



SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



For property located at 495 WALDO ST, ATLANTA, Georgia, 2007 Printing together with all improvements thereon ("Property") 3/3/12

NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to prospective buyers material adverse facts relating to the physical condition of Property that may not be readily observable, disclosing historical information and past problems with Property, and identifying those fixtures/items that are included with the sale of Property. All questions are to be answered with respect to the above referenced Property.

IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES," SELLER SHALL EXPLAIN IN DETAIL IN THE "ADDITIONAL EXPLANATIONS OR IN DISCLOSURES" SECTION.

1. OCCUPANCY:

(a) Is Property vacant?

Yes	No	Don't Know
	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	

If yes, how long has it been since Seller occupied Property? _____

(b) Are there any leases, written or verbal, on Property or any part thereof?

2. SOIL, TREES, SHRUBS AND BOUNDARIES:

(a) Are there any landfills (other than foundation backfill), graves, mine shafts, trash dumps or wells (in use or abandoned) on Property?

(b) Is there any sliding, settling (other than normal settling), earth movement, sinkholes, upheaval, or earth stability/expansive soil problems?

(c) Are there any diseased or dead trees on Property?

(d) Are there any encroachments (known or recorded), leases, unrecorded easements, or boundary line disputes?

3. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:

(a) Is there any past or present damage to Property caused by infiltrating pests, termites, dry-rot, or other wood-destroying organisms?

(b) Is your Property currently under a transferable bond, warranty or other coverage for termites or other wood destroying organisms by a licensed pest control company?

If yes, check type of coverage: ☐ re-treatment and repair; or ☐ re-treatment

(c) Is there a cost to transfer the bond, warranty or other coverage?

If yes, what is the cost? \$ _____

(d) Is there a cost to maintain the bond, warranty or other coverage?

If yes, what is the annual cost? \$ _____

(e) Have any termite/pest control reports or treatments for Property been done in the last five (5) years?

(f) Does any dwelling or garage on Property have any untreated wood or exterior siding/cladding, such as rigid board insulation, foam plastic, synthetic stucco, hard coat stucco, wood or masonry siding (excluding brick), below grade or within six inches of finished grade?

4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:

(a) What year was the main residential dwelling constructed? approx. 1920

(b) Has there been any movement, shifting, settling (other than normal settling), cracking, deterioration, or other structural problems with any dwelling or garage on Property?

(c) Has there been any additional structural bracing, underpinning, or other structural reinforcement added to any dwelling or garage on Property?

(d) Are there any problems with driveways, walkways, patios, or retaining walls on Property?

(e) Have there been any additions, structural changes, or any other major alterations to the original improvements on the Property?

(f) Has there been any work done on the Property where required permits and/or approvals (public or private) were not obtained?

(g) Has any work been done to Property that was not in compliance with building codes or zoning regulations?

(h) Does any part of the exterior siding or cladding of any dwelling or garage on Property consist of synthetic stucco?

5. LEAD-BASED PAINT: Was any part of the residential dwelling on Property constructed prior to 1978?

☒ Yes ☐ Don't Know ☐ No

If you have answered "Yes" or "Don't Know" the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.

6. ROOF, GUTTERS AND DOWNSPOUTS:

- (a) Approximate age of roof: 10 years.
(b) Has the roof, or any part thereof, been repaired during Sellers ownership?
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters or downspouts?

Yes	No	Don't Know
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_____	<u>X</u>	_____
_____	<u>X</u>	_____

7. DRAINAGE, FLOODING AND MOISTURE:

- (a) Has there been any water leakage, water accumulation, or dampness within the basement, crawl space or other parts of the main dwelling at or below grade?
(b) Have any repairs been made to control any water or dampness problems in the basement, crawl space, or other parts of the main dwelling at or below grade?
(c) Is the Property or any improvements thereon located in a flood zone?
(d) Does water regularly stand on Property for more than one (1) day after it has rained?
(e) Has there been any past flooding on Property?
(f) Are there any problems with siding or exterior cladding, swelling, chipping, delaminating or retaining moisture?
(g) Does mold appear on interior heated and cooled portions of any dwelling on Property other than on the walls, floors or ceilings of showers, sinks, and bathtubs?

_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	_____	<u>X</u>
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____

8. PLUMBING RELATED ITEMS:

- (a) What is your drinking water source: ☒ public ☐ private ☐ well on property
(b) If your drinking water is from a well, has it been tested within the past twelve (12) months?
(c) Do you have a water softener, filter or purifier? If yes, ☐ leased ☐ owned
(d) What is the type of sewage system: ☒ public ☐ private ☐ septic tank
(e) Is the main dwelling served by sewage pump or lift system?
(f) Do you know if any septic tank or cesspool on Property has ever been professionally serviced? If yes, please give the date of last service: _____
(g) Do you know of any past or present leaks, backups, or other similar problems relating to any of the plumbing, water and/or sewage-related items?
(h) Is there any polybutylene plumbing, other than primary service line, on Property?

_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	<u>X</u>

9. OTHER SYSTEMS AND COMPONENTS:

- (a) What type of heating system(s) serve the main dwelling? ☒ gas ☐ electric ☐ water pump ☐ other
(b) What is the approximate age of heating system(s): _____ years
(c) What type of air conditioning system(s) serve the main dwelling? ☐ gas ☒ electric ☐ other
(d) What is the approximate age of air conditioning system(s) 7 years
(e) Is any portion of the main dwelling not served by a central or zoned heating and/or air conditioning system?
(f) How is water heated in the main dwelling? ☐ electric ☒ gas ☐ solar
(g) What is the approximate age of water heater: _____ years
(h) Does the main dwelling have aluminum wiring other than the primary service line?
(i) Is there any system or appliance which is leased or for which the buyer must pay a transfer fee to continue to use? If yes, what is the transfer fee? \$ _____
If yes, what is the current use fee to be paid by the Buyer? \$ _____
(j) Are any fireplaces not working or in need of repair?
(k) When was each fireplace, wood stove or chimney/flue last cleaned? Date(s): _____

_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
<u>X</u>	_____	_____

10. TOXIC SUBSTANCES:

- (a) Are there any underground tanks, toxic or hazardous substances on Property (structure or soil) such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or other environmental contaminants?
(b) Has Property ever been tested for radon, lead, mold or any other potentially toxic substances?

_____	<u>X</u>	_____
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11. COVENANTS, FEES AND ASSESSMENTS:

- (a) Is Property part of a condominium, community association or subject to covenants, conditions and restrictions (CC & Rs)?
(b) Is there a mandatory community association fee or assessment? If yes, what is the amount? \$ _____ per _____. Is there an initiation fee? If yes, what amount? \$ _____.
(c) Are there any recreational facilities in the community for which the obligation to pay and the right to use are optional? If yes, please describe the nature of the facilities and the optional fee or charge. _____
(d) In purchasing Property, will any initiation, transfer, or other similar fee be owed to the Association? If yes, what is the amount? \$ _____.
(e) Are there any special assessments approved by but yet not owing or due to a community Association that are not yet owed or due?

_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____
_____	<u>X</u>	_____

12. OTHER MATTERS:

- (a) Have there been any inspections of Property in the past year?
If yes, by whom and of what type? _____
- (b) Does Property contain any building products which are or have been the subject of class action lawsuits, litigation or legal claims alleging that the product is defective?
If yes, please identify the product or products and the general location of each on Property: _____
- (c) Is there or has there been in the past any litigation involving Property or any improvement therein alleging negligent or improper construction defects, termites, and/or title problems?
- (d) Has there been any award or payment of money in lieu of repairs for such a defective building product?
- (e) Has any release been signed that would limit a future owner from making any claims in connection with Property?
- (f) Has there been any fire, flood or wind damage which required repairs to Property in excess of \$500.00?
- (g) Approximately how many insurance claims have been filed on Property since you owned it? _____
- (h) Are any fixtures or appliances included in the sale in need of repair?
- (i) Have any repairs been made to the electrical, plumbing, or heating and air condition systems, or any part thereof?
- (j) Was any dwelling on Property or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?

Yes	No	Don't Know
	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	
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	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	

13. FIXTURES/ITEMS: (Check (✓) only those fixtures/items below that are included in the sale of Property. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such fixtures/items checked are included in the sale of Property. Those fixtures/items listed below that are not checked shall not be included in the sale of Property.

- ☐ Air Conditioning Window Unit
- ☐ Air Purifier
- ☒ Alarm System (Burglar)
- ☐ Leased ☒ Owned
- ☐ Alarm System (Smoke/Fire)
- ☐ Leased ☐ Owned
- ☐ Arbor
- ☒ Attic Fan (Whole House Fan)
- ☒ Attic Ventilator Fan
- ☐ Awning
- ☐ Basketball Post & Goal
- ☐ Built-In ☐ Free Standing
- ☐ Birdhouses
- ☐ Boat Dock
- ☐ Carbon Monoxide Detector
- ☐ Ceiling Fan
- ☐ Chandelier
- ☒ Closet Shelving System
- ☐ Built-In ☐ Free Standing
- ☐ Dehumidifier
- ☐ Built-In ☐ Free Standing
- ☒ Dishwasher
- ☒ Built-In ☐ Free Standing
- ☐ Dog House
- ☒ Door & Window Hardware
- ☒ Dryer
- ☐ Gas ☐ Electric
- ☐ Fence (Invisible)
- ☐ Fence Pet Collar
- ☒ Fireplace *Decorative*
- ☐ Gas Logs
- ☐ Screen/Door
- ☐ Wood Burning Insert
- ☐ Flag Pole

- ☐ Garage Door Opener
- ☐ Remote Control
- ☒ Garbage Disposal
- ☐ Gas Grille
- ☐ Built-In ☐ Free Standing
- ☐ Gazebo
- ☐ Hot Tub
- ☐ Humidifier
- ☒ Ice Maker
- ☒ Built-In ☐ Free Standing
- ☐ Intercom
- ☐ Jetted Tub
- ☐ Landscaping Lights
- ☒ Light Fixtures
- (Except Chandeliers)
- ☒ Mailbox
- ☐ Microwave Oven
- ☐ Built-In ☐ Free Standing
- ☐ Mirror (Attached)
- ☒ Outbuilding
- ☒ Outdoor Bench
- ☐ Playhouse
- ☐ Porch swing
- ☐ Propane Gas Tanks
- ☐ Above ground ☐ Buried
- ☐ Leased ☐ Owned
- ☐ Radio (Built-In)
- ☒ Refrigerator
- ☐ Satellite Dish/Receiver
- ☐ Sauna
- ☐ Septic Pump
- ☐ Shelving Unit & System
- ☐ Built-In ☐ Free Standing
- ☒ Shower Head/Sprayer
- ☒ Smoke Detector
- ☒ Battery Operated ☐ Hard Wired

- ☐ Speakers (Built-In)
- ☐ Sprinkler System
- ☐ Statuary
- ☒ Stepping Stones
- ☒ Storage Building
- ☒ Stove
- ☒ Gas ☐ Electric
- ☐ Built-In ☐ Free Standing
- ☐ Sump Pump
- ☐ Surface Unit Cook Top
- ☐ Gas ☐ Electric
- ☐ Swimming Pool
- ☐ Above Ground
- ☐ Swimming Pool Equipment
- (List below)
- ☐ Swing Set
- ☒ Switch Plate Covers
- ☒ Telephone Jacks/Wires
- ☐ Television Antenna
- ☒ Television Cable/Jacks
- ☒ Thermostat (Programmable)
- ☐ Trash Compactor
- ☐ Built-In ☐ Free Standing
- ☐ Tree House
- ☐ Trellis
- ☐ Vacuum System (Built-In)
- ☐ Vacuum Attachments
- ☒ Vent Hood
- ☒ Washing Machine
- ☐ Water Purification System
- ☐ Water Softener System
- ☐ Weather Vane
- ☐ Well Pump
- ☒ Window Screens
- ☒ Window Treatments
- ☐ Wine Cooler

Other fixtures/items included in the sale of Property shall be: _____

Other fixtures/items not included in the sale of Property shall be: _____

The common law of fixtures shall apply to fixtures not addressed herein. Those fixtures/items that are not included in the sale of Property shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such fixtures/items not timely removed. In removing all fixtures/items, Seller shall use reasonable care to prevent damage and, if necessary, to restore Property to its original condition.

14. **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? ☐ Yes ☐ No ☒ Don't Know

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.

15. **ADDITIONAL EXPLANATIONS OR DISCLOSURES:**

☐ MARK BOX IF ADDITIONAL PAGES ARE ATTACHED.

SELLER'S REPRESENTATION:

To the best of Seller's knowledge and belief, the information contained in this Seller's Property Disclosure Statement is accurate and complete as of the date signed by Seller. It should not be a substitute for Buyer inspecting Property or obtaining any warranties with regard to Property that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this Seller's Property Disclosure Statement to prospective buyers of Property and to real estate Brokers and their affiliated Licensees. **Seller agrees to promptly update this Seller's Property Disclosure Statement and to provide any Buyer and Broker with a revised copy of the same if there are any material changes in the answers to the questions contained herein.**

Is each individual named below a U.S. Citizen or resident alien?

☒ Yes ☐ No

Has each individual named below been a Georgia resident for the past two years?

☒ Yes ☐ No

Has Property been Seller's primary residence for at least two of the last five years?

☒ Yes ☐ No

Seller: Clare M.

Date: 6/1, 2009

Seller: _____

Date: _____, 20____

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

I acknowledge receipt of this Seller's Property Disclosure Statement. I understand that, except as stated in the Purchase and Sale Agreement, Property is being sold in its present condition, without warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of Property are being relied upon by Buyer except as disclosed herein or stated in the Purchase and Sale Agreement.

Buyer: _____

Date: _____, 20____

Buyer: _____

Date: _____, 20____



LEAD-BASED PAINT EXHIBIT " _____ "





2007 Printing

This Exhibit is part of the Agreement with an Offer Date of the _____ day of _____, 20____ for the purchase and sale of that certain Property known as: _____, Georgia.




1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser 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.


2. Seller's/Lessor's Disclosure. [Seller/Lessor to initial section A and B below]

- 
Seller/Lessor
Initials
- A. Presence of lead-based paint and/or lead paint hazard (check one below):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):
☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 
Seller/Lessor
Initials
- B. Records and Reports available to the Seller/Lessor (check one below):
☐ Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):
☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Lessee's Acknowledgment. [Buyer/Lessee to initial section C, D, and E below]

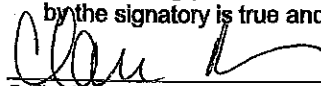
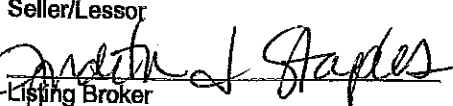
- 
Buyer/Lessee
Initials
- C. Buyer/Lessee has received copies of all information listed above.
- 
Buyer/Lessee
Initials
- D. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home".
- 
Buyer/Lessee
Initials
- E. Buyer/Lessee has (check one below):
☐ 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; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker's Acknowledgment. [Broker to initial below]

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Broker's Initials
- F. Broker has informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

3. Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

 Seller/Lessor	_____	Date	_____	Buyer/Lessee	_____	Date	_____
Seller/Lessor	_____	Date	_____	Buyer/Lessee	_____	Date	_____
 Listing Broker	_____	Date	_____	Selling/Leasing Broker	_____	Date	_____

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.