

# SELLER'S PROPERTY DISCLOSURE STATEMENT (CONDOMINIUM) EXHIBIT " \_\_\_\_\_ "



2014 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Condominium Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at:

\_\_\_\_\_, \_\_\_\_\_ Georgia \_\_\_\_\_.

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

**A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:**

- (a) answer all questions in reference to the Unit (which, unless otherwise noted, shall include the improvements thereon);
- (b) leave no question unanswered;
- (c) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Condominium Purchase and Sale Agreement;
- (d) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (e) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

**B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.**

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. DISCLOSURES.**

	Yes	No	Don't Know
<b>1. OCCUPANCY:</b>			
(a) Is the Unit vacant?	_____	_____	_____
If yes, how long has it been since Seller occupied the Unit? _____			
(b) Is the Unit or any portion thereof leased?	_____	_____	_____
<b>2. FEES, ASSESSMENTS AND PROPERTY MANAGEMENT:</b>			
(a) In purchasing Unit, will any initiation, transfer, or other similar fee be owed to the Association?	_____	_____	_____
If yes, what amount \$ _____			
(b) The Association fee for common expenses is: \$ _____ per _____			
(c) Are there any special assessments approved by but yet not owing or due to the Association?	_____	_____	_____
If yes, what amount \$ _____?			
(d) Are there any delinquent fines or other assessments owing on Unit?	_____	_____	_____
If yes, state amount \$ _____.			
(e) Has the annual assessment for Unit for the next fiscal year been approved?	_____	_____	_____
If yes, how much will the new assessment be? \$ _____			
(f) Is the Association a defendant in any lawsuit?	_____	_____	_____
(g) Is the Association self managed or not managed by a professional management company?	_____	_____	_____
Name and telephone number of Association or management company contact person:			
_____			

**3. LEAD-BASED PAINT:**

Was any part of the residential dwelling on the Property or any painted, component, fixture or material used therein constructed or manufactured prior to 1978? \_\_\_\_\_

If you have answered "Yes" or "Don't Know" the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.

	Yes	No	Don't Know
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**4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:**

- (a) What year was Unit constructed? \_\_\_\_\_
- (b) Is the condominium a condominium conversion?  
If yes, what year was it converted? \_\_\_\_\_
- (c) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements within the Unit or on the Property? \_\_\_\_\_
- (d) Has there been any additional structural bracing, underpinning, or other structural reinforcement been added to any portion of Unit or Property? \_\_\_\_\_
- (e) Have any structural reinforcements or supports been added? \_\_\_\_\_
- (f) Has there been any cracking, settlement or visible movement of retaining walls? \_\_\_\_\_
- (g) Have there been any additions, structural changes, or any other major alterations to Unit subsequent to the time Property was submitted to the condominium form of ownership? \_\_\_\_\_
- (h) Has any work been done where a required building permit was not obtained? \_\_\_\_\_
- (i) Is Seller aware of violations of building codes or zoning regulations or received notice of the same? \_\_\_\_\_

**5. SYSTEMS AND COMPONENTS:**

- (a) What is/are the heating system(s) serving the Unit?  
 Electric  Gas  \_\_\_\_\_
- (b) Approximate age of heating system(s): \_\_\_\_\_ years
- (c) What is/are the air conditioning systems(s) (A/C) serving the Unit?  
 Electric  Gas  \_\_\_\_\_
- (d) Approximate age of air conditioning systems(s) (A/C): \_\_\_\_\_ years
- (e) What is/are the water heater(s) serving the Unit?  Electric  Gas  Solar
- (f) Approximate age of water heater: \_\_\_\_\_ years
- (g) Does any system for heating and/or cooling Unit or heating water serve more than one Unit? \_\_\_\_\_
- (h) Does Unit have aluminum wiring other than the primary service line? \_\_\_\_\_
- (i) Are there any system(s) or appliance(s) which is leased or which has a fee associated with its use? \_\_\_\_\_
- (j) Are any fireplaces not vented? \_\_\_\_\_
- (k) When was each fireplace, wood stove or chimney/flue last cleaned?  
Date(s): \_\_\_\_\_

**6. ROOF, GUTTERS AND DOWNSPOUTS:**

- (a) Approximate age of roof on building in which Unit is located: \_\_\_\_\_ years.
- (b) Has any part of the roof on the building in which Unit is located, been repaired during Seller's ownership? \_\_\_\_\_
- (c) Are there any roof leaks into the Unit? \_\_\_\_\_

**7. PLUMBING RELATED ITEMS:**

- (a) What is the drinking water source:  public  private  well
- (b) If the drinking water is from a well, has the water been tested within the past twelve (12) months? \_\_\_\_\_
- (c) Do you have a water softener, filter or purifier?  
If yes,  Leased  Owned \_\_\_\_\_
- (d) What is the sewage system:  public  private  septic tank
- (e) Is Unit served by sewage pump or lift system? \_\_\_\_\_
- (f) Has any septic tank or cesspool on Property ever been professionally serviced?  
If yes, please give the date of last service: \_\_\_\_\_
- (g) Are there any leaks, backups or other similar problems with to any portion of the plumbing, water or sewage systems? \_\_\_\_\_
- (h) Is there presently any polybutylene plumbing, other than the primary service line? \_\_\_\_\_

**8. DRAINAGE, FLOODING AND MOISTURE:**

- (a) Is there now or has there been any water leakage, accumulation, or dampness within Unit? \_\_\_\_\_
- (b) Have any repairs been made to control any water or dampness problems in the Unit? \_\_\_\_\_
- (c) Is any part of the Property or any improvements thereon presently located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year? \_\_\_\_\_
- (d) Has there ever been any drainage problems or flooding? \_\_\_\_\_
- (e) Are there any problems with siding or exterior cladding of any portion of Property retaining moisture, swelling, chipping or delaminating? \_\_\_\_\_
- (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? \_\_\_\_\_

	Yes	No	Don't Know
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**9. SOIL, TREES, SHRUBS AND BOUNDARIES:**

- (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 presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner? \_\_\_\_\_
- (d) Are there any encroachments or unrecorded easements with respect to Unit? \_\_\_\_\_

**10. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS:**

- (a) Is there any damage to the Unit or Property resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot? \_\_\_\_\_
- (b) Does the Association presently have a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?  
If yes, is it transferable? \_\_\_\_\_  
If yes, company name/contact: \_\_\_\_\_  
Check type of coverage:  re-treatment and repair;  re-treatment; or  periodic inspections only.
- (c) Have any termite/pest control reports or treatments for Property or Unit been done in the last five (5) years? \_\_\_\_\_
- (d) Is there any exterior untreated wood, hard coat stucco, rigid board insulation, plastic foam or siding or cladding (other than stone, brick or concrete) in contact with the soil or within six inches of the finished grade? \_\_\_\_\_

**11. TOXIC SUBSTANCES:**

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? \_\_\_\_\_
- (b) Are there any toxic or hazardous substances in the Unit? \_\_\_\_\_
- (c) Has Methamphetamine ("Meth") ever been produced on the Property? \_\_\_\_\_

**12. PARKING AND STORAGE:**

- (a) Are there any limited common element parking spaces assigned to the Unit and reserved for the Owner's exclusive use?  
If yes, please identify the number and location of the same \_\_\_\_\_
- (b) Are there any limited common element storage rooms, lockers or bins assigned to the Unit and reserved for the Owner's exclusive use?  
If yes, please identify the number and location of the same \_\_\_\_\_

**13. OTHER MATTERS:**

- (a) Have there been any inspections in the past year?  
If yes, by whom and of what type? \_\_\_\_\_
- (b) Is there now or has there been any litigation therein alleging negligent construction or defective building products? \_\_\_\_\_
- (c) Has there been any award or payment of money in lieu of repairs for defective building products or poor destruction? \_\_\_\_\_
- (d) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims? \_\_\_\_\_
- (e) Is there any fire, flood or wind damage which required repairs to Unit in excess of \$500.00? \_\_\_\_\_
- (f) Are there any fixtures or appliances included in the sale that are in need of repair? \_\_\_\_\_
- (g) Have any repairs been made to the electrical, plumbing, or heating and air condition system, or any part thereof? \_\_\_\_\_
- (h) Are there any other latent or hidden defects that have not otherwise been disclosed? \_\_\_\_\_

**14. AGRICULTURAL DISCLOSURE:**

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? \_\_\_\_\_

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.

**15. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES" OR "OTHER":** *[Explanations should reference the number of the question for which more detailed information is being provided.]*

Additional pages  are or  are not attached.

**D. ITEMS TO REMAIN WITH PROPERTY:** Check (✓) only those fixtures/personal property (hereinafter "items") below that are included in the sale of Unit. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such items checked are included in the sale of Unit. Those items listed below that are not checked shall not be included in the sale of Unit.

**Appliances**

- Clothes Dryer
  - Gas
  - Electric
- Clothes Washing Machine
- Dishwasher
  - Built-In
  - Free Standing
- Garage Door Opener
  - Remote Control
- Garbage Disposal
  - Built-In  Free Standing
- Ice Maker
  - Built-In
  - Free Standing
- Microwave Oven
  - Built-In
  - Free Standing
- Refrigerator
- Stove
  - Gas
  - Electric
  - Built-In
  - Free Standing
- Surface Unit Cook Top
  - Gas
  - Electric
- Trash Compactor
  - Built-In
  - Free Standing

- Vacuum System (Built-In)
- Vacuum Attachments
- Vent Hood
- Wine Cooler

**Home Media**

- Intercom System
- Radio (Built-In)
- Satellite Dish
- Satellite Receiver
- Speakers (Built-In)
- Switch Plate Covers
- Television (TV)
  - Antenna
  - Mounts/Brackets
  - Remote
  - Wiring

**Interior Fixtures**

- Ceiling Fan
  - Remote Control
- Chandelier(s)
- Fireplace
  - Gas Logs
  - Gas Starter Key
  - Remote Control
  - Screen/Door
  - Wood Burning Insert
- Light Fixtures
- Mirror (Attached)

- Shelving Unit & System
  - Built-In
  - Free Standing
- Shower Head/Sprayer
- Telephone/Data Jacks/Wires
- Window Treatments (including Hardware)

**Landscaping / Yard**

- Awning
- Flag Pole
- Mailbox
- Statuary
- Stepping Stones
- Weather Vane

**Recreation**

- Hot Tub
- Sauna

**Safety**

- Alarm System (Burglar)
  - Leased
  - Owned
- Alarm System (Smoke/Fire)
  - Leased
  - Owned
- Carbon Monoxide Detector
- Door & Window Hardware

- Smoke Detector
  - Battery Operated
  - Hard Wired

**Systems**

- Air Conditioning Window Unit
  - Air Purifier
  - Dehumidifier
    - Built-In
    - Free Standing
  - Humidifier
  - Sump Pump
  - Thermostat
  - Water Purification System
    - Leased
    - Owned
  - Water Softener System
    - Leased
    - Owned
  - Window Screens

Location of items checked above: \_\_\_\_\_

Other items, and it's location, included in the sale of the Property shall be: \_\_\_\_\_

Other items not included in the sale of Property shall be: \_\_\_\_\_

The common law of fixtures shall apply to items not addressed herein. Those items that are not included in the sale of Unit shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such items not timely removed. In removing all items, Seller shall use reasonable care to prevent damage and, if necessary, shall restore the area where the item has been removed to its original condition.

**SELLER'S REPRESENTATION REGARDING SELLER'S CONDOMINIUM PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Condominium Property Disclosure Statement.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_