

UTILITY INFORMATION

ELECTRIC	Company: Cobb EMC	Monthly Average: \$ 235.61
	Phone: 770-429-2100	
GAS	Company: Scana Energy	Monthly Average: \$ 74.55
	Phone: 877-476-2262	
WATER	Company: Cherokee Water	Monthly Average: \$ 60.22
	Phone: 770-479-1813	
SANITATION	Company: Cycle Works	Monthly Average: \$ 12.16
	Phone: 770-592-1515	
TELEPHONE	Company: Windstream Telephone and Internet	Monthly Average: \$ 96.72
	Phone: 800-347-1991	
CABLE	Company:	Monthly Average: \$
	Phone:	
SECURITY	Company: Ackerman	Monthly Average: \$ 18.95
	Phone: 770-552-1111	
LAWN	Company: Turf Masters	Monthly Average: \$ 250.00
	Phone: 888-924-8873	
TERMITE	Company: Massey	Monthly Average: \$ 30.25
	Phone: 770-704-0212	
CLEANERS	Company:	Monthly Average: \$
	Phone:	
OTHER	Company: Streaming ATTNOW	Monthly Average: \$ 52.63
	Phone:	

PLEASE COMPLETE AND RETURN TO:



SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



2020 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: **139 Cedar Woods Trail** _____ **Canton** _____, Georgia, **30114** _____). 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;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, 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 recently, 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 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.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? _____ 2002 _____		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		X
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		X
EXPLANATION:		

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?	X	
(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.		
EXPLANATION: 2.a. Bridgemill does have an HOA and Covenants and Restrictions.		

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 manufacture prior to 1978? IF YES, 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.		X

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ Tania MacLeod _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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?		XXX
(b) Have any structural reinforcements or supports been added?		XXX
(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?	X	
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		XXX
(f) Have any notices alleging such violations been received?		XXXX
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		XXX
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

EXPLANATION:

4. c) We installed the pool, decking, outdoor fireplace and kitchen as well as covered deck with skylight.

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>17</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		XXX
(c) Is any portion of the heating and cooling system in need of repair or replacement?		XXXX
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		XXXX
(e) Are any fireplaces decorative only or in need of repair?		XXX
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		XX
(g) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?		XX

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(b) 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?		X
(c) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <u>n/a</u>		
(e) Is the main dwelling served by a sewage pump?		XXX
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <u>n/a</u>		XXX
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		XX
(h) Is there presently any polybutylene plumbing, other than the primary service line?		XXX
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		XXX

EXPLANATION:

WE are on sewer, so the septic questions are not applicable.

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>4</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?		XX
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		XX

EXPLANATION:

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		X
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		XX
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		XXX
(d) Has there ever been any flooding?		XXXX
(e) Are there any streams that do not flow year round or underground springs?		XXXX
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		XXXX

EXPLANATION:

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)?		XX
(b) Is there now or has there ever been any visible soil settlement or movement?		XXX
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		XX
(d) Do any of the improvements encroach onto a neighboring property?		XX

EXPLANATION:

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		X
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	XX	
If yes, is it transferable? _____ What is the cost? \$ <u>363.00</u> annually	XX	
If yes, company name/contact: _____ Massey		
Coverage: <input checked="" type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date <u>7/30/2020</u> Renewal Date <u>7/30/2020</u>		
(c) Is there a cost to maintain the bond, warranty or service contract?		X
If yes, what is the annual cost? \$ <u>363.00</u>		

EXPLANATION:

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		X
EXPLANATION:		

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) Is the Property subject to a threatened or pending condemnation action?		X
(f) How many insurance claims have been filed during Seller's ownership? _____		
EXPLANATION:		

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

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?		X
<p>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.</p>		

D. FIXTURES CHECKLIST

Directions on HOW TO USE: It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. **To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed but shall remain liable for the cost of Buyer having to dispose of such items provided that Buyer disposes of them within 30 days after Closing. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

Items identified as remaining with the Property shall mean those specific items 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. This section entitled "Fixtures Checklist" shall survive Closing.

Appliances

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

- _____
- _____
- _____
- _____

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.

Window coverings in Family Room, Dining Room, Main Level Bedroom and Foyer will stay with property

TV Mount - outside will stay

Sconces in Front Office Will be replaced with like kind.

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

- _____
- _____
- _____
- _____

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

Kenneth G. Mauro

1 Seller's Signature

Kenneth G. Mauro

Print or Type Name

Jun 8, 2020

Date

Gail Mauro

2 Seller's Signature

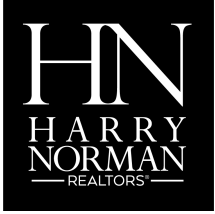
Gail Mauro

Print or Type Name

Jun 10, 2020

Date

Additional Signature Page (F267) is attached.



COMMUNITY ASSOCIATION DISCLOSURE
EXHIBIT " _____ "



2020 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____ 139 Cedar Woods Trail _____, _____ Canton _____, Georgia 30114 ("Property").

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

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

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become or have the right to become a member in the following type of community association ("Association") or the Association may also be a sub-association in a master Association. [Select all which apply. The section not checked shall not be a part of this Exhibit.]

- Mandatory Membership Condominium Association: The number of units in the condominium is _____. 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 Buyer of the Property to the Association is currently \$_____ and is paid in _____ installments.
Mandatory Membership Homeowners Association: Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the Buyer of the Property to the Association is currently \$ 170 and is paid in 1 installments.
Voluntary Membership Homeowners Association: If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \$_____ and is paid in _____ installments.
Master Membership in a Master Association: The Association is, or the Buyer will become, a member of a master Association. If the annual assessment paid by the Buyer of the Property to the Association does not include a payment from the Association to the master Association, the estimated total annual assessment paid by the Buyer to the master Association is currently \$_____ and is paid in _____ installments.
Age Restriction: If the Community is age restricted, occupancy is limited as follows:
At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older.
All units are occupied by persons 62 or older.
Other Mandatory Billed Association Fees: A fee for _____ is currently \$_____ and is paid in _____ installments.

B. CONTACT INFORMATION FOR ASSOCIATION:

Name of Association(s) Skyline Community Management
Contact Person / Title: Judith Davis
Property Management Company:
Telephone Number: 770-345-1888
E-mail Address: Bridgemill@skylinepropertiesga.com
Mailing Address: 3542 Sixes Road Suite 108 Canton GA 30114
Website Address of Association: bridgemill.org

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3. Information Regarding Who Pays Fees to the Association.

A. DISCLOSURE REGARDING FEES.

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

B. Amounts To Be Paid By Seller.

- i. **Account Statement Or Clearance Letter:** Seller agrees to pay the cost of any Association account statement or clearance letter ("Closing Letter") including all amounts required by the Association or management company to be pre-paid in order to obtain such Closing Letter. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter.

- ii. **Fees and Special Assessments:** In addition to Fees paid in order to obtain the Closing Letter, Seller agrees to pay:
a) all Fees owing on the Property which come due before the Closing so that the Property is sold free and clear of liens and monies owed to the Association; b) any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by the Seller; and c) any Transfer, Initiation and Administrative Fees and Special Assessments (as those terms are defined below) which Seller does not fully and accurately disclose herein.

C. Amounts To Be Paid By Buyer.

- i. **Transfer, Initiation and Administrative Fees:** Other than the amounts to be paid by Seller above, Buyer agrees to pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with the closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer, Initiation and Administrative Fees"). 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.

At Closing, Buyer shall be required to pay no more than \$ 210 for all Transfer, Initiation and Administrative Fees. Seller shall pay any amount in excess of this sum even in the event of any later disclosures made by the Seller of increases in such Transfer, Initiation and Administrative Fees. 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. In the event, the Seller fills in the above blank with "N/A" or is left empty, it shall be the same as Seller filling in the above blank with \$0.00.

- ii. **Pre-Paid Regular Assessments and Buyer Move-In Fees:** Notwithstanding the above, pre-paid regular assessments (excluding Special 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. Move-in fees, including fees and security deposits to reserve an elevator, shall not be Transfer, Initiation and Administrative Fees and shall be paid by Buyer.

D. Special Assessments.

To the best of Seller's knowledge there is OR is not a special assessment that is owing, has been approved, or is Under Consideration. For all purposes herein, the term "Under Consideration" 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 to Buyer all special assessment(s) passed or Under Consideration to Buyer. This warranty shall survive the Closing.

If a special assessment(s) 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 \$ _____;
- Under Consideration by the Association in the estimated amount of \$ _____;

AND/OR

- already passed by the master Association in the estimated amount of \$ _____;
- Under Consideration by the master Association in the estimated amount of \$ _____.

- i. **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, the 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.

- ii. **Who Pays for Disclosed Special Assessments:** With respect 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 due in installments for purposes of determining whether it is to be paid by Buyer or Seller.
 - (a) If the special assessment(s) is adopted and due in whole or being paid by installment, installment payments due prior to or on Closing shall be paid by the Seller; and
 - (b) Installment payments due subsequent to Closing shall be paid by the Buyer.
- iii. **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:
 - (a) 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;
 - (b) 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 the Buyer; and
 - (c) Notwithstanding the above, if the Buyer's portion of the special assessment(s) that is Under Consideration or approved 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 of being notified of the above, after which Buyer's right to terminate shall be deemed waived.

E. Assessments Pay for Following Services and Amenities. The following services and amenities are included in the Association annual assessment: [Select all which apply. The sections not checked shall not be a part of this Agreement.]

<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 Control
<input type="checkbox"/> Electric	<input type="checkbox"/> Trash Pickup	<input type="checkbox"/> Golf	<input type="checkbox"/> Termite Control
<input type="checkbox"/> Heating	<input type="checkbox"/> Road Maintenance	<input type="checkbox"/> Clubhouse	<input type="checkbox"/> Fire Insurance on Property
<input type="checkbox"/> Sewer	<input type="checkbox"/> Maintenance of Property	<input type="checkbox"/> Playground	<input type="checkbox"/> Flood Insurance on Property
	<input type="checkbox"/> Grounds	<input type="checkbox"/> Exercise Facility	<input checked="" type="checkbox"/> Common Area Insurance
	<input type="checkbox"/> Dwelling Exterior	<input type="checkbox"/> Equestrian Facility	<input type="checkbox"/> _____
	<input checked="" type="checkbox"/> Common Area Maintenance	<input type="checkbox"/> Marina/Boat Storage	<input type="checkbox"/> _____

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

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

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

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

Buyer's Initials: _____

Seller's Initials: KGM GM



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT " _____ "**



2020 Printing

This Exhibit pertains to that certain Property known as: 139 Cedar Woods Trail, Canton, Georgia 30114.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER/LANDLORD AND BUYER/TENANT, AND THE BUYER/TENANT PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER/TENANT AND SELLER/LANDLORD ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

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. KGH GH (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. [initial all that apply below]:

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: [initial 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. fgm (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.

_____	_____	<u>Kenneth G Mauro</u>	Jun 8, 2020
1 Buyer/Tenant Signature	Date	1 Seller/Landlord Signature	Date
_____	_____	<u>Gail Mauro</u>	Jun 10, 2020
2 Buyer/Tenant Signature	Date	2 Seller/Landlord Signature	Date
<input type="checkbox"/> Additional Signature Page (F267/F931) is attached.		<input type="checkbox"/> Additional Signature Page (F267/F931) is attached.	
_____	_____	<u>Tania Gardner MacLeod</u>	Jun 9, 2020
Selling/Leasing Broker	Date	Listing Broker	Date

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

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