

## Howard Sample

123 Main Street  
Atlanta, GA 30301

01/03/2022 | Offer Expires on: 01/13/2022

THIS AGREEMENT made between **OWNER OF RECORD** ("the Seller") and **Q Offers-A, LLC**, or any entity designated by Purchaser, in Purchaser's sole discretion as its successor and/or assign ("the Purchaser").

### 1. PURCHASE PRICE AND PROPERTY DESCRIPTION

The Purchaser agrees to purchase, and the Seller agrees to sell and convey to Purchaser, for the price of:

**Three Hundred Thousand Dollars (\$300,000)**

which value is based on, the real property and all improvements thereon, all mineral, water rights and easements appurtenant to the property, if any, and all fixtures, systems, and personal property as described in Paragraph 2, currently on the premises, in the county of **Cook** and in the State of **GA**, commonly known as:

**123 Main Street**  
**Atlanta** (the "Property").

### 2. FIXTURES AND PERSONALTY

Price shall include all fixtures, systems, and personalty currently on the premises, including – but not limited to – any of the following: lighting, heating and plumbing fixtures; all outdoor plants; draperies, venetian blinds, window and porch shades; window screens, storm windows and doors; curtain and drapery rods; central and window air conditioning units and ventilating fixtures; attached TV and other antennae; attached mirrors; awnings; installed water softener and humidifier (if owned by the Sellers); fireplace screen and grate; major appliances; installed or attached floor coverings; all in their present condition, normal wear and tear excepted, free and clear of all taxes, liens and encumbrances. The following items are specifically excluded from contract:\_\_\_\_\_.

### 3. CLOSING AND CONDITION OF PROPERTY

The Seller agrees to vacate and deliver possession of the Property no later than **03/04/2022** or such other closing date agreed between parties, in the same condition as that of the first physical inspection by Purchaser or its agents, ordinary wear and tear excepted, broom clean, with all property described in Section 2 in good working order. If prior to the Purchaser securing possession and control over the Property, Seller shall not have maintained or preserved the Property in the same condition (as determined in the sole discretion of the Purchaser) as when first appraised, the Purchaser shall have no obligation to consummate the purchase of the Property contemplated by this Contract of Sale. In such event, Purchaser shall be entitled to the immediate release of earnest money deposit and contract shall be deemed null and void.

### 4. PROPERTY INSPECTION AND REPAIR:

Purchaser shall have 10 business days after Contract Date ("Inspection Period") within which Purchaser may, at Purchaser's expense, conduct a General Home Inspection. Seller agrees to provide the Inspector full property access within said Inspection Period. If Purchaser fails to deliver to Seller a written notice or report within 5 business days after receipt of the inspection report, then, except for Seller's continuing duty to maintain the property described in Section 3 above, Purchaser shall have waived Seller's obligations to repair, replace, treat or remedy the matters not inspected or timely reported.

- a) **General Inspection:** The Property may be inspected by any person who – in Purchaser's sole discretion – is qualified to conduct home inspections. Purchaser shall inform Seller of any General Repair items ("Repair Demand") that are not in the condition acceptable to Purchaser, by delivering to Seller a written notice within 5 business days from receipt of Inspection, and upon written request by Seller a copy of the portion of the inspector's report specific to such items, or if preferred, the full report.

- b) **Condition Unacceptable:** If inspections reveal that the condition of the Property is unacceptable to Purchaser, this Contract shall be null and void upon receipt of written notice.
- c) **Resolution of Inspection Repairs:** Within 10 business days following Purchaser's delivery of the Repair Demand to the Seller ("Repair Resolution Period"), the parties may negotiate a resolution, agreeing in writing to a repair allowance payable to the Purchaser at closing, or to certain repairs which must be completed prior to closing, or a combination thereof. If the parties cannot reach a negotiated resolution to the inspection contingency within the Repair Resolution Period, then either party may terminate this Contract, releasing both Purchaser and Seller from any further obligations under this Contract.

**5. SELLER AGREES TO THE FOLLOWING:**

- a) To maintain the property, utilities, mortgage payments and Property owner's insurance until the time of the closing with Purchaser.
- b) To pay for the cost of providing good and marketable title, including – but not limited to – an owner's title insurance policy from a title company designated by Purchaser, and licensed to provide title insurance in the state where the subject property is located.
- c) Seller agrees to provide to Purchaser, prior to closing, at Seller's sole expense, the following:
  - a. Clear Well and Septic Report (where applicable).
  - b. Clear Wood Boring Insect or Pest Certification (where applicable).
  - c. Certificate of Occupancy, Use & Occupancy Certification, or any similarly mandated inspection and/or waiver for subject property from requisite building authority (where applicable).
  - d. Any other inspections, certifications or evaluations brought to light by Purchaser's inspections.
- d) Purchaser agrees to provide, and Seller agrees to execute all necessary transfer documents, in a form acceptable in the sole discretion of Purchaser for the purpose of the proper transfer of title to the subject property.

**6. CONDOMINIUM / COMMON INTEREST ASSOCIATIONS:**

If applicable, the Parties agree that the terms contained in this section – which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCR's") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCR's or amendments thereto; party wall rights and agreements; limitations and conditions imposed by applicable statute, installments due after the date of Closing of general assessments established pursuant to the Declarations/CCR's.
- b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments in their entirety confirmed prior to the Date of Acceptance. Seller shall also be responsible for payment of any capital or reserve contribution, transfer fee, membership fee or any such charge levied by the association as a result of transfer of title.
- c) Seller shall notify Purchaser of any proposed special assessment or increase in any regular assessment between the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure upon sale as required by applicable statute, and provide same in a timely manner, but no later than the time period provided for by law. This contract is subject to the condition that Seller be able to procure and provide to Purchaser a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the Declaration/CCR's. In the event the Condominium Association requires the personal appearance of Purchaser or additional documentation, Purchaser reserves the right to comply or declare the Contract null and void.

- e) In the event the documents and information provided by Seller to Purchaser disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Purchaser's use of the premises or would result in financial obligations unacceptable to Purchaser in connection with owning the Real Estate, then Purchaser may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Purchaser. If Notice is not served within the time specified, Purchaser shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.
- f) Seller shall not be obligated to provide a condominium survey.

## 7. THE SELLER'S EQUITY

The Seller's equity shall be paid to the Seller upon closing. Notwithstanding possible local customs or practices to the contrary, the Seller's equity in the Property is hereby defined to be the price stated herein, less the following, as of the date of payment:

- a) These fees paid by the Seller as a credit to the Purchaser at closing:
  - I. QuickBuy program fee: **\$30,000**
  - II. Resale Fee: **\$18,000**
  - III. QuickBuy administrative fee: **\$795**
  - IV. QuickBuy Lock fee (if initialed): **\$3,000** Initial here to elect QuickBuy Lock \_\_\_\_\_.
- b) Unpaid balance of and interest, late fees and charges and prepayment penalties due on all mortgages, deeds of trust, and Property improvement loans affecting the Property.
- c) Taxes, including taxes applicable to the present period whether or not due, based upon the latest available tax bills or receipts, absent all exemptions, or upon the tax collector's estimate of current taxes if the Property was last assessed as unimproved land and prorated as of closing. If the tax proration is based upon the prior years' tax bill, proration shall be made at 110% of the prior year tax bill, absent all exemptions;
- d) Any deed recording fees, mortgage release recording fees, title search and exam fees, and any other title/settlement expenses required to provide clear and marketable title to Purchaser;
- e) Any settlement or closing fees in connection with the disbursement of equity proceeds;
- f) Total unpaid balance of all assessments levied, approved for levy, or anticipated as levy against the Property for improvements reflected in the price, whether governmental or association based assessments, including special assessments, including future installments thereof;
- g) Owner's dues, fees, common expense, and maintenance charges, whether or not delinquent;
- h) The estimated cost of any treatment, repairs, or work needed to comply with local standards as set forth by a recognized termite and/or general home inspection company's inspection report, the latter of which may be obtained by the Purchaser at its own option and expense;
- i) Any and all other indebtedness and encumbrances against the Property securing an indebtedness; provided, however, that charges such as real estate taxes (based on the year or other period to which they actually apply or relate, as opposed to any other local fiscal periods or date on or by which bills may be issued, filed, identified, recorded as liens, due, paid, assessed, delinquent, collected, budgeted, or otherwise processed administratively), mortgage payments, interest, and transferred hazard insurance premiums, if any, shall be prorated and apportioned between the Purchaser and the Seller as of said date;
- j) Any sales, use, or transfer tax that may be payable because of this transaction shall be paid in accordance with local custom; and Purchaser reserves the right to take a credit in lieu of typical and customary Seller costs, including but not limited to survey, owner's title insurance and closing fees, (as provided in Paragraph 5) and in such event Seller will not be further obligated to provide said service or product.

**8. CONVEYANCE**

At closing the Seller agrees to convey to the Purchaser, its successors or assigns, or to a purchaser to be designated by the Purchaser, good and marketable title (except as it may be subject to the matters set forth in the next section) to the Property by a good and sufficient deed with general warranties of title in a form acceptable to counsel for the Purchaser, its successors or assigns. At closing, the Seller shall also deliver a bill of sale conveying good and marketable title to the personal property, if any, included with the Property. The Seller covenants that it and its personal representatives, heirs, executors, administrators, successors, and assigns shall promptly and without delay execute any deed, affidavits, agreements, and documents prepared by the Purchaser, its successors or assigns, necessary to carry out the Seller's obligations herein, and shall procure any further assurance of title for the Property as reasonably required by the Purchaser.

**9. CONDITION OF TITLE**

The Purchaser, its successors or assigns, may cause the Property to be surveyed and title to be examined, and the Seller agrees to be bound by the opinion of counsel or title commitment of a title company selected by the Purchaser, its successors or assigns, and the same shall be the basis for determining the marketability of and state of title on said Property. The title shall be conveyed subject only to: (1) existing covenants, conditions, restrictions, condominium declarations, party-wall agreements, easements, rights-of-way, licenses, reservations, and mineral rights which are of record; U.S. patents, and zoning and building ordinances; provided, however, that the foregoing are of the type normally applicable to residential property in the community, do not the prohibit present improvements on the Property's property, and do not preclude or interfere with the continued use of the Property for the purposes for which the same is presently being used, and provided further that this Agreement or conveyance of title or use of the Property is not subject to the approval of a third party other than a mortgagee; (2) any statement of facts an accurate survey may show, provided such facts do not render title unmarketable; (3) nondelinquent mortgages, taxes and assessments which constitute a lien on said premises; (4) leases or tenancies of which Purchaser has been advised, and of which the rent has not been in arrears, provided said leases or tenancies are assigned to Purchaser and may be terminated within thirty (30) days at the option of Purchaser.

**10. TITLE REVIEW**

Purchaser shall have the right to inspect any and all documents or instruments as described in the title commitment ("Title Documents") and shall deliver to Seller on or before the date of closing written notice of any unsatisfactory title condition shown by the Title Documents. If Seller receives notice of nonmarketability of title or any other unsatisfactory title condition as provided above, Seller shall use reasonable efforts to correct said title conditions prior to the date of closing. If Seller fails to correct such conditions on or before the date of closing, this Agreement shall then terminate; provided that Purchaser may, by written notice received by Seller on or before closing, waive objections to said unsatisfactory title conditions.

**11. EXPRESS CONDITIONS**

As express conditions of this Contract of Sale, it is specifically understood and agreed that:

- a) This offer shall expire on the date specified in the election noted in Election Agreement (the "Expiration Date"). Seller's acceptance hereof must be received by the Purchaser prior to such Expiration Date. This Contract of Sale shall be dated and effective the day it is received in its entirety by the Purchaser.
- b) Purchaser assumes no obligations whatsoever with respect to real estate listing agreements pre-dating the execution of this Agreement by the Purchaser. Seller shall indemnify and hold harmless Purchaser from any and all claims or costs related to any claim of prior listing agreement for the subject property, pre-dating this Agreement between the parties.
- c) Seller covenants that to the best of his/her knowledge and belief this Agreement, any conveyance of title, or the present use of the Property is not subject to the approval of a third party other than a mortgagee and that the same is not in violation of any mortgage or other instrument affecting the Property. Seller also warrants that prior to the execution of this Agreement, neither he/she nor his/her agents have received any actual or constructive notice issued by any governmental entity of any zoning, building, or other similar code violation in the Property; and that she/she has no knowledge whatsoever of any actual or contemplated proceeding in condemnation, urban renewal, or eminent domain affecting the Property.

- d) Nothing contained herein shall be construed to obligate Purchaser to purchase the Property unless: (1) title is marketable in Seller; (2) all mortgages or deeds of trust affecting the Property can be paid in full from available equity at the time of Closing; (3) the Property is insurable for normal hazards of fire and extended coverage; (4) the Property is vacant at time of closing; 5) the Property conforms to current environmental protection standards with respect to the United States Environmental Protection Agency or any other applicable environmental regulations currently in effect in the state in which the Property is located.
- e) Seller represents that the heating, plumbing, electrical, central cooling, ventilation systems, appliances and fixtures on the Property are in working order and will be so at the time of Closing and that the roof is free of leaks and will be so at the time of Closing. Purchaser shall have the right to enter the Property during the 48-hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the Property are in working order and that the Property is in substantially the same condition, normal wear and tear excepted, as it was as of the Acceptance Date.
- f) Seller warrants that no notice from any city, village, or other governmental authority of a special assessment (“Levy of Special Assessment”) or dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller’s agent (“Code Violation Notice”). If a Levy of Special Assessment or Code Violation Notice is received after the Acceptance Date and before the Closing Date, Seller shall promptly notify Purchaser of the Notice.
- g) Seller may cancel this Agreement any time prior to closing upon delivery of written notice to Purchaser provided that Seller reimburses Purchaser for all costs incurred by Purchaser in performing its rights and duties under this Agreement.

**12. MISCELLANEOUS PROVISIONS**

- a) Seller shall not transfer or assign this Agreement or any interest therein without previous written consent of Purchaser and any such assignment or transfer, without such previous written consent, shall be void and shall not vest in the transferee or assignee any right, title, or interest hereunder or in the Property, but shall give Purchaser the right to rescind this Agreement and to recover a refund in the amount expended by it hereunder together with all costs of collections, including reasonable attorneys' fees, and such an amount, until paid, shall be a lien upon the Property.
- b) The provisions of this Agreement, unless fully performed, shall survive the execution and delivery of the deed and shall not be merged therein.
- c) In addition to all other rights and remedies at law or in equity, Purchaser shall have the right to rescind this Agreement and recover all payments made pursuant hereto if possession of the Property shall not be delivered to the Purchaser or its successors or assigns by closing or if the Seller shall otherwise breach this Agreement.
- d) The failure of Purchaser to insist in any one or more instances upon a strict performance of any provision of this Agreement or of any right acquired by law shall not be construed as a waiver of the same.
- e) Purchaser shall be responsible for and assume all the obligations and liabilities of ownership of the Property, latent defects excepted, as of the date closing.

**13. DAMAGE TO PROPERTY**

In the event the Property shall be damaged by fire or other casualty prior to closing in an amount of not more than ten percent (10%) of the price, Seller shall be obligated to repair the same before closing. In the event such damage is not or cannot be repaired within said time or if damages exceed such sum, this Agreement may be terminated at the option of Purchaser or Seller, and all payments and things of value received hereunder shall be returned to Purchaser. Should the parties elect to carry out this Agreement despite such damage, Purchaser shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the price. Should any fixtures or services fail between the date of this Agreement and closing, a deduction for the reasonable value of such fixture or service shall be made from the payment to Seller.

**14. BINDING EFFECT: MODIFICATION**

The provisions of this Agreement shall apply to and bind the personal representatives, heirs, executors, administrators, successors, and assigns of Seller and the successors and assigns of Purchaser and may be modified only in writing.

**15. CONSTRUCTION AND PERFORMANCE**

The construction and performance of this Agreement shall be governed by the laws of the state in which the Property is located. The use of the singular shall include the plural and vice versa, and the use of one gender shall include the other.

**16. ADDITIONAL AGREEMENTS OF SELLER**

The Seller shall cooperate with the Purchaser by promptly supplying the information required to complete any disclosure or settlement statement required by law or reasonably requested by the Purchaser including information requested by the Purchaser pursuant to the Real Estate Settlement Procedures Act of 1974, which disclosures by the Seller shall form the basis for disclosures made by the Purchaser in a subsequent sale of the Property.

**17. ATTORNEY MODIFICATION**

Within five (5) business days after the Acceptance Date (“Attorney Review Period”), the Parties’ respective attorneys may propose written modifications to this Contract (“Proposed Modifications”) on matters other than the Purchase Price, broker’s compensation and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In that event, this Contract shall be null and void and the Earnest Money shall be returned to Purchaser. In the absence of delivery of proposed modifications prior to the expiration of the Attorney Approval Period, this provision shall be deemed waived by all parties, and this Contract shall be in full force and effect.

**18. DISPUTE RESOLUTION**

- a) In the event of any controversy, default, dispute or claim arising out of or in any way relating to the underlying Agreement, or any breach thereof, the parties agree that specific performance, mediation and arbitration shall not be remedies available.
- b) In the event of any controversy, default, dispute or claim arising out of or in any way relating to the underlying Agreement, or any breach thereof, which has not been resolved by any settlement efforts within 120 days of written demand or claim provided to the other party shall be subject to resolution by a lawsuit filed in the appropriate court in the jurisdiction where the property, which is the subject of the underlying Agreement, is located. Any such lawsuit shall be adjudicated by way of a bench trial, with all parties hereby waiving any right to a jury trial, except where such waiver is prohibited by state law in that jurisdiction.
- c) Parties specifically waive the right to recovery of any attorney’s fees, and each party shall be responsible for their own attorney’s fees, whether by settlement or adjudication by trial.

**19. SPECIAL STIPULATIONS**

- a) This contract will become a legally binding Contract when signed by Purchaser and Seller and delivered to Purchaser or Purchaser’s designated agent. This Contract includes the special stipulations listed below:
- b) N/A
- c) N/A

Purchaser Signature: \_\_\_\_\_

Offer Date: 01/03/2022

By: Q Offers - A LLC

Purchaser Name (Print): Q Offers - A LLC

Address: 135 S. LaSalle Street, Suite 2000

City / State / ZIP: Chicago, Illinois 60603

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

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

Seller Name (Print): \_\_\_\_\_

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

Seller Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Purchaser Attorney: Joan M. Brady

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

Firm Name: Morreale & Brady PC

Firm Name: \_\_\_\_\_

Office Address: 449 Taft Avenue

Office Address: \_\_\_\_\_

City / State / ZIP: Glen Ellyn, Illinois 60137

City / State / ZIP: \_\_\_\_\_

Phone: 630-790-6315

Phone: \_\_\_\_\_

Fax: 630-790-6670

Fax: \_\_\_\_\_

Email Address: joanb@morrealelaw.com

Email Address: \_\_\_\_\_

# Homeowner Disclosure

Homeowner(s): **Howard Sample**  
 Property Address: **123 Main Street**

Year Purchased: \_\_\_\_\_ Approximate Year Built: \_\_\_\_\_

The purpose of this Disclosure Statement is to disclose – to best of Seller’s knowledge – the property’s condition as of the date of signature below. Seller is aware of the obligation to disclose any known material defects in the property. Seller alone is the source of all information contained in this form. All prospective buyers are cautioned to carefully inspect the property, including the surrounding area for any off-site conditions affecting the property. This disclosure is not intended to substitute for prospective buyer’s professional inspections.

**Answer all questions either Yes, No, or Not Applicable.**

## Section One – Property Systems Overview

Are you aware of any problems affecting the following systems, fixtures, features or amenities?

System Description	YES	NO	N/A
A. Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Pool / Hot Tub / Spa / Jacuzzi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Flooring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Irrigation and Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Smoke and Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Water Heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Central Air or Cooling System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Heating Furnace, Boiler or Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Deck / Patio / Driveway / Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Private Well or Community Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Chimney / Fireplaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Windows / Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Built-in Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section Two – Land and Grounds / Foundation System

	YES	NO	N/A
A. Is the property located on filled, expansive or unstable soil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Have any settling, upheaval or stability problems occurred on your property or in the immediate neighborhood?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are there any defects or problems at the foundation, basement or crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Has a water or dampness condition ever existed in your basement or crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Homeowner Disclosure

	YES	NO	N/A
<b>Section Three – Roof System</b>			
A. Approximate Age of Roof:        years. Is there more than a single layer of shingles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Are you aware of any leaks in the roof during your ownership of the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Has the roof undergone any repairs during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are you aware of any other defects or problems with the roof system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section Four – Exterior Siding System</b>			
A. Does the exterior siding include wood composite, Masonite or other wood laminate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Does the siding include Synthetic Stucco (aka “Dryvit“)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are you aware of any past or present deterioration, moisture intrusion or cracking in the exterior siding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Have you replaced any of the siding material during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section Five – Waste Disposal</b>			
A. Is your home’s waste disposal system connected to the public sewer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Is there an on-site (septic) waste system? Date of last service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are you aware of any current defects or deficiencies with the on-site waste system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Have you completed any prior repairs to the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section Six – Drainage And Flooding</b>			
A. Is any part of the property located in a FEMA designated Flood Hazard Zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Are you required to carry flood insurance protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are you aware of any prior flooding at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are you aware of any malfunctions or other problems with the sump/ejector pumps?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section Seven – Property Boundaries</b>			
A. Have you ever obtained a survey of the property (no further explanation required)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Are the boundaries of the property marked in any way?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are you aware of any current encroachments, boundary disputes or easements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are there any recorded or unrecorded maintenance agreements or shared amenities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section Eight – Remodeling And Additions</b>			
A. Were any additions, changes or repairs made by the former owners without permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Have you made any additions, changes or repairs (over \$500) to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Have you obtained all the required permits and other approvals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Homeowner Disclosure

## Section Nine – Homeowners Association

YES NO

- A. Is the property subject to rules and covenants of a homeowner association (HOA)?  YES  NO  
*If NO, proceed directly to the next section.*

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- B. Is the association made up of one or more buildings of 5 or more units each?  YES  NO  
*If YES to both A & B, the remainder of this section must be completed by a representative of the board or the association’s management company.*

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- C. Are there any pending or threatened legal actions against the association?  YES  NO

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- D. Was the building inspected by a licensed, architect, engineer or other authorized building inspector within the last 5 years?  YES  NO

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- E. Did the inspection uncover deficiencies, defects, substantial damage, or deferred maintenance severe enough to affect the safety, soundness, structural integrity or habitability of the improvements and common areas?  YES  NO

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- F. Does the association’s budget allocate 10% or more of the regular monthly assessments toward the reserve fund?  YES  NO

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- G. Are there any pending or anticipated increases in the regular monthly fees?  YES  NO

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- H. Are there any pending or anticipated special assessments?  YES  NO

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- I. Is the association building ineligible or unavailable in the Fannie Mae Condo Project Manager (CPM) program?  YES  NO

If the answer to any of the preceding questions in this section is YES, further explanation is needed and strictly required. Please use the space below, indicating the Question Number as reference, to elaborate. Please also provide any relevant notices, minutes, or reports as needed.

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\_\_\_\_\_  
\_\_\_\_\_

<b>Section Ten – Neighborhood</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
A. Is the property subject to excessive noise, odors or other annoyances such as automobile, train or airplane traffic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Are you aware of any actions or claims, legal or otherwise, related to the neighborhood?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are there any bonds or assessments affecting the neighborhood, the association, or the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are there any other circumstances such as public works, condemnation, zoning, etc. affecting property values?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Section Eleven – Hazards</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
A. Is the property located in close proximity to any environmental hazards such as a waste facility or brownfield?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Are you aware of the presence of any toxic substances at the property such as asbestos, lead paint, or radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are you aware of the current or prior presence of an underground fuel storage tank at the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Has the property ever been subject to mold infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Is the property within a natural hazard zone, i.e. earthquake, mudslide, wildfire, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Section Twelve – Miscellaneous</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
A. Are you party to any current, anticipated, or prior legal actions related to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Are you aware of any local, state or federal violations related to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Are any of the property's systems rented or leased (water softener, alarm, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are there any other facts or conditions that would adversely affect the value, utility or desirability of the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**If the answer to any of the preceding questions is YES, further explanation is needed and strictly required unless otherwise noted. Please use the space on the following page, indicating the Section Number and Item Number as a reference, to elaborate. You may use additional pages as necessary.**

# Homeowner Disclosure

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**Attachments** – Attach copies of any existing reports and documents related to the property that constitutes prior and actual knowledge subject to disclosure. Check those that apply:

- Plat of Survey
- General Home Inspection Report
- Radon Test
- Building Permits / Occupancy Certificates
- Warranty On-Site Waste (Septic) System
- Structural / Engineer Evaluation
- Soil Test and Analysis
- State or Local Property Disclosure
- Well Mechanicals and Water Analysis
- Pest Report / Service Agreement /
- Unrecorded Easement Agreements
- Homeowner Association Notices

**Certification And Acknowledgment** – Owner certifies that owner has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the owner without any specific investigation or inquiry on the part of the owner. The owner hereby authorizes any person representing any principal in this transaction to provide a copy of this report and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

I / We attest that the above statements and explanations are true and correct to the best of my / our knowledge.

---

Owner

Date

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Owner

Date

# Disclosure of Information on Lead-Based Paint Hazards

Property Address: **123 Main Street**  
**Atlanta, GA 30301**

## Lead Warning Statement

Every purchaser of any interest in residential real 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.

## Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_
- (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_
- (ii)  Seller has no reports or records on lead-based paint and/or lead-based paint hazards in the housing.

## Purchaser's Acknowledgment (initial)

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i)  Received a 10-day opportunity (or mutually agree upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (initial)

- (f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of the agent's responsibility to ensure compliance.

## Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date