SELLER'S CONDOMINIUM DISCLOSURE STATEMENT EXHIBIT " H "



		t .		2007	Printing			
For Unit # 2860 in Park at Windward Village Condominium, Address 2860 (common wealth Ci								
City Alpharetta, Georgia, Zip Code 30004								
me info qu sh: "A: ref	NOTICE TO BUYER AND SELLER: This disclosure statement is designed to assist Seller in disclosing to prospective buyers all known material or adverse facts relating to the physical condition of unit and Property that are not readily observable, disclosing historical information and past problems with Unit and Property and identifying those fixtures/items that are included with the sale of unit. All questions are to be answered with respect to the above referenced 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.							
IF Th	THE	E ANSWERS TO ANY OF THE QUESTIONS LISTED BELOW ARE "YES," PLEA ADDITIONAL EXPLANATIONS" SECTION page	SE EXPLAI	N IN DE				
			Yes	No	Don't Know			
1,	OC	CUPANCY:		متنتنس				
•	(a)	Is unit vacant?		12				
		If yes, how long has it been since Seller occupied unit? Are there any leases, written or verbal, on unit or any part thereof?	. 1	. <u>.</u>	···			
2.		L, TREES, SHRUBS AND BOUNDARIES:	•					
•	(á)	Are there any landfills (other than foundation backfill), graves, mine shafts, trash dumps or wells (in use or abandoned) on Property?						
	(b)	Is there any sliding, settling (other than normal settling), earth		F				
		movement, sinkholes, upheaval, or earth stability/expansive soil problems?		<u> </u>				
	(c)	Are there any encroachments, unrecorded easements, or boundary line disputes with respect to Property?		V.				
	(d)	Are there any encroachments or unrecorded easements with respect to Unit?		V				
_			-					
3.	(a)	OF, GUTTERS AND DOWNSPOUTS: Approximate age of roof on building in which Unit is located: 412 years.			•			
	(b)	Has the roof on the building in which the Unit is located,						
		or any part thereof, been repaired during your ownership?						
	(c)	Are there any roof leaks into the unit?						
4.	TER	RMITES, DRY ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:						
	(a)	Is there any past or present damage to Property or Unit caused by infiltrating pests,						
	/h)	termites, dry rot, or other wood-destroying organisms?		<u></u>				
	(6)	Does the Association currently have Property under a transferable bond, warranty or other coverage for termites or other wood destroying organisms	_					
		by a licensed pest control company?						
		If yes, check type of coverage: re-treatment and repair; or re-treatment only						
	(c)							
	(d)	in the last five years? Do any exterior portions or exterior improvements on Property have any untreated wood or exterior.	erior					
	(/	siding/cladding, such as rigid board insulation, foam plastic, synthetic stucco, hard coat stucco wood or masonry siding (excluding brick), below grade or within six inches of finished grade?		/				
S	STR	RUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	•					
٠.		What year was Unit constructed? 3003						
		Is the condominium a condominium conversion?			,,,,,,			
	(c)	If yes, what year was it converted?						
	(4)	deterioration, or other structural problems with any portion of Unit or Property?	· .	3				
	(d)	Has there been any additional structural bracing, underpinning, or other						
	(e)	structural reinforcement been added to any portion of unit or Property? Are there any problems with driveways, walkways, patios, or retaining walls serving Unit?		1				
	(f)	Have there been any additione, structural changes, or any other major alterations to Unit		-				
		subsequent to the time Property was submitted to the condominium form of ownership?		<u>/</u>				
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			Yes	_No_	Don't <u>Know</u>
		lave there been any instances where necessary permits and/or approvals were not obtained or work done in or to Unit?			<u>-</u>
	(i) D	las there been any work done to Unit of the Condominium that was not in compliance with uilding codes or zoning regulations or for which a necessary permit was not obtained? Does any of the extenor siding or cladding of any portion of Property contain synthetic stucco where the interior study and windows are constructed of wood?		_	
6.	(a) H (b) H (c) Is (d) H (e) A (f) D	NAGE, FLOODING AND MOISTURE: las there been any water leakage, accumulation, or dampness within Unit? lave any repairs been made to control any water or dampness problems in the Unit? s Property or any portion thereof located in a flood zone? las there been any drainage problems or flooding on Property? Are there any problems with siding or exterior cladding of any portion of Property etaining moisture, swelling, chipping or delaminating? Does mold appear on interior portlons of the Unit other than on the walls, floors or ceilings of showers/bathtubs or within common element walls adjacent to Unit?		1	
7.	(a) V (b) If	MBING RELATED ITEMS: What is your drinking water source: Public Private Well on Property f your drinking water is from a well, has it been tested within the past twelve months?			
	(d) V (e) ls (f) E (g) E	Or you have a water softener, filter or purifier? If yes, Leased Owned What is the type of sewage system: Public Private Septic Tank So Unit served by sewage pump or lift system? Or you know if any septic tank or cesspool on Property has ever been professionally serviced? Fyes, please give the date of last service: Or you know of any past or present leaks; backups, or other similar problems relating to any of the plumbing, water and/or sewage-related items? In the plumbing water and/or sewage-related items? In the plumbing water and/or sewage-related items?		4	
8.	ОТНЕ	ER SYSTEMS AND COMPONENTS:			
	(a) V (b) A (c) V (d) A (e) H (g) E (h) E (i) A	What type of heating system(s) serve Unit? ☐ Electric ☐ Gas ☐ Other Approximate age of heating system(s): ☐ You years What type of air conditioning system(s) serve Unit? Approximate age of air conditioning system(s): ☐ You years How is water heated in the unit? ☐ Electric ☐ Gas ☐ Solar Approximate age of water heater: ☐ You years Does any system for heating and/or cooling Unit or heating water serve more than one unit? Does Unit have aluminum wiring other than the primary service line? Are there any system(s) or appliance(s) which is leased or which has a fee associated with its use? Are any fireplaces serving Unit not working fireplaces or not in good working order and repair? When was the fireplace, wood stove or chimney/flue cleaned? Date:			
9,	(a) A (C SUBSTANCES: Are there any underground tanks, toxic or hazardous substances on or in the common elements structure or soil) such as asbestos, urea-formaldehyde, methane gas, radioactive material, adon, mold, benzene or others or environmental contaminates? Are there any toxic or hazardous substances in the unit?		\	
10.	(a) I (b) T (c) A (d) A (e) H (g) H (g) H	Assessments and property management: In purchasing Unit, will any initiation, transfer, or other similar fee be owed to the Association? If yes, what amount \$			

	•	
		. Don't
1. OTHER MATTERS:		Yes No Know
(a) Have there been any inspections of U	nit in the past year?	
(b) Has Unit or the common elements of the of litigation or claim including, but not	he condominium ever been, or is it currently, the sub limited to, defective building products, construction d	
	t of money in lieu of repairs for such a defective	
building product? (d) Has any release been signed that wo	uld limit a future owner from making	
any claims in connection with Unit or I	Property?	
	which required repairs to Unit in excess of \$500.00 cluded in the sale that are in need of repair?	· — -
(g) Have any repairs been made to the el	ectrical, plumbing, or heating	
and air condition system, or any part t	hereof?	
if there is more than one item (such	fixtures/items below that are included in the sale as a second refrigerator or two chandeliers of the sale of Unit. Those fixtures/items listed belo	r three smoke detectors), all such
니 Air Conditioning Window Unit	☐ Garage Door Opener	☐ Sprinkler System
□ Air Purifier	□ Remote Control	☐ Statuary
☐ Alarm System (Burglar) ☐ Leased ☐ Owned	☐ Garbage Disposal ☐ Built-In ☐ Free Standing	
□ Alarm System (Smoke/Fire)	D'Hot Tub	☐ Gas ☐ Electric
☐ Leased ☐ Owned	☐ Humidifier	☐ Built-In ☐ Free Standing
Q Awning	· 🔘 Ice Maker	□ Sump Pump
☐ Carbon Monoxide Detector	☐ Built-In ☐ Free Standing	☐ Surface Unit Cook Top
□ Ceiling Fan	□ Intercom	□ Gas □ Electric
☐ Chandeller☐ Closet Shelving System	D Jetted Tub	☐ Switch Plate Covers
☐ Built-In ☐ Free Standing	☐ Light Fixtures (Except Chandeliers)	☐ Telephone Jacks/Wires ☐ Television Antenna
Dehumidifier	☐ Malibox	U Television Cable/Jacks
☐ Built-In ☐ Free Standing	☐ Microwave Oven	Thermostat (Programmable)
□ Dishwasher	☐ Built-In ☐ Free Standing	☐ Trash Compactor
☐ Built-In ☐ Free Standing	☐ Mirror (Attached)	☐ Built-In ☐ Free Standing
☐ Døor & Window Hardware	□ Redio (Built-In)	□ Vacuum System (Built-In)
D /Dryer	Refrigerator	□ Vacuum Attachments
☐ Gas ☐ Electric	Satellite Dish/Receiver	☐ Vent Hood
O Fireplace	☐ Sauna	☐ Washing Machine
☐ Gas Logs ☐ Screen/Door	☐ Shelving Unit & System ☐ Built-In ☐ Free Standing	 □ Water Purification System □ Water Softener System
☐ Wood Burning Insert	☐ Shower Head/Sprayer	Weather Vane
□ Flag Pole	☐ Smoke Detector	Window Screens
,	☐ Battery Operated ☐ Hard Wired ☐ Speakers (Built-In)	☐ Window Treatments ☐ Wine Cooler
Other fixtures/items included in the sale of uni		
Other fixtures/items not included in the sale of	funit:	•
remain property of Seller and shall be removed	res not addressed herein. Those fixtures/items that a i prior to closing or the transfer of possession of Unit to ns not timely removed. In removing all fixtures/item Unit to its original condition.	o Buver, whichever is later. Seller shall
3. LEAD-BASED PAINT: Was any part of th	e residential dwelling on Unit constructed prior to 19	78?
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The second section of the second seco	, i ac, com a communium Distilli:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

If you have answered "Yes" or "Don't Know" above, Seller does hereby provide the following warning and shall disclose the following information regarding lead-based paint and lead-based paint hazards.

PURCHASE AND SALE TRANSACTION LEAD WARNING STATEMENT.

Every purchaser 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.

inspec	tion	real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or s in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for ead-based paint hazards is recommended prior to purchase.
Seller's [osi(osure. [Seller to mark and initial sections A and B below]
1	A.	Presence of lead-based paint and/or lead paint hazard (check one below):
Seller initials		Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):
		Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
	В,	Records and Reports available to the Seller (check one below):
Seller Initials		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):
		Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Buyer's A	Ackr	nowledgment. [Buyer to mark and initial sections C, D, and E below]
Survey Laws to	C,	Buyer has received copies of all information listed above regarding lead-based paint and/or lead-based paint hazards
Suyera Initiala	D.	Buyer has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home."
Buyer'e Initials.	E.	Buyer has (check one below):
Buyer's tolliels	<u> </u>	Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment inspection for the presence of lead-based paint and/or lead-based paint hazards; or
*		Waived the opportunity to conduct a risk assessment inspection for the presence of lead-based paint and/or lead-based paint hazards.
Broker's	Áck	nowledgment. [Broker to initial section F below]
		Broker 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.
Broker's initials		Broker's (or Broker's Affiliated Licensee's) signature
the offer to	pu c	ed paint disclosures must occur prior to Seller's acceptance of Buyer's written offer to purchase; if the potential Buyer makes rehase before the requisite disclosures are provided to Buyer, Seller can not accept the offer until: 1) the disclosure is made; ential Buyer has had an opportunity to review the information and consider whether to amend the offer.
14, AGRIC	OL.	TURAL DISCLOSURE: Is the subject property within, partially within, or adjacent to any property zoned or identified on an
		county land use plan as agricultural or forestry use? 🔲 Yes 🔲 No 🛄 Don't Know
prospe about I that far and inc 24 hou herbici	ective to ac rm a conv ir pe ides	icy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest e production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform a property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are equire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and nd forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort reniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any riod, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities that are ance with existing laws and regulations and accepted customs and standards.
•		

15.	ADDITIONAL EXPLANATIONS OR DISCLOSURES:	•			
		•			
	·	<i>3</i>			
	•				
	•				
	Mark box if additional pages are attached.				
	William and in and in the state of the state				
	·				
16.	SELLER'S REPRESENTATION: In this disclosure, Sollar ways and a that to the heat of Sollar In and a			بالتان والمستان والمستان	مافحة فمممسس
	In this disclosure, Seller warrants that to the best of Seller's knowle- condition of Property and Unit is accurate and complete as of the	e date signed by Seller	; it is not a s	substitute for a	ny inspections
	or warranties that Buyer may wish to obtain. Buyer should consul	t the Association for ac	lditional inforn	nation regardin	g the common
	elements of the Condominium and the operation of the Associat to prospective buyers of Unit and to real estate brokers and their af	filiated licensees. Selle	r agrees to p	romptly updat	e this Seller's
	Condominium Disclosure Statement and to provide any Buyer	r and Brokers with a r	evised copy	of the same if	there are any
	material changes in the answers to the questions contained he is each individual named below a U. S. Citizen or resident alien?	erein.	₩ Yes	Di No	
	Has each individual named below been a Georgia resident for the	past two years?	O⊒ res O⊒∕∕es		
	Has Unit been Seller's primary residence for at least two of the last		. □ Yes		
	Seller:	•		, 20	
	Seller:		/23		
	Control of the Contro	Date:	1 - 5	_, 20 <u>_0</u>	
17.	RECEIPTS AND ACKNOWLEDGMENT BY BUYER:		, , ,	out and the state of the	واماك المعاددات
	Lacknowledge receipt of this Seller's Condominium Disclosure State Agreement, Unit is being sold in its present condition, without	ement. I understand tha It warranties or quara	ा, except ਬੁਝ st ntees_of_anv	ated in the Purc kind by Selle	er or Brokers.
	No representations concerning the condition of Unit are being relied	upon by Buyer except a	s disclosed he	erein or stated in	n the Purchase
	and Sale Agreement.	_			•
	Buyer;	_ Date:		, 20	
	Buyer:	Date:		, 20	
			•		
	•			•	

- 17. Seller Default. Seller acknowledges that Broker will be damaged if Seller breaches this Agreement by terminating this Agreement early or otherwise defaulting hereunder. Such damages shall include, without limitation, the cost of advertising and marketing the Property and Broker's lost commission(s). Seller shall be responsible for paying Broker the damages it suffers as a result of Seller's breach. In addition, Seller shall also pay all costs, feed and charges for removing the listing from any multiple listing service.
- 16. <u>Severning Law.</u> This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.
- 19. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Seller. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.
- 20. No Imputed Knowledge. Seller acknowledges and agrees that with regard to any property in which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.

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

WITHDRAWN POLICY. If Seller at any time during this listing agreement withdraws/transfers this agreement, Seller will pay Listing Broker \$500.00 at time of whitdraws/transfer so that Broker can pay the Multiple Listing Services fees, Marketing fees and Filing fees to withdraw/transfer the listing. INITIALS

Schler is aware that there may be fees associated with the Home Owner's Association for items including but not limited to: letters, dues, liens, transfers, etc. due at time of closing which are the responsibility of the Seller. INITIALS

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

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Should there not be another agent involved in this transaction, the total commission will be 5%. INITIALS

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES

MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

eller Williams Realty Consultants	A Sometiment of the second of
wron H 46087	Seller's Signature Fillip' G. SpeinG
S Office Code Brokerage Firm License Number	Print or Type Name
oker's Phone#6787-87-4800_8 FAX#678-287-480	(John Bolly)
Kry Hermales	Seller's Signature
oker or Broker's Affiliated Licensee	Print or Type Name
Rosie Hemandez	Phone # (0) 3139444 FAX# 7) 3(4) (1) 46
nt or Type Name	
172.59 / ent's Georgia Real Estate Licensa Number	Address:
ante opolitica regular receita difficial.	•

F1, Exclusive Seller Listing Agreement, Page 4 of a 01/01/07

OFFICIAL GEORGIA WOOD INFESTATION INSPECTION REPORT

7				
Company Name: HomeTec Extermi		License No	98343	···
Address: 160 Mullinax Road, Alpharet				_
•	Date of Issuance or R. Terry M a	10/2/02_	******	
		ne S. Walker		
11101103 01-0030137 1 410	maser(s) Am	iic G. Waikei		
	SCOPE OF INSP			
An inspection of the below listed structure(s) was pe				
or previous presence of an infestation of the listed or				
to absence of wood destroying organisms. This repo	ert is subject to all	conditions enul	merated on the rever	se side and is issued
without warranty or guarantee except as provide	d in Kule 620-60.	3 of the Rules of	the Georgia Structu	ral Pest Control Act or
subject to any treatment guarantee specified belo Main Struture Dwelling	w.			
Other Structures (Specify) No	mo.			
Address of Structure(s) 2860 Commons		baretta. Ga 300	04	
	FINDIN	***************************************	<u> </u>	
Inspection Reveals Visible Evidence of:	Active Infe		Provious	s Infestation
inspection reveals visitor Evidence of.	YES	NO	YES	NO
Subterranean Termites	T 2.5	NO -	123	INO
Powder Post Beetles		_		-
Wood Boring Beetles	_	=		-
Dry Wood Termites	0	_		_
Wood Decaying Fungus	_	_		_
Were any areas of the structure obstructed or inaccessib		NO		
If yes, list these areas (see Item 3 on reverse side of for				
The following conditions conducive to infestation from			ound at the time of ins	pections. The location of
these conditions conducive to infestation are indicated	on the attached diag	gram:	······································	
NOTE: If visible evidence of active or previous infesta diagram identifying the structures(s) inspected and short damage and any corrective action should be performed	ation is reported it s	hould be assume f such evidence i	d that some degree of nust be attached to thi	s form. Evaluation of
New York (Control of Control of C	CENTRAL A CENTRAL	FEN A TEN		
= The above described etweeters(s) was treated by the	TREATM			
The above described structure(s) was treated by this			Manager and the second of the	
Organism Treatment Date Subterranean Termites NC		piration Date	Type Treatment (cn <u>Chemical Barrier</u>	emical Barrier, Bait, Etc)
Powder Post Beetles	10/2/03		Chemical Dalliel	
Wood Boring Beetles	*			
Dry Wood Termites				
Wood Decaying Fungus	 			
The present treatment warranty(ies) is:	·			
■ Transferable to any subsequent owner of the pro	perty upon paymer	nt of a fee on or l	pefore the expiration d	ate.
□ Not transferable to any subsequent owner of the	property.		over me empiration a	
☐ The above structure(s) are not covered by a treatmen		company.		
				· · · · · · · · · · · · · · · · · · ·
This is to certify that neither I, nor the company has any association with any party to the transaction.	had or contemplate	es having any int	erest in the property in	nvolved, nor is acting in
R.T. Martin			-	
Signature of Designated Certified Operator			Purchaser of Legal Repre	
Copies to:PurchaserMortgageeRe	ealtorSell		wledging Receipt of Rep	UTT.
Revised 6/97 - Replaces all previous editions				