

SELLER'S DISCLOSURE OF LATENT DEFECTS AND FIXTURES CHECKLIST

EXHIBIT " A "



2024 Printing

This Seller's Disclosure of Latent Defect ("Disclosure") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property known as or located at: 2198 Star Mist Drive SW, Atlanta, Georgia, 30311.

Georgia law requires a seller to disclose latent defects in the seller's property to the buyer of the property of which the seller is aware, and which could not be discovered by the buyer upon a reasonably careful inspection of the property. A latent defect in a property is a defect that is hidden. For example, a defective septic system or termite damage that has been covered over have been found by our courts to be latent defects. If a defect is obvious, it does not need to be disclosed. If a defect has been corrected, it is no longer a defect. Because parties can disagree over whether a defect is obvious or whether a repair was properly made, erring on the side of disclosure is recommended.

1. **SELLER OCCUPANCY:**

- ☐ Seller occupies (or was the most recent occupant) of Property;
- ☐ Seller was not the most recent occupant of Property;
- ☒ Seller has never occupied Property.

2. **SELLER HEREBY DISCLOSES THE KNOWN LATENT DEFECTS:**

- ☐ No known latent defects.
- ☐ Known latent defects. _____

☐ Additional Pages are attached.

3. **AGRICULTURAL DISCLOSURE:** 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? ☐ Yes ☒ No

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.

4. **FIXTURES CHECKLIST**

A. 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.

B. Items Not Remaining with the Property. Items identified as not remaining with the Property that are not 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.

C. Items Remaining with Property. Items identified as remaining with the Property shall mean those specific items, including any solely necessary or required controller, as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. Once the Seller's Property is under contract, the items that may be removed and taken by the Seller, as reflected in this Seller's Property Disclosure Statement, may only be amended with the written consent of the Buyer of the Property.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Carlos Whitaker 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.

Copyright© 2024 by Georgia Association of REALTORS®, Inc.

F302, Seller's Disclosure of Latent Defects & Fixtures Checklist, Page 1 of 2, 01/01/24

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

- ☐ _____
☐ _____
☐ _____
☐ _____

D. 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.

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

Seller's Signature: _____
 Print or Type Name: Roaring River LLC

Date: 12/27/2024

Seller's Signature: _____
 Print or Type Name: _____

Date: _____

☐ Additional Signature Page (F267) is attached.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER: Buyer acknowledges the receipt of this Seller's Disclosure of Latent Defect and Fixtures Checklist.

Buyer's Signature: _____
 Print or Type Name: _____

Date: _____

Buyer's Signature: _____
 Print or Type Name: _____

Date: _____

☐ Additional Signature Page (F267) is attached.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
PURCHASE AND SALE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT " B "**



2024 Printing

This Exhibit pertains to that certain Property known as: 2198 Star Mist Drive SW , Atlanta , Georgia 30311 .

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

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement


Every buyer 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 of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]*

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

✓ (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

1b38642

(b) Records and Reports available to the Seller *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:*

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

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment *[initial all applicable sections below]:*

(c) _____ Buyer has received copies of all information, if any, listed above.

(d) _____ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) Buyer has: *[initial (i) or (ii) below]:*

(i) _____ 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 (prior to Buyer being obligated under the Purchase and Sale Agreement); or

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).

Agent's Acknowledgment (Agent who informed Seller of Seller's Obligations should initial).

- (f) CTW Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.
- (g) _____ Buyer's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance. *[only required if Buyer's Agent receives compensation from the Seller.]*

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

1 Buyer's Signature

Date

Print or Type Name

1 Seller's Signature

12/27/2024
Date

Roaring River LLC
Print or Type Name

2 Buyer's Signature

Date

Print or Type Name

2 Seller's Signature

Date

Print or Type Name

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

Buyer's Agent Signature

Date

Print or Type Name

Buyer Brokerage Firm

Seller's Agent Signature

12/27/2024
Date

Carlos Whitaker
Print or Type Name

Keller Williams Realty West Atlanta
Seller Brokerage Firm

PRE-SHOWING COMPENSATION AGREEMENT

DATE: December 27th, 2024



2024 Printing

RE: Property located at 2198 Star Mist Drive SW, Atlanta, GA 30311

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller and/or Seller's Broker, depending on who is paying the compensation to the Buyer's Broker, hereby confirms to Buyer's Broker the compensation for professional brokerage services ("Compensation") to which Buyer's Broker shall be entitled in the event the buyer with whom Buyer's Broker is working with or representing (and who will be identified in any offer made by such buyer through Buyer's Broker) contracts to purchase and closes on the Property. Such Compensation shall be paid to Buyer's Broker by the party identified below at the Closing of such transaction. The Agreement is contingent upon the offer to purchase that is made through the Buyer's Broker working with or representing the Buyer being delivered to Seller's Broker within 3 days of the above-referenced date. The offer of Compensation shall expire if no offer to purchase the property is made within this time frame and this Pre-Showing Compensation Agreement is not otherwise extended by agreement of the Buyer's Broker and the party or Broker paying the Compensation.

1. Compensation Being Offered to Buyer's Broker.

A. The Compensation being offered to Buyer's Broker shall be paid to Buyer's Broker at the closing of the purchase and sale contract as follows: *[Select one. The boxes not checked shall not be a part of this Agreement.]*

☒ 2.5% % of the purchase price;

☐ \$ _____;

☒ Contingent on receipt of a full price offer (other)

B. The above-referenced Compensation shall be paid by: *[Select one. The boxes not checked shall not be a part of this Agreement.]*

☒ Seller (in addition to the Compensation Seller is paying to Seller's Broker)

☐ Seller's Broker (out of the Compensation Seller is paying to Seller's Broker)

☐ Seller and Seller's Broker as set forth in the "other" section above.

2. General.

A. Neither Broker shall have a claim for Compensation against the other in the event a closing does not occur.

B. Buyer's Broker and all other parties and Brokers signing this Agreement shall have the right to rely on this offer of Compensation set forth herein as a binding offer that cannot be changed by Seller or Seller's Broker without the written permission of Buyer's Broker once the Property is shown by Buyer's Broker to the buyer with whom Buyer's Broker is working or representing during the term of this Agreement.

C. This Pre-Showing Compensation Agreement shall not modify or amend any separate agreement regarding Buyer's Broker's Compensation between Buyer's Broker and the buyer.

D. If Buyer's Broker has a previous agreement with Seller and/or Seller's Broker regarding Buyer's Broker's Compensation related to the purchase and sale of the Property, this Pre-Showing Compensation Agreement shall modify and amend such agreement.

E. Buyer's Broker and all other parties signing this Agreement shall have all remedies available at law or in equity in the event this Pre-Showing Agreement is breached.

F. The offer of Compensation made herein shall only apply if the offer to purchase the Property that is ultimately accepted by Seller is made through the Buyer's Broker.

G. If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

H. Any licensee signing this Agreement on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Pre-Compensation Agreement.

I. For the transaction involving the parties and Broker(s) herein, this Pre-Showing Compensation Agreement shall modify any previous compensation agreement entered into by the Seller and Seller's Broker – if they both sign this Agreement.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph or any exhibit or addendum hereto shall control:

All parties agree buyer broker's compensation will be reduced to 2% if a full price offer isn't presented and accepted.

☐ Additional Special Stipulations (F246) are attached.

Buyer Broker

Keller Williams Realty West Atlanta

Seller Broker

Buyer Broker's (or authorized
representative's) Signature

Date

Carlos Whitaker
0472739

Seller Broker's (or authorized
representative's) Signature

12/30/2024

Date

Broker's Phone#

Broker's Phone# (757) 319-6505


Broker's FAX#

Broker's FAX#

REALTOR® Membership

REALTOR® Membership

If Seller is paying Buyer's Broker Compensation referenced herein, Seller hereby signs this Agreement to confirm Seller's agreement to pay the Compensation to be made by Seller. SELLER DOES NOT NEED TO SIGN THIS AGREEMENT IF ALL COMPENSATION TO BE PAID HEREIN TO BUYER'S BROKER IS BEING PAID BY SELLER'S BROKER.


0499001

Seller's Signature

12/27/2024

Date

Seller's Signature

Date

☐ Additional Signature Page (F267) is attached.