



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

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

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

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

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>2004</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 DISCLOSURE EXHIBIT" GAR F322.	✓	

EXPLANATION:

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.		✓

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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		✓
(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: PROPERTY HAD A FIRE IN APPROXIMATELY 2006. REPAIRS MADE WITH LIVING ROOM: ROOM ABOVE THE GARAGE ADDED

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>16</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(c) Is any portion of the heating and cooling system in need of repair or replacement?		✓
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(e) Are any fireplaces decorative only or in need of repair?		✓
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓
(g) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?		✓

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?		✓
(c) What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <u>4</u>		
(e) Is the main dwelling served by a sewage pump?		✓
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <u>2015</u>	✓	
(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>16</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?		✓
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		✓

EXPLANATION:

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		✓
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		✓
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		✓
(d) Has there ever been any flooding?		✓
(e) Are there any streams that do not flow year round or underground springs?		✓
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		✓

EXPLANATION:

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		✓
(b) Is there now or has there ever been any visible soil settlement or movement?		✓
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓
(d) Do any of the improvements encroach onto a neighboring property?		✓

EXPLANATION:

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		✓
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		✓
If yes, is it transferable? _____ 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? _____		

EXPLANATION:

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

EXPLANATION:

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?		✓

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

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 herein.

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:

ADDITIONAL EXPLANATIONS (if needed):

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

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

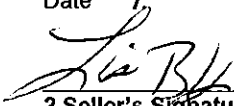
Date

Additional Signature Page (F267) is attached.



DR. IAN M KING

11/13/2020



Lisa B King

11.13.20

FILED IN CASE 115
HART SUPERIOR COURT

RETURN TO:
RIDGWAY & RIDGWAY, LLP
Attorneys at Law
P. O. Box 710
Hartwell, Georgia 30643
(706) 376-3991

2015 OCT 27 PM 3:02
Frankie Gray
FRANKIE H. GRAY, CLERK

Recorded
C: 782 Page 253-254
L: 10-27-2015
Frankie Gray, Clerk

Paid: 182.00
Date: 10-27-2015
Frankie Gray, Clerk

WARRANTY DEED

State of Georgia,
County of Hart.

THIS INDENTURE, made and entered into on this 27th day of October, 2015, between

JEFFREY H. MATHIS A/K/A JEFFERY H. MATHIS AND LORI L. MATHIS

of 19 Queen Circle, Hartwell, GA 30643, as party of the first part, hereinafter referred to as Grantor, and

IAN M. KING AND LISA B. KING

of 10 Budapest Road, Hartwell, GA 30643, as party of the second part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits, and, when appropriate, any kind of entity, either gender, and both singular and plural).

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, assigned, confirmed and conveyed, and by these presents does hereby grant, bargain, sell, alien, assign, confirm and convey unto the said Grantee, the following described property, to-wit:

All that tract or parcel of land, with all improvements thereon, situate, lying and being in the 1112th G.M. District, Hart County, Georgia, containing 1.00 acre, being known and designated as Lots 18 & 24 of Elizabeth Court Subdivision and being more particularly shown on a Plat by Dean H. Teasley Land Surveying, Inc., Georgia Registered Land Surveyor, dated September 16, 2015, for Dr. Ian M. King and Lisa B. King, recorded in Plat Book 34, Page 560, Hart County, Georgia, Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

Also conveyed herewith is a non-exclusive, perpetual easement over and across that 60' right of way known as Elizabeth Court which is particularly shown on the above-referenced plat. The purpose of said easement is to provide access to and from County Road No. 33.

The above-described property is conveyed subject to those certain Protective Covenants for Elizabeth Court Subdivision dated March 18, 2004, recorded at Deed Book 481, Pages 269-277; and that certain Declaration of Protective Covenants, Conditions and Restrictions and By-Laws for Elizabeth's Court of Hartwell HOA, Inc. dated February 24, 2009, recorded in Deed Book 629, Pages 384-392, Hart County, Georgia, Deed Records; and those matters set forth on the subdivision plat of survey for Elizabeth Court dated December, 20, 2002, recorded in Plat Book 21, Page 129, in the Office of the Clerk of Superior Court of Hart County, Georgia.

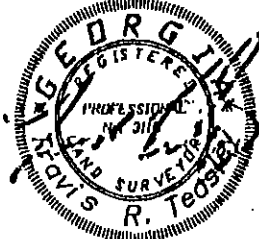
Subject to an Easement to Homes of Hartwell, LLC over and across subject property for maintenance, landscaping and for the placement or replacement of the Elizabeth Court Subdivision Entrance Sign. Said Easement being more particularly described in Warranty Deed dated June 11, 2004, from Homes of Hartwell, LCL to Jeffery H. Mathis and Lori L. Mathis, recorded in Deed Book 489, Page 761, Hart County, Georgia, Deed Records.

The above-described property is the same property conveyed by Warranty Deed (With Right of Survivorship) dated June 11, 2004, from Homes of Hartwell, LLC to Jeffery H. Mathis and Lori L. Mathis, recorded in Deed Book 489, Page 761, Hart County, Georgia, Deed Records; and Limited Warranty Deed dated June 15, 2012, from The National Bank of Georgia to Jeffery H. Mathis, recorded in Deed Book 707, Pages 35-36, Hart County, Georgia, Deed Records.

Course	Bearing	Distance
L1	N 79°28'40" E	113.18
C2	Rad: 10.00 Tan: 10.20 Chd: S 58°07'40" E	Arc: 15.90 CA: 91°07'21" 14.26
L3	S 12°12'15" E	99.47
L4	S 11°39'05" E	73.88
L5	S 11°39'05" E	31.35
L6	S 09°28'40" E	38.09
C7	Rad: 50.00 Tan: 15.47 Chd: N 77°22'05" W	Arc: 30.01 CA: 34°23'40" 29.57
L8	N 88°18'35" E	31.44

Field Survey Date:
September 18, 2015
Land Surveying Firm
C.O.A. - LS 000044
References:
PB 2-1/129

Property Address:
19 Queen Circle
Hartwell, GA 30843

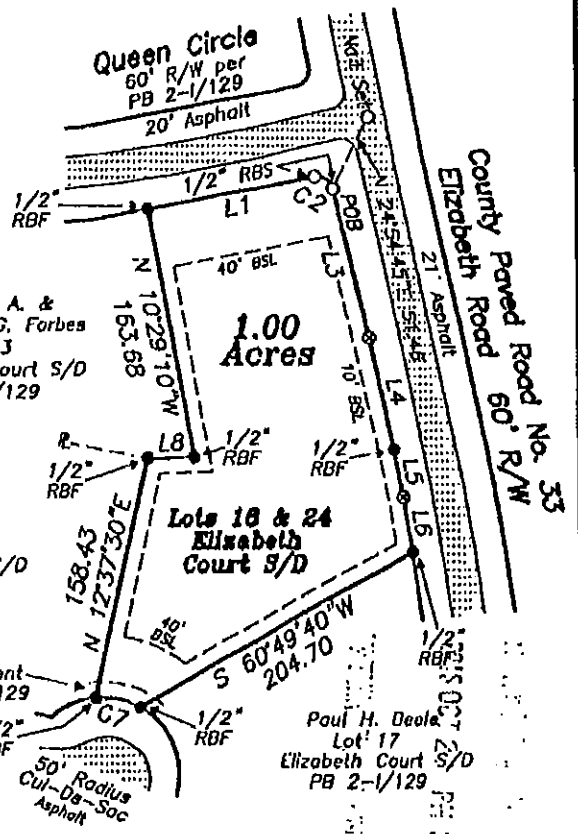


Charles A. &
Elizabeth G. Forbes
Lot 23
Elizabeth Court S/D
PB 2-1/129

Paul H. Deale
Lot 19
Elizabeth Court S/D
PB 2-1/129

Paul H. Deale
Lot 17
Elizabeth Court S/D
PB 2-1/129

10' Wide
Utility Easement
per PB 2-1/129



THIS PLAT REPRESENTS A BOUNDARY RETRACEMENT AND COMBINATION OF LOTS 18 AND 24 OF ELIZABETH COURT SUBDIVISION. LOT 18 IS KNOWN AS PARCEL NO. C70D 001 017 AND LOT 24 IS KNOWN AS PARCEL NO. C70D 001 023. SUBDIVISION PLAT IS PREVIOUSLY RECORDED IN PLAT BOOK 2-1 PAGE 129, HART COUNTY RECORDS.

ANY STREAMS OR WATERCOURSES ON THIS PROPERTY MAY BE SUBJECT TO STATE WATERS BUFFERS.

APPROVED IN ACCORDANCE WITH THE LAND DEVELOPMENT STANDARDS OF HART COUNTY HART COUNTY BOARD OF COMMISSIONERS

DATE 9/16/15

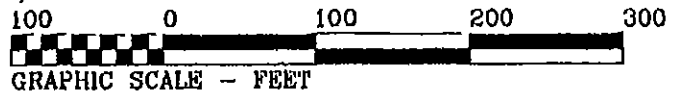
THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A TOPCON GPT 1003 & TDS NOMAD. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN OPEN-END FEET AND AN ANGULAR ERROR OF N/A SEC. PER ANGLE POINT AND WAS ADJUSTED USING NO RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN .90,832 FEET.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 100-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-8-87

Notes:

- 1) Property subject to any valid & enforceable Easements, Restrictions, & Rights-of-Way of Record.
- 2) Survey is valid only if print has original Seal & Signature of surveyor.
- 3) Surveyor has made no investigation or independent search for Easements of Record, Encumbrances, Restrictive Covenants, Ownership Title Evidence, or any other facts that an accurate title search may disclose.

- Legend:
- ⊙ = Point Only
 - = Iron Pin Set
 - = Iron Pin Foundation
 - RBF = Rebar Found
 - RBS = Rebar Set
 - R/W = Right of Way
 - POB = Point of Beginning
 - PB = Plat Book
 - DB = Deed Book
 - ⊞ = Property Line
 - ⊞ = Building Setback Line



SURVEY FOR:

Dr. Ian M. King & Lisa B. King

COUNTY: Hart G.M.D.: 1112 CITY: N/A STATE: Georgia

DATE: September 18, 2015 REVISIONS: N/A SCALE: 1"=100'

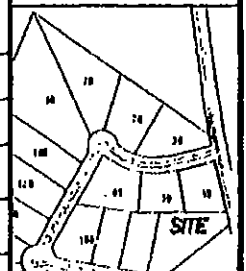
DEAN H. TEASLEY
LAND SURVEYING, INC.
GEORGIA & SOUTH CAROLINA REGISTERED LAND SURVEYOR

DRAWN BY: T. Teasley

PARTY CHIEF / CREW: TT/DT

CRD FILE:

LOCATION MAP:



RECORDED
481 PAGE 269-277
3-19-2004
W.L. ... Clerk

2004 MAR 24 PM 1:59

Con Brown
CLERK

STATE OF GEORGIA
COUNTY OF HART

PROTECTIVE COVENANTS FOR ELIZABETH'S COURT

THIS DECLARATION OF PROTECTIVE COVENANTS made and published this the 18th day of March, 2004, by PALLADIAN DEVELOPMENT CORP., hereinafter referred to as Declarant.

WITNESSETH:

THAT WHEREAS, said PALLADIAN DEVELOPMENT CORP. is the owner of that property shown on that certain plat entitled "Survey for Elizabeth's Court Subdivision" dated December 20, 2002, prepared by Hawknight & Associates, Inc. Registered Land Surveyor, and recorded in Plat Book 2C, Page 112, in the Office of the Clerk of the Superior Court of Hart County, Georgia; and

WHEREAS, it is to the interest, benefit, and advantage of said Palladian Development Corp. and to each and every person who shall hereafter purchase any numbered lots in said subject property, that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the land; and

WHEREAS, the said Palladian Development Corp. hereby specifically declares these Protective Covenants to be and made applicable to, and only to the property described in Exhibit A attached hereto and incorporated herein;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Palladian Development Corp. and each and every subsequent owner of any of the numbered lots in said subject property, said Palladian Development Corp. does hereby set up, establish, promulgate and declare the following protective covenants to apply to, and only to, each and all of said numbered lots in said subject property, and to all persons owning said lots, or any of them hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all

persons owning any such numbered lot (hereinafter "lot") under and through Palladian Development Corp. until 25 years from the date of recording of these protective covenants at which time said covenants may be extended or terminated in whole or in part as hereafter provided, to-wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used, except for residential purposes. Provided, however, in the event a single family residence is maintained as a model home for the purpose of marketing single family residences for sale on the subject property, said maintenance of a model home shall be a permitted use. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, constructed and maintained for the use and occupancy of a single family unit and private garage for not more than two cars and other outbuildings customarily used in connection with and incidental to a single family dwelling.

No residential structure may be relocated and placed on any lot.

2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a site plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the front line of the house, unless similarly approved. No fences shall be erected within 10 feet of any side, front, or rear lot lines without prior written approval from the Architectural Control Committee. Approval shall be as provided in Paragraph 23 below.

3. **DWELLING COST, QUALITY AND SIZE.**

(a) All one-story dwellings must contain a minimum of 1350 square feet of heated interior space and all two-story dwellings must contain a minimum of 1350 square feet of heated interior space.

(b) Each residence and other structures shall be constructed only of materials, and in colors, approved in writing by the Architectural Control Committee.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than 20 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 40 feet to the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

5. **COMMENCEMENT OF CONSTRUCTION/CONTRACTOR APPROVAL.** A lot owner shall commence construction of a single family residence on said owner's lot within two years

of the date of the purchase of same. In the event the Purchaser fails to commence construction as provided above, the Declarant shall have the right to repurchase said lot for the original sales price from said lot owner. This repurchase option shall be effective for six months following the failure to commence construction. The contractor chosen by a lot owner for construction shall be subject to the approval of the Architectural Control Committee.

6. **OUTBUILDINGS.** There shall be no outbuildings permitted without the approval of the Architectural Control Committee. An outbuilding shall not be approved unless said outbuilding is of the same style and quality as the single family residence located on the property where the said outbuilding is proposed to be located.

7. **FENCES.** No fences shall be permitted without the approval of the Architectural Control Committee. Chain link fences must have black coating; and no fence shall be taller than five (5) feet high. No fences shall be allowed in front or side yards.

8. **MAILBOXES.** The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of mail and newspaper boxes, if any, and of name signs on such boxes, as well as property identification markers and decorative hardware, whether attached to such mail-box, to any structure within the Lot or affixed or erected upon the grounds of the Lot. All mailboxes shall be cast iron, in style and shape approved, by the Architectural Control Committee.

9. **LANDSCAPING AND TREE REMOVAL.** An owner shall have the right to remove live trees for the sole purpose of constructing the dwelling and improvement in compliance with the approved construction plan and site plan described above. All other removal of live trees shall be subject to the approval of the Architectural Control Committee. All front yards shall be sodded with coverage of at least 2500 square feet of fescue. The aforementioned sodding shall be completed within 30 days from the completion of the construction of the single family residence located on a lot.

10. **BASEMENTS.** Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on said plat so recorded in said Clerk's Office in Plat Book 2C, Page 112.

11. **NOISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. **TEMPORARY STRUCTURES.** No structures of a temporary character shall be allowed to be placed on any lot. Provided, however, during the construction of dwellings on the subject property, construction trailers may be maintained.

13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on, upon, or in any lot.

14. ABOVE GROUND TANKS AND ANTENNAS. No exposed above ground tanks will be permitted on any lot for the storage of fuel, water, or for any other use. Television "dish" antennas shall not be permitted in the front yard of any lot and shall not be visible from the front yard of any lot. Antennas on a corner lot are required to be shielded from view from the side street. In any event, if antennas are allowed, they can only be placed in the rear yard, must be shielded from view, and must be approved by the Architectural Control Committee.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.

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

17. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All incinerators or other equipment for the storage or disposal of such material are prohibited.

18. SEWAGE DISPOSAL. Individual sewage-disposal system shall be permitted on any lot, provided such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health.

19. BOATS, CAMPERS, AND MOTOR HOMES. The parking of any boats, campers, and motor homes is prohibited unless same are parked in the rear yard on a concrete pad shielded from view from adjacent lots.

20. POOL COVERS. No pool covers shall be permitted which are higher than six inches above the swimming pool deck except by written authorization from the Architectural Control Committee.

21. CLOTHESLINES. No clotheslines shall be visible from the street.

22. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sign lines at elevations between two and six feet above the roadways shall be placed or

permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot which is within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

23. ARCHITECTURAL CONTROL COMMITTEE.

- a. Membership. The Architectural Control Committee is composed of Carl Burdette. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The Architectural Control Committee shall have the right to grant variances to these covenants provided that said grant is in writing and signed by a majority of the Architectural Control Committee.

- b. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

24. PROPERTY OWNER'S ASSOCIATION.

- a. The Declarant may elect to convey certain portions of the subject property and any other property which adjoins the subject property for the benefit of the lots in the subject property.
- b. In the event the Declarant elects to convey any property for the benefit of the lot owners, the Declarant shall create a not-for-profit property owner's association which shall hold title to said property for the benefit of the owners of lots. The Declarant shall have the right to the sole and exclusive control of the Association until 1000% of the lots in the subject property have been sold or otherwise conveyed to third parties.
- c. Every Owner of a Lot in Elizabeth Court shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically.

Notwithstanding the above, each Lot shall be entitled to one (1) vote in the Association.

d. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

25. ASSESSMENTS.

Assessments, not to exceed \$120.00 annually, against the Lot Owners shall be made to raise funds to pay the common expenses of the Property, and contribute a pro rata share of the maintenance of the common areas of Elizabeth Court and shall be governed by the following provisions:

(a) Liability. Each Lot Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Lot or Lots in accordance with the terms and provisions of this Declaration and Articles of Incorporation and By-Laws. In addition to exercising the remedies provided for herein, the Association may enforce such liability by an action at law to recover all amounts assessed against each unit owner in accordance with the provisions of this Declaration.

(b) Creation of the Lien and Personal Obligation for Assessment. Each owner of any Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessment which shall be fixed, established, and collected as herein provided; however, nothing contained herein shall be construed to obligate Declarant to pay assessments on lots prior to the sale of said Lots.

(c) Uniform Rate of Assessment. All annual assessments shall be fixed at a uniform rate for all Lots.

(d) Purpose. Assessments shall be levied against the Lot owners and the Lots to defray the common expenses of the Property. The common expenses of the Property shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include but not be limited to the following:

- (i) all expenses related to the maintenance and repair of the storm water detention facility located on the subject property;
- (ii) premiums for all insurance policies maintained by the Association;

(iii) the expenses of performing the maintenance, repair, renovation, restoration and replacement work which is the responsibility of the Association hereunder;

(iv) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and

(c) Collection. In addition to all other remedies provided by law, the Association may enforce collection of the assessments for which a Lot Owner is liable, together with all other amounts as may be owed by such Lot Owner to the Association, as hereinafter provided.

(i) In the event that any Lot Owner shall fail to pay any installment of any assessment levied against him within ten (10) days after such installment shall be due and payable and the payment of, and shall pay, in addition to the amounts so due the Association:

(ii) In the event that any Lot Owner shall fail to pay within five (5) days after the same shall be due, any amounts due and payable to the Association, such Lot Owner shall be liable for the payment of, and shall pay, in addition to the amounts so due the Association:

(a) A late charge equal to the Ten (\$10.00) Dollars or ten (10%) percent of the amount so due, whichever is the greater;

(b) Interest on the amount so due, and the aforesaid late charge appertaining thereto, from the date same were due and payable, at the rate of ten (10%) percent per annum, until paid;

(c) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and

(d) in the event the Association shall seek to foreclose its lien on the Lot of such owner, the fair rental value of the Lot from the time of the institution of suit until sale of the unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(iii) All sums lawfully assessed by the Association against any Lot Owner or Property Owner's Association Lot, whether for the share of the common expenses pertaining to that Lot, fines, or otherwise and all reasonable charges made to any Lot Owner or Lot for material furnished or services rendered by the Association at the Owner's request to or on behalf of the Lot Owner or Lot, shall, from the time the sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except:

(a) Liens for ad valorem taxes on the Lot;

(b) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or

(c) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the Lot. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessment shall be required.

(iv) The rights of a Lot Owner and all persons entitled to occupy the Lot of such owner, to use the common elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Lot owned by such owner shall remain unpaid; provided, however, that no such suspension shall deny any Lot Owner, or the occupants of any Lot, access to the Lot owned or occupied, nor cause any hazardous or unsanitary condition to exist.

26. **INSURANCE.** Insurance which shall be obtained by the Association shall be governed by the following provisions:

(a) **Types of Insurance.** The Association may obtain and maintain the following insurance policies:

(i) A comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other Lot Owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any Lot or other portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 for property damage, with a cross liability endorsement to cover the Lot Owners as a group and shall include protection for damage to the property of others.

27. **TERMS.** 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years 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.

28. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.


29. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

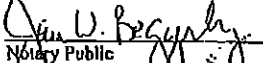
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under his seal on the 18th day of March, 2004.

PALLADIAN DEVELOPMENT CORP.

BY:  (SBAL)
CARL BURDETTE

Signed, sealed and delivered
in the presence of:


Witness


Notary Public
This the 18th day of March, 2004