SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT "A"

Georgia REALTORS®

2025 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: 3765 Mount Pleasant Road NE Dalton, Georgia, 30721. This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

(1) answer all questions in reference to the Property and the improvements thereon;

(2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers (hereinafter, collectively "Knowledge");

(3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident;

(4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to Closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property or has not recently occupied the Property, Seller's Knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that it is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual Knowledge and belief of all Sellers of the Property. In other words, if a Seller answers "no" to a question, it means Seller has no Knowledge whether such condition exists on the Property. As such, Seller's answers should not be taken as a warranty or guaranty of the accuracy of such answers, nor a substitute for Buyer doing its own due diligence.

C. SELLER DISCLOSURES.

1. GENERAL:	**YES**	**NO**
(a) What year was the main residential dwelling constructed? 1986		
(b) Is the Property vacant?	☐	☑
If yes, how long has it been since the Property has been occupied? ______		
(c) Is the Property or any portion thereof leased?	☐	☑
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?	☐	☑

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?	☐	☑
(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:

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.**	☐	☑

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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?	☐	☑
(b) Have any structural reinforcements or supports been added?	☐	☑
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?	☑	☐
(d) Has any work been done where a required building permit was not obtained?	☑	☐
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?	☐	☑
(f) Have any notices alleging such violations been received?	☐	☑
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?	☐	☑
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?	☐	☑

EXPLANATION:

Converted 2 car garage to a guest bedroom and a storage area.

5. SYSTEMS and COMPONENTS:	**YES**	**NO**
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?	☑	☐
(b) Date of last HVAC system(s) service: January 31, 2022		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?	☑	☐
(d) Is any portion of the heating and cooling system in need of repair or replacement?	☐	☑
(e) Does any dwelling or garage have aluminum wiring other than in the primary service line?	☐	☑
(f) Are any fireplaces decorative only or in need of repair?	☐	☑
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?	☐	☑
(h) Is there any Spray Polyurethane Foam (SPF) insulation in the Property?	☑	☐
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, etc.)?	☐	☑
(j) Are there any remotely accessed thermostats, lighting systems, security camera, video doorbells, locks, appliances, etc. servicing the Property?	☐	☑

EXPLANATION:

Storage area is not heated but well insulated. Small amount of SPF around a heat and air duct in the added guest bedroom.

6. SEWER/PLUMBING RELATED ITEMS:	**YES**	**NO**
(a) Approximate age of water heater(s): 2 1/2 years		
(b) What is the drinking water source: ☑ public ☐ private ☐ well		
(c) If the drinking water is from a well, give the date of last service:		
(d) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing:	☐	☐
(e) What is the sewer system: ☐ public ☐ private ☑ septic tank		
(f) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? 3		
(g) Is the main dwelling served by a sewage pump?	☐	☑
(h) Has any septic tank or cesspool on Property ever been professionally serviced?	☑	☐
If yes, give the date of last service: March 19, 2025		
(i) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?	☐	☑
(j) Is there presently any polybutylene plumbing, other than the primary service line?	☐	☑
(k) Has there ever been any damage from a frozen water line, spigot, or fixture?	☐	☑

EXPLANATION:

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

EXPLANATION:

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

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)?	☐	☑
(b) Is there now or has there ever been any visible soil settlement or movement?	☐	☑
(c) Are there any shared improvements which benefit or burden the Property, including, but not limited to a shared dock, septic system, well, driveway, alleyway, or private road?	☐	☑
(d) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?	☐	☑
(e) Are there any underground pipelines crossing the Property that do not serve the Property?	☐	☑

EXPLANATION:

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	**YES**	**NO**
(a) Are you aware of any wildlife accessing the attic or other interior portions of the residence?	☐	☑
(b) Is there any damage or hazardous condition resulting from such wildlife intrusion; from insects (such as termites, bees and ants); or by fungi or dry rot?	☐	☑
(c) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	☐	☑
If yes, what is the cost to transfer? $ ______ What is the annual cost? ______		
If yes, company name/contact: ______		
Coverage: ☐ re-treatment and repair ☐ re-treatment ☐ periodic inspections only		
Expiration Date ______ Renewal Date ______		

EXPLANATION:

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

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?	☐	☑
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?	☐	☑
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?	☐	☑
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?	☐	☑
(e) Is the Property subject to a threatened or pending condemnation action?	☐	☑
(f) How many insurance claims have been filed during Seller's ownership? ________________		

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 the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?	☐	☑
(b) Is the Property receiving preferential tax treatment as an agricultural property?	☐	☑

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.

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ADDITIONAL EXPLANATIONS (If needed):

D. FIXTURES CHECKLIST

1. **Directions on How to Generally Fill Out Fixtures Checklist. REGARDLESS OF WHETHER AN ITEM IS A FIXTURE OR NOT, SELLER SHALL HAVE THE RIGHT TO REMOVE ALL ITEMS ON THE FIXTURES CHECKLIST BELOW THAT ARE LEFT BLANK. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** 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 shall remove all Refrigerators on the Property, unless otherwise noted. Similarly, if "Refrigerator" is checked or marked in the Fixtures Checklist, then all refrigerators shall remain with the Property unless otherwise noted. This Fixtures Checklist is intended to supersede the common law of fixtures with regard to the items identified below. The common law of fixtures shall apply to all items not identified on this Fixtures Checklist.

2. **Items Not Remaining with the Property.** Items identified as not remaining with the Property that are physically attached to the Property shall be carefully removed from the Property in a manner designed to do minimal damage, but such items do not need to be replaced with a similar item. Seller shall make reasonable efforts to repair areas damaged by the removal of an item. Reasonable efforts to repair damage shall not extend to painting newly exposed areas that do not match the surrounding paint color. (Seller is encouraged, but shall not be required, to remove fixtures not remaining with the Property prior to marketing the Property for sale). 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 be liable to Buyer for the reasonable cost of disposing such items provided that Buyer disposes of them within 30 days after Closing or the transfer of possession, which is later.

3. **Items Remaining with Property.** Items identified as remaining with the Property shall mean those specific items, including any solely necessary or required controller, as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or

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better shall be considered substantially identical. Once the Seller's Property is under contract, the items that may be removed and taken by the Seller, as reflected in this Seller's Property Disclosure Statement, may only be amended with the written consent of the Buyer of the Property.

Appliances
- ☐ Clothes Dryer
- ☐ Clothes Washing Machine
- ☑ Dishwasher
- ☐ Garage Door Opener
- ☑ Garbage Disposal
- ☑ Ice Maker
- ☑ Microwave Oven
- ☑ Oven
- ☑ Range
- ☐ Refrigerator w/o Freezer
- ☑ Refrigerator/Freezer
- ☐ Free Standing Freezer
- ☐ Surface Cook Top
- ☐ Trash Compactor
- ☐ Vacuum System
- ☐ Vent Hood
- ☐ Warming Drawer
- ☐ Wine Cooler

Home Media
- ☐ Amplifier
- ☐ Cable Jacks
- ☐ Cable Receiver
- ☐ Cable Remotes
- ☐ Intercom System
- ☐ Internet HUB
- ☐ Internet Wiring
- ☐ Satellite Dish
- ☐ Satellite Receiver
- ☐ Speakers
- ☐ Speaker Wiring
- ☐ Switch Plate Covers
- ☐ Television (TV)
- ☐ TV Antenna
- ☐ TV Mounts/Brackets
- ☐ TV Wiring

Interior Fixtures
- ☑ Ceiling Fan
- ☐ Chandelier
- ☐ Closet System
- ☐ Fireplace (FP)
- ☐ FP Gas Logs
- ☐ FP Screen/Door
- ☐ FP Wood Burning Insert
- ☑ Light Bulbs
- ☑ Light Fixtures
- ☐ Mirrors
  - ☐ Wall Mirrors
  - ☑ Vanity (hanging) Mirrors
- ☐ Shelving Unit & System
- ☑ Shower Head/Sprayer
- ☐ Storage Unit/System
- ☑ Window Blinds (and Hardware)
- ☐ Window Shutters (and Hardware)
- ☐ Window Draperies (and Hardware)
- ☑ Unused Paint

Landscaping / Yard
- ☐ Arbor
- ☐ Awning
- ☑ Basketball Post and Goal
- ☐ Birdhouses
- ☐ Boat Dock
- ☐ Fence - Invisible
- ☐ Dog House
- ☐ Flag Pole
- ☐ Gazebo
- ☐ Irrigation System
- ☐ Landscaping Lights
- ☑ Mailbox
- ☑ Out/Storage Building
- ☑ Porch Swing
- ☐ Statuary
- ☐ Stepping Stones
- ☐ Swing Set
- ☐ Tree House
- ☐ Trellis
- ☐ Weather Vane

Recreation
- ☐ Aboveground Pool
- ☐ Gas Grill
- ☐ Hot Tub
- ☐ Outdoor Furniture
- ☐ Outdoor Playhouse
- ☑ Pool Equipment
- ☐ Pool Chemicals
- ☐ Sauna

Safety
- ☐ Alarm System (Burglar)
- ☐ Alarm System (Smoke/Fire)
- ☑ Security Camera
- ☐ Carbon Monoxide Detector
- ☑ Doorbell
- ☑ Door & Window Hardware
- ☐ Fire Sprinkler System
- ☑ Gate
- ☐ Safe (Built-In)
- ☑ Smoke Detector
- ☑ Window Screens

Systems
- ☐ A/C Window Unit
- ☐ Air Purifier
- ☐ Whole House Fan
- ☐ Attic Ventilator Fan
- ☐ Ventilator Fan
- ☐ Car Charging Station
- ☐ Dehumidifier
- ☐ Generator
- ☐ Humidifier
- ☐ Propane Tank
- ☐ Propane Fuel in Tank
- ☐ Fuel Oil Tank
- ☐ Fuel Oil in Tank
- ☐ Sewage Pump
- ☐ Solar Panel
- ☐ Sump Pump
- ☐ Thermostat
- ☐ Water Purification System
- ☐ Water Softener System
- ☐ Well Pump

Other
- ☐ ________
- ☐ ________
- ☐ ________
- ☐ ________

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.

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.

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

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1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

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

Judy Cox

dotloop verified
07/24/25 11:33 AM EDT
SVPW-0TIN-FRQQ-DPCO

1 Seller's Signature

Judy Cox

Print or Type Name

Date

Larry Cox

dotloop verified
07/24/25 11:38 AM EDT
3WCW-VFAK-NBYC-L6ZZ

2 Seller's Signature

Larry Cox

Print or Type Name

Date

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

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