

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



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at:

4.06 Ac Tract B Reuben Rd (My Mtn) , Morganton Georgia 30560

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

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 (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is the Property vacant?	☒	☐	☐
If yes, how long has it been since Seller occupied the Property?	<u>Hand (not a dwelling)</u>		
(b) Is the Property or any portion thereof leased?	☐	☒	☐
2. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	☐	☐	☒
(b) Is the Property part of a condominium or community in which there is a homeowners' association?	☐	☒	☐
[IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].			
3. THE PROPERTY:			
(a) How many acres are in Property?	<u>4.06 acres</u>		
(b) What is the current zoning of Property?	<u>CR-10</u>		
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	☒	☐	☐
(d) Are there any governmental allotments committed?	☐	☐	☒
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	☐	☐	☒
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?	☒	☐	☐
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	☐	☒	☐
(c) Is there now or has there ever been any visible soil settlement or movement?	☐	☒	☐
(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?	☐	☐	☒
(e) Are there any drainage or flooding problems on Property?	☐	☐	☒
(f) Are there any diseased or dead trees?	☐	☐	☒
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	☐	☒	☐

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Mindy Allen, 253 Hwy 51SE, Suite B Blairsville GA 30512
Melinda Allen

Phone: (706)781-3030

Fax: 706-745-4925

Reuben Rd

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	Yes	No	Don't Know
5. TOXIC SUBSTANCES:			
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?			☒
(b) Has Property ever been tested for radon or any other environmental contaminants?		☒	
6. OTHER MATTERS:			
(a) Have there been any inspections in the past year?		☒	
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?		☒	
(c) Have you received notices by governmental or quasi-governmental agency affecting Property?		☒	
(d) Are there any existing or threatened legal actions affecting Property?		☒	
(e) Is there any system or item on Property which is leased or which has a fee associated with its use?			
(f) Are there any private or undedicated roadways for which owner may have financial responsibility?			
(g) If Property is served by well water, is the well on Property?		☒	
(h) Has the Property been enrolled in a Conservation Use Program?		☒	
If yes, when was the Property enrolled? _____			
(i) Are there any other latent or hidden defects that have not otherwise been disclosed?			<u>None known</u>
7. AGRICULTURAL DISCLOSURE:			
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.			
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.]			
☒ Electricity	☐ Public Sewer	<u>County Water is available. Line would need to be placed from future line to be placed.</u>	
☐ Natural Gas	☐ Public Water		
☐ Telephone	☐ Private/Well Water		
☐ Cable Television	☐ Shared Well Water		
☐ Garbage Collection	☐ Other _____		
9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]			
<u>(4a) The "dam" on the property has had fill dirt placed depending on the "dam area" and the water received seasonally.</u>			
☐ 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: Margaret Ford
Margaret Ford

Date: 1/17/2019

Seller: Dana A. Ford Griggs
Dana A. Ford Griggs

Date: 1/19/2019

☐ 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.

COMMUNITY ASSOCIATION FEES, DISCLOSURES
AND RELATED ISSUES ("DISCLOSURE")

EXHIBIT " _____ "



2019 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 4.06 Ac Tract B Reuben Rd (My Mtn), Morganton, Georgia 30560 ("Property").

1. **Directions for Filling Out This Disclosure.** Seller agrees to fill out this Disclosure accurately and completely to the best of Seller's knowledge and to promptly update and provide Buyer with a revised copy of this Disclosure up until Closing if new information is learned by Seller which materially changes the answers herein.

2. **General Disclosures.** Seller hereby discloses the following to the Buyer:

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become or have the right to become a member in the following type of community association ("Association"):

[Select all which apply. The section not checked shall not be a part of this Exhibit.]

- ☐ Mandatory Membership Condominium Association
☐ Mandatory Membership Homeowners Association
☐ Voluntary Membership Homeowners Association

B. IF PROPERTY IS A CONDOMINIUM UNIT.

If the Property is a condominium unit, the number of units in the condominium is as follows: 2014.

C. AGE RESTRICTIONS.

The Association in which the Property is located ☐ is OR ☒ is not age restricted?

If the Community is age restricted, occupancy is limited as follows:

- ☐ At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older ("Over 55 Exemption")
☐ All units are occupied by persons 62 or older ("62 and Older Exemption")

D. EXISTENCE OF MASTER ASSOCIATION.

In addition to the Association referenced above, there ☐ is OR ☒ is not a master association of which Buyer shall become a member or in which the Association is already a member.

E. CONTACT INFORMATION FOR ASSOCIATION:

Name of Association(s): _____
Contact Person / Title: _____
Property Management Company: _____
Telephone Number: _____
E-mail Address: _____
Mailing Address: _____
Website Address of Association: _____

3. **Information Regarding Who Pays Different Fees.**

A. DISCLOSURE REGARDING FEES.

Owners living in a mandatory membership community association have to pay certain ongoing fees, charges and assessments (collectively "Fees") to the association. Fee can and do increase over time and, on occasion, there may be the need for a special assessment. The risk of paying increased Fees is assumed by the buyer in living in a community with a mandatory membership association.

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B. AMOUNTS TO BE PAID BY SELLER.

- i. **ACCOUNT STATEMENT OR CLEARANCE LETTER:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS DISCLOSURE, SELLER AGREES TO PAY THE COST OF ANY ASSOCIATION ACCOUNT STATEMENT OR CLEARANCE LETTER ("CLOSING LETTER") INCLUDING ALL AMOUNTS REQUIRED BY THE ASSOCIATION OR MANAGEMENT COMPANY TO BE PRE-PAID IN ORDER TO OBTAIN SUCH CLOSING LETTER.
- ii. **Assessments and Special Assessments:** Seller agrees to pay: a) all Fees owing on the Property which come due before the closing so that the Property is sold free and clear of liens and monies owed to the Association; and b) any Transfer and Initiation Fees (as that term is defined below) which the Association designates are to be paid by the Seller. If a special assessment may be paid in installments without penalty over a period of time, those installments coming due before the date of Closing shall be paid by the Seller and those installments coming due after the Closing shall be paid by the Buyer.

C. AMOUNTS TO BE PAID BY BUYER.

- i. **Transfer and Initiation Fees:** Other than the amounts to be paid by Seller above, Buyer agrees to pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees which are referenced by a different name, other similar fees which are required to be paid to the Association and/or property management company as a one-time fee associated with the closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer and Initiation Fees"). Advance assessments due at closing for a period of time after closing, shall not be Transfer and Initiation Fees and are to be paid by Buyer. Move-in fees, including fees and security deposits to reserve an elevator, shall not be a Transfer and Initiation Fee and are to be paid by Buyer.

4. Fees to be Paid to the Association.

N/A (to my knowledge)

A. TRANSFER AND INITIATION FEES. [Select all which apply. The sections not checked shall not be a part of this Agreement. If a fee is not accurately disclosed below or is left blank, the Seller shall pay the difference between what was disclosed and the actual fee owing.]

Buyer will need to pay the following Transfer and Initiation Fees at Closing or as part of moving into the Association:

- ☐ Initiation Fee \$ _____ ;
☐ Transfer Fee \$ _____ ;
☐ New Account Fee \$ _____ ;
☐ Fee to Transfer Common Area Keys, Gate Openers, Fobs, Etc. \$ _____ ;
☐ Other Fee (Excluding Closing Letter Paid by Seller) _____ \$ _____ ; and
☐ Other Fee (Excluding Closing Letter Paid by Seller) _____ \$ _____ .

B. ANNUAL ASSOCIATION ASSESSMENTS.

- ☐ i. **Mandatory Membership Association:** Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently \$ _____ and is paid in _____ installments.
- ☐ ii. **Voluntary Membership Association:** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \$ _____ and paid in _____ installments.
- ☐ iii. **Master Association:** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be \$ _____ and shall be paid in _____ installments.
- ☐ iv. **Other Mandatory Billed Association Fees:** A fee for _____ is currently \$ _____ and is paid for in _____ installments

C. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES. The following services and amenities are included in the Association annual assessment: [Select all which apply. The sections not checked shall not be a part of this Agreement.]

Utilities for Property

- ☐ Gas
☐ Water
☐ Electric
☐ Heating
☐ Sewer

Services

- ☐ Concierge
☐ Gate Attendant
☐ Trash Pickup
☐ Road Maintenance
☐ Maintenance of Property
☐ Grounds
☐ Dwelling Exterior
☐ Common Area Maintenance

Amenities

- ☐ Pool
☐ Tennis
☐ Golf
☐ Clubhouse
☐ Playground
☐ Exercise Facility
☐ Equestrian Facility
☐ Marina/Boat Storage

Other

- ☐ Cable
☐ Pest Control
☐ Termite Control
☐ Fire Insurance on Property
☐ Flood Insurance on Property
☐ Common Area Insurance
☐ _____
☐ _____

D. SPECIAL ASSESSMENTS. *[Select all which apply. The sections not checked shall not be a part of this Agreement.]*

To the best of Seller's knowledge there ☐ is OR ☒ is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is *[Select all which apply. The sections not checked shall not be a part of this Agreement]:*

- ☐ already passed by the Association in the estimated amount of \$ _____ ;
- ☐ already passed by the Master Association in the estimated amount of \$ _____ ;
- ☐ under consideration by the Association in the estimated amount of \$ _____ ; or
- ☐ under consideration by the Master Association in the estimated amount of \$ _____ .

5. **Seller Warranty.** Seller warrants that Seller has accurately and fully disclosed all Transfer and Initiation Fees and Special Assessments to Buyer. If any of the fees and/or special assessments referenced in 4(A) and 4(D) are either not disclosed or increased from what is initially disclosed to Buyer above, then such increases or undisclosed fees and/or special assessments shall be paid by Seller. All Transfer and Initiation Fees paid by Seller pursuant to this paragraph are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

6. **Litigation/Violations.** There ☐ is or ☒ is not any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved.

If there is threatened or existing litigation, please summarize the same below:

Seller ☐ has or ☒ has not received any notice from the Association(s) referenced herein that Seller is in violation of any rule, regulation or covenant of the Association. If Seller has received such a notice of violation, summarize the same below and the steps Seller has taken to cure the violation.

7. **Consent of Buyer to Reveal Information to Association.** Buyer hereby authorizes Closing Attorney to reveal to the Association from whom the Closing Attorney is seeking a Closing Letter the Buyer's name and any contact information the Closing Attorney has on the Buyer such as telephone numbers, e-mail addresses, etc. The Closing Attorney may rely on this authorization.

Buyer's Initials: _____

Seller's Initials: _____