

SELLER'S PROPERTY DISCLOSURE STATEMENT (CONDOMINIUM) EXHIBIT " _____ "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 225 East Ponce De Leon Avenue #304, Decatur, Georgia 30030.

NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to prospective buyers all known material or adverse facts relating to the physical condition of Unit and Property that are not readily observable, disclosing historical information and past problems with Unit and Property and identifying those fixtures/items that are included with the sale of Unit. For the purposes of this Disclosure Statement, the term "Unit" shall not include any interest in the common elements (including limited common elements) assigned to Unit in the Declaration. The term "Association" shall mean the condominium or Unit owners' association for the above referenced condominiums. The term "Property" shall refer to all property made a part of the condominium in which Unit is located. All answers are to be answered with respect to the above referenced property. IF THE ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES" OR "OTHER" SELLER SHALL FULLY EXPLAIN THE ANSWER TO THE QUESTION IN THE BLANK CORRESPONDING TO THE QUESTION AND/OR IN THE ADDITIONAL EXPLANATIONS PARAGRAPH.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is Unit vacant?	_____	✓	_____
(b) If yes, how long has it been since Seller occupied Unit? _____			
(c) Are there any leases, written or verbal, on Unit or any part thereof?	_____	✓	_____
2. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Are there any landfills (other than foundation backfill), graves, mine shafts, trash dumps or wells (in use or abandoned) on Property?	_____	✓	_____
(b) Is there any sliding, settling (other than normal settling), earth movement, sinkholes, upheaval, or earth stability/expansive soil problems?	_____	✓	_____
(c) Are there any encroachments, unrecorded easements, or boundary line disputes with respect to Property?	_____	✓	_____
(d) Are there any encroachments or unrecorded easements with respect to Unit?	_____	✓	_____
3. ROOF, GUTTERS AND DOWNSPOUTS:			
(a) Approximate age of roof on building in which Unit is located: _____ years.			
(b) Has the roof on the building in which the Unit is located, or any part thereof, been repaired during your ownership?	_____	_____	✓
(c) Are there any roof leaks into the Unit?	_____	✓	_____
4. TERMITES, DRY ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:			
(a) Is there any past or present damage to Property caused by infiltrating pests, termites, dry rot, or other wood-destroying organisms?	_____	_____	✓
(b) Is there any past or present damage to Unit caused by infiltrating pests, termites, dry rot, or other wood-destroying organisms?	_____	✓	_____
(c) Does the Association currently have Property under a transferable bond, warranty or other coverage for termites or other wood destroying organisms by a licensed pest control company?	_____	_____	✓
If yes, check type of coverage: <input type="checkbox"/> re-treatment and repair; or <input type="checkbox"/> re-treatment only			
(d) Have any termite/pest control reports or treatments for Property or Unit been done in the last five years?	_____	✓	_____
(e) Do any exterior portions or exterior improvements on Property have any untreated wood or exterior siding/cladding, such as rigid board insulation, foam plastic, synthetic stucco, hard coat stucco, wood or masonry siding (excluding brick), below grade or within six inches of finished grade?	_____	_____	✓
5. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:			
(a) What year was Unit constructed? _____			
(b) Is the condominium a condominium conversion?	_____	_____	✓
If yes, what year was it converted? _____			
(c) Has there been any movement, shifting, settling (other than normal settling), cracking, deterioration, or other structural problems with any portion of Property?	_____	_____	✓
(d) Has there been any movement, shifting, settling (other than normal settling), cracking, deterioration, or other structural problems with any portion of Unit?	_____	_____	✓
(e) Has there been any additional structural bracing, underpinning, or other structural reinforcement been added to any portion of Property?	_____	_____	✓
(f) Has there been any additional structural bracing, underpinning, or other structural reinforcement been added to any portion of Unit?	_____	_____	✓

Yes No Don't Know

- (g) Are there any problems with driveways, walkways, patios, or retaining walls serving Unit? _____ _____ ✓
- (h) Have there been any additions, structural changes, or any other major alterations to Unit subsequent to the time Property was submitted to the condominium form of ownership? _____ _____ ✓
- (i) Have there been any instances where necessary permits and/or approvals were not obtained for work done in or to Unit? _____ _____ ✓
- (j) Has there been any work done to Unit of the Condominium that was not in compliance with building codes or zoning regulations or for which a necessary permit was not obtained? _____ _____ ✓
- (k) Does any of the exterior siding or cladding of any portion of Property contain synthetic stucco where the interior studs and windows are constructed of wood? _____ _____ ✓

6. DRAINAGE, FLOODING AND MOISTURE:

- (a) Has there been any water leakage, accumulation, or dampness within Unit? _____ ✓ _____
- (b) Have any repairs been made to control any water or dampness problems in the Unit? _____ ✓ _____
- (c) Is Property or any portion thereof located in a flood zone? _____ _____ ✓
- (d) Has there been any drainage problems or flooding on Property? _____ _____ _____
- (e) Are there any problems with siding or exterior cladding of any portion of Property retaining moisture, swelling, chipping or delaminating? _____ _____ ✓
- (f) Does mold appear on interior portions of the Unit other than on the walls, floors or ceilings of showers/bathtubs or within common element walls adjacent to Unit? _____ ✓ _____

7. PLUMBING RELATED ITEMS:

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

8. OTHER SYSTEMS AND COMPONENTS:

- (a) What type of heating system(s) serve Unit? Electric Gas Other
- (b) Approximate age of heating system(s): 8 years
- (c) What type of air conditioning system(s) serve Unit? Rand A/C + Heating
- (d) Approximate age of air conditioning system(s): 8 years
- (e) How is water heated in the Unit? Electric Gas Solar
- (f) Approximate age of water heater: 8 years
- (g) Does any system for heating and/or cooling Unit or heating water serve more than one Unit? _____ ✓ _____
- (h) Does Unit have aluminum wiring other than the primary service line? _____ _____ ✓
- (i) Are there any system(s) or appliance(s) which is leased or which has a fee associated with its use? _____ ✓ _____
- (j) Are any fireplaces serving Unit not working fireplaces or not in good working order and repair? _____ ✓ _____
- (k) When was the fireplace, wood stove or chimney/flue cleaned? Date: _____ _____ _____ ✓

9. TOXIC SUBSTANCES:

- (a) Are there any underground tanks, toxic or hazardous substances on or in the common elements (structure or soil) such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or others or environmental contaminants? _____ _____ ✓
- (b) Are there any toxic or hazardous substances in the Unit? _____ ✓ _____

10. FEES, ASSESSMENTS AND PROPERTY MANAGEMENT:

- (a) In purchasing Unit, will any initiation, transfer, or other similar fee be owed to the Association? If yes, what amount \$ 200.00 ✓ _____ _____
- (b) The Association fee for common expenses is: \$ 350.00 per month
- (c) Are there any special assessments approved by but yet not owing or due to the Association? If yes, what amount \$ 4500.00 ? ✓ _____ _____
- (d) Are there any delinquent fines or other assessments owing on Unit? If yes, state amount. \$ 1650.00 _____ ✓ _____
- (e) Has the annual assessment for Unit for the next fiscal year been approved? If yes, how much will the new assessment be? \$ _____ _____ _____ ✓
- (f) Is the Association a defendant in any lawsuit? _____ ✓ _____
- (g) Is the Association self managed or not managed by a professional management company? _____ ✓ _____
Name and telephone number of Association or management company contact person:
Bodie Brown - 404-835-9192

Yes No Don't Know

11. OTHER MATTERS:

- (a) Have there been any inspections of Unit in the past year? _____ ✓ _____
- (b) Has Unit or the common elements of the condominium ever been, or is it currently, the subject of litigation or claim including, but not limited to, defective building products, construction defects, termites, and/or title problems? _____ _____ ✓
- (c) Has there been any award or payment of money in lieu of repairs for such a defective building product? _____ _____ ✓
- (d) Has any release been signed that would limit a future owner from making any claims in connection with Unit or Property? _____ _____ ✓
- (e) Is there any fire, flood or wind damage which required repairs to Unit in excess of \$500.00? _____ _____ ✓
- (f) Are there any fixtures or appliances included in the sale that are in need of repair? _____ ✓ _____
- (g) Have any repairs been made to the electrical, plumbing, or heating and air condition system, or any part thereof? _____ ✓ _____
- (h) Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed? _____ _____ ✓

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

- | | | |
|---|---|---|
| <input type="checkbox"/> Air Conditioning Window Unit
<input type="checkbox"/> Air Purifier
<input type="checkbox"/> Alarm System (Burglar)
<input type="checkbox"/> Leased <input type="checkbox"/> Owned
<input type="checkbox"/> Alarm System (Smoke/Fire)
<input type="checkbox"/> Leased <input type="checkbox"/> Owned
<input type="checkbox"/> Awning
<input checked="" type="checkbox"/> Carbon Monoxide Detector
<input checked="" type="checkbox"/> Ceiling Fan
<input type="checkbox"/> Remote Control
<input type="checkbox"/> Chandelier
<input checked="" type="checkbox"/> Closet Shelving System
<input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input type="checkbox"/> Dehumidifier
<input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input checked="" type="checkbox"/> Dishwasher
<input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input checked="" type="checkbox"/> Door & Window Hardware
<input checked="" type="checkbox"/> Dryer
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric
<input checked="" type="checkbox"/> Fireplace
<input type="checkbox"/> Gas Logs
<input type="checkbox"/> Gas Starter Key
<input type="checkbox"/> Remote Control
<input checked="" type="checkbox"/> Screen/Door
<input type="checkbox"/> Wood Burning Insert
<input checked="" type="checkbox"/> Fire Sprinkler System
<input type="checkbox"/> Flag Pole | <input type="checkbox"/> Garage Door Opener
<input type="checkbox"/> Remote Control
<input checked="" type="checkbox"/> Garbage Disposal
<input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input type="checkbox"/> Hot Tub
<input type="checkbox"/> Humidifier
<input checked="" type="checkbox"/> Ice Maker
<input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input type="checkbox"/> Intercom
<input type="checkbox"/> Jetted Tub
<input type="checkbox"/> Light Fixtures
<input type="checkbox"/> (Except Chandeliers)
<input checked="" type="checkbox"/> Mailbox
<input checked="" type="checkbox"/> Microwave Oven
<input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input type="checkbox"/> Mirror (Attached)
<input type="checkbox"/> Radio (Built-In)
<input checked="" type="checkbox"/> Refrigerator
<input type="checkbox"/> Satellite Dish/Receiver
<input type="checkbox"/> Sauna
<input type="checkbox"/> Shelving Unit & System
<input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input checked="" type="checkbox"/> Shower Head/Sprayer
<input checked="" type="checkbox"/> Smoke Detector
<input checked="" type="checkbox"/> Battery Operated <input type="checkbox"/> Hard Wired
<input type="checkbox"/> Speakers (Built-In) | <input type="checkbox"/> Statuary
<input type="checkbox"/> Stepping Stones
<input checked="" type="checkbox"/> Stove
<input checked="" type="checkbox"/> Gas <input type="checkbox"/> Electric
<input checked="" type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input type="checkbox"/> Sump Pump
<input checked="" type="checkbox"/> Surface Unit Cook Top
<input checked="" type="checkbox"/> Gas <input type="checkbox"/> Electric
<input type="checkbox"/> Switch Plate Covers
<input checked="" type="checkbox"/> Telephone Jacks/Wires
<input type="checkbox"/> Television Antenna
<input checked="" type="checkbox"/> Television Cable/Jacks
<input type="checkbox"/> Thermostat (Programmable)
<input type="checkbox"/> Trash Compactor
<input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing
<input type="checkbox"/> Vacuum System (Built-In)
<input type="checkbox"/> Vacuum Attachments
<input checked="" type="checkbox"/> Vent Hood
<input checked="" type="checkbox"/> Washing Machine
<input type="checkbox"/> Water Purification System
<input type="checkbox"/> Water Softener System
<input type="checkbox"/> Weather Vane
<input checked="" type="checkbox"/> Window Screens
<input checked="" type="checkbox"/> Window Treatments (Including Hardware)
<input type="checkbox"/> Wine Cooler |
|---|---|---|

Other fixtures/items included in the sale of Unit:

Other fixtures/items not included in the sale of Unit:

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

13. **LEAD-BASED PAINT:** Was any part of the residential dwelling on Unit constructed prior to 1978?

Yes No Don't Know [If no, proceed to paragraph 14.]

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

14. **AGRICULTURAL DISCLOSURE:** Is the subject property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? Yes No Don't Know

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and 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 that are in conformance with existing laws and regulations and accepted customs and standards.

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

10.(a) A move-in fee of \$200.00

10(c) A capital contribution of \$500.00 per month

Mark box if additional pages are attached.

16. **SELLER'S REPRESENTATION:**

In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with respect to the condition of Property and Unit is accurate and complete as of the date signed by Seller. It is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer should consult the Association for additional information regarding the common elements of the Condominium and the operation of the Association. Seller hereby authorizes Broker to provide this information to prospective buyers of Unit and to real estate brokers and their affiliated licensees. **Seller agrees to promptly update this Seller's Condominium Disclosure Statement and to provide any Buyer and Brokers with a revised copy of the same if there are any material changes in the answers to the questions contained herein.**

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

Yes No

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

Yes No

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

Yes No

Seller: Ephraim Taggett

Date: _____

Seller: _____

Date: _____

17. **RECEIPTS AND ACKNOWLEDGMENT BY BUYER:**

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

Buyer: _____

Date: _____

Buyer: _____

Date: _____

COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT " _____ "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 225 East Ponce De Leon Avenue #304, Decatur, Georgia 30030

A. TYPE OF ASSOCIATION.

Seller hereby discloses to Buyer that, in purchasing the Property, Buyer will either become a mandatory member or have the opportunity to become a voluntary member in the following type of community association ("Association"): [Select all which apply. The section not checked shall not be a part of this Exhibit].

- Mandatory Membership Condominium Association
- Mandatory Membership Homeowners Association
- Voluntary Membership Homeowners Association

B. EXISTENCE OF MASTER ASSOCIATION

Seller also discloses to Buyer that in addition to the Association referenced above, there is OR is not a master association of which Buyer shall become a member or in which the Association is already a member.

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

Towne Square Condominium Assn, Inc.
Community Management Associates
P.O. Box 65851
Phoenix, AZ 85082-5851
404.352.5470

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

- 1. Mandatory Membership Association.** Buyer acknowledges that Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently _____ and is paid in _____ installments.
- 2. Voluntary Membership Association.** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be _____ and paid in _____ installments.
- 3. Master Association.** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be _____ and shall be paid in _____ installments.

E. INITIATION FEE.

Any Association initiation fee, membership fee, transfer fee or other similar fee or charge (hereinafter collectively referred to as "Initiation Fee") shall be paid by the Buyer. To the best of Seller's knowledge, there is OR is not an Initiation Fee. If there is an Initiation Fee, the estimated amount of the Initiation Fee is \$ 200.00 and is due move-in

F. ACCOUNT STATEMENT LETTER.

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

G. SPECIAL ASSESSMENTS. [Select all which apply. The sections not checked shall not be a part of this Agreement].

To the best of Seller's knowledge there is OR is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is [Select all which apply. The sections not checked shall not be a part of this Agreement]:

- already passed by the Association in the estimated amount of \$ 6000.00;
- already passed by the Master Association in the estimated amount of \$ _____;
- under consideration by the Association in the estimated amount of \$ _____; or
- under consideration by the Master Association in the estimated amount of \$ _____.

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

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

Utilities for Property

- Gas
- Water
- Electric
- Heating
- Sewer

Services

- Concierge
- Gate Attendant
- Trash Pickup
- Road Maintenance
- Maintenance of Property
- Grounds
- Dwelling Exterior
- Common Area Maintenance

Amenities

- Pool
- Tennis
- Golf
- Clubhouse
- Playground
- Exercise Facility
- Equestrian Facility
- Marina/Boat Storage

Other

- Cable
- Pest and Termite Control
- Fire Insurance on Property
- Common Area Insurance

I. ADDITIONAL FEES FOR SERVICES AND FACILITIES.

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

J. NO WARRANTY.

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

Buyer's Initials: _____ / _____

Seller's Initials: EF / _____

EXHIBIT TO AGREEMENT
EXHIBIT " _____ "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 225 East Ponce De Leon Avenue #304 Decatur, Georgia 30030

[NOTE: The following language is furnished by the parties and is particular to this transaction.]

Seller to provide the following information for this agreement at time of binding agreement:

HOA President: Rex Nequette Phone: 404-371-4043

Mgmt. Company: Community Mgmt Assn Phone: 404-835-9192

Mgmt. Company FAX: 404-835-9100 Contact: Bodie Brown

Tennite Company: _____ Phone: _____

FAX: _____

Electric Company: Georgia Power Phone: 888-660-5890

Cable Company: Comcast Phone: 404-266-2778

Internet Company: Comcast Phone: 404-266-2778

Sanitation Company: _____ Phone: _____

Water Company: _____ Phone: _____

Parking Space Number(s): 44 Mailbox Number: 304

Security System Code: _____

Additional Details:

Buyer's Initials: _____

Seller's Initials: EF

UTILITY RECORD

Property Address 225 East Ponce De Leon Avenue City Decatur Zip 30030

Month	Electricity	Gas	Water	Sanitation
January	\$ 79.78	\$ 23.74		
February	\$ 112.02	\$ 23.78		
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Electric Company Georgia Power Company Phone 888.660.5890

Water Company _____ Phone _____

Sanitation Company _____ Phone _____

Cable Company ComCast Phone 404.266.2778

Internet Company ComCast Phone 404.266.2778

Management Company Community Mgmt. Assn. Phone 404.835.9192

This information is believed to be accurate, but is not warranted.
 CONDOATLANTA.COM, INC. 770-995-9570 Office 770-234-5735 FAX
<http://condoatlanta.com>

condoatlanta.com