



SELLER'S DISCLOSURE OF LATENT DEFECTS AND FIXTURES CHECKLIST EXHIBIT " _____ "



2026 Printing

This Seller's Disclosure of Latent Defect ("Disclosure") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property known as or located at: 1425 Troupe Street, Augusta, Georgia, 30904.

Georgia law requires a seller to disclose latent defects in the seller's property to the buyer of the property of which the seller is aware, and which could not be discovered by the buyer upon a reasonably careful inspection of the property. A latent defect in a property is a defect that is hidden. For example, a defective septic system or termite damage that has been covered over have been found by our courts to be latent defects. If a defect is obvious, it does not need to be disclosed. If a defect has been corrected, it is no longer a defect. Because parties can disagree over whether a defect is obvious or whether a repair was properly made, erring on the side of disclosure is recommended. Caveat emptor or "buyer beware" is the law in Georgia and this Disclosure may not be modified by the Buyer.

1. SELLER OCCUPANCY:

- Seller occupies (or was the most recent occupant) of Property;
 Seller was not the most recent occupant of Property;
 Seller has never occupied Property.

2. SELLER HEREBY DISCLOSES THE KNOWN LATENT DEFECTS:

- No known latent defects.
 Known latent defects.

Additional Pages are attached.

3. AGRICULTURAL DISCLOSURE: Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? Yes No

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.

4. FIXTURES CHECKLIST

A. 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.

B. Items Not Remaining with the Property. Items identified as not remaining with the Property that are not 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.

C. 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.

