or persons claiming under Grantors shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantors have signed and sealed this deed the day and year above written.

Signed, sealed and delivered in presence of:

Heather P. Hunicutt
Unofficial Witness

Rodney Keith Irby (SEAL)
RODNEY KEITH IRBY

Kim Wilkerson Higginbotham
Notary Public
Commission Expiration Date: 6/7/23

Roxanne Marie Irby (SEAL)
ROXANNE MARIE IRBY

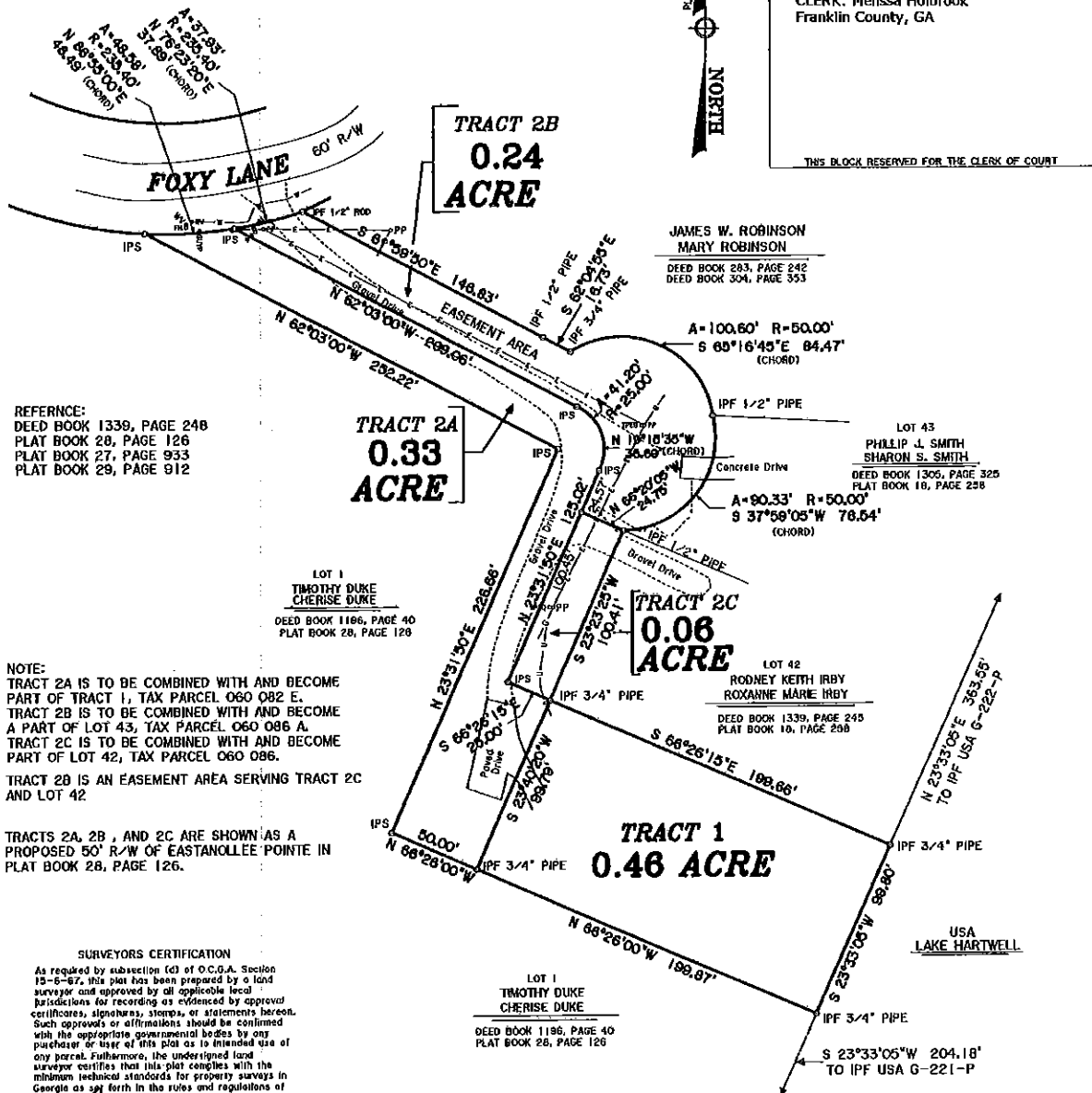




RECORD
DATE: 08/11/2020
PLAT BOOK: 00030

eFiled & eRecorded
DATE: 8/11/2020
TIME: 9:30 AM
PLAT BOOK: 00030
PAGE: 00961
RECORDING FEES: \$10.00
PARTICIPANT ID: 1628106866
CLERK: Melissa Holbrook
Franklin County, GA

THIS BLOCK RESERVED FOR THE CLERK OF COURT



REFERENCE:
DEED BOOK 1339, PAGE 248
PLAT BOOK 28, PAGE 126
PLAT BOOK 27, PAGE 933
PLAT BOOK 29, PAGE 912

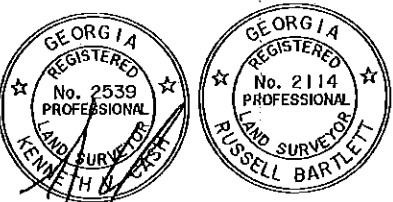
NOTE:
TRACT 2A IS TO BE COMBINED WITH AND BECOME PART OF TRACT 1, TAX PARCEL O60 082 E.
TRACT 2B IS TO BE COMBINED WITH AND BECOME A PART OF LOT 43, TAX PARCEL O60 086 A.
TRACT 2C IS TO BE COMBINED WITH AND BECOME PART OF LOT 42, TAX PARCEL O60 086.
TRACT 2B IS AN EASEMENT AREA SERVING TRACT 2C AND LOT 42

TRACTS 2A, 2B, AND 2C ARE SHOWN AS A PROPOSED 50' R/W OF EASTANOLLEE POINTE IN PLAT BOOK 28, PAGE 126.

SURVEYORS CERTIFICATION
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approved certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confined with the appropriate governmental bodies by our purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and set forth in O.C.G.A. Section 15-6-67.

Kenneth Cash 7/22/20
Date
Russell Bartlett 7/27/2020
Date
FRANKLIN COUNTY OFFICIAL

SURVEYED BY:
BARTLETT & CASH LAND SURVEYORS, INC.
RUSSELL N. BARTLETT - KENNETH V. CASH
RLS NO. 2114 RLS NO. 2639
2805 HISTORIC HWY 17
MARTIN, GA 30557
(706) 779-5047 COA NO. LSF001222



TOTAL AREA = 1.09 ACRES

DIVISION SURVEY FOR:
AMY OBERLIN ALMAS
AS TRUSTEE OF THE
AMY ALMAS FAMILY TRUST

COUNTY: FRANKLIN, GEORGIA
GMD: 213
DATE: 14-MAR-2012 MAPPED: 24-JUNE-2020
SCALE: 1" = 60'
JOB: 315
FB: 315
JOB: BBROCK: BBROCK3A
FILE: BROCK, BUDDY

THIS SURVEY MADE WITH A NIKON TOTAL STATION, THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 35789 FEET, AND AN ANGULAR ERROR OF 0"00" PER ANGLE AND WAS ADJUSTED BY ANGLE BALANCING. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 136867, 119508, 433014 FEET.

THIS SURVEY IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS WRITTEN OR UNWRITTEN.
IP/S = IRON PIN SET
3/4" PIPE
IPF = IRON PIN FOUND
O/S = OFF SET
CM = CONCRETE MONUMENT
R/W = RIGHT OF WAY
MSL = MEAN SEA LEVEL
POB = POINT OF BEGINNING
TPED = TELEPHONE PEDESTAL
WV = WATER VALVE
PP = POWER POLE
-O-M = GUY WIRE
-W- = WATER LINE
WM = WATER METER
FH = FIRE HYDRANT
-E- = OVERHEAD POWERLINE
-U- = UNDERGROUND POWER

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**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EASTANOLLEE POINTE SUBDIVISION**

STATE OF GEORGIA
COUNTY OF FRANKLIN

WHEREAS, JKR Development, LLC is the owner of a certain tract of land situate in the County of Franklin, State of Georgia to be developed as a residential subdivision known as EASTANOLLEE POINTE, and shown on a subdivision plat of which shows Lots One (1) through Nineteen (19), inclusive, made by Nu-South Surveying, Inc., dated March 6, 2006 and recorded in the Office of the Clerk of the Superior Court for Franklin County, Georgia in Plat Book 28, pages 126-127.

WHEREAS, the use of said property is intended for residential purposes only and in order to protect said property as a residential development, the undersigned desires to impose certain protective and/or restrictive covenants;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the foregoing benefits accruing to the present and future owners of the lots of land included in said subdivision, the undersigned, JKR Development, LLC (hereinafter referred to as "developer") does hereby impose the following protective covenants:

(1) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes and only one single-family residence shall be erected, altered, placed or permitted on any lot, along with other improvements as stated herein.

(2) DWELLING LOTS, QUALITY AND STYLE, SIZE:
There shall be no dwelling erected on any one of said lots containing less than sixteen hundred square feet of heated space and no less than twelve hundred on main level. The exterior surface of any home can be up to seventy (70%) percent vinyl.

(3) SUBDIVISION OF LOTS: No lot shall be subdivided or its boundary lines changed except with the written consent of the Developer; however, Developer hereby expressly reserves to himself, his Successors

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Clerk Superior Court, FRANKLIN County, Ga.
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in office and Assigne, the right to replat any two or more lots shown on the plat of the subdivision in order to create a building plot or building plots each larger in size than any one of the lots so subdivided or replatted.

(4) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.

(5) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tents, shacks, barn or other outbuildings shall be used or left on any lot at any time as a residence either temporarily or permanently, nor will it be permissible to stock-pile any form of construction materials on or around said dwelling.

(6) MOBILE HOMES: No mobile, modular or manufactured home of any type, whether on wheels or jacks or permanent foundations will be allowed in this subdivision regardless of cost.

(7) CONSTRUCTION: Any structure must be completed within one (1) year after the initial construction has been commenced.

(8) SIGNS: No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale, or the normal signs used by a builder to advertise the property during the construction and sales period only.

(9) LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(10) 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 containers approved for sanitary condition.

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(11) ARCHITECTURAL CONTROL:

(A) No building shall be erected or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the developer as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

(B) Approval or disapproval by said Developer shall be given in writing within thirty (30) days after Developer has received said plans. In the event the Developer or his agent fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to the Developer, then approval is automatically given and no further notice is necessary.

(C) No fence, wall or barrier shall be erected, placed or altered on any lot unless similarly approved by the Developer.

(D) No outbuildings or garage shall be erected, placed or altered on any lot unless similarly approved by the Developer.

(E) No grading or filling which would change the elevation of any lot shall be done unless approved by the Developer.

A Homeowners Association can be formed by the owners upon a majority of lot sales. If a Homeowners Association is formally created, then, upon the sale of all lots within the subdivision, all of Developer's rights and obligations as set out herein shall be transferred to said association.

(12) TERM: These covenants 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 the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(13) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity by the Developer, the association, or any lot owner against any

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persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(14) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way effect any of the other provisions, which shall remain in full force and effect.

It is specifically understood that these covenants and restrictions are solely for the benefit of the undersigned and all present and future owners of lots in the aforesaid tract referred to above, and may be changed or modified by the Developer or by the consent, in writing, of a majority of the owners of the lots in said tract, as hereinabove set out.

IN WITNESS WHEREOF. I have hereunto set my hand and seal this 21st day of April, 2006.

In the presence of:

[Handwritten signature]

Kelvin E. Quigley
Notary Public (Seal Affixed)

JKR Development, LLC

By: *[Handwritten signature]*

Member

