



# LEGAL DESCRIPTION EXHIBIT

## EXHIBIT "A"



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: 1082 Greenbriar Circle, Decatur, Georgia 30033.

**Legal Description.** The full legal description of the Property is described below:

All that tract or parcel of land lying and being in Land Lot 99 of the 18th District, DeKalb County, Georgia, and being Lot 21 of Evergreen Forest, Unit Five, as per plat recorded in Plat Book 29, Page 155, DeKalb County Records, and a parcel to the north of Lot 21, said entire tract being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the northerly right-of-way line of Greenbriar Circle (60' right-of-way) at the southeasterly corner of Lot 21 of said Plat referenced above, said rebar being 1020.6 feet from the right-of-way of Greenbriar Place (60 foot right-of-way); running thence westerly along the northerly right-of-way of Greenbriar Circle (60' right-of-way) along the arc of a curve an arc distance of 23.94 feet (said arc being subtended by a chord bearing North 84 degrees 43 minutes 23 seconds west for a distance of 23.92 feet) to a point; continuing along the northerly right-of-way of Greenbriar Circle North 88 degrees 03 minutes 31 seconds west a distance of 51.06 feet to a 1/2" rebar found on the easterly line of Lot 22 and the westerly line of Lot 21; running thence along said lot line north 01 degrees 30 minutes 05 seconds west a distance of 146.06 feet to a 1" crimped top pipe found on the original north lot line of said Lot 21; running thence North 03 degrees 04 minutes 17 seconds west 87.50 feet to a 1/2" rebar found; running thence north 89 degrees 28 minutes 12 seconds east 75.21 feet to a 1/2" rebar found; running thence South 03 degrees 41 minutes 49 seconds east 87.80 feet to a 1/2" rebar found on the original northerly lot line of Lot 21; running thence along the line dividing Lots 20 and 21 south 00 degrees 57 minutes 20 seconds east 150.42 feet to the point of beginning. Being improved property known as 1082 Greenbriar Circle as per survey prepared by James H. Carter, G.R.L.S. #1999 of The Carter Group dated August 1, 2000.

Buyer's Initials:

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Seller's Initials:

<i>TH</i>	<i>BH</i>		
02/03/20 2:35 PM EST dotloop verified	02/03/20 5:45 PM EST dotloop verified		

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Kyle Eaves 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.



# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT “ B ”



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: 1082 Greenbriar Circle  
Decatur, Georgia, 30033). 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? <u>1960</u>		
(b) Is the Property vacant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, how long has it been since the Property has been occupied? <u>N/A</u>		
(c) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a community association? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### EXPLANATION:

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? <b>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.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have any structural reinforcements or supports been added?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Has any work been done where a required building permit was not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Have any notices alleging such violations been received?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		
4. (a & b) - Settling of the front wall around the fireplace was repaired by Foundation Worx in October 2019 (life of structure warranty).		

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): 23 (Furn), 10 (A/C) years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is any portion of the heating and cooling system in need of repair or replacement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are any fireplaces decorative only or in need of repair?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		
5. (e) - The fireplace is decorative.		

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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? N/A		
(e) Is the main dwelling served by a sewage pump?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Has any septic tank or cesspool on Property ever been professionally serviced?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, please give the date of last service: N/A		
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Is there presently any polybutylene plumbing, other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>1</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		
7. (b) - The roof was replaced in May 2019. There was a flashing and roof leak in the area surrounding the chimney. The entire roof was replaced due to storm damage. The shelving and drywall damaged from the leak was replaced.		

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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Has there ever been any flooding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there any streams that do not flow year round or underground springs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		
8. (a & b) - There was a minor water leak at the front wall of the basement. We had Trotter come out to evaluate it and they determined that water needed to be diverted away from the foundation of the home. Water flow was diverted and there have been no issues with any water leaks since.		

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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Do any of the improvements encroach onto a neighboring property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, is it transferable? _____ What is the cost? \$ <u>Free to transfer.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, company name/contact: <u>Cingo Pest Control - Jason Smith</u>		
Coverage: <input type="checkbox"/> re-treatment and repair <input checked="" type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		
(c) Is there a cost to maintain the bond, warranty or service contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, what is the annual cost? \$ <u>300</u>		
<b>EXPLANATION:</b>		

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

<b>12. LITIGATION and INSURANCE:</b>	<b>YES</b>	<b>NO</b>
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Is the Property subject to a threatened or pending condemnation action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) How many insurance claims have been filed during Seller's ownership? <u>1</u>		
<b>EXPLANATION:</b>		
12. (f) - Claim was made in May 2019 for roof replacement from storm damage.		

<b>13. OTHER HIDDEN DEFECTS:</b>	<b>YES</b>	<b>NO</b>
(a) Are there any other hidden defects that have not otherwise been disclosed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXPLANATION:</b>		

<b>14. AGRICULTURAL DISCLOSURE:</b>	<b>YES</b>	<b>NO</b>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<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>		

**ADDITIONAL EXPLANATIONS** (If needed):

## 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

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**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.

1. Shelving units in the basement will be removed prior to sale.

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

1. Basement light fixtures do not work.

## 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

*Tyson Hendry* dotloop verified  
02/03/20 2:35 PM EST  
EWTN-IOEV-EWCI-VIOQ

**1 Seller's Signature**

Tyson Hendry  
\_\_\_\_\_  
Print or Type Name

02/03/2020  
\_\_\_\_\_  
Date

*Brandy Hendry* dotloop verified  
02/03/20 5:45 PM EST  
AEYT-5DFM-VM1A-KJRP

**2 Seller's Signature**

Brandy Hendry  
\_\_\_\_\_  
Print or Type Name

02/03/2020  
\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.





# LEAD-BASED PAINT EXHIBIT "C"



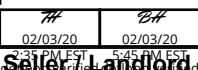
2020 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale or lease of that certain Property known as: 1082 Greenbriar Circle, Decatur, Georgia 30033.

## 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.

Initials of Seller/Landlord  
  
 02/03/20 02/03/20  
 2:35 PM EST 5:45 PM EST

### A. Presence of lead-based paint and/or lead paint hazard [check one below]:

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below): \_\_\_\_\_

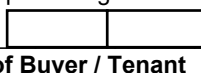
☒ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

☐ Seller/Landlord has provided the Buyer/Tenant with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below): \_\_\_\_\_

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

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

Initials of Buyer / Tenant  


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

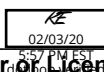
B. Buyer/Tenant has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".

### C. Buyer/Tenant has [check one below]:

☒ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## 4. Broker's Acknowledgment.

Initials of Broker or Licensee of Broker  
  
 02/03/20  
 5:57 PM EST

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.


\_\_\_\_\_  
 1 Buyer/Tenant Signature Date

\_\_\_\_\_  
 2 Buyer/Tenant Signature Date


☐ Additional Signature Page (F267/F931) is attached.

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

 dotloop verified  
 02/03/20 2:35 PM EST  
 DMFH-QFEH-EVEG-VBIS  
 1 Seller/Landlord Signature Date

 dotloop verified  
 02/03/20 5:45 PM EST  
 Q5R6-POVA-D1EX-E17O  
 2 Seller/Landlord Signature Date

☐ Additional Signature Page (F267/F931) is attached.

 dotloop verified  
 02/03/20 5:57 PM EST  
 QXXY-5FIV-ULTW-Q2IV  
 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.**

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Kyle Eaves 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.

# Exhibit "D"



## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Property: 1082 Greenbriar Circle Decatur 30034

From: **Better Homes and Gardens Real Estate Metro Brokers** Date: \_\_\_\_\_

This is to give you notice that Metro Brokers, Inc. (dba Better Homes and Gardens Real Estate Metro Brokers), Metro Brokers Insurance Services, Inc., are wholly owned by Metro Brokers Holding Company, Inc. Metro Brokers Holding Company also owns 100% of Metro Brokers Financial, Inc. Because of these relationships, referrals between any or all of the above named affiliated companies may result in a financial or other benefit.

Below is the range of charges for residential settlement services by the affiliated companies. You are NOT required to use any of these providers as a condition for purchase, sale or refinance of property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES.

### Metro Brokers Financial, Inc.

Set forth below are the estimated charges or range of charges for settlement services by Metro Brokers Financial:

Loan Origination: 0% - 3% of the Loan Amount.

### Metro Brokers Insurance Services, Inc.

Set forth below are the estimated charges or range of charges for homeowner's insurance coverage provided by Metro Brokers Insurance, Inc.:

Homeowner's Insurance: \$0.00 to \$20.00 per thousand of replacement cost value of the residential real estate being insured.

### Disclosure of Information

Metro Brokers BHGRE may disclose information concerning your real estate transaction to certain affiliated concierge moving and relocation service providers to facilitate your move and relocation unless instructed by you not to do so. Any arrangement you enter into with these providers is optional and you are not required to use any of these providers or their services.

### **Acknowledgement:**

I/We have read this Disclosure Statement and understand that Better Homes and Gardens Real Estate Metro Brokers is affiliated with Metro Brokers Financial, Inc., Metro Title Trust and Metro Brokers Insurance Services, Inc. and may receive a financial or other benefit in the event I am referred to or elect to utilize the services of any of the named affiliated companies. I/We further understand that Metro Brokers BHGRE may disclose information concerning this transaction to certain affiliated concierge moving and relocation service providers.

Signature	Date
Signature	Date
<i>Tyson Hendry</i>	<small>dotloop verified 02/03/20 2:35 PM EST E9FH-ZBDM-DUUG-YMNE</small>
Signature	Date
<i>Brandy Hendry</i>	<small>dotloop verified 02/03/20 5:45 PM EST 5FBO-SJJY-EESP-1MTN</small>
Signature	Date



# DEKALB COUNTY PLUMBING DISCLOSURE

## EXHIBIT “ E ”



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: 1082 Greenbriar Circle, Decatur, Georgia 30033.

Seller hereby discloses to Buyer that: (1) the Property is located in unincorporated DeKalb County and contains a residence or other structure constructed prior to 1993, and (2) Buyer shall be obligated as a condition of applying for water service from DeKalb County to attach to the application a certificate of compliance signed by a home inspector, Department of Watershed Management inspector or licensed plumber certifying that all plumbing fixtures on the Property are water conserving plumbing fixtures.

A water conserving plumbing fixture shall mean the following: ultra low-flow toilets (ULFTs) that use a maximum of 1.6 gallons per flush; urinals that use a maximum of 1.0 gallons per flush; showerheads that emit a maximum of 2.5 gallons per minute; lavatory faucets that emit a maximum of 2.0 gallons per minute; and kitchen faucets that emit a maximum of 2.2 gallons per minute.

### Exemptions

This requirement shall not apply to Buyer if:

1. The Property is being advertised for foreclosure;
2. Buyer is demolishing the residence after it is purchased; provided, however, that any water service that is being obtained by the Buyer may only be used for demolition or construction related purposes;
3. Buyer is a spouse, child or parent of the Seller (including conveyances during the administration of the estate of such spouse, parent or child); or
4. The cost to install the water conserving plumbing fixtures exceeds One Thousand (\$1,000) dollars per toilet in a single family residential building; or
5. The cost to install water conserving plumbing fixtures exceeds Two Thousand (\$2,000) dollars per toilet in a commercial property or apartment.

Questions regarding whether Buyer is eligible for an exemption to the law requiring the installation of water conserving plumbing fixtures should be directed to the DeKalb County Department of Watershed Management at 770-621-7200.

The undersigned acknowledges receipt of the above-referenced disclosure prior to entering into a contract to purchase the above-referenced Property.

Buyer's Initials: \_\_\_\_\_

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Seller's Initials: \_\_\_\_\_

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