

# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT " C1 of 3 "

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: 850 4th Street  
Stone Mountain, Georgia, 30083). 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? <u>1923</u>		
(b) Is the Property vacant?	✓	
If yes, how long has it been since the Property has been occupied? <u>6 days</u>		
(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:**  
This disclosure is for the primary house labeled "850" at 850 4th Street  
Stone Mountain's historic district affects exterior modifications only, and specifically excludes paint color changes, as seen in the Decatur Polka Dot protest. You may repair to maintain current features and paint it any color you choose.

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? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.</b>		✓

**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>	✓	

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:**

House jacks installed under bathroom door, dining room corner to right of windows, and front bedroom exterior corner nearest primary bedroom. Back porch steps have settled over the years and were re-capped around 2006 with another layer of brick to level the steps. Foundation gaps filled in with concrete in 2024. 1999 renovation opened wall between kitchen and back door area. Back porch rebuilt '99.

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: <u>April 2025</u>		
(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:**

All 4 fireplaces are coal burners and cannot be used with wood. New furnace 2025, AC condenser 2006, All HVAC piping installed new '99. Blink cameras 2025, QR codes will be provided for your access.

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): <u>.3</u> 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: _____		
(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: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> 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? _____		
(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: _____		
(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:**

All plumbing and fixtures replaced in '99 renovation except the main drain line under the toilet. Kitchen sink faucet new in 2025. Bathroom toilet new 2025.

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>25</u> 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?		✓

Roof replaced '99 and gutters with downspouts installed. All downspouts and gutters inspected and repaired in April '25.

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?		✓

Please note that the house originally had a well before indoor plumbing was installed. It is located under the corner of the back porch on the right side by the little sidewalk. Foundation is securely supported by an iron beam, and the area was stabilized with many layers of bricks. Monitor the downspout at that corner and do not allow water to flow directly down into the well, or it will cause the fill material in the well to settle and leave a gap.

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: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		

**EXPLANATION:**

Prior to my purchase in '99, there was termite damage under the corner of the dining room. This was treated, repairs made, and the termites have not returned. Active Pest control has done squirrel & rat exclusion to prevent wildlife intrusion. They also handle termite inspection but there is no active bond on this house. Attic beams had post beetle infestation, but inspector reported the heat killed them long ago.

<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?		✓
(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?		✓
<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?		✓
(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? <u>0</u>		
<b>EXPLANATION:</b>		
While I have not filed an insurance claim, a tree from the empty lot next door fell on a tenant's car and she filed a claim with her car insurance.		

<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?	✓	
<b>EXPLANATION:</b>		
Not a defect, but good to know: The house has double interior and exterior walls. The interior original walls are lath and plaster. Exterior siding is likewise covered by vinyl siding.		

<b>14. AGRICULTURAL DISCLOSURE:</b>	<b>YES</b>	<b>NO</b>
(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?		✓
<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):**

1999 renovation was very extensive and included:

Complete replacement of old wiring, outlets, breaker box, switches, and installation of security lights on corners of house.

Central heat and air installation.

New roof and repairs to damaged roof planking. Install gutters and downspouts.

Insulate exterior walls, attic, crawlspace, and install attic ladder and flooring for a third of the attic.

New kitchen at tall person height, open wall between kitchen and back door area, install french doors to back porch.

Completely rebuild back porch, creating laundry room and screened in back porch.

Replace all plumbing pipes, fixtures, faucets, tub, sinks, etc. Only toilet drain line and service line are original.

Ongoing improvements up to 2025:

Floors: Living room and dining room have been sanded and refinished twice, bedrooms once.

Hatch in primary bedroom is probably the old coal hatch to the crawlspace storage area. We've found coal in that area under the house.

Tiled floor installed in kitchen, and both porches.

Heated tile floor installed in bathroom.

Crawlspace moisture barrier replaced in 2022.

Snowmageddon repairs (19 degrees 3 days): Front water spigot froze and was replaced, it is under a freeze shield now. Laundry supply lines are now wrapped in heat tape, please keep it plugged in at all times. You can see the plug by the washing machine. This has survived 8 degree freeze for 2 days since then.

Fridge replaced 4-5 years ago. Dishwasher 3-4 years ago.

Oven replaced 2024.

2025 refresh for sale:

Repaint most interior rooms and all of exterior.

Repaired all window sash cords except front bedroom on driveway side.

New furnace. ( Shumate is the contractor)

New water heater.

New kitchen faucet.

New porch screen on front.

Inspect, cleanout and repair all gutters and downspouts.

**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

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:

Sash cord broken- front bedroom window by driveway

Oven glass in door has been ordered and replacement requested by Jay's Appliance Repair.

Vent stack pipe over bathroom needs additional tar sealant applied - handyman anticipates fixing on 5/17.

Bath sink is cracked, and faucet needs wiggling into the right position or it drips.

#### **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

\_\_\_\_\_  
**1 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.

\_\_\_\_\_  
**1 Seller's Signature**

*Alice Tinkley*

\_\_\_\_\_  
**Alice Tinkley**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
**5/16/2025**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.





# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT " C2 of 3 "



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: 850 4th Street  
Stone Mountain, Georgia, 30083). 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? <u>Post WW2- '40s</u>		
(b) Is the Property vacant?	✓	
If yes, how long has it been since the Property has been occupied? <u>2 months</u>		
(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?	✓	
<b>EXPLANATION:</b> This disclosure is for the secondary house labeled "848" at 850 4th Street. Tiny House was built before zoning, and is grandfathered in.		

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? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.</b>		✓
<b>EXPLANATION:</b>		

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>	✓	



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:**

Bathroom is supported by house jacks, not the concrete wall under it. Living room and Kitchen floors were fully replaced in 2013 with pressure treated beams, and new plywood. Wall between dining room was removed and steel header beam installed. All drywall ceilings removed, attic beams inspected and reinforced where needed, and new ceilings and insulation installed. Kitchen floor reinforced 2024.

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: <u>2023 - new wall unit</u>		
(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:**

Dwelling is only 400 sq feet, and the wall unit in the bedroom is used for both cooling and heating. Tenants report the thick walls help keep it cool in the summer, but that a space heater is occasionally needed in winter in the dining room.

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): <u>5</u> 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: _____		
(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: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> 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? _____		
(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: _____		
(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:**

Water line is shared with studio and 850 main house.

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>10</u> 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?		✓

Roof replaced completely in 2010, and valley along the back rebuilt completely in 2015. The entire valley has sheet roofing underlayment to prevent leaks.

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:**

There is a tube well ( 4 inch diameter) about 10 feet from the kitchen window. It is capped with small stones and spray painted white for easier location. Use was probably discontinued when indoor plumbing installed at the property.

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? \$ <u>0.00</u> What is the annual cost? <u>120.00</u>		
If yes, company name/contact: <u>Active Pest Control</u>		
Coverage: <input type="checkbox"/> re-treatment and repair <input checked="" type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date <u>2/1/2026</u> Renewal Date <u>1/31/2026</u>		

**EXPLANATION:**

Squirrel exclusion done in 2012. All damaged attic material removed in the 2013 renovation and drywall replaced and beam damage (chewing) repaired. Active Pest control placed rat control stations under the house, and did rat exclusion in 2022. The bedroom was built over a porch and the inspector found a termite tunnel in 2025, they have retreated.

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:**  
Original siding on the non concrete / stucco walls is asbestos. This has been replaced on the AC unit / bedroom wall to about 7 feet with hardi-plank siding. There is also a section between the bathroom and kitchen window with asbestos siding. Be aware that there is no insulation between the planking and the inner wall, and those areas lose heat easily.

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? 0		

**EXPLANATION:**  
House was inspected and received a new certificate of occupancy after the 2013 renovation.

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		✓

**EXPLANATION:**  
We have never been able to inspect the crawlspace under the dining room, due to a concrete foundation wall from an earlier structure that blocks access.

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.

**ADDITIONAL EXPLANATIONS (If needed):**

Improvements before 2013: New siding put on eaves in early 2000's, new roof, non-functional chimney removed, attic beams reinforced, bathroom supported by piers, main drain line from bathroom replaced with modern PVC.

2013 renovation:

New windows, new kitchen and living room joists / beams and floor, tiled bathroom, reframed bedroom for wall unit air conditioning, insulated wall in bedroom.

Removed ceiling, repaired all attic beams needing reinforcement or repair, removed all squirrel traces, new ceiling drywall, insulation.

New breaker box and a few new outlets, mainly in kitchen. New wiring and plumbing for kitchen appliances.

New drain line and sewer tie in from the kitchen - note that this connects to the studio drain line, not the bathroom drain line.

Cut off gas to the house, the gas line cutoff is right at the crawlspace door to the main house ( 850).

Replaced the electrical service line to the house to handle the new larger breaker box.

Opened wall between dining room and kitchen and installed steel header beam.

Ongoing appliance updates: Stove 2013, dishwasher 2021, washer dryer under sink combo 2023, water heater about 2022?

2025 refresh for sale:

Repaint completely inside and out, new carpet.

Repaired cracked concrete on front step.

**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

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.

Unused paint is in studio

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

Kitchen patio / back step repair scheduled 5/17 by handyman.

Linoleum floor in doorway between dining room and living room is cracked. Installed 2015.

Decorative window woodwork by kitchen window needs reinstallation - vertical slats of the right type are in studio bathroom. You'll see that it is missing on one side.

#### **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

\_\_\_\_\_  
**1 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.

\_\_\_\_\_  
**1 Seller's Signature**

*Alice Tinkley*

\_\_\_\_\_  
**Alice Tinkley**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
**5/16/2025**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.

# SELLER'S PROPERTY DISCLOSURE STATEMENT

## EXHIBIT " C3 of 3 "

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: 850 4th Street  
Stone Mountain, Georgia, 30083). 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? <u>2006</u>		
(b) Is the Property vacant?	✓	
If yes, how long has it been since the Property has been occupied? <u>6 days</u>		
(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?	✓	
<b>EXPLANATION:</b> This disclosure is for the studio building at 850 4th Street. Studio is not considered historic as it was built too recently, but the entire property is in a historic district.		

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? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.</b>		✓
<b>EXPLANATION:</b>		

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>		✓



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:**

Studio was built with all required permits and inspections from both City of Stone Mountain and Dekalb County. While it is plumbed and has electricity, it is not considered a residential structure. It was used as a pottery studio.

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: <u>Not applicable.</u>		
(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:**

Switch for the large fan in the back is directly under it.  
Lights are turned on from the switch outside the building on the left.

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): <u>N/A</u> 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: _____		
(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: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> 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? _____		
(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: _____		
(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:**

Copper pressure line under the building sagged and the pooled water in that area did not drain during winter proofing. There is a small ice damage leak near the center of the building. Toilet froze and cracked during snowmageddon. Neither have been repaired.

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>2</u> 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?		✓

Roof decking, clear panels, and metal roof installed in 2023. All areas with previous leaks are now resolved, though the damaged plywood has not been removed.

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:**

A concrete walled shed in bad repair was torn down and the studio built over the foundation. As the site could not be compacted, the building is on piers ( deck style 4x4 beams ). You can see the concrete retaining wall in several places.

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: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		

**EXPLANATION:**

Squirrel exclusion was done about 10 years ago, and there are some carpenter bees present.

<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?		✓
(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?		✓
<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?		✓
(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? <u>0</u>		
<b>EXPLANATION:</b>		
When the tree fell on the tenant's car, it damaged the power line running to the studio. Georgia Power repaired the line at no cost.		

<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?		✓
<b>EXPLANATION:</b>		
Be aware that the power plug in the back left is a 220 line - it was used for the kiln.		

<b>14. AGRICULTURAL DISCLOSURE:</b>	<b>YES</b>	<b>NO</b>
(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?		✓
<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):

As this studio was intended for workshop use, the plugs are placed at typical height for a workbench, not low on the wall as in a residence.  
There is no overhead light in the bathroom, we just used a stand light.  
Tile by the sink is not finished, but there is extra tile available in the bathroom.  
Replacement tile for the main house kitchen is also in the bathroom.

**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

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:

The pegboard and workbench top in the right front corner have water damage. Tilework by sink is not complete.

Toilet is cracked, and there is a pressure line leak under the building. Water turnoff is under the flowerpot to the left of the front door, outside the building. Water is shared with the 850 house.

#### **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

\_\_\_\_\_  
**1 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.

\_\_\_\_\_  
**1 Seller's Signature**

*Alice Tinkley*

\_\_\_\_\_  
**Alice Tinkley**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
**5/16/2025**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.