

NEW CONSTRUCTION SELLER DISCLOSURES EXHIBIT " _____ "



2024 Printing

This Exhibit shall be part of that New Construction Purchase and Sale Agreement between _____
("Buyer") and **HTB Development** _____ ("Seller") with an Offer Date of _____
for property located at the following address: _____

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: _____

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ Andy Higgins _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F313, New Construction Seller Disclosures Exhibit, 01/01/24