

# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT " \_\_\_\_\_ "



2024 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: 210 Whittingham Court Rosewell, Georgia, 30075). 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 (hereinafter, collectively "Knowledge");
- (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 or has not recently occupied the Property, 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 it 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. In other words, if a Seller answers "no" to a question, it means Seller has no Knowledge whether such condition exists on the Property. As such, Seller's answers should not be taken as a warranty or guaranty of the accuracy of such answers, nor a substitute for Buyer doing its own due diligence.

**C. SELLER DISCLOSURES.**

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? _____		
(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?		
<b>EXPLANATION:</b>		

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.		
<b>EXPLANATION:</b>		

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 manufactured prior to 1987? FES, 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.)?		
(i) Are there any remotely accessed thermostats, lighting systems, security camera, video doorbells, locks, appliances, etc. servicing the Property?		

**EXPLANATION:**

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): _____ years		
(b) What is the drinking water source: <input 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 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, spigot, or fixture?		

**EXPLANATION:**

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: _____ 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?		
<b>EXPLANATION:</b>		

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion into the basement, crawl space or other interior parts of any dwelling or garage or damage therefrom from the exterior?		
(b) Have any repairs been made to control water intrusion into the basement, crawl space, or other interior parts of any dwelling or garage from the exterior?		
(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?		
<b>EXPLANATION:</b>		

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 any shared improvements which benefit or burden the Property, including, but not limited to a shared dock, septic system, well, driveway, alleyway, or private road?		
(d) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?		
<b>EXPLANATION:</b>		

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 _____		
<b>EXPLANATION:</b>		

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?		

NO REPRESENTATION

**EXPLANATION:**

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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? _____		

NO REPRESENTATION

**EXPLANATION:**

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

**EXPLANATION:**

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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 forest uses?		
(b) Is the Property receiving preferential tax treatment as an agricultural property?		

NO REPRESENTATION

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.



**3. Items Remaining with Property.** Items identified as remaining with the Property shall mean those specific items, including any solely necessary or required controller, 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. Once the Seller's Property is under contract, the items that may be removed and taken by the Seller, as reflected in this Seller's Property Disclosure Statement, may only be amended with the written consent of the Buyer of the Property.

**Appliances**

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Range
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- 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

**Safety**

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

- 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**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

NO REPRESENTATION

NO REPRESENTATION

**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.

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**Items Needing Repair.** The following items remaining with Property are in need of repair or replacement:

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**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

*Nadine Terry*  
\_\_\_\_\_

**1 Seller's Signature**

Nadine Terry for Weichert Workforce Mobility  
\_\_\_\_\_

Print or Type Name

3/15/24  
\_\_\_\_\_

Date

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

**Additional Signature Page (F267) is attached.**

Property ID: M-C-184966-2	Property Address: 2110 Whittingham Court Roswell, Georgia 30075 Fulton County
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	NAME OF REPORT	# of PAGES IN REPORT	DATE OF REPORT	PREPARED BY	BUYER'S INITIALS
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DISCLOSURE DOCUMENTS: Buyer(s) acknowledge that Weichert Workforce Mobility Inc. ("Weichert") has delivered copies of the following disclosure documents to Buyer(s) which Buyer(s) have read and understand. The Buyer(s) must acknowledge receipt of these disclosure documents by initialing to the right of each item listed and signing the signature section.

1	Weichert Seller Disclosure	23	3/12/24	Homeowner	Buyer(s) Initials /
2	State/Province/Local Disclosure(s)	7	3/11/24	Homeowner	Buyer(s) Initials /
3	Radon Safeguard Program (only if applicable)	2		Weichert	Buyer(s) Initials /
4	Community Association Disclosure	3	3/11/24	Homeowner	Buyer(s) Initials /
5	Termite Inspection	8	7/20/20	All Good Pest Solutions	Buyer(s) Initials /
6	Termite Letter	1	3/11/24	Active Pest Control	Buyer(s) Initials /
7	Stucco Moisture Assessment	7	2/14/24	Fidelity	Buyer(s) Initials /

INSPECTION REPORTS and/or RECEIPT/INVOICES: Inspection reports, receipts, and/or paid invoices ordered but not yet received reflect PENDING under the # of Pages in Report column. Reports will be provided to you upon receipt along with an updated SRED version. **Only complete if applicable.**

Buyer(s) must acknowledge receipt of the disclosure documents by initialing to the right of each line item listed. And sign in the signature section. Buyer(s) should initial all lines with an inspection noted, **including those that are "PENDING"**.

8	Stucco Repair Receipt	4	3/12/24	Advanced Stucco Repair Inc.	Buyer(s) Initials /
9					Buyer(s) Initials /
10					Buyer(s) Initials /
11					Buyer(s) Initials /
12					Buyer(s) Initials /
13					Buyer(s) Initials /
14					Buyer(s) Initials /
15					Buyer(s) Initials /



16					Buyer(s) Initials /
17					Buyer(s) Initials /
18					Buyer(s) Initials /
<b>MISCELLANEOUS INFORMATION:</b> The Buyer(s) must acknowledge receipt of these documents by initialing to the right of each item listed and signing the signature section					
19					Buyer(s) Initials /
20					Buyer(s) Initials /
21					Buyer(s) Initials /
22					Buyer(s) Initials /
23					Buyer(s) Initials /
24					Buyer(s) Initials /

Buyer(s) acknowledge that they have had, or will have had, prior to closing, the opportunity to investigate the subject matter of the aforementioned disclosures on their own and have, or will have, investigated such to their satisfaction, or waived such investigation.

Weichert has never occupied the property or independently verified the contents of these documents and is not responsible for their accuracy.

Buyer(s) acknowledge and agree that: (i) the purchase price of the property and other terms and conditions of this purchase agreement were negotiated with full knowledge and disclosure of the contents of the aforementioned disclosures; (ii) Buyer to take the property subject to the disclosures; and that, (iii) Weichert shall have no responsibility or liability therefor.

Buyer(s) may wish to obtain professional advice and or inspections of the property and to provide for appropriate provisions in the contract between Buyer(s) and Seller with respect to any advice/inspections/claimed defects. Buyer(s) closing this transaction prior to receiving all the above reports shall constitute buyer's waiver of the right to receive and review those reports.

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

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

# Weichert Addendum to Purchase & Sale Agreement

Property ID: M-C-184966-2

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**ADDENDUM to 3<sup>rd</sup>-PARTY AGREEMENT** (the "Agreement") between Weichert Workforce Mobility Inc. ("Weichert" or "Allegiance"), for its own account or as nominee, and ("Buyer"), dated , regarding the real property located at 2110 Whittingham Court, Roswell, Georgia, United States, 30075 (The "Property").

In the event any provision of this Addendum conflicts in whole or in part with the terms contained in the main body of the Agreement, the provisions of this Addendum shall control and the conflicting terms in the Agreement are hereby considered deleted and expressly waived by both Buyer and Weichert.

Buyer acknowledges that Weichert is a contract vendee with respect to the Property being sold hereunder pursuant to contracts with the Property's record title owner ("Weichert Seller") and such Weichert Seller's employer. Weichert, at Weichert's option, may deliver title either by deed directly from said Weichert Seller or by deed executed by Weichert. In any event, Buyer shall look exclusively to Weichert for the performance of Weichert's obligations pursuant to this Agreement.

- 1. CLOSING ADJUSTMENTS INCLUDING REAL ESTATE TAXES.** Real estate taxes on the property, rents, fuel, oil, water, sewer, other municipal charges, interest on mortgages, and condominium charges or association dues, if any, shall be adjusted as of the day of closing. If the amount of current property taxes is not ascertainable, the adjustments shall be on the basis of the most-recent available tax bill. **All prorations are final and only through the day of closing.** Since Seller's attorney/closing representative must submit all closing figures two (2) business days in advance of closing, it is understood and agreed that **unless** Buyer's attorney or closing representative confers with Seller's attorney or closing representative at least four (4) business days in advance of closing and closing figures of Seller are agreed upon, the closing date may be delayed.
- 2. REAL ESTATE COMMISSION.** Any broker's/agent's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Agreement. The rate of commission is as-agreed in the listing agreement with broker and shall be paid by the closing agent as directed by Weichert. This commission shall not be earned until the closing of title and until Seller receives the purchase price from Buyer under this Contract of Sale.
- 3. CONDITION OF THE PROPERTY.** The house, systems, fixtures, appliances and personal property, if any, being sold with the Property (the "Contents") are not new. The Property and Contents are to be delivered at the time of delivery of the deed in the same condition as they now are, reasonable use and wear thereof excepted.
- 4. INFORMATION CONCERNING THE PROPERTY - DISCLAIMER OF WARRANTIES.** Buyer understands and acknowledges that Weichert has not resided in the Property, nor conducted any detailed investigations or inspections of the Property other than as may have been disclosed to Buyer in those documents specifically indicating on their face that they were performed or authorized by Weichert, and, therefore, Weichert has no knowledge of the Property sufficient to make any warranties or representations to Buyer. To the extent as may be qualified by Paragraph 7, "Conditional Acceptance By Weichert" hereof, Buyer also acknowledges that Weichert, through its agents, has provided Buyer with: (1) a copy of "Seller Real Estate Disclosure (SRED)," (2) a copy of the Weichert Seller Disclosure as completed by the record title owner and executed by Weichert as the purchaser, which is a statement of Weichert Seller's opinions concerning the condition of the Property, (3) a copy of the Weichert No Representation Disclosure Statement, and (4) copies of all Property condition and/or inspection documents as performed or authorized by Weichert, if any. Buyer understands that: (1) Weichert expressly makes no warranties or representations concerning these described documents; (2) Weichert has provided such documents to Buyer for informational purposes only; (3) the Seller Disclosure Statement, as completed by Weichert Seller, is a statement of Weichert Seller's opinion concerning the condition of the Property; and, (4) Weichert has not independently verified any of the statements in such documents and therefore Weichert makes no warranties or representations with respect to such documents, and does not intend such documents to be used as a substitute for a thorough inspection of the Property by Buyer. Buyer understands and agrees that Buyer has not been influenced to enter into the Agreement by, nor has Weichert or any of its agents made, any warranties or any representations concerning the Property or the Contents, express or implied, except as may be separately attached hereto and referenced hereunder.

# Weichert Addendum to Purchase & Sale Agreement

Property ID: M-C-184966-2

5. **SURVEY.** The Vendor agrees to provide only, any existing survey, certificate of location, or sketch of the subject property if in its possession but does not warrant accuracy of same.
6. **NO SURVIVAL OF REMEDIES.** The acceptance of a deed by Buyer shall be deemed a full performance and discharge of every agreement and obligation contained in the Agreement and this Addendum, except any express warranties set forth in Paragraph 4 above and such others as are by the terms of this Addendum or the Agreement to be performed after the delivery of such deed.
7. **INSPECTION.** Inspection process defined as follows:

- a. **Right to Inspect - No Reliance on Weichert's Inspections:** Buyer has the right to inspect the Property or to have inspections of the Property made by qualified inspectors or other agents designated by Buyer, at Buyer's expense. Buyer must have any/all inspection(s) completed within ten (10) calendar days of the date of this Addendum but **in no event later than five (5) calendar days prior to the scheduled closing date** (the "Inspection Period"). Buyer agrees not to rely upon the Weichert Seller Disclosure or any other Property condition inspection reports provided by Weichert, as a substitute for a thorough inspection of the Property by Buyer.
- b. **Limitation of Remedies.** If Buyer or Buyer's agent discovers any substantial/material defect in the condition of the Property and its Contents, Buyer shall promptly notify Weichert in writing and identify such defect in reasonable detail on or before the expiration of the Inspection Period. Defects shall not include items of personal preference or taste.

Weichert shall have twenty (20) calendar days from the receipt of such notice (the "Correction Period") (i) to correct such defect; or, (ii) to cancel the Agreement by written notice of cancellation to the Buyer at any time prior to the expiration of the Correction Period. In the event that, pursuant to Section 5a. above, Weichert receives such notice from Buyer less than twenty (20) days prior to the scheduled closing date, then the scheduled closing date shall be postponed by at least a corresponding number of days such that Weichert is accorded the full Correction Period in which to respond. If such defect is not cured during the Correction Period, Buyer may cancel the Agreement by giving written notice of cancellation to Weichert. In the event of cancellation of the Agreement by either party, all payments made under the Agreement by Buyer shall be refunded and all other obligations of the parties hereunder shall be null and void and without recourse by either party against the other.

c. **Waiver of Inspection Right.** If Buyer does not notify Weichert during the Inspection Period of any defect in the condition of the Property and the Contents, Buyer shall be deemed to have waived the rights and remedies provided above and to have accepted the condition of the Property and the Contents, "as is," subject to Paragraphs 3 and 4 hereof, without any other implied or express representations or warranties of any nature by Weichert.

d. **Pre-closing Inspection.** Notwithstanding the foregoing, Buyer shall also have the right to a pre-closing inspection to determine that the Property and the Contents are in the same condition as they were on the date of this Addendum and are in conformance with any other warranties set forth in Paragraph 3 above. The pre-closing inspection must be completed, and Weichert notified of any defects that do not comply with Paragraph 3, no sooner than seventy-two (72) hours and no later than forty-eight (48) hours before the scheduled closing of the Agreement, so that Weichert can have an opportunity to inspect and cure, if necessary, any such defects reported. This right to a pre-closing inspection does not give rise to, nor is it a substitute for, the inspection rights and remedies provided during the Inspection Period described above.

8. **PROPERTY WINTERIZATION AND DE-WINTERIZATION.** A vacant property shall be de-winterized no sooner than five (5) business days and no later than two (2) business days prior to the scheduled closing date in order to permit Buyer an opportunity to perform a final inspection of the operational status of the plumbing and heating systems only. All other non-water related systems shall be inspected within the time frames stated above. Once the vacant property has been winterized, Seller will only pay once to de-winterize the vacant property provided that Buyer has a mortgage commitment.
9. **INTRA-CANADA:** Buyer acknowledges that, in certain cases to be communicated to the Buyer in writing no later than ten (10) days prior to any scheduled closing of the sale of the Property to the Buyer, Weichert, rather than the Registered Owner will execute this Addendum as contract Vendee with respect to the Property being sold hereunder pursuant to contracts with the Registered Owner



# Weichert Addendum to Purchase & Sale Agreement

Property ID: M-C-184966-2

and his/her employer. Weichert, at its option and where applicable, may deliver title either by Deed directly from the said Registered Owner or by Deed executed by Weichert. In any event, the Buyer agrees to look solely to Weichert for the performance of any obligations set forth in the Agreement and this Addendum.

**10. CONDITIONAL ACCEPTANCE BY Weichert.** Buyer, in recognition of Weichert’s above-referenced status as a contract vendee in regard to the sale and title transfer of the Property, agrees that Weichert’s acceptance of the Agreement is expressly conditioned upon the occurrence of all of the following events: (i) Where applicable based upon local real estate practice, Weichert’s receipt and approval of the final written purchase offer as duly-executed by Buyer; (ii) Weichert’s receipt and approval of all addenda and disclosure statements as duly-executed by Buyer; (iii) Weichert’s receipt and approval of Buyer’s financial qualifications and/or

Buyer’s lender approval letter; and, (iv) Weichert’s **receipt and approval of all duly-executed documentation from Weichert Seller that is necessary for Weichert to transfer title of the Property to Buyer.**

**11. CLOSING.** The Closing Title Company is as follows:

Closing Company Name: **Bailey Helms Legal LLC**  
Address: **300 Colonial Center Parkway,,Suite 100**  
City, State Zip: **Roswell, GA 30076**  
Contact Name: **Jacqueline Lewis**  
Phone: **678-222-3451**  
Email: **jacqueline.lewis@baileyhelmslegal.com**

**Scheduled Closing.** Time is of the essence for a timely closing date. Therefore, if due to Purchaser’s actions, Purchaser does not close on the scheduled closing date, a delay in closing charge of two percent (2%) of the sales price may be charged to the Purchaser(s) per month, pro-rated on a daily basis for each day that the closing is delayed. This clause cannot be waived without the written consent of Weichert.

**Prior Approval.** Weichert, or an authorized representative of Weichert, must approve all closing figures prior to closing.

**Deed.** At closing, title to the property shall be delivered by a deed from seller; Weichert will provide a General Warranty Deed, a Special Warranty Deed or a Bargain and Sale Deed.

**Possession.** Possession shall be the date of closing or funding, whichever is later.

**IN WITNESS WHEREOF,** the parties have executed this Addendum on this date,

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature  
As agent for Weichert Workforce Mobility Inc.

\_\_\_\_\_  
Date

COMMUNITY ASSOCIATION DISCLOSURE  
EXHIBIT " \_\_\_\_\_ "



2024 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 210 Whittingham Court, Roswell, Georgia 30075 ("Property").

**Directions for Filling Out This Community Association Disclosure ("Disclosure").** Seller must fill out this Disclosure accurately and completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing (see Section B for Seller's payment obligations related to initial and updated Disclosures). Seller should ensure the disclosures being made are accurate by confirming the same with the Community Association ("Association") and/or Association Manager(s).

**Buyer's Use of Disclosure.** While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community ("Covenants") to fully understand Buyer's rights and obligations therein. This Disclosure does not address all issues that may affect Buyer as the owner of a residence in the community. Assessments in community associations tend to increase over time. The Covenants can normally be amended to reflect the changing preferences in the community.

**A. KEY TERMS AND CONDITIONS**

**1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER** (Select all that apply. The boxes not selected shall not be a part of this Exhibit)

- Mandatory Membership Condominium Association
- Mandatory Membership Community Association
- Mandatory Membership Master Association
- Optional Voluntary Association
- Mandatory Membership Age Restricted Community
- All units are occupied by person 55 or older.
- At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
- Voluntary Transitioning to Mandatory (Buyer shall be a  voluntary or  mandatory member)

**2. CONTACT INFORMATION FOR ASSOCIATION(S)**

a. Name of Association: \_\_\_\_\_  
 Contact Person / Title: \_\_\_\_\_  
 Association Management Company: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Website: \_\_\_\_\_

b. Name of Master Association: \_\_\_\_\_  
 Contact Person / Title: \_\_\_\_\_  
 Association Management Company: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Website: \_\_\_\_\_

**3. ANNUAL ASSESSMENTS**

The total annual assessments paid to the above Association(s) is \$ \_\_\_\_\_ per calendar or fiscal year, depending on how it is collected (hereinafter "Year") and shall be paid in installments as follows: (Select all of that apply. The boxes not selected shall not be a part of this Agreement)  Monthly  Quarterly  Semi-Annually  Annually  Other: \_\_\_\_\_

**4. SPECIAL ASSESSMENTS**

- a. Buyer's total portion of all special assessments Under Consideration is \$ \_\_\_\_\_.
- b. Buyer's total portion of all approved special assessments is \$ \_\_\_\_\_.
- c. Approved Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement)  Monthly  Quarterly  Semi-Annually  Annually  Other \_\_\_\_\_
- d. Notwithstanding the above, if the Buyer's portion of any and all special assessment(s) that are passed or Under Consideration after the Binding Agreement Date is \$ \_\_\_\_\_ or more, Buyer shall have the right, but not the obligation to terminate the Agreement upon notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer's right to terminate shall be deemed waived.

**5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES**

To the extent Transfer, Initiation, and Administrative Fees are fully and accurately disclosed by Seller, Buyer shall pay \$ \_\_\_\_\_ for all Transfer, Initiation, and Administrative Fees.

NO REPRESENTATION

**6. OTHER ASSOCIATION EXPENSES**

- a. A fee for \_\_\_\_\_ is currently \$ \_\_\_\_\_ per Year and is paid in \_\_\_\_\_ installments. This fee does not include any Transfer, Initiation, and Administrative Fees.
- b. **Utility Expenses.** Buyer is required to pay for utilities which are billed separately by the Association and are in addition to any other Association assessments. The Association bills separately for:  Electric  Water/Sewer  Natural Gas  Cable TV  Internet  Other: \_\_\_\_\_

NO REPRESENTATION

**7. ASSESSMENTS PAY FOR FOLLOWING SERVICES, AMENITIES, AND COSTS.** The following services, amenities, and costs are included in the Association annual assessment. (Select all which apply. Items not selected in Section 7.a. and/or Section 7.b. shall not be part of this Agreement).

**a. For Property costs include the following:**

- Cable TV  Natural Gas  Pest Control  Other: \_\_\_\_\_
- Electricity  Water  Termite Control  Other: \_\_\_\_\_
- Heating  Hazard Insurance  Dwelling Exterior  Other: \_\_\_\_\_
- Internet Service  Flood Insurance  Yard Maintenance  Other: \_\_\_\_\_

NO REPRESENTATION

**b. Common Area / Element Maintenance costs include the following:**

- Concierge  Pool  Hazard Insurance  Road Maintenance
- Gate Attendant  Tennis Court  Flood Insurance  Other: \_\_\_\_\_
- All Common Area Utilities  Golf Course  Pest Control  Other: \_\_\_\_\_
- All Common Area Maintenance  Playground  Termite Control  Other: \_\_\_\_\_
- All Common Area Maintenance  Exercise Facility  Dwelling Exterior  Other: \_\_\_\_\_
- All Common Area Maintenance  Equestrian Facility  Grounds Maintenance  Other: \_\_\_\_\_
- Internet Service  Marina/Boat Storage  Trash Pick-Up  Other: \_\_\_\_\_

NO REPRESENTATION

**8. LITIGATION.** There  IS  IS NOT any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved. If there is such threatened or existing litigation, please summarize the same below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check if additional pages are attached.

NO REPRESENTATION

**9. VIOLATIONS.** Seller  HAS or  HAS NOT received any notice or lawsuit from the Association(s) referenced herein alleging that Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation or lawsuit, summarize the same below and the steps Seller has taken to cure the violation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check if additional pages are attached.

NO REPRESENTATION

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A**

**1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER**

- a. **Defined:** The primary purpose of a Community Association is to provide for the community, business, and governance aspects of the Association. The Association administers and maintains operation of the community as provided in the deed, Covenants and restrictions, rules and regulations, declaration, and/or other Community Association documents.
- b. **Examination:** Buyer acknowledges that ownership of the Property is subject to declarations, certain restrictions (including the ability to rent the Property), and by-laws, which may include additional costs as a member of a mandatory membership Association. Restrictions are subject to change by actions of the Association.
- c. **Owner Limitations:** If repairs and/or replacement of defects in any common element(s) are the exclusive responsibility of the Association, the owner of the Property is unable to make such replacements and/or repairs.

**2. CONTACT INFORMATION FOR ASSOCIATION(S)**

a. **Consent of Buyer to Reveal Information to Association(s).** 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 address, etc. The closing attorney may rely on this authorization.

**3. ANNUAL ASSESSMENTS**

- a. **Disclosure Regarding Fees.** Owners of property in communities where there is a Mandatory Membership Community Association are obligated to pay certain recurring fees, charges, and assessments (collectively "Fee") to the Association. Fees 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 Community Association.
- b. **Buyer shall pay** a) any pre-paid regular assessment (excluding Special Assessments) due at Closing for a period of time after Closing; and b) move-in fees, including fees and security deposits to reserve an elevator as these fees are not considered Transfer, Initiation, and Administrative Fees.
- c. **Seller shall 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; b) any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and c) any Fee in excess of the sum disclosed in Section A(3) above for the remainder of the Year in which the Property was contracted to be sold.
- d. **Account Statement or Clearance Letter.** Seller shall 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. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller.

**4. SPECIAL ASSESSMENTS**

- a. **Under Consideration:** For all purposes herein, the term "Under Consideration" with reference to a special assessment shall mean that a notice of a meeting at which a special assessment will be voted upon, has been sent to the members of the Association. If a special assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. Seller warrants that Seller has accurately and fully disclosed all special assessment(s) passed or Under Consideration to Buyer. This warranty shall survive the Closing. ALL PARTIES AGREE THAT NEITHER SELLER NOR BROKER SHALL HAVE ANY OBLIGATION TO DISCLOSE ANY POSSIBLE SPECIAL ASSESSMENT IF IT IS NOT YET UNDER CONSIDERATION, AS THAT TERM IS DEFINED HEREIN.
- b. **Liability for Undisclosed Special Assessments:** With respect to special assessment(s) Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the special assessment(s) that was either not disclosed or was not disclosed accurately.
- c. **Seller Pays for Undisclosed Special Assessments:** With respect to special assessments, Under Consideration or approved and accurately disclosed above, if an unpaid special assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. Installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer. Otherwise the special assessment shall be paid by the party owning the Property at the time the special assessment is first due.
- d. **Special Assessments Arising after Binding Agreement Date:** With respect to special assessments that are only Under Consideration after the Binding Agreement Date and are promptly disclosed by Seller to Buyer:
  - i. If the special assessment(s) is adopted and due, in whole or in part, prior to or on Closing, that portion due prior to or on Closing shall be paid by the Seller; and
  - ii. If the special assessment(s) is adopted and due in whole or part subsequent to Closing, that portion due subsequent to Closing shall be paid by Buyer.

**5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES**

- a. **Buyer Pays:** Buyer shall pay any initial fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collective, "Transfer, Initiation, and Administrative Fees) to the extent the total amount due is accurately disclosed above. Advance assessments due at Closing for a period of time after Closing, shall not be Transfer, Initiation, and Administrative Fees and shall be paid by Buyer.
- b. **Seller Pays:** Seller shall pay any amount in excess of the sum disclosed in Section A(5), even in the event of any later disclosures made by the Seller of increase in such Transfer, Initiation, and Administrative Fees. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with \$0.00.
- c. **Fees Defined:** All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

*Nadine Terry*

1 Buyer's Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Date \_\_\_\_\_

2 Buyer's Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Date \_\_\_\_\_

Additional Signature Page (F267) is attached.

1 Seller's Signature \_\_\_\_\_

Nadine Terry for Weichert Workforce Mobility

Print or Type Name \_\_\_\_\_

3/15/2024

Date \_\_\_\_\_

2 Seller's Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Date \_\_\_\_\_

Additional Signature Page (F267) is attached.

# Weichert No Representation Disclosure Statement

Property ID: M-C-184966-2

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## Weichert “NO REPRESENTATION” DISCLOSURE STATEMENT

This Disclosure Statement by Weichert Workforce Mobility Inc. (Weichert), concerns the real property and fixtures (the “Property”) located at the following address: **2110 Whittingham Court, Georgia, Roswell 30075.**

1. Weichert has purchased or is in the process of purchasing the property pursuant to a Service Agreement with the employers of the Property’s record title owner, Bradley WeissJayne Weiss (“Weichert Seller”). Weichert, as its option, may deliver title either by deed directly from said “Weichert Seller” or by deed executed by Weichert. Weichert Seller is the Grantor on the deed to be conveyed to Weichert or the Buyer, but Weichert has never occupied the Property in any event.
2. As a condition of Weichert’s purchase of the property from Weichert Seller, Weichert obtained the attached Seller Disclosure Statement with its appended reports (if any) from Weichert Seller. **PLEASE NOTE:** since Weichert has never occupied the property and cannot verify whether all the information provided in the attached “Weichert Seller Disclosure Statement” is accurate or complete. Weichert can only provide Buyer with this “Weichert No-Representation Disclosure Statement” (together with any appended reports, concerning the condition of the property. This “Weichert No Representation Disclosure Statement” is not a statement or representation made by Weichert with respect to the Property, and therefore Weichert makes no warranties or representation with respect to the Property or with respect to the completeness or accuracy of the “Weichert Seller Disclosure Statement” (and any appended reports. Weichert is therefore providing both **(1)** The “Weichert Seller Disclosure Statement” with (any appended reports; and **(2)** The “Weichert No Representation Disclosure Statement (with any appended reports) to a prospective Buyer for whatever informational purposes their documents (with any appended reports) may or may not have. Neither of these two (2) documents (with any appended reports) shall be deemed to be any sort of warranty from Weichert or Weichert Seller to a prospective Buyer regarding the Property, and neither of these two (2) documents (with any appended reports) is a substitute for any independent inspection of the property by a prospective Buyer.
3. Where Weichert may supply a prospective Buyer with specific information and/or reports, such information and/or reports, are specifically referenced herein at Paragraph 20, entitled “REPORTS, INFORMATION, AND DISCLAIMERS”.

Statement and Representation of Weichert Seller starts on the next page.



# Weichert No Representation Disclosure Statement

Property ID: M-C-184966-2

## THE STATEMENT AND REPRESENTATION OF Weichert'S SELLER AS TO THE PROPERTY IS AS FOLLOWS:

**PREAMBLE:** The term "ever" when used herein refers to problems of which you became aware by persona observation or otherwise during your occupancy and/or by any former owner(s).

### 1. HOUSE SYSTEMS AND PROPERTY STRUCTURES

1(a) Are you aware of any present or past problems affecting one or more of the following: <b>CHECK "N/A" FOR ANY ITEM(S) THAT ARE NOT APPLICABLE</b>			
	<b>NO REPRESENTATION</b>		<b>NO REPRESENTATION</b>
Electrical wiring	X	Exterior Walls, including any siding/other covering	X
Air Conditioning - Central	X	Ceiling	X
Air Conditioning - Other (Type _____)	X	Windows	X
Plumbing	X	Doors	X
Floors	X	Driveways	X
Well	X	Fences	X
Sprinkler System	X	Patios	X
Smoke Detector	X	Interior Lighting/Fixtures	X
Interior Walls	X	Exterior Lighting/Fixtures	X
			<b>NO REPRESENTATION</b>
1(b) Does the property have one (1) or more fireplaces:			X
1(c) Does the property have any of the following stoves: <input type="checkbox"/> Wood burning <input type="checkbox"/> Coal <input type="checkbox"/> Pellet			X
1(d) Do all systems conform to applicable, municipal by-laws and/or fire or safety regulations:			X
1(e) Are you aware of any present or past problem(s) with the chimney(s), firebox(es), damper(s), and/or flue(s):			X
1(f) Does the property have any flue(s) for wood, coal, and/or oil stoves or furnaces:			X
1(g) Are you aware of any present or past problem(s) with a wood, coal, and/or oil stove or furnace flue(s):			X
1(h) Are all appliances included in the sale in working order:			X
1(i) Type(s) of siding on the exterior walls:			X
1(j) Year the home was built:			X

### 2. HEATING / HOT WATER / WINTERIZATION

	<b>NO REPRESENTATION</b>
2(a) Type(s) of heating system(s):	X
2(b) Type(s) of hot-water system(s):	X
2(c) Are all rooms heated by the system(s) identified in 2(a):	X
2(d) Are you aware of any heating/hot water system inspection(s) completed in the past:	X
2(e) Age of the heating system:	X
2(f) Date the heating system last serviced:	X
2(g) System Ownership:	X
Propane/gas tank(s) for furnace:	X
Propane/gas tank(s) for kitchen stove:	X
Hot water heater(s):	X
Hot water tank(s):	X
Furnace burner:	X
Security System:	X
Other( define):	X

### 3. ELECTRICAL SYSTEMS

	<b>NO REPRESENTATION</b>
3(a) Are you aware of any electrical additions, changes, or repairs made to this property:	X
3(b) If "Yes" to 3(a), are you aware if all required permits and/or government approvals were obtained:	X
3(c) Are you aware of any electrical system inspection(s) completed in the past:	X
3(d) Type of electrical wiring:	X
13(3) Amperage:	X

# Weichert No Representation Disclosure Statement

Property ID: M-C-184966-2

<b>4. INSULATION / ASBESTOS</b>	<b>NO REPRESENTATION</b>
4(a) Are you aware if the property is insulated:	X
4(b) Type of insulation:	X
4(c) Are you aware if urea formaldehyde foam insulation (UFFI) was ever present in the property:	X
4(d) Are you aware of any air test(s) for UFFI/formaldehyde that were ever done:	X
4(e) Are you aware if asbestos-containing insulation and/or materials is present:	X
4(f) Are you aware of any test(s) for asbestos-containing insulation or materials ever completed on the home:	X

  

<b>5. MOISTURE</b>	<b>NO REPRESENTATION</b>
5(a) Are you aware of any present or past water problems and/or damp conditions anywhere in the house including but not limited to roofs, floors, walls (exterior/interior and between) bathrooms, kitchens, basement, crawl space:	X
5(b) Is there a sump pump in the home:	X
5(c) Are you aware of any moisture test(s) ever completed on the home or other structure(s) on the property:	X

  

<b>6. INDOOR AIR QUALITY (IAQ) / MOLD / RADON GAS</b>	<b>NO REPRESENTATION</b>
6(a) Are you aware of any present or past mold problem (visible mold and/or non-visible mold) in this property:	X
6(b) Are you aware of any present or past Indoor Air Quality (IAQ) problem(s) in this property:	X
6(c) Are you aware of any IAQ test(s) ever done to determine if there is an Indoor Air Quality problem in this property:	X
6(d) Are you aware of any present or past elevated Radon Gas in this property:	X
6(e) Is there a radon mitigation system installed in the property:	X
6(f) Are you aware of any test(s) ever done to determine if there is a Radon Gas problem in this property:	X

  

<b>7. ADDITIONS / RENOVATIONS</b>	<b>NO REPRESENTATION</b>
7(a) Are you aware of any structural additions, changes, and/or repairs made to this property by former owners:	X
7(b) Are you aware if all required permits and/or government approvals were obtained:	X
7(c) Have you made any structural additions, changes, and/or repairs to this property:	X

  

<b>8. LAND / FOUNDATION</b>	<b>NO REPRESENTATION</b>
8(a) Are you aware if this property is located in a flood zone:	X
8(b) Are you aware if this property ever had a drainage or flooding problem:	X
8(c) Are you aware if this property is located on an earthquake fault:	X
8(d) Are you aware if the property is located on filled or expansive soil:	X
8(e) Are you aware of any present or past sliding, settling, earth movement, upheaval, or earth stability problems on your property:	X
8(f) Are you aware of any defects or problems relating to the foundation:	X
8(g) Foundation Type:	X
8(h) Are you aware of any structural problems relating to this property:	X
8(i) Are you aware of any present or past underground fuel tank(s) on this property:	X
8(j) Are you aware of any inspection(s) and/or test(s) ever completed on the underground tank(s):	X

  

<b>9. ROOF</b>	<b>NO REPRESENTATION</b>
9(a) Are you aware of any present or past leaks in the roof:	X
9(b) Are you aware of any present or past problems with the roof, other than leaks:	X
9(c) Roof type:	X
9(d) Roof style:	X
9(e) Are you aware of any repairs made to the roof:	X
9(f) Are you aware if the roof was ever replaced:	X
9(g) Are you aware of any roof inspection(s) ever completed on this home:	X
9(h) Year the roof was installed:	X

# Weichert No Representation Disclosure Statement

Property ID: M-C-184966-2

<b>10. EXTERIOR CLADDING</b>	<b>NO REPRESENTATION</b>
10(a) Is any part of your exterior cladding made of Stucco (any type):	X
10(b) Do you know what type of Stucco is on the home, if applicable:	X
10(c) Are you aware of any Stucco repairs made to the property:	X
10(d) Are you aware if any Synthetic Stucco (E.I.F.S. - External Insulated Finish Systems) was ever present on the property:	X
10(e) If Synthetic Stucco is present on this property, are you aware of any repairs ever made to it:	X
10(f) Are you aware of any Synthetic Stucco problem affecting other properties in this neighborhood:	X
10(g) Are you aware if any part of the exterior cladding is made of Manufactured Stone Veneer (MSV):	X
10(h) Are you aware of any test(s) ever done to determine if there is Synthetic Stucco present in this property and/or that the Stucco may be a problem:	X
10(i) Are you aware of any test(s) ever done to determine if there is Manufactured Stone Veneer present in this property and/or that the MSV may be a problem:	X

  

<b>11. SEWAGE / DISPOSAL SYSTEM</b>	<b>NO REPRESENTATION</b>
11(a) Is the property connected to a public system:	X
11(b) Are you aware of any sewage backup, drainage, and/or leakage problem(s) that ever existed on this property:	X
11(c) Is there a septic tank or cesspool system serving this property:	X
11(d) Is this property part of a community disposal system:	X
11(e) Are you aware of any present or past problems with the septic tank, cesspool, or community disposal system serving this property and/or neighborhood:	X
11(f) Are you aware of any septic tank/cesspool test(s) ever completed for the system serving this property:	X

  

<b>12. DRAINAGE / WATER SUPPLY</b>	<b>NO REPRESENTATION</b>
12(a) Are you aware if this property ever had a drainage and/or flooding problem:	X
12(b) Is this property connected to a public water supply:	X
12(c) Is this property serviced by a well:	X
12(d) Is there a well agreement registered on title:	X
12(e) Are you aware of any problem that existed with a well:	X
12(f) Are you aware of any tests completed for the well water, water quality, and/or water flow or pressure:	X

  

<b>13. POOL / SPA / HOT TUB / JACUZZI</b>	<b>NO REPRESENTATION</b>
13(a) Is there a swimming pool on this property and if "Yes", define what type: <input type="checkbox"/> Above-ground <input type="checkbox"/> In-ground	X
13(b) Are you aware of problem(s), damage(s), and/or leak(s) that occurred with the pool such as structure, facing, lining, pump, heater, motor, etc.:	X
13(c) If the property has an in-ground pool, is there a fence completely surrounding the pool:	X
13(d) Does the fencing height and construction meet local requirements:	X
13(e) Is there one of more of the following on the property: <input type="checkbox"/> Hot Tub <input type="checkbox"/> Spa <input type="checkbox"/> Jacuzzi	X
13(f) Are you aware of any problem(s), damage, and/or leaks that occurred with the hot tub, spa and/or Jacuzzi such as structure, facing, lining, pump, heater, motor, etc.:	X
13(g) Are you aware of any tests and/or inspections completed for the pool, hot tub, spa, and/or Jacuzzi	X

# Weichert No Representation Disclosure Statement

Property ID: M-C-184966-2

<b>14. BOUNDARIES / PROPERTY / TITLE / ZONING</b>		<b>NO REPRESENTATION</b>
14(a) Are you aware if any survey of this property was ever completed:		X
14(b) <b>CANADA ONLY - Quebec:</b> Do you have the Certificate of Location; if "Yes", what is the certification date:		X
14(c) <b>CANADA ONLY - Alberta:</b> Do you have the Real Property Report; if "Yes", what is the report date:		X
14(d) Are you aware if the boundaries of this property are marked in any way:		X
14(e) Does your property have a retaining wall or walls and/or fencing:		X
14(f) Are you aware of any restrictions on your title to this property such as easements and/or encroachments (recorded or unrecorded) use restrictions, lot-line disputes, covenants, liens, or attachments on the property:		X
14(g) Are you aware of any present or past property violations of any zoning ordinance or by-law (for example, if this property includes apartments, is this property properly zoned for apartment use)		X
14(h) Is the property located on a private road:		X
14(i) Are you aware if there is any written documentation regarding maintenance of the private road:		X
14(j) Is the property serviced by a shared driveway:		X
14(k) Are you aware if there is any written documentation regarding maintenance of the shared driveway:		X
<b>15. NEIGHBORHOOD</b>		<b>NO REPRESENTATION</b>
15(a) Are you aware of any hazardous waste site and/or disposal facility within two (2) miles of the property:		X
15(b) Are you aware of any high and/or extremely-high voltage power lines or cell towers within two (2) miles of the property:		X
15(c) Are you aware of any other neighborhood conditions or environmental problems that might affect this property:		X
<b>16. VIOLATIONS / LEGAL ACTIONS / ASSESSMENTS</b>		<b>NO REPRESENTATION</b>
16(a) Are you aware of any violations of local, state, or federal government laws or regulations relating to this property:		X
16(b) Are you aware of any existing or threatened legal action affecting this property:		X
16(c) Are you aware of any bonds or assessments for betterments that apply to this property:		X
<b>17. INSURANCE</b>		<b>NO REPRESENTATION</b>
17(a) Have you ever filed an insurance claim on this property:		X
17(b) Are you aware of the non-availability for any flood insurance (private or government-backed) for this property:		X
17(c) Are you aware of any present or past conditions, including but not limited to any natural disaster(s), that either may result or resulted in an increase of insurance premiums:		X
17(d) Are you aware of any present and/or past condition(s) of this property that might prevent, or prevented in the past, the issuance/renewal of locally conventional homeowner's insurance coverage for this property:		X
<b>18. HOMEOWNER'S ASSOCIATION (HOA)/PROPERTY OWNER'S ASSOCIATION (POA)</b>		<b>NO REPRESENTATION</b>
18(a) Is this property subject to the rules or regulations of any Homeowner's/Property Owner's Association:		X
18(b) Identify the property type: <input type="checkbox"/> Regular Condo with Covenants & Restrictions (ownership with "air rights" to interior of unit) <input type="checkbox"/> Freehold Condo with Covenants & Restrictions (ownership of unit, plot of land, and/or grounds) <input type="checkbox"/> Planned Unit Development with Covenants & Restrictions		X
18(c) Provide contact information for the HOA, POA, or Property Management Company (as applicable):		X
18(d) Are you aware of any present or past problems for any common area(s):		X
18(e) Are you aware of any reason to expect an increase in assessments or dues in the next twelve (12) months:		X
18(f) Identify who is responsible for maintenance and repairs of the following:		
Interior of Unit:	<input type="checkbox"/> Individual Property Owner <input type="checkbox"/> HOA / POA	X
Plot of Land:	<input type="checkbox"/> Individual Property Owner <input type="checkbox"/> HOA / POA	X
Unit Sidewalk(s):	<input type="checkbox"/> Individual Property Owner <input type="checkbox"/> HOA / POA	X

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<b>18. HOMEOWNER'S ASSOCIATION (HOA)/PROPERTY OWNER'S ASSOCIATION (POA) (cont'd)</b>			<b>NO REPRESENTATION</b>
Exterior of Building(s):	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
Roof of Building(s):	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
Parking Areas:	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
Roads:	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
Grounds:	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
Common Sidewalks:	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
Unit Decking:	<input type="checkbox"/> Individual Property Owner	<input type="checkbox"/> HOA / POA	X
18(g) HOA/POA fees:			X
18(h) Is the complex/development FHA approved:			X
18(i) Total # of units in the project: _____ Total # of rented units: _____			X
18(k) Are you aware of any existing or pending legal action involving the Homeowner's Association or Complex:			X
18(l) Do association documents contain a Right of First Refusal on sales:			X
18(m) To the best of your knowledge, you have delivered to your listing agent all pertinent documents that are in your possession relative to the HOA/POA (to include applicable Covenants, Conditions, and Restrictions; Articles, Bylaws, Financial Statements, and/or Assessments).			X

<b>19. MOBILE HOME</b>	<b>NO REPRESENTATION</b>
19(a) Is the residence a mobile home	X
19(b) Is the home on a permanent foundation:	X
19(c) Do you own the land:	X
19(d) <b>CANADA ONLY:</b> Is the home insurable by CMHC:	X

<b>20. MISCELLANEOUS</b>	<b>NO REPRESENTATION</b>
20(a) Are you aware of any termite/pest control reports prepared for this property in the last five (5) years:	X
20(b) Has the property been inspected by any exterminator in the last five (5) years:	X
20(c) Do you have copies of any inspections:	X
20(d) Have you had, or do you now have, any animals (pets) in this property:	X
20(e) Does the municipality provide trash pick-up to this property:	X
20(f) Is there a local trash dump or transfer station available to owners of this property:	X
20(g) Has this property ever been used as a grow home:	X
20(g) Does anyone have a right of first refusal to purchase this property:	X

<b>21. FIXTURES</b>	<b>NO REPRESENTATION</b>
21(a) Fixtures currently on the property and will not be removed:	X
21(b) Fixtures that will be removed	X

<b>22. CHATTELS</b>	<b>NO REPRESENTATION</b>
22(a) Chattels currently at the property that will remain:	X
22(b) Chattels that will be removed:	X

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## 23. REPORTS

### A. REPORTS

Attach copies of all existing reports and documents relating to this property, any type of existing warranties including home warranty and infestation warranties. (check all that apply or check NONE if no report(s) to attach): **NO REPRESENTATION**

<input type="checkbox"/> Survey	<input type="checkbox"/> General Home Inspection	<input type="checkbox"/> Septic Tank Inspection	<input type="checkbox"/> Well Inspection
<input type="checkbox"/> Soil Report	<input type="checkbox"/> Termite/Pest Inspection/Bond	<input type="checkbox"/> Structural/Engineering Report	<input type="checkbox"/> Pool Inspection
<input type="checkbox"/> Stucco ID/Inspection	<input type="checkbox"/> Manuf. Stone Veneer Inspect.	<input type="checkbox"/> Moisture Test(s)	<input type="checkbox"/> Chimney Inspection
<input type="checkbox"/> Roof Inspection	<input type="checkbox"/> Asbestos Test(s)/Abatement	<input type="checkbox"/> Radon Test(s)	<input type="checkbox"/> Lead-Based Paint Test(s)
<input type="checkbox"/> Private Road Agreement	<input type="checkbox"/> Shared Driveway	<input type="checkbox"/> Shared Well Agreement	<input type="checkbox"/> Insurance Claim(s) Documents
<input type="checkbox"/> Building Permit(s)	<input type="checkbox"/> Builder's Home Warranty	<input type="checkbox"/> Other (Describe)	<input type="checkbox"/> NONE

Other (Describe): **NO REPRESENTATION**

### B. INFORMATION:

The following additional information ("Additional Information") and/or reports have come to Weichert's attention and are provided herein to Buyer for informational purposes only as set forth more fully in sub-paragraph 20.C. hereof (describe below):

**If applicable, refer to any/all disclosure documentation as identified on and provided with the Seller Real Estate Disclosure (SRED).**

If applicable, refer to any disclosure documentation included with the Seller Real Estate Disclosure (SRED)

### C. DISCLAIMER:

1. Because Weichert has never occupied the Property, Weichert makes no warranties or representations with respect to any positive or negative statements or omissions with respect to the condition of the Property contained in the reports and/or additional information identified in Paragraph 20.A. or 20.B. hereof or in the attached "Weichert Seller Disclosure" and its appended report(s). Such reports, additional information, and the attached "Weichert Seller Disclosure" and its appended report(s) were obtained by Weichert to help Weichert evaluate the Property or were otherwise made known to Weichert. They are provided to Buyer for whatever informational purposes they may or may not have. Buyer should not rely upon any positive or negative statements or omissions contained in such report(s) or additional information or treat such report(s) or additional information as any form of warranty by Weichert or Weichert Seller as to the condition of the Property. It is recommended that Buyer should obtain independent professional advice and/or inspections of the Property.
2. In the event that any repair(s) of the Property are negotiated between Weichert and Buyer to be performed by Weichert (whether such repairs relate to defects disclosed in any of the reports, disclosures, or additional information identified in Paragraph 20.A. or 20.B. hereof, or in the attached "Weichert No Representation Disclosure Statement" and its appended report(s) or otherwise, it is understood that the performance of such repairs shall NOT be a representations or warranty as to the conditions of the property prior to or upon the completion of such repair(s), or that such defect(s) has/have been cured, irrespective of any oral or written statements made by Weichert or a Weichert representative indicating, or tending to indicate, that the defect(s) has/have been "repaired", "fixed", "cured", or otherwise completed in a workmanlike manner. The performance of such repair(s), and any statements relating to the efficacy or duration or effectiveness thereof in curing any defect(s) shall NOT be deemed to be any sort of warranty from Weichert regarding the Property, and is NOT to be deemed a substitute for an independent re-inspection of the Property by a prospective Buyer subsequent to the performance of such repair(s). In the event that third party warranties are obtained as part or result of the repair(s), such warranties are NOT warranties made by Weichert as to the condition of the Property, and the prospective buyer must look to the third-party warranties for any enforcement thereof.

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## 24. DISCLOSURE OF LEAD-BASED PAINT (US ONLY)

### PROPERTY'S RECORD TITLE OWNER (SELLER) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AND ACKNOWLEDGEMENT (SALE).

#### Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place your 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.

Weichert's Disclosure (Weichert to Initial <u>NT</u> )	<u>Yes/No</u>	
(a) Weichert has knowledge of lead-based paint and/or lead-based paint hazards present in the property located at the following address, other than what may have been disclosed by Weichert Seller	No	
<b>2110 Whittingham Court, Georgia, Roswell 30075</b>		
b) Are there any records or reports relating to the above available to Weichert, other than what may have been disclosed by Weichert Seller?	No	
If "Yes", please provide and list by name:		
<b>Buyer's Acknowledgement (Buyer(s) to Initial _____) - Check <u>Yes</u> or <u>No</u> to both questions (a) and (b) below</b>		
(a) Buyer has received copies of all information listed above.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(b) Buyer has received the U.S. EPA Pamphlet "Protect Your Family from Lead in Your Home".	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Check (c) or (d) below – using the box to the right of the line</b>		
(c) Buyer has received a 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	<input type="checkbox"/> Received	
(d) Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	<input type="checkbox"/> Waived	
<b>Agent's Acknowledgement (Agent to Initial _____) - Check <u>Yes</u> or <u>No</u> to question (a).</b>		
(a) Agent has informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No



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## Certification of Accuracy

Weichert Seller acknowledges that the information herein is true and correct to the best of the Weichert Seller knowledge as of the date signed by the Weichert Seller. WeichertSeller understands that Weichert and prospective buyer (Buyer) may rely on this information. WeichertSeller is hereby authorized to furnish the foregoing information to (1) any real estate firm with an agreement to list or sell the property; (2) any multiple listing service; (3) any prospective buyer (Buyer).

Weichert	<u><i>Nadine Terry</i></u> Weichert Representative Signature	By:	<u>Nadine Terry for Weichert Workforce Mobility</u> Print Name	Date:	<u>3/15/2024</u>
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For Weichert Workforce Mobility Inc. (Weichert) as Agent for its subsidiaries and affiliates.

### I/We acknowledge receipt of a copy of this Weichert No Representation Disclosure Statement.

Buyer:	_____	By:	_____	Date:	_____
	Buyer Signature		Print Name		

Buyer:	_____	By:	_____	Date:	_____
	Buyer Signature		Print Name		

Buyer:	_____	By:	_____	Date:	_____
	Buyer Signature		Print Name		

Broker for Weichert:	_____	By:	_____	Date:	_____
	Licensee or Broker Signature		Print Name		

Broker for Buyer:	_____	By:	_____	Date:	_____
	Licensee or Broker Signature		Print Name		