



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



2022 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 and located at: 3320 Northcrest Road, D _____, Atlanta _____, Georgia, 30340. 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 Unit 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 (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;
- (5) **also complete F322, Community Association Disclosure Exhibit.**

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.

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.

C. SELLER DISCLOSURES.

	YES	NO
1. GENERAL:		
(a) Is the Unit vacant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, how long has it been since the Unit has been occupied?		
(b) Is the Unit or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

	YES	NO
2. LEAD-BASED PAINT:		
(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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) What year was Unit constructed? 1966		
(b) Is the condominium a condominium conversion? If yes, what year was it converted? 1972	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Have there been any additions, structural changes, or any other major alterations to the Unit subsequent to the time the Unit was submitted to the condominium form of ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Has any work been done where a required building permit was not obtained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Are any additions or modification of Unit in violation of CCRs, HOA Rules or By-Laws?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION: Support beams added to crawl space for stabilization, and sinking prevention.		

4. SYSTEMS and COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Date of last HVAC system(s) service: 01/28/2022		
(c) Is any heated and cooled portion of the Unit not served by a central heating and cooling system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Is any portion of the heating and cooling system in need of repair or replacement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does the Unit have aluminum wiring other than in the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are any fireplaces decorative only or in need of repair?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Is any heating or cooling system shared by one or more units in the condominium?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

5. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): 1 month, 0 years		
(b) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(c) If the drinking water is from a well, give the date of last service: n/a		
(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: n/a	<input type="checkbox"/>	<input type="checkbox"/>
(e) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(f) If the Unit is served by a septic system, how many bedrooms was the septic system approved for by local government authorities?		
(g) Is the Unit served by a sewage pump?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, give the date of last service:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) 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"/>
(j) Is there presently any polybutylene plumbing, other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) Has there ever been any damage from a frozen water line, spigot, or fixture?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

6. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>15</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	<input type="checkbox"/>	<input checked="" 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"/>
EXPLANATION:		

7. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water leakage, accumulation, or dampness within Unit or damage therefrom?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have any repairs been made to control any water or dampness problems in the Unit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any part of the Unit or any improvements thereon presently located in a 100-year 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) 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

8. 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"/>
(e) Is there a shared driveway, alleyway, or private road servicing the Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

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

10. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(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 in the Unit?	<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"/>
EXPLANATION:		

11. PARKING AND STORAGE:	YES	NO
(a) Are there any limited common element parking spaces assigned to the Unit and reserved for the Owner's exclusive use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, please identify the number and location of the same: First parking space left of the unit.		
(b) Are there any limited common element storage rooms, lockers or bins assigned to the Unit and reserved for the Owner's exclusive use?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, please identify the number and location of the same:		
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?	<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 Unit?	<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? ¹		
EXPLANATION:		
Toilet was not properly sealed, water went onto the pantry ceiling.		

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is the Property receiving preferential tax treatment as an agricultural property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.		

Additional pages are attached.

D. FIXTURES CHECKLIST

Directions on HOW TO USE: It is often unclear what constitutes a fixture which remains with the Unit versus personal property which does not remain with the Unit. **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 UNIT.** All items remaining with Unit 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 an 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 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:

Master bedroom window.

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

Sunny Johnson dotloop verified
05/02/22 12:16 PM EDT
Q95J-9ZXO-2Y3C-OF6M

1 Seller's Signature

Sunny Johnson

Print or Type Name

05/01/2022

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.



COMMUNITY ASSOCIATION DISCLOSURE

EXHIBIT “ _____ ”



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 3320 Northcrest Road, D, Atlanta, Georgia 30340 (“Property”).

Directions for Filling Out This Community Association Disclosure (“Disclosure”). Seller must fill out this Disclosure accurately and completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing (see Section B for Seller’s payment obligations related to initial and updated Disclosures). Seller should ensure the disclosures being made are accurate by confirming the same with the Community Association (“Association”) and/or Association Manager(s).

Buyer’s Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community (“Covenants”) to fully understand Buyer’s rights and obligations therein. This Disclosure does not address all issues that may affect Buyer as the owner of a residence in the community. Assessments in community associations tend to increase over time. The Covenants can normally be amended to reflect the changing preferences in the community.

A. KEY TERMS AND CONDITIONS

1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER (Select all that apply. The boxes not selected shall not be a part of this Exhibit)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mandatory Membership Condominium Association
<input type="checkbox"/> Mandatory Membership Community Association
<input type="checkbox"/> Mandatory Membership Master Association | <input type="checkbox"/> Mandatory Membership Age Restricted Community
<input type="checkbox"/> All units are occupied by person 62 or older.
<input type="checkbox"/> At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
<input type="checkbox"/> Optional Voluntary Association |
|---|--|

2. CONTACT INFORMATION FOR ASSOCIATION(S)

- a. Name of Association: Northcrest Condominiums
 Contact Person / Title: Matthew Urbanek
 Association Management Company: Heritage Property Management Services
 Telephone Number: 770-541-8171 Email Address: murbanek@heritageproperty.com
 Mailing Address: 500 Sugar Mill #200B Website: heritageproperty.com
Atlanta, GA 30350
- b. Name of Master Association: _____
 Contact Person / Title: _____
 Association Management Company: _____
 Telephone Number: _____ Email Address: _____
 Mailing Address: _____ Website: _____

3. ASSESSMENTS

The total annual assessments paid to all the above selected Association(s) is \$3,780 per year and paid as follows: (Select all of that apply. The boxes not selected shall not be a part of this Agreement)

- Monthly Quarterly Semi-Annually Annually Other: _____

4. SPECIAL ASSESSMENTS

- a. Buyer’s total portion of all special assessments Under Consideration is \$ _____.
- b. Buyer’s total portion of all approved special assessments is \$ _____.
- c. Approved Special Assessments shall be paid as follows: (Select all of that apply. The boxes not selected shall not be a part of this Agreement) Monthly Quarterly Semi-Annually Annually Other: n/a
- d. Notwithstanding the above, if the Buyer’s portion of any and all special assessment(s) that are passed or Under Consideration after the Binding Agreement Date is \$ _____ or more, Buyer shall have the right, but not the obligation to terminate the Agreement upon notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer’s right to terminate shall be deemed waived.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES

To the extent Transfer, Initiation, and Administrative Fees are fully and accurately disclosed by Seller, Buyer shall pay \$ _____ for all Transfer, Initiation, and Administrative Fees.

6. UTILITY EXPENSES

Buyer is required to pay for utilities which are billed separately by the Association and are in addition to any other Association assessments. The Association bills separately for: Electric Water/Sewer Natural Gas Cable TV Internet Other: _____

7. ASSESSMENTS PAY FOR FOLLOWING SERVICES, AMENITIES, AND COSTS. The following services, amenities, and costs are included in the Association annual assessment. (Select all which apply. Items not selected in Section 7.a. and/or Section 7.b. shall not be part of this Agreement).

a. For Property costs include the following:

- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Natural Gas | <input checked="" type="checkbox"/> Pest Control | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Termite Control | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Heating | <input type="checkbox"/> Hazard Insurance | <input checked="" type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Internet Service | <input type="checkbox"/> Flood Insurance | <input checked="" type="checkbox"/> Yard Maintenance | <input type="checkbox"/> Other: _____ |

b. Common Area / Element Maintenance costs include the following:

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Concierge | <input checked="" type="checkbox"/> Pool | <input checked="" type="checkbox"/> Hazard Insurance | <input type="checkbox"/> Road Maintenance |
| <input type="checkbox"/> Gate Attendant | <input type="checkbox"/> Tennis Court | <input checked="" type="checkbox"/> Flood Insurance | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> All Common Area Utilities | <input type="checkbox"/> Golf Course | <input checked="" type="checkbox"/> Pest Control | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> All Common Area Maintenance | <input checked="" type="checkbox"/> Playground | <input type="checkbox"/> Termite Control | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Internet Service | <input type="checkbox"/> Exercise Facility | <input checked="" type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Equestrian Facility | <input checked="" type="checkbox"/> Grounds Maintenance | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Marina/Boat Storage | <input checked="" type="checkbox"/> Trash Pick-Up | <input type="checkbox"/> Other: _____ |

8. LITIGATION. There IS or IS NOT any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved. If there is such threatened or existing litigation, please summarize the same below:

Check if additional pages are attached.

9. VIOLATIONS. Seller HAS or HAS NOT received any notice or lawsuit from the Association(s) referenced herein alleging that Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation or lawsuit, summarize the same below and the steps Seller has taken to cure the violation.

Check if additional pages are attached.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A

1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER

- a. **Defined:** The primary purpose of a Community Association is to provide for the community, business, and governance aspects of the Association. The Association administers and maintains operation of the community as provided in the deed, Covenants and restrictions, rules and regulations, declaration, and/or other Community Association documents.
- b. **Examination:** Buyer acknowledges that ownership of the Property is subject to declarations, certain restrictions (including the ability to rent the Property), and by-laws, which may include additional costs as a member of a mandatory membership Association. Restrictions are subject to change by actions of the Association.
- c. **Owner Limitations:** If repairs and/or replacement of defects in any common element(s) are the exclusive responsibility of the Association, the owner of the Property is unable to make such replacements and/or repairs.

2. CONTACT INFORMATION FOR ASSOCIATION(S)

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

3. ASSESSMENTS

- a. **Disclosure Regarding Fees.** Owners of property in communities where there is a Mandatory Membership Community Association are obligated to pay certain recurring fees, charges, and assessments (collectively "Fee") to the Association. Fees can and do increase over time and, on occasion, there may be the need for a special assessment. The risk of paying increased Fees is assumed by the Buyer in living in a community with a Mandatory Membership Community Association.
- b. **Buyer shall pay** a) any pre-paid regular assessment (excluding Special Assessments) due at Closing for a period of time after Closing; and b) move-in fees, including fees and security deposits to reserve an elevator as these fees are not considered Transfer, Initiation, and Administrative Fees.
- c. **Seller shall pay** a) all Fees owing on the Property which come due before the Closing so that the Property is sold free and clear of liens and monies owed to the Association; and b) any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller.
- d. **Account Statement or Clearance Letter.** Seller shall pay the cost of any Association account statement or clearance letter ("Closing Letter") including all amounts required by the Association or management company to be pre-paid in order to obtain such Closing Letter. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller.

4. SPECIAL ASSESSMENTS

- a. **Under Consideration:** For all purposes herein, the term "Under Consideration" with reference to a special assessment shall mean that a notice of a meeting at which a special assessment will be voted upon, has been sent to the members of the Association. If a special assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. Seller warrants that Seller has accurately and fully disclosed all special assessment(s) passed or Under Consideration to Buyer. This warranty shall survive the Closing.
- b. **Liability for Undisclosed Special Assessments:** With respect to special assessment(s) Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the special assessment(s) that was either not disclosed or was not disclosed accurately.
- c. **Who Pays for Disclosed Special Assessments:** With respect to special assessments, Under Consideration or approved and accurately disclosed above, if an unpaid special assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. If the special assessment(s) is adopted and due in whole or being paid by installment, installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer.
- d. **Special Assessments Arising after Binding Agreement Date:** With respect to special assessments that are only Under Consideration after the Binding Agreement Date and are promptly disclosed by Seller to Buyer:
 - i. If the special assessment(s) is adopted and due, in whole or in part, prior to or on Closing, that portion due prior to or on Closing shall be paid by the Seller; and
 - ii. If the special assessment(s) is adopted and due in whole or part subsequent to Closing, that portion due subsequent to Closing shall be paid by Buyer.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES

- a. **Buyer Pays:** Buyer shall pay any initial fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collective, "Transfer, Initiation, and Administrative Fees") to the extent the total amount due is accurately disclosed above. Advance assessments due at Closing for a period of time after Closing, shall not be Transfer, Initiation, and Administrative Fees and shall be paid by Buyer.
- b. **Seller Pays:** Seller shall pay any amount in excess of the sum disclosed in Section A(5), even in the event of any later disclosures made by the Seller of increase in such Transfer, Initiation, and Administrative Fees. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with \$0.00.
- c. **Fees Defined:** All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

Sunny Johnson _____
1 Seller's Signature

dotloop verified
05/01/22 4:46 PM EDT
2B6S-HYVT-Z5QP-JJFQ

Sunny Johnson

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

2019108060 DEED BOOK 27681 Pg 321
Filed and Recorded: 7/23/2019 9:48:00 AM
Recording Fee: \$10.00
Real Estate Transfer Tax: \$150.00
Prepared By:
2013744227
7067927936
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Prepared by and Return to:
The Hudson Law Firm, LLC
309 E. Paces Ferry Rd, Suite 400
Atlanta, GA 30305
File No. 19-18186

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made between **Evelina Librale**, hereinafter collectively called Grantor, and **Sunny Johnson**, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid at and before the sealing and delivery of these presents and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, align, convey and consign unto the Grantee, the following described real estate:

THAT CERTAIN CONDOMINIUM UNIT IN LAND LOT 293 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING IDENTIFIED AND DEPICTED AS CONDOMINIUM UNIT "D", BUILDING NO. 3320 OF NORTHCREST CONDOMINIUMS, A CONDOMINIUM ON THAT CERTAIN PLAT RECORDED IN CONDOMINIUM PLAT BOOK 2, BEGINNING AT PAGE 52, DEKALB COUNTY, GEORGIA RECORDS, TOGETHER WITH ITS APPURTENANT PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID NORTHCREST CONDOMINIUMS, A CONDOMINIUM AS PROVIDED IN THAT CERTAIN DECLARATION FOR NORTHCREST CONDOMINIUMS, A CONDOMINIUM, RECORDED IN DEED BOOK 2974, PAGE 109, DEKALB COUNTY, GEORGIA RECORDS, OR AS HEREINAFTER AMENDED AS THEREIN PROVIDED.

Tax ID#: 18-293-12-034



Subject to any Easements or Restrictions of Record

TOGETHER WITH any and all the rights, privileges, easements, improvements and appurtenances to the same belonging.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee forever in FEE SIMPLE.

AND THE GRANTOR will warrant and forever defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever.

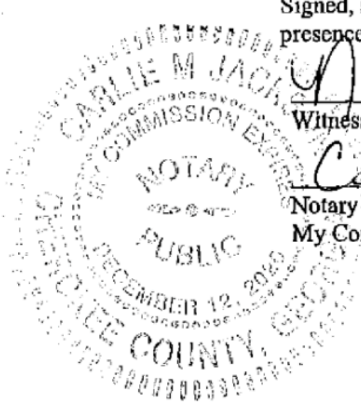
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, this 17th day of July, 2019.

Signed, sealed and delivered in the presence of:

Nakisha Earle
Witness

Evelina Librale
Evelina Librale

Camille M Jackson
Notary Public
My Commission Expires: 12-12-20





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

EXHIBIT " _____ "



2022 Printing

This Exhibit pertains to that certain Property known as: 3320 Northcrest Road, D, Atlanta, Georgia 30340.

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.

(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

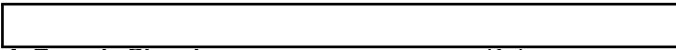
(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs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

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

(f)  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.

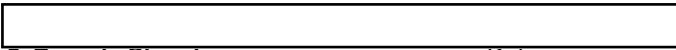
Certification of Accuracy

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

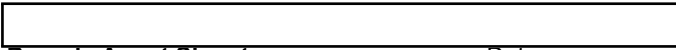
Print or Type Name



2 Buyer's Signature Date

Print or Type Name

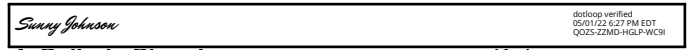
Additional Signature Page (F267) is attached.



Buyer's Agent Signature Date

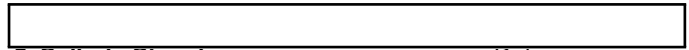
Print or Type Name

Buyer Brokerage Firm


dotloop verified
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1 Seller's Signature Date

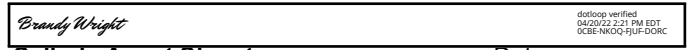
Sunny Johnson
Print or Type Name



2 Seller's Signature Date

Print or Type Name

Additional Signature Page (F267) is attached.


dotloop verified
04/20/22 2:31 PM EDT
0CBE-NROQ-HJUF-DORC

Seller's Agent Signature Date

Brandy Wright
Print or Type Name

Keller Knapp
Seller Brokerage Firm



DEKALB COUNTY PLUMBING DISCLOSURE EXHIBIT “ _____ ”



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 3320 Northcrest Road, D, Atlanta, Georgia 30340.

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; or
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; or
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:

Seller's Initials: 
05/01/22
6:27 PM EDT
dotloop verified



CONDOMINIUM RESALE PURCHASE AND SALE EXHIBIT “ ”

(not to be used on initial sale of unit)



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 3320 Northcrest Road, D _____, Atlanta _____, Georgia 30340 _____.

1. Legal Description. The full legal description of the Property is: Unit D _____ of See attached Legal Description. _____ Condominium (“Condominium”), located in Land Lot 34 _____ of the _____ District of the Dekalb _____ County, Georgia, together with its percentage interest in the common elements of the Condominium, and any limited common elements assigned to the unit (“Unit”). The Condominium was created by the Declaration of Condominium for any Condominium (“Declaration”), recorded in Deed Book _____, Page _____, et seq. of the above county records (“Declaration”), and shown on the plat of survey filed in Condominium Plat Book _____, Page _____, of the land records of the above county, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, of the above county.

2. Common Expense Assessments. Seller shall pay his or her share of assessments and other common expenses assessed against and owing on Unit, as provided for in the Declaration. Such assessments and other common expenses shall be prorated through the date of the closing. Buyer shall pay all common expenses assessed against and owing on the Unit after the date of closing in accordance with the terms and provisions of the Declaration. In addition to all other sums due hereunder, Buyer agrees at closing to pay to the condominium association any required initiation fee or contribution to the working capital or reserve fund of the condominium association.

3. Common Elements Sold “As-Is.” Since the seller of a condominium Unit cannot normally repair and/or replace defects in the common elements of the condominium, the common elements of the Condominium, including any limited common elements assigned to Unit in the Declaration, are being sold “as is” with all faults including but not limited to lead-based paint, lead-based paint hazards and damage from termites and other wood-destroying organisms. Seller shall have no obligation to make repairs to the common elements of the Condominium. Buyer acknowledges that Buyer has evaluated the condition of the common elements of the Condominium prior to entering into this Agreement. The term “Unit” as used in this Inspections Paragraph (notwithstanding and other definition of “Unit” contained in the Agreement to the contrary) shall mean the Unit excluding the common elements and any limited common elements assigned to Unit in the Declaration.

Buyer's Initials: _____

Seller's Initials: _____

