

# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT " "



2013 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:

473 Lytle Avenue, ATLANTA

Georgia 30316. 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 Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "other" 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.

#### 1. OCCUPANCY:

- (a) Is the Property vacant? 1 month
- If yes, how long has it been since Seller occupied the Property?
- (b) Is the Property or any portion thereof leased?

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

#### 2. SOIL, TREES, SHRUBS AND BOUNDARIES:

- (a) Are there now or have there been any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned) on the Property?
- (b) Is there now or has there been any soil movement, subsidence, settlement, upheaval, or erosion?
- (c) Are there presently any diseased or dead trees on the Property?
- (d) Are there presently any encroachments onto the Property, unrecorded easements affecting the Property or boundary line disputes with a neighboring property owner?
- (e) Do any of the improvements on the Property encroach onto a neighboring property?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

- (a) Is there now or has there been any damage to the Property caused by squirrels, mice, possums or other infiltrating animals; termites; bees, ants and other insects, fungi and dry-rot; or other wood-destroying organisms?
- (b) Is the Property presently under a transferable bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?  
If yes, company name/contact: Alexander Pest Co. / 770-448-9696  
Check type of coverage: ☒ re-treatment and repair; ☐ re-treatment; or ☐ periodic inspections only.
- (c) Is there a cost to transfer the bond, warranty or service contract?  
If yes, what is the cost? \$ \_\_\_\_\_
- (d) Is there a cost to maintain the bond, warranty or service contract?  
If yes, what is the annual cost? \$ 194.00 Renewal Date Jan 1, 2014
- (e) Have any termite/pest control reports or treatments been done on or to the Property in the last five (5) years?
- (f) Is there any exterior untreated wood, hard coat stucco, rigid board insulation, plastic foam or siding or cladding (other than stone, brick or concrete) in contact with the soil or within six inches of the finished grade?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	Yes	No	Don't Know
(f) What is the approximate age of the primary air conditioning system(s) <u>12</u> years			
(g) How is the hot water heated in the main dwelling? <input checked="" type="checkbox"/> gas <input type="checkbox"/> electric <input type="checkbox"/> solar			
(h) Is any water heater tankless?		<input checked="" type="checkbox"/>	
(i) What is the approximate age of the primary water heater: <u>4</u> years		<input checked="" type="checkbox"/>	
(j) Does any dwelling or garage have aluminum wiring other than in the primary service line?		<input checked="" type="checkbox"/>	
(k) 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? \$ _____		<input checked="" type="checkbox"/>	
(l) Are any fixtures or appliances included in the sale in need of repair or replacement?			<input checked="" type="checkbox"/>
(m) Are any fireplaces presently not working, decorative only or in need of repair?			
(n) When was each fireplace, wood stove or chimney/flue last cleaned? Date(s): <u>2002</u>			
(o) Is any part of the exterior surface of any dwelling or garage on the Property presently constructed of synthetic stucco?		<input checked="" type="checkbox"/>	
(p) Are there now or have there been any problems with siding or exterior building surfaces swelling, chipping, cracking, delaminating or retaining moisture?		<input checked="" type="checkbox"/>	
(q) Are any windows designed to be operable, painted shut or fail to open and close?	<input checked="" type="checkbox"/>		
(r) Was any of the drywall used in the Property made in China and/or have a foul smelling odor?			<input checked="" type="checkbox"/>
<b>10. ENVIRONMENTAL/HEALTH/SAFETY CONCERNS:</b>			
(a) Are there now or have there been any underground tanks or toxic or hazardous substances such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or other environmental contaminants on or in the Property?			<input checked="" type="checkbox"/>
(b) Has the Property ever been used for production of Methamphetamine ("Meth")?		<input checked="" type="checkbox"/>	
(c) Has the Property ever been tested for radon, lead, mold or any other potentially toxic substances?		<input checked="" type="checkbox"/>	
(d) Is there now or has there been any mold on interior heated and cooled portions of any dwelling on the Property other than on the walls, floors or ceilings of showers, sinks, and bathtubs?		<input checked="" type="checkbox"/>	
(e) Are there any exterior doors which either do not lock or for which the key has been lost?		<input checked="" type="checkbox"/>	
<b>11. LITIGATION AND INSURANCE:</b>			
(a) Does the 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?		<input checked="" type="checkbox"/>	
(b) Is there now or has there been any litigation involving the Property or any improvement therein alleging negligent or improper construction, defects, termites, and/or title problems?		<input checked="" type="checkbox"/>	
(c) Has there been any award or payment of money in lieu of repairs for such a defective building product?		<input checked="" type="checkbox"/>	
(d) Has any release been signed that would limit a future owner from making any claims in connection with Property?		<input checked="" type="checkbox"/>	
(e) Has there been any fire, flood or wind damage which required repairs to Property in excess of \$500.00?		<input checked="" type="checkbox"/>	
(f) Has there been any insurance claims filed on Property since you owned it? If yes, how many? _____		<input checked="" type="checkbox"/>	
<b>12. OTHER MATTERS:</b>			
(a) Have there been any inspections of the Property in the past year? If yes, by whom and of what type? <u>Annual termite Check/Bond</u>	<input checked="" type="checkbox"/>		
(b) Was any dwelling on the Property or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		<input checked="" type="checkbox"/>	
(c) Is any portion of the main dwelling a mobile, modular or manufactured home?		<input checked="" type="checkbox"/>	
(d) Has the Property been designated as historic or in a historic district where modifications and additions are limited?		<input checked="" type="checkbox"/>	
(e) Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?		<input checked="" type="checkbox"/>	
<b>13. COVENANTS, FEES AND ASSESSMENTS:</b>			
Is the Property part of a condominium, community association or subject to a Declaration of Covenants, Conditions and Restrictions (CC & Rs) or other similar restrictions?			
<b>[IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].</b>			
		<input checked="" type="checkbox"/>	

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, shall restore the area where the fixture/item has been removed to its original condition.

**SELLER'S REPRESENTATION REGARDING SELLER'S 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: John C. Colley

Date: 01/30/2013

Seller: Regina B. Colley

Date: 1-30-13

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

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

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

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F50, Seller's Property Disclosure Statement Exhibit, Page 5 of 5, 01/01/13

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This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale or lease of that certain Property known as: 473 Lytle Avenue, ATLANTA, Georgia 30316.

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

Every purchaser or tenant 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 or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller's or Landlord's possession and notify the Buyer or Tenant 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/Landlord's Disclosure.**

JCC/RBC  
Initials of Seller / Landlord

**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/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**B. Records and Reports available to the Seller/Landlord [check one below]:**

☐ Seller/Landlord has provided the Buyer/Tenant 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/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**3. Buyer's/Tenant's Acknowledgment.**

\_\_\_\_\_  
Initials of Buyer / Tenant

**A. Buyer/Tenant has received copies of all information, if any, listed above.**

**B. Buyer/Tenant has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".**

**C. Buyer/Tenant 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.

**4. Broker's Acknowledgment.**

AMF  
Initials of Broker or Licensee of Broker

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

**5. 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.

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Selling/Leasing Broker Date

John C. Colley  
\_\_\_\_\_  
Seller/Landlord

01/30/2013  
\_\_\_\_\_  
Date

Regina B. Colley  
\_\_\_\_\_  
Seller/Landlord

1-30-13  
\_\_\_\_\_  
Date

[Signature]  
\_\_\_\_\_  
Listing Broker

1/30/13  
\_\_\_\_\_  
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/Tenant" shall mean either a Buyer or a Tenant or both as the context may indicate.**

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