Atlanta Fine Homes
Sotheby's INTERNATIONAL REALTY

COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT "_____"

Georgia REALTORS®

2026 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: **4459 Leesburg Road**, **Marietta**, Georgia **30066** ("Property").

Seller's Directions for Completing This Community Association Disclosure ("Disclosure"). Seller is encouraged to contact the community association management company, property manager, and/or association board as this Disclosure must be filled out accurately and completely. Seller acknowledges that information regarding community associations can be difficult for buyers to obtain, and Buyer is relying on the information in this Disclosure when deciding whether to purchase the Property. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing. Notwithstanding Seller's duty to update this Disclosure, any payment obligations incurred by Seller pursuant to this Disclosure due to the under-disclosure of any amount herein will be calculated based on the amount stated on Seller's initial disclosure and not on the amount subsequently provided on any updated disclosure (excluding payment obligations related to the disclosure of special assessments that come Under Consideration after the Binding Agreement Date that are promptly and accurately disclosed to Buyer).

Buyer's Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community ("Covenants") to better understand Buyer's rights and obligations therein. The Buyer is advised to review *"What to Consider When Buying Property in a Community Association"* (CB16) and/or *"What to Consider When Buying Property in a Condominium"* (CB19).

A. KEY TERMS AND CONDITIONS.

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

- ☐ Mandatory Membership Condominium Association
- ☒ Mandatory Membership Property Owners' Association or Homeowners' Association
- ☐ Mandatory Age Restricted Community
  - ☐ All units are occupied by a person 62 or older.
  - ☐ At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
- ☐ Mandatory Membership Master Association
- ☐ Optional Voluntary Association
- ☐ Voluntary Transitioning to Mandatory (Buyer shall be a ☐ voluntary or ☐ mandatory member)

2. CONTACT INFORMATION FOR ASSOCIATION(S).

a. Name of Association: **Highland Pointe Recreation Association, Inc.**
Contact Person / Title: Sasha Gray
Association Management Company: _____
Telephone Number: 770-973-0925 Email Address: office@highlandpointe.org
Mailing Address: _____ Website: www.highlandpointe.org

b. Name of Master Association: _____
Contact Person / Title: _____
Association Management Company: _____
Telephone Number: _____ Email Address: _____
Mailing Address: _____ Website: _____

3. ANNUAL REGULAR ASSESSMENTS ("ASSOCIATION DUES").

a. The Association Dues are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):

- ☒ $ 484 per year;
- ☐ $_____ per month;
- ☐ $_____ per quarter;
- ☐ $_____ semi-annually;

***Buyers will have the option to join Swim/Tennis for additional fees. See website for more information**

☐ If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently $_____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

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b. If applicable, the Association Dues for the Master Association are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):

☐ $_____ per year;
☐ $_____ per month;
☐ $_____ per quarter;
☐ $_____ semi-annually;
☐ If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently $_____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

4. SPECIAL ASSESSMENTS.

a. Buyer's total portion of all Special Assessments Under Consideration is $_____.

b. Buyer's total portion of all adopted Special Assessments is $_____.

c. Adopted Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement) ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Other: _____

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES.

Buyer will pay $_____100_____ for all Transfer, Initiation, and Administrative fees. Seller will pay any Transfer, Initiation, and Administrative Fees above this amount.

6. OTHER ASSOCIATION EXPENSES (IF APPLICABLE).

a. Utility Expenses. Buyer is required to pay for utilities which are billed separately by the Association at a rate that may vary depending on usage and are in addition to any other Association Dues. The Association bills separately for:

☐ Electric ☐ Water/Sewer ☐ Natural Gas ☐ Cable TV ☐ Internet ☐ Other: _____

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

a. For Property costs include the following:

☐ Cable TV	☐ Natural Gas	☐ Pest Control	☐ Other: _____
☐ Electricity	☐ Water	☐ Termite Control	☐ Other: _____
☐ Heating	☐ Hazard Insurance	☐ Dwelling Exterior	☐ Other: _____
☐ Internet Service	☐ Flood Insurance	☐ Yard Maintenance	☐ Other: _____

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

☐ Concierge	☐ Pool	☐ Hazard Insurance	☐ Road Maintenance
☐ Gate Attendant	☐ Tennis Court	☐ Flood Insurance	☐ Other: _____
☒ All Common Area Utilities	☐ Golf Course	☐ Pest Control	☐ Other: _____
	☒ Playground	☐ Termite Control	☐ Other: _____
☒ All Common Area Maintenance	☐ Exercise Facility	☐ Dwelling Exterior	☐ Other: _____
	☐ Equestrian Facility	☐ Grounds Maintenance	☐ Other: _____
☐ Internet Service	☐ Marina/Boat Storage	☐ Trash Pick-Up	☐ Other: _____

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

_____
_____
_____

☐ Check if additional pages are attached.

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

_____
_____
_____

☐ Check if additional pages are attached.

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B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER.**
   a. **Community Associations Defined**: Community Associations shall mean every type of voluntary or mandatory membership community association including, but not limited to, condominium associations, property owners' associations, homeowners associations, master associations, age restricted communities, and cooperatives. Some large or complex communities have one or more layers of associations, master associations, and sub-associations responsible for the administration of different portions of a community. While owners normally pay assessments to one association, that association may be responsible for making assessment payments to other associations. In other cases, an owner may be responsible for paying assessments directly to multiple associations.
   b. **Purpose**: The primary purpose of a Community Association is to operate and administer the community, pay for common expenses, and enforce the Covenants.
   c. **Disclosure and Acknowledgement Regarding Fees**: Owners of real property in communities where there is a mandatory membership Community Association are obligated to pay certain recurring dues, fees, charges, expenses, and assessments (collectively "Fee") to the Association. Fees can and do increase over time and, on occasion, there may be the need for a Special Assessment, which is a Fee levied on owners to fund specific Community Association improvements or projects ("Special Assessment"). Except as otherwise specifically stated herein, Buyer assumes the risk of and shall pay any Fees that increase or come Under Consideration (as that term is defined below) after Closing.

2. **CONTACT INFORMATION FOR ASSOCIATION(S).**
   a. **Consent of Buyer to Reveal Information to Association(s):**.Buyer hereby authorizes closing attorney to provide the Association with any contact information for the Buyer in its possession. The closing attorney may rely on this authorization.

3. **ANNUAL REGULAR ASSESSMENTS.**
   a. **Buyer shall pay** any accurately disclosed pre-paid Association Dues (excluding Special Assessments) due at Closing for a period of time after Closing.
   b. **Seller shall pay** all Fees owing on the Property which come due before the Closing so that the Property is sold free and clear of liens and monies owed to the Association and any Association Dues in excess of the sum disclosed in Section A(3) above for the remainder of the Association(s) fiscal year (which may or may not be based on a calendar year) in which this Agreement closes.

4. **SPECIAL ASSESSMENTS**
   a. **Under Consideration:** For all purposes herein, the term "Under Consideration" with reference to a Special Assessment shall mean that a notice of a meeting at which a Special Assessment will be voted upon, has been sent to the members of the Association. If a Special Assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. ALL PARTIES AGREE THAT NEITHER SELLER NOR BROKER SHALL HAVE ANY OBLIGATION TO DISCLOSE ANY POSSIBLE SPECIAL ASSESSMENT IF IT IS NOT YET UNDER CONSIDERATION, AS THAT TERM IS DEFINED HEREIN.
   b. **Payment of Undisclosed Special Assessments:** With respect to Special Assessments Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the Special Assessment(s) that was either not disclosed or was not disclosed accurately.
   c. **Payment of Disclosed Special Assessments:** With respect to Special Assessments, Under Consideration or approved and accurately disclosed above, if an unpaid Special Assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. Installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer. Otherwise, the Special Assessment shall be paid by the party owning the Property at the time the Special Assessment is first due.
   d. **Special Assessments Arising after Binding Agreement Date and Prior to Closing:** With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing and are disclosed by Seller to Buyer, within seven (7) business days of the date of the notice of a meeting at which a Special Assessment will be voted upon:
      I. If the Special Assessment(s) is adopted that portion due prior to or on Closing shall be paid by the Seller; and
      II. Notwithstanding the above, if the Buyer's portion of any and all Special Assessment(s) that come Under Consideration after the Binding Agreement Date and prior to Closing is in excess of the sum of annual Association Dues disclosed in Section A(4) above, Buyer shall have the right, but not the obligation to terminate the Agreement upon Notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer's right to terminate shall be deemed waived; and
      III. With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing, Seller shall be liable for and shall reimburse Buyer for that portion of the Special Assessment(s) that was either not timely disclosed or not disclosed accurately.
   e. **Special Assessments Arising After Closing:** Buyer shall pay all Special Assessments that come Under Consideration after Closing.
   f. **Seller Warranty:** Seller warrants that Seller has accurately and fully disclosed all Special Assessment(s) passed or Under Consideration to Buyer and will timely notify Buyer as set forth above if a Special Assessment comes Under Consideration after the Binding Agreement Date and prior to Closing. This warranty and all payment obligations in Section 4 shall survive the Closing.

5. **TRANSFER, INITIATION, AND ADMINISTRATIVE FEES.**
   a. **Buyer Pays:** Buyer shall pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer, Initiation, and Administrative Fees") to the extent the total amount due is accurately disclosed in Section A.5 above.

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b. Seller Pays: Seller shall pay Transfer, Initiation, and Administrative Fees in excess of the amount disclosed in Section A.5 above. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with $0.00. All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

6. OTHER ASSOCIATION EXPENSES.

a. **Closing Letter:** Seller shall pay the cost of any Association account statement or clearance letter ("Closing Letter") including all amounts required by the Association or management company to be pre-paid in order to obtain such Closing Letter. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller. Closing Letter fees are not Transfer, Initiation, and Administrative Fees, Association Dues, or Special Assessments and shall be paid by the Seller regardless of the amount disclosed by Seller elsewhere herein.

b. **Move-In/Move-Out Fees**: Move-in and move-out Fees are not Transfer, Initiation, and Administrative Fees, Annual Assessments or Special Assessments and shall be paid as set forth below regardless of the amount disclosed by Seller elsewhere herein:

I. Seller shall pay any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and

II. Buyer shall pay any Buyer move-in Fees, including security deposits and Fees to reserve an elevator.

1 Buyer's Signature	**1 Seller's Signature**
Print or Type Name	**John D Dixon** Print or Type Name
Date	**October 21, 2026** Date
2 Buyer's Signature	Michelle K Koltunovsky **2 Seller's Signature**
Print or Type Name	**Michelle K Koltunovsky** Print or Type Name
Date	**October 20, 2026** Date
☐ **Additional Signature Page (F267) is attached.**	☐ **Additional Signature Page (F267) is attached.**

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Sotheby's INTERNATIONAL REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT "_____"

Georgia REALTORS®

2026 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: **4459 Leesburg Road** **Marietta**, Georgia, **30066**. 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 on the Property;

(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) if prior to Closing there are any material changes in the answers to any of the questions, Seller shall promptly revise the Statement and provide it 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 or 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 either affirmatively knows that the answer to the question is "no" or 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 actual condition of the Property, 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? 2001		
(b) Is the Property vacant?		X
If yes, how long has it been since the Property has been occupied? _____		
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		X
EXPLANATION:		

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?	X	
(b) Is the Property part of a condominium or community in which there is a community association? **IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.**	X	
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? **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.**		X

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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?		X
(b) Have any structural reinforcements or supports been added?	X	
(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?	X	
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		X
(f) Have any notices alleging such violations been received?		X
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		X
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

EXPLANATION: The back deck was reinforced to support the fireplace. The entire pool area, decking and pool, were added.

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?	X	
(b) Date of last HVAC system(s) service: Jul 20, 2026		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		X
(d) Is any portion of the heating and cooling system in need of repair or replacement?		X
(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?		X
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		X
(h) Is there any Spray Polyurethane Foam (SPF) insulation in the Property?		X
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, propane/fuel tanks, etc.)?		X
(j) Are there any remotely accessed thermostats, lighting systems, security camera, video doorbells, locks, appliances, etc. servicing the Property?	X	

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): _____ years		
(b) What is the drinking water source: ☒ public ☐ private ☐ 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: ☒ public ☐ private ☐ septic tank		
(f) If the Property is served by a septic system, how many bedrooms was the septic system approved for by health department or other governmental authority? _____		
(g) Is the main dwelling served by a sewage pump?		X
(h) Has any septic tank or cesspool on Property ever been professionally serviced?		X
If yes, give the date of last service: _____		
(i) Is there now or has there been any sewer system or septic field backup or damage therefrom?		X
(j) Is there presently any polybutylene plumbing, other than the primary service line?		X
(k) Has there ever been any water damage to the interior of the residence on the Property from any system, appliance or fixture using water or from any pipe on the Property in which water travels?	X	

EXPLANATION: 6k: See explanation below.

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7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: ____8____ years.		
(b) Has any part of the roof been repaired during Seller's ownership?	X	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		X

EXPLANATION:

8. FLOODING AND WATER INTRUSION:	YES	NO
(a) Excluding water intrusion caused by plumbing, has there been any water intrusion or physical damage to the Property and/or its improvements and/or contents caused by water from the exterior of the improvements ("Flood")?	X	
(b) Has there been any insurance claim covered under the National Flood Insurance Program or a private flood insurance policy?		X
(c) Have any repairs been made to the Property or improvements located on such Property as a result of a Flood (regardless of whether any insurance claim was filed)?		X
(d) Have you received any notification regarding the designation of the Property as a Repetitive Loss Property or Severe Repetitive Loss Property?		X
(e) Has there been any material erosion affecting the Property?		X
(f) Has Seller received notification to obtain and maintain flood insurance under federal law (such as because of a previous form of disaster assistance received by any owner of the Property)?		X
(g) Is flood insurance required by current mortgagee?		X
(h) Does any part of the Property fall within a 100-year or 500-year floodplain as designated by the Federal Emergency Management Agency?		X
(i) Are there any retention ponds, detention ponds or similar facilities on the Property?		X
(j) Are there any streams, springs, or ponds on the Property that only flow or are only visible during certain times of the year?		X

EXPLANATION: See additional comments section for information connected to 8A.

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)?		X
(b) Is there now or has there ever been any visible soil settlement or movement?		X
(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?		X
(d) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?		X
(e) Are there any underground pipelines crossing the Property that do not serve the Property?	X	

EXPLANATION: 9e - Drainage easement along back of property

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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?		X
(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?		X
(c) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	X	
If yes, what is the cost to transfer? $ 125 What is the annual cost? _____		
If yes, company name/contact: Truly Nolen		
Coverage: ☒ re-treatment and repair ☐ re-treatment ☐ periodic inspections only		
Expiration Date _____ Renewal Date _____		

EXPLANATION: NOTE: 1 - Previous termite damage in the garage below the bay window. Remediated and repaired in 2026. 2 - Previous wildlife activity in attic several years ago. Wildlife control expert was retained to put screens on the openings to prevent further access.

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?	X	

EXPLANATION: Water intrusion in basement 2010 caused mold. Mold remediation done. No issues since. Mold in garage 2026 due to humidity/water and being closed up. Remediated 2026.

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) Is the Property subject to a threatened or pending condemnation action?		X
(f) How many insurance claims have been filed during Seller's ownership? 1		

EXPLANATION: Insurance claim on roof prior to being replaced.

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

EXPLANATION: Water is not properly being diverted to drains in one area of the underdecking of the back porch.

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?		X
(b) Is the Property receiving preferential tax treatment as an agricultural property?		X

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):

6(k)

- Upper level jack and jill bathroom shower overflowed down to garage.

-Upstairs master toilet leaked above ceiling of enclosed patio. No damage & toilet repaired. Bath later gutted/remodeled.

- Exterior pipe where water enters house had a small leak/dripping. No damage.

8(a)

-Water entered unfinished basement from the bay window area in the master on main closet. Window & rock wall sealed. Window subsequently replaced.

- Older rotten garage window caused water to enter. Window replaced and no issues since.

-Roof leak into upstairs bedroom at top of front stairs. Repaired. Roof subsequently replaced.

-Water entry on the floor just inside the patio door in the master on the main from water overflowing from the gutter. Additional flashing was installed on the roof line to divert heavy flow of down the pitch of the roof during heavy rains.

-Water damage to the window frame and hardwood floor of formal living room from rotten window frame. Window frame repaired. No issues.

-Water damage to some areas of basement walls under the deck due to deck not being flashed. Flashing was installed. Stucco reapplied where needed. During this time, we also had the basement perimeter walls inspected for leaks. Minor intrusions were discovered in some areas where the rock walls meet the stucco. These areas were sealed.

Note: Stucco recoated (under horizontal expansion joint) on pool deck after pool was built. Recently recoated. Also recently recoated one section by upper deck (cosmetic).

D. FIXTURES CHECKLIST

1. **<u>Directions on How to Generally Fill Out Fixtures Checklist</u>. 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
- ☒ Steam Oven
- ☐ _____
- ☐ _____
- ☐ _____

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.

WINE COOLER WILL BE REMOVED. Refrigerator in kitchen and scullery will remain with the property.

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:
The swim jet pump and the deck jet pump need to be replaced. Neither affects the function of the pool.
The pool/hot tub heater has not be used in years (condition unknown).
One garage door does not work.

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RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

☐ **Additional Signature Page (F267) is attached.**

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

1 Seller's Signature

John D Dixon
Print or Type Name

October 21, 2026
Date

Michelle K Koltunovsky
2 Seller's Signature

Michelle K Koltunovsky
Print or Type Name

October 20, 2026
Date

☐ **Additional Signature Page (F267) is attached.**

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