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Iris Inc Realty

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

Georgia REALTORS®

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: 51 Brandon Circle, Winterville, Georgia, 30683. 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.

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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) Mirrors
- ☑ 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
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

D. **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.

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

I am not sure if the installed whole house fan is still in working order

Seller's Signature: Debra L Spivey dotloop verified 07/22/26 10:02 AM EDT N3WO-MB6S-AU10-WHKQ Date: _____
Print or Type Name: Debra L. Spivey

Seller's Signature: _____ Date: _____
Print or Type Name: _____

☐ **Additional Signature Page (F267) is attached.**

RECEIPT AND ACKNOWLEDGEMENT BY BUYER: Buyer acknowledges the receipt of this Seller's Disclosure of Latent Defect and Fixtures Checklist.

Buyer's Signature: _____ Date: _____
Print or Type Name: _____

Buyer's Signature: _____ Date: _____
Print or Type Name: _____

☐ **Additional Signature Page (F267) is attached.**