



FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



2022 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: 90 Evelyns Way Hickwell, 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 (including providing to Buyer any additional documentation in Seller's possession), 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>2002</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.		✓



4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		✓
(b) Have any structural reinforcements or supports been added?		✓
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		✓
(d) Has any work been done where a required building permit was not obtained?		✓
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f) Have any notices alleging such violations been received?		✓
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?		✓
(b) Date of last HVAC system(s) service: _____		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(d) Is any portion of the heating and cooling system in need of repair or replacement?		✓
(e) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(f) Are any fireplaces decorative only or in need of repair?		✓
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓
(h) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, etc.)?		✓

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): _____ years		
(b) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(c) If the drinking water is from a well, give the date of last service: _____		
(d) 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? If yes, date of testing: _____		
(e) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(f) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? _____		
(g) Is the main dwelling served by a sewage pump?		✓
(h) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, give the date of last service: _____		✓
(i) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		✓
(j) Is there presently any polybutylene plumbing, other than the primary service line?		✓
(k) Has there ever been any damage from a frozen water line, splgot, or fixture?		✓

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>22</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?		✓
(e) Is there a shared driveway, alleyway, or private road servicing the Property?	✓	
EXPLANATION:		

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Are you aware of any wildlife accessing the attic or other interior portions of the residence?		✓
(b) Is there any damage or hazardous condition resulting from such wildlife intrusion; from insects (such as termites, bees and ants); or by fungi or dry rot?		✓
(c) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		✓
If yes, what is the cost to transfer? \$ _____ What is the annual 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 _____		
EXPLANATION:		

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

EXPLANATION:

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		✓
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		✓
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		✓
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		✓
(e) Is the Property subject to a threatened or pending condemnation action?		✓
(f) How many insurance claims have been filed during Seller's ownership? <u>None</u>		✓

EXPLANATION:

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

EXPLANATION:

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

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 providing 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
- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

Safety

- 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.

Porch furniture stays w/ owner

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

Coni G. Yeager

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
PURCHASE AND SALE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT " A "**



2022 Printing

This Exhibit pertains to that certain Property known as: 90 Evelyns Way, Hartwell, Georgia 30643.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND BUYER, AND THE BUYER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard [initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

Check box if additional pages of explanations are attached and incorporated herein.

(ii) CY Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller [initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:

(i) _____ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

(ii) CY Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment [initial all applicable sections below]:

(c) _____ Buyer has received copies of all information, if any, listed above.

(d) _____ Buyer has received the pamphlet *Protect Your Family from Lead In Your Home*

(e) Buyer has: [initial (i) or (ii) below]:

(i) _____ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Buyer being obligated under the Purchase and Sale Agreement); or

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).



REC'D BY 529-530
BOOK 435 PAGE 2-7-2003
V.L. "LARRY" HUBBARD, III, Clerk

FILED IN OFFICE
2003 FEB -7 AM 8:55

2003 FEB -7 AM 8:55

[Signature]
DEPUTY CLERK

r. HART County, Georgia
MAR -9-2003
2-7-2003
[Signature]
Clerk of Superior Court

[Space Above This Line For Recording Data]

Prepared by Eugene W. Harper, Jr., P.C., Attorney at Law, P.O. Box 538, Hartwell, Georgia 30643-0538
RETURN RECORDED DOCUMENT TO: Patricia Cantrell at above address
NO TITLE SEARCH MADE BY PREPARER OF THIS DOCUMENT

STATE OF GEORGIA,

JOINT TENANCY WARRANTY DEED

COUNTY OF HART.

This indenture made this 17th day of January, in the year of Our Lord Two Thousand One, between Cottage Village, LLC, a Georgia Limited Liability Company having offices in the County of Hart, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Theodore M. Yeager and Conl J. Yeager of the County of Hart, and State of Georgia, as parties of the second part, whose mailing address is 90 Evelyn's Way, Hartwell, GA 30643, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, That said Grantor, for and in consideration of the sum of ONE (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, set, alien, convey and confirm unto the said Grantees, as joint tenants with survivorship, as defined and created by Ga. Laws 1976, pp. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors, and assigns of the survivor, the following described property, to-wit:

ALL that lot or parcel of land, situated in the City of Hartwell in the 1112th Georgia Militia District of Hart County, Georgia, containing 0.231 acres, more or less, and being known and designated as REVISED LOT FIFTY-TWO (52) of PHASE I of THE COTTAGE VILLAGE AT SKELTON'S FOREST, and being more particularly shown and delineated on a plat of a survey prepared for Theodore M. and Conl J. Yeager by Bauknight & Associates, Inc., Registered Land Surveyors, dated December 13, 2002, recorded in Plat Book 2-I, Page 51, in the Office of the Clerk of the Superior Court of Hart County, Georgia; and by reference, said plat is specifically incorporated herein and made a part of this description and conveyance.

ALSO conveyed herein is the non-exclusive right of egress and ingress, in perpetuity, from said above described lot to the right of way of that public street known as Saliba Drive over, across, and upon the right of way of Evelyn's Way and of Village Drive, as shown on the aforementioned plat, as well as on a plat of a survey prepared by Bauknight & Associates, Inc., Registered Land Surveyors, dated June 18, 2001, recorded in Plat Book 2-H, Page 133, Hart County, Georgia Records.

THE ABOVE DESCRIBED LOT IS CONVEYED TOGETHER WITH MEMBERSHIP IN COTTAGE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., WITH ALL THE RIGHTS AND PRIVILEGES SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COTTAGE VILLAGE AT SKELTON'S FOREST (The Declaration) dated July 12, 2001 and recorded in Deed Book 384, Pages 265-277, Hart County, Georgia Records, as may be amended, to which membership is appurtenant to and shall not be separated from the lot.

THE LOT CONVEYED HEREBY IS INTENDED TO BE USED AND RESTRICTED TO USE AS A RESIDENCE, AND IS CONVEYED SUBJECT TO ALL RESTRICTIONS, EASEMENTS, LIMITATIONS, RESERVATIONS, AND OTHER CONDITIONS OF RECORD SET FORTH IN THE DECLARATION, AS MAY BE AMENDED, AS WELL AS IN THE BY-LAWS OF COTTAGE VILLAGE PROPERTY OWNERS ASSOCIATION, INC. OR ANY AMENDMENT THERETO, AND IS CONVEYED SUBJECT TO BUILDING SETBACK LINES SHOWN ON THE AFOREMENTIONED PLAT, AND EASEMENTS AND RIGHTS OF WAY FOR WATER LINES, SEWER LINES, GAS LINES, TELEPHONE LINES, CABLE LINES, AND OTHER UTILITIES.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances therein, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, as joint tenants with survivorship as defined above, the heirs, executors, and assigns of the survivor, forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the rights and title to the above described property to the said Grantee 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:

Unofficial Witness

Rebekah Ann Harris
Notary Public, Hart County,
State of Georgia
My Commission Expires: 10-11-05



COTTAGE VILLAGE, LLC

BY: Larry J. Torre
Larry J. Torre, Manager

(SEAL)

(SEAL)

