



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



2021 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at: 0 Westwood Dr, 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 DISCLOSURE STATEMENT. In completing this Disclosure 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. SELLERS DISCLOSURES.

1. GENERAL:	YES	NO
(a) Is the Property vacant?	✓	
If yes, how long has it been since the Property has been occupied? <u>NEVER</u>		
(b) Is the Property or any portion thereof leased?		✓
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:		

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Jeanna Foley 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.

3. THE PROPERTY:	YES	NO
(a) How many acres are in Property? <u>836</u>		
(b) What is the current zoning of Property? _____		
(c) Will conveyance of Property exclude any mineral, oil, and timber rights?		<input checked="" type="checkbox"/>
(d) Are there any governmental allotments committed?		<input checked="" type="checkbox"/>
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?		<input checked="" type="checkbox"/>
EXPLANATION:		

4. SOIL, TREES, SHRUBS AND BOUNDARIES:	YES	NO
(a) Is there any fill dirt on Property?		<input checked="" type="checkbox"/>
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		<input checked="" type="checkbox"/>
(c) Is there now or has there ever been any visible soil settlement or movement?		<input checked="" type="checkbox"/>
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?		<input checked="" type="checkbox"/>
(e) Are there any drainage or flooding problems on Property?		<input checked="" type="checkbox"/>
(f) Are there any diseased or dead trees?	<input checked="" type="checkbox"/>	
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		<input checked="" type="checkbox"/>
EXPLANATION:		

5. TOXIC SUBSTANCES:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		<input checked="" type="checkbox"/>
(b) Has Property ever been tested for radon or any other environmental contaminants?		<input checked="" type="checkbox"/>
EXPLANATION:		

6. OTHER MATTERS:	YES	NO
(a) Have there been any inspections in the past year?		<input checked="" type="checkbox"/>
If yes, by whom and of what type? _____		
(b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?		<input checked="" type="checkbox"/>
(c) Have you received notices by governmental or quasi-governmental agency affecting Property?		<input checked="" type="checkbox"/>
(d) Are there any existing or threatened legal actions affecting Property?		<input checked="" type="checkbox"/>
(e) Is there any system or item on Property which is leased or which has a fee associated with its use?		<input checked="" type="checkbox"/>
(f) Are there any private or undedicated roadways for which owner may have financial responsibility?		<input checked="" type="checkbox"/>
(g) If Property is served by well water, is the well on Property?		<input checked="" type="checkbox"/>
(h) Has the Property been enrolled in a Conservation Use Program?		<input checked="" type="checkbox"/>
If yes, when was the Property enrolled? _____		
(i) Are there any other latent or hidden defects that have not otherwise been disclosed?		<input checked="" type="checkbox"/>
EXPLANATION:		

7. 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?		<input checked="" type="checkbox"/>
<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>		

8. UTILITIES:
Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property.
[The utilities listed below that are not checked do not serve Property.]
<input checked="" type="checkbox"/> Electricity
<input type="checkbox"/> Natural Gas
<input checked="" type="checkbox"/> Telephone
<input checked="" type="checkbox"/> Cable Television
<input checked="" type="checkbox"/> Garbage Collection
<input type="checkbox"/> Public Sewer
<input checked="" type="checkbox"/> Public Water
<input type="checkbox"/> Private/Well Water
<input type="checkbox"/> Shared Well Water
<input type="checkbox"/> Other _____

Additional pages are attached.

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

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

Seller: David Herbert Date: 4-21-2021
David Herbert

Seller: Sue Ellen Herbert Date: 4-21-2021
Sue Ellen Herbert

Additional Signature Page (F267) is attached.

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Additional Signature Page (F267) is attached.

FILED IN OFFICE
HART SUPERIOR COURT

2016 APR 12 PM 3:10

Frankie H. Gray
FRANKIE H. GRAY, CLERK

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

RECORDED
Book 791 Page 136-137
Date 4-12-2016
Frankie Gray, Clerk

Hart County, Georgia
Real Estate Transfer Tax
Pay 89.00
Date 4-12-2016
Frankie Gray, Clerk

WARRANTY DEED

State of Georgia,
County of Hart.

THIS INDENTURE, made and entered into on the 11th day of April, 2016, between

GINA M. TEMPLE F/K/A GINA E. MCLEROY

of 52 Lake Front Road, Canon, GA 30520, as party of the first part, hereinafter referred to as Grantor, and

DAVID HERBERT AND SUE ELLEN HERBERT

of 105 Wynstead Court, Milton, GA 30004, 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 lying and being in the 1112th G.M. District, Hart County, Georgia, and being known as Lot No. 2 of Westwood Subdivision, containing 0.836 acres, and being bounded, now or formerly as follows: On the North by property of the United States of America (Lake Hartwell Dam Reservoir Project) for a distance of 145.30 feet; on the East by Lot No. 1 of said subdivision for a distance of 305.35 feet; on the South by 60 foot right-of-way of Westend Drive (a.k.a Shea Drive) for a distance of 95.00 feet; and on the West by Lot No. 3 of said subdivision for a distance of 305.78 feet. Said lands are more particularly described in a plat of survey for Gina McLeroy dated March 27, 2007, prepared by Bauknight & Associates, Registered Land Surveyors, recorded in Plat Book 33, Page 663, Hart County, Georgia, Public Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this legal description.

This conveyance is made subject to restrictive covenants as shown in Deed Book 508, Page 443, Hart County, Georgia, Public Records, and all easements, rights-of-way for public roads and public utilities and governmental regulations affecting said described property.

The above-described property is the same property conveyed by Warranty Deed dated April 10, 2007, from Gerald L. Wicker and Deborah P. Wicker to Gina E. McLeroy, recorded in Deed Book 584, Pages 11-12, Hart County, Georgia, Deed Records.

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

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

Gina M. Temple (SEAL)
Gina M. Temple f/k/a Gina B. McLeary

Signed, sealed and delivered
In the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Comm. Expires:

(Notary Seal)



North 06 degrees 24 minutes East 60 feet to a point located at the Northeasternmost corner of the right of way of West End Drive; thence North 03 degrees 58 minutes East 305.6 feet to the point of beginning; and being more particularly shown and delineated on a plat of a survey prepared by A. M. Britt, Registered Land Surveyor, dated July, 1983, recorded in Plat Book 2-E, Page 3, in the Office of the Clerk of the Superior Court of Hart County, Georgia.

ALSO, ALL that lot or parcel of land, situated in the 1112th Georgia Militia District of Hart County, Georgia, and being known as LOT TWO (2) of WESTWOOD SUBDIVISION, and being bounded now or formerly substantially as follows: North by property of the United States of America (Lake Hartwell Dam Reservoir Project); East by property not designated on plat, but commonly known as Lot 1 of said Subdivision; South by the 60-foot wide right of way of West End Drive; and West by property not designated on plat, but commonly known as Lot 3 of said Subdivision; and being more particularly described as follows:

BEGINNING at a point situated at the Northwesternmost corner of the above described property at a common corner with Lot 3 of said Subdivision along the boundary of property of the United States of America, which point of beginning is situated South 85 degrees 52 minutes East 145 feet from United States of America Concrete Monument No. G-31-P-1; and running thence from said point of beginning South 85 degrees 52 minutes East 145 feet to a point; thence South 03 degrees 58 minutes West 305.6 feet to a point located at the Northeasternmost corner of the 60-foot wide right of way of West End Drive; running thence along the Northern boundary of the right of way of West End Drive North 83 degrees 36 minutes West 95 feet to a point; thence North 05 degrees 37 minutes West 306.2 feet to the point of beginning; and being more particularly shown and delineated on a plat of a survey prepared by A. M. Britt, Registered Land Surveyor, dated July, 1983, recorded in Plat Book 2-E, Page 3, in the Office of the Clerk of the Superior Court of Hart County, Georgia.

The above tracts are a part of those lands described in a Limited Warranty Deed from Betty H. Moore to Moore Family Investments, L.P. dated March 31, 1997, recorded in Deed Book 294, Pages 734-741, Hart County, Georgia Records; and by reference, said plat and deed are specifically incorporated herein and made a part of this description and conveyance.

The above described properties are conveyed subject to existing restrictive covenants of record, if any, road easements, and utility easements, as well as to the following restrictive covenants:

1. No dwelling of less than 1400 square feet of heated floor space on the first floor level shall be constructed on each lot. All dwellings shall be underplumbed with a continuous wall foundation.
2. No mobile home or modular home of any description (including, but not limited to industrialized buildings or systems-built homes of any description) shall be placed on either of the lots. All dwellings must be "stick-built" on the site.
3. No used lumber (except for interior decorative use) or old home, or any part thereof, shall be placed on either lot.
4. No concrete block dwelling or concrete block accessory building shall be constructed on either lot, except that concrete block may be used in the construction of a basement or foundation, provided same is veneered with a suitable material such as brick or stucco on the exterior.
5. No part of any dwelling, accessory building, appurtenance, or extra feature shall be constructed nearer than ten (10) feet from any side property line.
6. No temporary shacks, shanties, or outdoor toilets shall be constructed or placed on either lot.
7. No tents or campers shall be placed on either lot for longer than two (2) weeks in any one (1) year.
8. No chain link fence shall be constructed or placed on either lot.
9. No above-ground propane gas tank with a capacity of more than twenty (20) pounds shall be placed on either lot.
10. No animals, livestock, swine or poultry of any kind shall be raised, bred, or kept on either lot. Dogs, cats or other household pets may be kept provided that they are not

kept, bred or maintained for any commercial purpose or maintained in such a way as to be an annoyance or nuisance.

11. No noxious or offensive activity shall be carried on upon either lot, nor shall anything be done on either lot that may become an annoyance or nuisance to the neighborhood.

12. Other than those of the Developer of the subdivision, its successors and assigns, no advertising sign of any kind shall be displayed to the public view on vacant or unimproved lots, including, but not limited to, signs advertising the property for sale and signs used by a contractor or subcontractor to advertise the property during a construction period.

13. Only one (1) single family residence shall be constructed on each lot, and no lot shall be subdivided.

14. The lots shall be used for residential purposes only. Enforcement by any property owner in the subdivision or the Grantor and its successors and assigns shall be by proceedings at law or in equity, either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant, condition, reservation or restriction herein. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so or to claim damages therefor. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

15. There will be no bored or drilled wells placed on either lot. Water is presently supplied to the subdivision by the Water Department of the City of Hartwell for a fee plus possible tap-on charges, meter charges, and deposits as may be established by the water supplier.

16. Purchaser never has to build on the property. However, once building has begun, completion must be within one (1) year.

17. Grantor, its successors and assigns, reserves the right to pre-approve all building plans for aesthetic design and the builder.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the rights and title to the above described property unto the said Grantees, as hereinabove provided, against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

MOORE FAMILY INVESTMENTS, L.P. (SEAL)

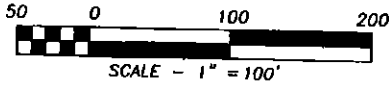
BY: James S. Moore, GP (SEAL)
James S. Moore, General Partner

[Signature]
Unofficial Witness

[Signature]
Notary Public, Hart County,
State of Georgia
My Commission Expires: 7-24-05
(NOTARY SEAL)

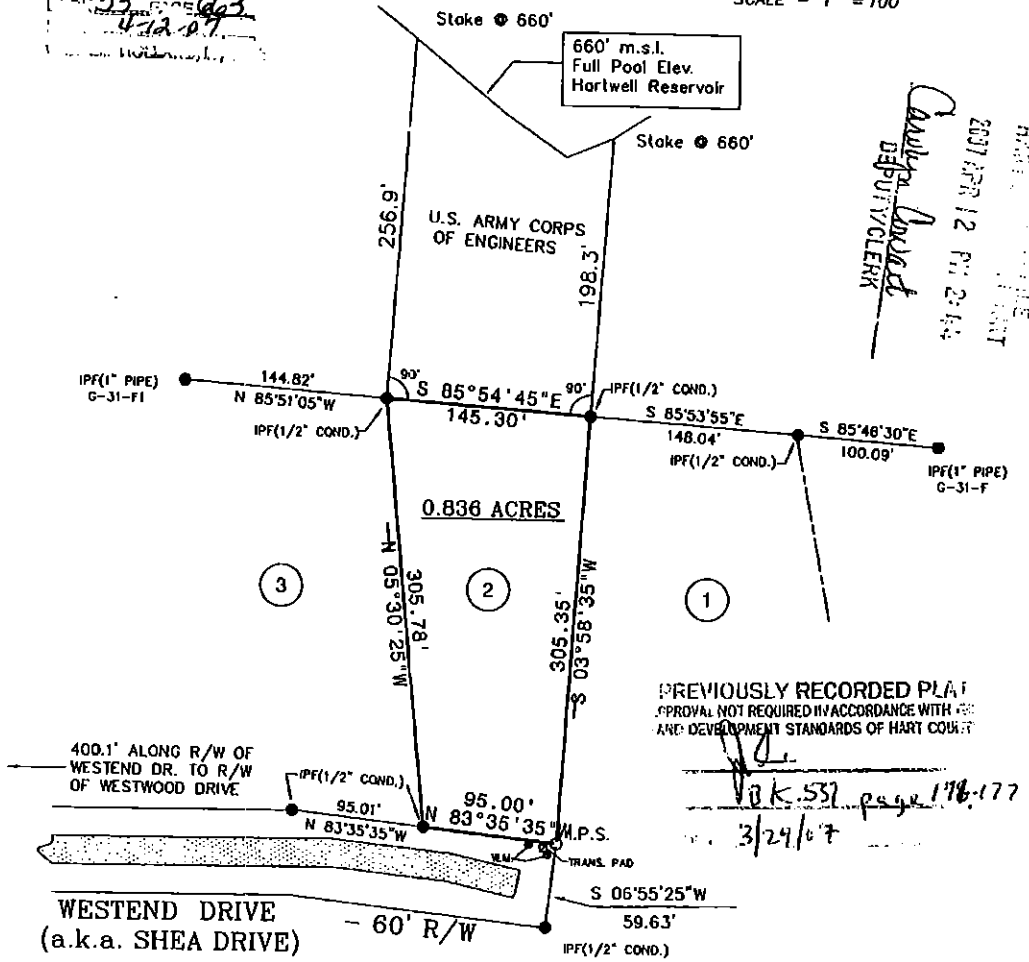


Plat



RECORDED
33
4-12-07

2007 APR 12 PM 2:44
C. A. B. B. B.
DEPUTY CLERK



PREVIOUSLY RECORDED PLAT
APPROVAL NOT REQUIRED IN ACCORDANCE WITH
AND DEVELOPMENT STANDARDS OF HART COUNTY

OK 5/31 page 176-177
3/29/07

- LEGEND:**
- ⊙ = POINT ONLY
 - = IRON PIN SET
 - = IRON PIN FOUND
 - IPF = 1/2" REBAR SET
 - IPF = IRON PIN FOUND
 - RBF = REBAR FOUND
 - CTF = CRIMP TOP PIPE FND.
 - OTF = OPEN TOP PIPE FND.
 - CMF = CONCRETE MONUMENT FND.
 - GMF = GRANITE MONUMENT FND.
 - AIF = ANGLE IRON FOUND
 - SPK = RAILROAD SPIKE SET
 - PKS = PK NAIL SET
 - O/S = OFFSET
 - ℄ = PROPERTY LINE
 - ⊕ = CENTERLINE
 - OP--- = OVERHEAD POWERLINE
 - S--- = SANITARY SEWER
 - P.O.B. = POINT OF BEGINNING
 - B.S. = BUILDING SETBACK

- NOTES:**
- 1) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - 2) 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 AND CURRENT TITLE SEARCH MAY DISCLOSE.
 - 3) BOUNDARY AND PROJECTION SURVEY OF LOT #2, WEST WOOD SUBDIVISION.

THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A NIKON D.T.M.
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN <10,000 FEET AND AN ANGULAR ERROR OF 2 SEC. PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN <100,000 FEET.

I HEREBY CERTIFY, THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

SURVEY FOR: **GINA McLEROY**

COUNTY: HART	G.M.D.: 1112	STATE: GEORGIA
DATE: MARCH 27, 2007	SCALE: 1" = 100'	PARTY CHIEF: P.O.
SURVEYED BY: BAUKNIGHT & ASSOCIATES, INC. W. SLATE BAUKNIGHT GEORGIA RLS # 2534 SOUTH CAROLINA RLS # 20471 109 NORTH JACKSON STREET HARTWELL, GA. 30643 706-376-5946 CALL TOLL FREE		DRAWN BY: W.S.B.
AARON P. BLOMBERG GEORGIA LSIT # 864 706-245-0927 1-888-376-5946		APPROVED BY: W.S.B.
		CRD FILE: 07107
		DWG FILE: 07107