

## SELLER DISCLOSURE ADDENDUM

This Addendum is made part of and incorporated into the Purchase and Sale Agreement (the "Agreement") between Seller and Buyer for the real property commonly known as:

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

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

Legal Description (attach if needed): \_\_\_\_\_

Tax Parcel ID(s): 065 037

Purpose. This Addendum is intended to disclose the existence of, and material facts regarding: (i) a shared private drive, (ii) a shared pond (the "Pond"), and (iii) any related assessments, fees, or cost-sharing obligations affecting the Property. This Addendum is a disclosure only; it does not create an owners association or alter title rights. Buyer should independently verify all information and consult appropriate professionals.

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### A. PRIVATE DRIVE DISCLOSURE

1. Type of Access: The Property is accessed by a private drive/private road (the "Private Drive").

Grave  Asphalt  Concrete Other: \_\_\_\_\_

2. Ownership:

Owned in common by the following parcels/owners:

Owned by Seller (with easement rights in favor of others)

Owned by third party (name): \_\_\_\_\_

3. Recorded Rights:

Recorded access/ingress-egress easement; Book/Page or Instr. No.: \_\_\_\_\_

Unrecorded/use by agreement or prescription (explain): \_\_\_\_\_

Separate, recorded Road Maintenance Agreement; Book/Page or Instr. No.: \_\_\_\_\_

No written agreement known to Seller.

4. Maintenance & Cost Sharing:

o Parties typically responsible (check all that apply):

All benefiting owners equally  Pro-rata by frontage  Pro-rata by usage/trips  
 Per written agreement (attach) Other: \_\_\_\_\_

o Services historically performed (check all that apply):

Grading Patching/repaving Drainage/culvert upkeep  vegetation control  
Snow/ice (if applicable) Signage/lighting Gate maintenance Other: road hedge

5. Public Services: The Private Drive is not maintained by any governmental entity to Seller's knowledge.

- o Trash/recycling collection: Public curbside Private/contracted  Other: \_\_\_\_\_
  - o Mail delivery  Individual mailbox Cluster box Post office pickup Other: \_\_\_\_\_
  - o Emergency services access issues known to Seller  None Yes (explain): \_\_\_\_\_
6. Known Conditions/Defects  None known Yes (describe any recurring drainage, erosion, potholes, encroachments, gate malfunctions, or disputes):  
\_\_\_\_\_

B. SHARED POND DISCLOSURE

1. Nature & Location:

- o The Property has rights related to a shared pond (the "Pond").
- o Approx. size (if known): \_\_\_\_\_ acres.
- o Location relative to Property (check): Entirely on Property  Partially on Property Off-site with access rights.

2. Ownership of Pond/Land Under Pond:

- Owned jointly by neighboring owners (list, if known):  
Aurall Group, Joyce Gross, Dana McWhirter, Mike Lowell, Dennis Hobbs, Russ Phelon
- Owned by Seller
- Owned by third party (name):  
\_\_\_\_\_

3. Use & Access Rights: (attach documentation if any)

- Recorded easement; Book/Page or Instr. No.:  
595/102-113 7-17-87
- Unrecorded permission/custom (explain):  
\_\_\_\_\_
- Permitted uses historically  Fishing Swimming Non-motorized boating  
Motorized boating (hp limits?): \_\_\_\_\_ Irrigation/withdrawal Other: \_\_\_\_\_

4. Dam/Spillway/Regulatory Status (if applicable):

- No dam known  Dam/spillway present
- Subject to state/local dam safety or similar regulation (if known – e.g., Georgia Safe Dams):
- Classification/ID (if known): \_\_\_\_\_; last inspection (if known):  
\_\_\_\_\_

5. Maintenance & Cost Sharing:

- o Typical tasks  Dam/spillway upkeep  Shoreline/erosion control  Debris removal
- Dredging/sediment mgmt.  Vegetation/algae treatment Fish stocking
- Water-level control Insurance (if any)  Other:  
nuisance animal control  
\_\_\_\_\_

- o Cost allocation  Equal shares Pro-rata by frontage/acreage Per written plan (attach)  
Other: \_\_\_\_\_

6. Restrictions/Rules (formal or informal):  
 Quiet hours No wake/horsepower limits Catch-and-release Guest limits  
 No commercial use No pesticides/fertilizers within buffer Other: \_\_\_\_\_

7. Known Conditions/Issues: None known Yes (check and describe):  
 Past leaks/seepage Shoreline erosion  Invasive species/algae blooms  
 Prior fish kill History of flooding Dam/spillway repairs  Nuisances (noise, mosquitos, odors)  
 Debris  
 beavers

C. ASSESSMENTS, FEES, AND FINANCIAL MATTERS

1. Type of Arrangement (select all that apply):  
 Informal neighbor agreement/handshake  
 Written but unrecorded agreement (attach)  
 Recorded agreement/covenant (attach; give Book/Page or Instr. No.):  
 595/102-113 7-17-87  
 Ad-hoc collections for specific projects  
 Appointed treasurer/manager (name/contact):  
 Stephen Brown, Mike Lowe, Dana McWhirter

2. Frequency & Method:
- o Typical frequency  Annual Semi-annual Quarterly As-needed
  - o Calculation method: Flat per parcel Pro-rata by frontage/acreage Usage-based  
Other: \_\_\_\_\_

3. Recent Costs (last 3 years, if known):

Year	Private Drive	Pond	Other	Total	Paid By Seller (Y/N)	Notes
2025	\$ _____	\$ 110.00	\$ _____	\$ _____	<input checked="" type="checkbox"/> N	_____
_____	\$ _____	\$ _____	\$ _____	\$ _____	Yes No	_____
_____	\$ _____	\$ _____	\$ _____	\$ _____	Y N	_____

4. Current/Outstanding Amounts:

- o Amount currently due (if any): \$0; due date: \_\_\_\_\_.
- o Delinquencies/liens/claims to Seller's knowledge:  None Yes (explain):  
\_\_\_\_\_

5. Reserves/Future Projects:

- o Reserve fund held by group (if any): \$0; location/manager:  
\_\_\_\_\_.
- o Planned or discussed future projects and estimated costs/timing (dredging, repaving, dam repairs, etc.):  
0  
\_\_\_\_\_

6. Banking & Records (if any):

- o Account name/bank (if known):  
\_\_\_\_\_.
- o Where records/invoices are kept (if known):  
\_\_\_\_\_

D. GOVERNANCE / DECISION-MAKING (IF ANY)

1. Voting/Approval Custom: Majority of owners Super-majority (\_\_\_\_%) Unanimous  
Per written agreement (attach  No consistent custom known.
2. Meetings/Communication: Annual meeting As needed Email/text thread Other:  
none known
3. Dispute Resolution Custom: Informal discussion Mediation Arbitration Per written  
agreement (attach  None known.

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E. DOCUMENTS PROVIDED (CHECK AND ATTACH COPIES)

- Plat(s) and surveys identifying Private Drive/Pond and any easements
  - Recorded easements/covenants/road or pond agreements (w/ Book/Page or Instr. Nos.)
  - Unrecorded agreements, emails, or meeting notes reflecting cost-sharing/customs
  - Invoices/receipts for road/pond maintenance (last 3 years)
  - Any inspections, engineering reports, or regulatory correspondence (e.g., dam safety)
  - Insurance policies (if any) related to pond/dam or private road
  - Photos/diagrams showing locations and features
  - Other:
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F. SELLER REPRESENTATIONS & LIMITATIONS

1. Knowledge Standard. The disclosures above are made to the best of Seller's actual knowledge as of the date signed below. Seller is not obligated to investigate matters outside Seller's knowledge except as may be otherwise required by law or the Agreement.
2. No Warranty. This Addendum is a disclosure only and is not a warranty of condition, title, or suitability for any particular use. Conditions may change over time.
3. No Association Created. Nothing herein creates or implies a homeowners association, property owners association, or new obligations not already existing by law, agreement, or easement.
4. Buyer Due Diligence. Buyer is encouraged to: (a) obtain and review title work and recorded documents; (b) inspect the Private Drive, Pond, and related systems; (c) review invoices, budgets, and correspondence provided by Seller; and (d) consult legal, engineering, and environmental professionals as appropriate.
5. Survival. These disclosures survive Closing and do not merge into the deed.

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#### G. BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of this Addendum and the attachments checked above, and understands that the Property's access and use of the Pond and Private Drive may involve ongoing obligations and costs.

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#### SIGNATURES

Seller:   
Print Name: Laurie J Hadwyn-Janes  
Date: 08/30/25

Seller: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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#### OPTIONAL EXHIBITS (Attach as Needed)

Exhibit A: Sketch/plat highlighting the Private Drive, easements, and Pond location.

Exhibit B: Cost history and invoices (3 years) and summary of any reserves.

Exhibit C: Copies of any written agreements (road/pond), recorded or unrecorded.

Exhibit D: Inspection/engineering/dam-safety reports and correspondence.