

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



2008 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 0 Hidden Hollow Dr, Gainesville, Georgia 30606

NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to a buyer all known material or adverse facts relating to the physical condition of Property that are not readily observable. All answers 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 FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH.**

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

1. SOIL, TREES, DRAINAGE AND BOUNDARIES:

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| (a) Is Property vacant?
If yes, how long has it been since Seller occupied Property? <u>NEVER</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Are there any leases, written or verbal, on Property or any part thereof? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Is there any fill dirt on Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Is there or will there be any landfill on Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Are there mine shafts or wells (in use or abandoned)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) Is there any sliding, settling (other than normal settling), earth movement, upheaval or earth stability/expansive soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Is Property or any part thereof located in a flood zone? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| (h) Are there any drainage or flooding problems on Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| (i) Are there any diseased or dead trees? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) Are there any encroachments, boundary line disputes, leases or unrecorded easements? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. 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, benzene, radon, or other environmental contaminants? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Has Property ever been tested for radon or any other environmental contaminants? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3. THE PROPERTY:

- | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|
| (a) How many acres are in Property? <u>5.4</u> | | | |
| (b) What is the current zoning of Property? <u>PUD</u> | | | |
| (c) Will conveyance of Property exclude any mineral, oil and timber rights? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Are there any governmental allotments committed? | <input type="checkbox"/> | <input type="checkbox"/> | <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 type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

4. COVENANTS, FEES AND ASSESSMENTS:

- | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|
| (a) Is, or will, Property be part of a community association? | | | |
| (b) Is or will it be subject to covenants, conditions and restrictions (CC & Rs)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Is there a mandatory membership Association Fee?
If yes, what amount? \$ _____ per _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there an initiation fee? If yes, what amount? \$ _____ | | | |
| (d) Are there any special assessments approved by but yet not owing or due to the Association?
If yes, what amount \$ _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

5. OTHER MATTERS:

- | | | | |
|--|--------------------------|-------------------------------------|--------------------------|
| (a) Have there been any inspections of Property in the past year? | | | |
| (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Have you received notices by governmental or quasi-governmental agency affecting Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Are there any existing or threatened legal actions affecting Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Is there any system or item on Property which is leased or which has a fee associated with its use? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) Are there any private or undedicated roadways for which owner may have financial responsibility? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) If Property is served by well water, is the well on Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

6. AGRICULTURAL DISCLOSURE:

Is the subject 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 forestland 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 the 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.

7. 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
- Natural Gas
- Telephone
- Cable Television
- Garbage Collection
- Public Sewer
- Public Water
- Private/Well Water
- Shared Well Water
- Other _____

8. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]

MARK BOX IF ADDITIONAL PAGES ARE ATTACHED

9. SELLER'S REPRESENTATION:

In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with respect to the condition of the Property is accurate and complete as of the date signed by Seller. It is not a substitute for any inspections or warranties that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this information to prospective buyers of Property and to Brokers. Seller agrees to promptly update this LowLand Disclosure Statement and provide any Buyer and Brokers 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: Chris Date: 6/16/09
Seller: _____ Date: _____

10. RECEIPTS AND ACKNOWLEDGMENT OF BUYER:

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

Buyer: _____ Date: _____
Buyer: _____ Date: _____



COMMUNITY ASSOCIATION DISCLOSURE
EXHIBIT " _____ "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 0 Hidden Hollow Dr., Daineville, Georgia 30506

A. TYPE OF ASSOCIATION.

Seller hereby discloses to Buyer that, in purchasing the Property, Buyer will either become a mandatory member or have the opportunity to become a voluntary 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. EXISTENCE OF MASTER ASSOCIATION

Seller also discloses to Buyer that 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.

C. CONTACT INFORMATION FOR ASSOCIATION: (Name, Address, Telephone Number, etc., where Association Dues are Sent by Seller)

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

- 1. Mandatory Membership Association. Buyer acknowledges that 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.
- 2. 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.
- 3. 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.

E. INITIATION FEE.

Any Association initiation fee, membership fee, transfer fee or other similar fee or charge (hereinafter collectively referred to as "Initiation Fee") shall be paid by the Buyer. To the best of Seller's knowledge, there is OR is not an Initiation Fee. If there is an Initiation Fee, the estimated amount of the Initiation Fee is \$ _____ and is due _____.

F. ACCOUNT STATEMENT LETTER.

Any letter from the Association confirming whether assessments or other amounts are owed on the Property shall be paid by the Buyer OR Seller, if Seller is paying for the Account Statement Letter, the payment shall be in addition to the items paid by Seller at Closing set forth in the Agreement.

G. 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 \$ _____.



H. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES: (Select all which apply. The sections not checked shall not be a part of this Agreement).

The following services and amenities are paid for by the Association from the annual assessment:

- | <u>Utilities for Property</u> | <u>Services</u> | <u>Amenities</u> | <u>Other</u> |
|-----------------------------------|--|--|---|
| <input type="checkbox"/> Gas | <input type="checkbox"/> Concierge | <input type="checkbox"/> Pool | <input type="checkbox"/> Cable |
| <input type="checkbox"/> Water | <input type="checkbox"/> Gate Attendant | <input type="checkbox"/> Tennis | <input type="checkbox"/> Pest and Termitte Control |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Trash Pickup | <input type="checkbox"/> Golf | <input type="checkbox"/> Fire Insurance on Property |
| <input type="checkbox"/> Heating | <input type="checkbox"/> Road Maintenance | <input type="checkbox"/> Clubhouse | <input type="checkbox"/> Common Area Insurance |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Maintenance of Property | <input type="checkbox"/> Playground | |
| | <input type="checkbox"/> Grounds | <input type="checkbox"/> Exercise Facility | |
| | <input type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Equestrian Facility | |
| | <input type="checkbox"/> Common Area Maintenance | <input type="checkbox"/> Marina/Boat Storage | |

I. ADDITIONAL FEES FOR SERVICES AND FACILITIES.

If any of the above-referenced services and amenities require the payment of an additional fee to receive the service or use the amenity, please specify the service and / or amenity below and the fee for using (or receiving) the same:

J. NO WARRANTY.

The information in this exhibit is deemed accurate but is not guaranteed. Buyer should contact the Association to confirm what assessments and fees Buyer will owe if Buyer purchases the Property and the services and amenities that will be available to Buyer in living in the community.

Buyer's Initials: _____

Seller's Initials: CS _____

BUYER IS NOT REQUIRED TO BE PART
OF ESTABLISHED HOA.

CS _____