

NEW CONSTRUCTION SELLER DISCLOSURES

EXHIBIT “ _____ ”



2024 Printing

This Exhibit shall be part of that New Construction Purchase and Sale Agreement between _____ (“Buyer”) and White Oak Builders LLC (“Seller”) with an Offer Date of _____ for property located at the following address: Terrace Hill Rd, Wrens, GA 30833

Seller does hereby make the following disclosures selected below.

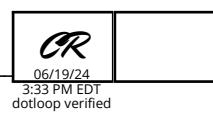
General Disclosures.

[Select all which apply. Any box not selected shall not be a part of this Agreement.]

- 1. The cost of change orders or upgrades may not necessarily result in an increase or a commensurate increase in the value of the Property.
- 2. The natural light available to and the view from the Property may change over time due to additional development and the growth, addition or removal of landscaping.
- 3. Any measurements of room dimensions shown on floor plans are approximations only and may vary from the actual conditions in the Property.
- 4. Sounds of rushing water may be heard in plumbing and waste water lines.
- 5. Items in model homes may not reflect the finishes of the improvements on the Property. Reference should be made to the Plans and Specifications to determine what will be included in the Property.
- 6. No representations are made regarding the public schools that currently or may in the future serve the Property, the zoning of any nearby properties or plans to develop or not develop other nearby properties.
- 7. There may be variations in grain pattern and color in any wood cabinetry and other wood products.
- 8. Veins and colors of any marble, slate or other stones used in the Property may vary from piece to piece.
- 9. Since trees and landscaping existing on the Property prior to the commencement of construction thereon may be adversely affected or even killed by construction activities, Seller shall have no responsibility for the same.
- 10. When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture. If Buyer discovers accumulation of water or moisture in, around or under the residential dwelling on the Property, Buyer should immediately seek to control the source of the water moisture. If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface. There are also EPA approved products available in most hardware stores to remove mold. Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort. Mold that is not properly and adequately removed may reappear.
- 11. Seller reserves the right to change the street name and numerical address of the Property.
- 12. Any hardwood flooring can be damaged or scratched as a result of normal wear and tear including moving chairs and other furniture, walking in high heels and allowing dogs with toenails to walk or run on the hardwood flooring.
- 13. The directions for all cleaning products should be carefully reviewed to determine if the product is safe on the type of wood, tile, metal, stone or other surface being cleaned.
- 14. Seller makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drains.
- 15. Carpets, paint and wood can fade and / or discolor over time depending on the exposure of these things to sunlight.
- 16. Seller makes no representations or warranties regarding the size, type or price of future homes built either in the subdivision or on property which may be included in the subdivision in the future.
- 17. All work and materials to be performed or supplied under this Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, material men and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property nor move household goods into the Property prior to closing.

Buyer's Initials:

Seller's Initials:



SELLER'S PROPERTY DISCLOSURE STATEMENT (NEW CONSTRUCTION) EXHIBIT " _____ "



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This Seller's Property Disclosure Statement ("Statement") is an exhibit to the New Construction Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at: _____ Terrace Hill Rd, _____ Wrens Georgia 30833. 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 DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers in the New Construction Purchase and Sale Agreement (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) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to Closing and provide a copy of the same 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 the Property or has not 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 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 accuracy of such answers, nor a substitute for Buyer doing its own due diligence.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) Date of initial building permit: _____		
Date of Certificate of Occupancy: _____		
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

3. 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has there been any cracking, settlement or visible movement of retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has any work been done where a required building permit was not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Is Seller aware of violations of building codes or zoning regulations or received notice of the same?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXPLANATION:

4. SYSTEMS and COMPONENTS:	YES	NO
(a) What is/are the heating system(s) serving the Property? <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/>		
(b) What is/are the air conditioning systems(s) (A/C) serving the Property? <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/>		
(c) What is/are the water heater(s) serving the Property? <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar		
(d) Are any fireplaces not vented?	<input type="checkbox"/>	<input type="checkbox"/>

EXPLANATION:

5. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(b) If the drinking water is from a well, give the date of last service:		
(c) 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:		
(d) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(e) Is, or will, the main dwelling served by a sewage pump?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Is there presently any polybutylene plumbing, other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXPLANATION:

6. SOIL, TREES, SHRUBS AND BOUNDARIES:	YES	NO
(a) Is there or will there be any construction or other debris buried on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are there any springs, mine shafts, graves, trash dumps or wells (in use or abandoned) on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are there any diseased or dead trees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are there any encroachments, boundary line disputes, leases or unrecorded easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Is any part of the Property or any improvements thereon presently located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are there any present drainage or flooding problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Has there ever been any water leakage, accumulation, or dampness within the improvements on Property after its completion?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXPLANATION:

7. TERMITE TREATMENT:		YES	NO
(a)	Is there or will there be a system (meeting the standards of the Georgia Department of Agriculture) to control termites and other wood destroying organisms serving the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, check type: <input type="checkbox"/> Soil Treatment <input checked="" type="checkbox"/> Baiting System <input type="checkbox"/> Other:			
(b)	Is there, or will there be, a transferable termite bond on the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, check type of coverage: <input checked="" type="checkbox"/> re-treatment and repair or <input type="checkbox"/> re-treatment only			
EXPLANATION:			

8. TOXIC SUBSTANCES:		YES	NO
(a)	Are there any underground tanks, toxic or hazardous substances on Property (structure or soil) such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold benzene or other substances or environmental contaminants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Has Property been tested for radon, mold or any other toxic substances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:			

9. OTHER MATTERS:		YES	NO
(a)	Do you know of any outstanding notices of violations of local, state, or federal laws, codes or regulations with respect to Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Is Property currently or has it been the subject of litigation including, but not limited to defective building products, construction defects, termites, and/or title problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Have you signed any release that would limit a future owner from making any claims in connection with Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:			

10. 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Is the Property receiving preferential tax treatment as an agricultural property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<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 pages are attached.

SELLER'S REPRESENTATION REGARDING SELLER'S NEW CONSTRUCTION PROPERTY DISCLOSURE STATEMENT:

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

Seller: dotloop verified
06/19/24 3:33 PM EDT
HOH1-3JOI-CQF1-TLV

Date: _____

Seller:

Date: _____

Additional Signature Page (F267) is attached.

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

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

Buyer:

Date: _____

Buyer:

Date: _____

Additional Signature Page (F267) is attached.