

**SELLER'S PROPERTY DISCLOSURE STATEMENT**  
**EXHIBIT " \_\_\_\_\_ "**



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: 722 Brookshade Parkway Milton, Georgia, 30004). 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? <u>1998</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		X
(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? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.</b>	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? <b>IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.</b>		X

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)?		
(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:**

No response has been provided to Section 4(e) because violations of codes or regulations may exist related to the backyard deck and outside stairs connected to the deck. Further response is provided in the Additional Explanations section.

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: <u>May 7, 2025 and December 12, 2025</u>		
(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?		X
(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): <u>3</u> years		
(b) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(c) If the drinking water is from a well, give the date of last service: _____		
(d) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing: _____		
(e) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(f) If the Property is served by a septic system, how many bedrooms was the septic system approved for by 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) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		X
(j) Is there presently any polybutylene plumbing, other than the primary service line?		X
(k) Has there ever been any damage from a frozen water line, spigot, or fixture?		X

**EXPLANATION:**

<b>7. ROOFS, GUTTERS, and DOWNSPOUTS:</b>	<b>YES</b>	<b>NO</b>
(a) Approximate age of roof on main dwelling: <u>4</u> 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
<b>EXPLANATION:</b>		

<b>8. FLOODING AND WATER INTRUSION:</b>	<b>YES</b>	<b>NO</b>
(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
<b>EXPLANATION:</b>		

<b>9. SOIL AND BOUNDARIES:</b>	<b>YES</b>	<b>NO</b>
(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
<b>EXPLANATION:</b>		

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? \$ _____ What is the annual cost? _____		
If yes, company name/contact: _____		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		
<b>EXPLANATION:</b>		

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	
<b>EXPLANATION: See Additional Explanations</b>		

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? <u>0</u>		
<b>EXPLANATION:</b>		

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

14. <b>AGRICULTURAL DISCLOSURE:</b>	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
<p>It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.</p>		

**ADDITIONAL EXPLANATIONS** (If needed):

~~Section 11(c) - While there were no adverse tests results (we did do mold testing during inspection), a small amount of mold was visually observed on the closet baseboard in the upstairs boy's secondary bedroom, related to an old leak from the kids' bathroom shower immediately behind the closet. The closet was fully remediated and the entire shower - wall, tile, tub - was remediated and renovated. Radon was tested and noted as slightly elevated in the basement. A radon mitigation system was added and it immediately resolved the issue.~~

~~Section 4(e) - The following were identified by an inspection company at the time of the home purchase in 2025:~~

- ~~1. The deck was attached to or through brick veneer as the sole support. Brick veneer can not support any vertical load other than the dead load of the veneer overhead. Even if bolts are through the veneer into the band joist of the home, the lateral pressure from these lags/bolts could allow lateral compression of the veneer due to the air cavity between the veneer and band joist. Proper support of the ledger board and deck is recommended as deemed necessary by a contractor or other qualified person for safety.~~
- ~~2. While it may have met code at the time of construction, the number of bolts attaching the deck/porch ledger to the house is considered inadequate and potentially unsafe by today's standards. Recommend that additional 1/2" through bolts be installed to further secure the deck to the house.~~
- ~~3. There is no railing on one side of the deck/porch stairs. Recommend upgrading stairway railings for the safety of the occupants.~~
- ~~4. Openings larger than 4" were noted in between the stair treads on the deck stairs - while this may have been permitted when the stairs were built, this is now considered a fall hazard for small children. Recommend that the space between the treads be covered.~~

**D. FIXTURES CHECKLIST**

**1. Directions on How to Generally Fill Out Fixtures Checklist.** REGARDLESS OF WHETHER AN ITEM IS A FIXTURE OR NOT, SELLER SHALL HAVE THE RIGHT TO REMOVE ALL ITEMS ON THE FIXTURES CHECKLIST BELOW THAT ARE LEFT BLANK. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller shall remove all Refrigerators on the Property, unless otherwise noted. Similarly, if "Refrigerator" is checked or marked in the Fixtures Checklist, then all refrigerators shall remain with the Property unless otherwise noted. This Fixtures Checklist is intended to supersede the common law of fixtures with regard to the items identified below. The common law of fixtures shall apply to all items not identified on this Fixtures Checklist.

**2. Items Not Remaining with the Property.** Items identified as not remaining with the Property that are physically attached to the Property shall be carefully removed from the Property in a manner designed to do minimal damage, but such items do not need to be replaced with a similar item. Seller shall make reasonable efforts to repair areas damaged by the removal of an item. Reasonable efforts to repair damage shall not extend to painting newly exposed areas that do not match the surrounding paint color. (Seller is encouraged, but shall not be required, to remove fixtures not remaining with the Property prior to marketing the Property for sale). Seller shall remove all items left blank below prior to Closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed but shall be liable to Buyer for the reasonable cost of disposing such items provided that Buyer disposes of them within 30 days after Closing or the transfer of possession, which is later.

**3. Items Remaining with Property.** Items identified as remaining with the Property shall mean those specific items, including any solely necessary or required controller, as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. Once the Seller's Property is under contract, the items that may be removed and taken by the Seller, as reflected in this Seller's Property Disclosure Statement, may only be amended with the written consent of the Buyer of the Property.

**Appliances**

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Range
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

**Home Media**

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring
- Switch Plate Covers

- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

**Interior Fixtures**

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
  - Wall Mirrors
  - Vanity (hanging)
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

**Landscaping / Yard**

- Arbor
- Awning
- Basketball Post and Goal

- Birdhouses
- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

**Recreation**

- Aboveground Pool
- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool Equipment
- Pool Chemicals
- Sauna

**Safety**

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

- Fire Sprinkler System
- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

**Systems**

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Car Charging Station
- Dehumidifier
- Generator
- Humidifier
- Propane Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

**Other**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Clarification Regarding Multiple Items.** Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

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

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

**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

Signed by:

*Samuel J O'Brien*

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

Samuel J O'Brien

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

\_\_\_\_\_  
4/29/2026 | 10:10 AM CDT

\_\_\_\_\_  
Date

Signed by:

*Christina O'Brien*

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

Christina O'Brien

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

\_\_\_\_\_  
4/29/2026 | 3:40 PM CDT

\_\_\_\_\_  
Date

Additional Signature Page (F267) is attached.