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**Chapter 13.5 - HISTORIC PRESERVATION** [43]

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I, the undersigned, Barbara H. Sanders  
 Clerk of the Board of Commissioners, DeKalb  
 County, Georgia, DO HEREBY CERTIFY that the  
 foregoing is a true and correct copy of an ordinance  
 adopted by said Board meeting lawfully assembled  
 on this 26 day of April 1994

And same appears in Minutes of said Board this  
 day of 21 May 2011

Barbara H. Sanders  
 Clerk of Commissioners  
 DeKalb County, Georgia

**Sec. 13.5-1.- Purpose.**

In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of DeKalb County is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people;

In order to stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historical and aesthetic attractions to tourists and thereby promote and stimulate business;

In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and

In order to provide for the designation, protection, preservation and rehabilitation of historic properties and districts and to participate in federal or state programs to do the same;

The board of commissioners of DeKalb County hereby declares it to be the purpose and intent of this chapter to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, landscape features and works of art having special historical, cultural or aesthetic interest or value, in accordance with the provisions of this chapter.

(Ord. No. 94-09, § 1. 4-26-94)

**Sec. 13.5-2.- Definitions.**

[For the purposes of this chapter, certain terms shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise.]

*Application for designation* means a formal request in writing in a form specified by the historic preservation commission that the commission consider a property or district for possible designation as a historic property or historic district.

*Certificate of appropriateness* means a document evidencing approval by the historic preservation commission of an application to make material change in the appearance of a designated historic property or of a property located within a designated historic district.

*Designation* means a decision by the governing authority of DeKalb County to designate a property or district as a "historic property" or as a "historic district" and thereafter prohibit all material change in appearance of such property or within such district prior to the issuance of a certificate of appropriateness by the historic preservation commission of DeKalb County.

*Exterior architectural features* means the architectural style, general design and general arrangement of the exterior of a building or other structure, including, but not limited to, the kind of texture of the building material and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

*Exterior environmental features* means all those aspects of the landscape or the development of a site which affect the historical character of the property.

*Governing authority* means the chief executive officer and board of commissioners of DeKalb County.

*Historic district* means a geographically definable area designated by the governing authority as a historic district pursuant to the criteria established in this chapter.

*Historic property* means an individual building, structure, site, object or work of art including the adjacent area necessary for the proper appreciation thereof designated by the governing authority as a historic property pursuant to the criteria established in this chapter.

*Material change in appearance* means a change that will affect either the exterior architectural or environmental features of a historic property or any building, structure, site, object, landscape feature or work of art within a historic district, such as:

- (1) A reconstruction or alteration of the size, shape or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;
- (2) Demolition or relocation of a historic structure;
- (3) Commencement of excavation for construction purposes;
- (4) A change in the location of advertising visible from the public right-of-way; or
- (5) The erection, alteration, restoration or removal of any building or other structure within a historic property or district, including walls, fences, steps and pavements, or other appurtenant features.

*Ordinance of designation* means an ordinance formally proposed by the historic preservation commission for consideration by the governing authority after the commission has studied a proposed historic property or historic district and determined that they appear to meet the criteria for designation established in this chapter.

*Person* includes any natural person or corporation.

*Preservation commission* means the DeKalb County Historic Preservation Commission and hereby created.

(Ord. No. 94-09, § 2, 4-26-94)

### **Sec. 13.5-3.- Historic preservation commission—Creation and appointment.**

There is created a commission whose title shall be "DeKalb County Historic Preservation Commission" (hereinafter "preservation commission"). The preservation commission shall consist of seven (7) members, each of whom shall serve a maximum of two (2) consecutive three-year terms. All members shall be residents of DeKalb County for at least one (1) year prior to taking office and shall be persons who have demonstrated special interest, experience, or education in the preservation of historic resources, history, or architecture. At least a majority of members shall be licensed architects, landscape architects, or interior designers or professionals in the fields of history, architectural history, planning or archaeology.

When appointing preservation commission members, the governing authority shall take such action as may reasonably be required to inform county residents that an opening exists on the preservation commission, including the publication of a notice in the principal newspaper of general circulation in DeKalb County. The governing authority shall accept applications from interested individuals. Acting as a committee of the whole chaired by the chief executive officer, the board of commissioners shall review the applications, interview applicants, and recommend a short list of potential candidates to the chief executive officer. The chief executive officer shall nominate individuals for confirmation by the board of commissioners, as provided by law, within thirty (30) days of receiving recommendations from the board of commissioners. Should a member of the preservation commission be unable to complete a term of office, the governing authority shall fill the vacancy for the remainder of the unexpired term in the same manner as making initial appointments. An individual appointed to serve the remainder of an unexpired term shall be eligible to be reappointed for an additional consecutive three-year term.

In order to achieve staggered terms, initial appointments shall be determined by lottery as follows: two (2) members for one (1) year; two (2) members for one (1) year; two (2) members for two (2) years; and three (3) members for three (3) years.

Members shall serve until their successors are appointed and qualified. Members of the preservation commission shall serve without compensation but may be reimbursed for reasonable expenses.

(Ord. No. 94-09, § 3, 4-26-94)

**Sec. 13.5-4.- Same—Powers and duties.**

The preservation commission shall:

- (1) Prepare and maintain an inventory of all properties within its jurisdiction which have previously been placed on the National Register of Historic Places or the Georgia Register of Historic Places or which otherwise have the potential for designation as historic property;
- (2) Recommend to the governing authority specific places, districts, sites, buildings, structures, objects or works of art to be designated by ordinance as historic properties or historic districts;
- (3) Review applications for certificates of appropriateness, and grant or deny same in accordance with the provisions of this chapter and O.C.G.A. Section 44-10-28;
- (4) Recommend to the governing authority that the designation of any place, district, site, building, structure, object or work of art as a historic property or as a historic district be amended, revoked or removed;
- (5) Restore or preserve any historic properties acquired by the county, with the approval of the governing authority;
- (6) Recommend to the governing authority the acquisition by the county of facade easements and conservation easements in accordance with the provisions of state and federal law;
- (7) Conduct educational programs on historic properties located within DeKalb County and on general historic preservation topics;
- (8) Make such investigations and studies of matters relating to historic preservation, including consultation with historic preservation experts or other persons, as the governing authority or the preservation commission may itself, from time to time, deem necessary or appropriate for the purpose of preserving historic resources;
- (9) Seek out local, state, federal, and private funds for historic preservation, and make recommendations to the governing authority concerning the most appropriate uses of any funds acquired;
- (10) Submit to the Office of Historic Preservation of the Georgia Department of Natural Resources a list of designated historic properties and historic districts;
- (11) Participate in private, state and federal historic preservation programs and, with the consent of the governing authority, enter into agreements to do the same;
- (12) Review and make comments to the state office of historic preservation concerning the nomination of properties within its jurisdiction to the National Register of Historic Places or the Georgia Register of Historic Places.

(Ord. No. 94-09, § 4, 4-26-94)

**Sec. 13.5-5.- Assistance by county.**

The governing authority shall provide technical and clerical assistance as the preservation commission may require and shall maintain permanent and complete records of the activities of the preservation commission.

(Ord. No. 94-09, § 5, 4-26-94)

**Sec. 13.5-6.- Bylaws.**

The preservation commission shall adopt rules and procedures, such as bylaws and design guidelines, for the transaction of its business and for consideration of applications for designations and certificates of appropriateness. The preservation commission shall have the prerogative to adopt reasonable rules and standards without amendment to this chapter or the vote of the governing authority. The preservation commission shall provide for the time and place of regular meetings and a method for the calling of special meetings. The preservation commission will meet at least monthly unless the chair determines that insufficient business warrants holding a meeting, in which case the preservation commission shall meet the following month. A quorum shall consist of a majority of the members.

The preservation commission shall elect a chair and such other officers as it deems appropriate from among its members. Officers shall serve one-year terms and shall be eligible for reelection. The preservation commission shall elect its initial officers at the first meeting following their appointment and thereafter in January of each year.

(Ord. No. 94-09, § 6, 4-26-94)

**Sec. 13.5-7.- Designations.**

Designation of places, districts, sites buildings, structures, objects, or works of art or historic properties or districts shall be by ordinance adopted by the governing authority, which shall be subject to the following requirements:

- (1) **Studies.** The governing authority, a historical society, neighborhood organization, property owner(s) or resident(s), may request that the preservation commission initiate studies of individual properties or districts to determine whether they meet the criteria specified in this section of designation as historic properties or historic districts. The preservation commission may also initiate such a study on its own initiative based on a review of the county's historic resources. Upon determining that such recommended properties or districts meet the criteria for designation, the preservation commission may submit an ordinance for designation to the governing authority in accordance with the provisions of this section.
- (2) **Reports.** The preservation commission shall prepare a report prior to submitting an ordinance for designation to the governing authority. The report shall contain, as a minimum:
  - a. A physical description of the property(ies) and/or district(s) proposed for designation;
  - b. A statement of the historical, cultural, architectural and/or aesthetic significance of the same;
  - c. A map showing district boundaries and classification (e.g. historic, non-historic, intrusive and other significant categories) of individual properties therein, or showing boundaries of individual historic properties;
  - d. A statement justifying district or individual property boundaries; and
  - e. Representative photographs.

These reports shall be used to educate the community and to provide a permanent record of the designation.
- (3) **Criteria.** The preservation commission shall consider, but not be limited to, the following criteria when considering recommendations to the governing authority for designation of historic properties or districts.
  - a. Historic properties whether they:
    1. Are an outstanding example of a structure representative of its era;
    2. Are one (1) of the few remaining examples of past architectural style;
    3. Are a place or structure associated with an event or persons of historic or cultural significance to DeKalb County, the State of Georgia, or the nation;
    4. Are a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the county, state or nation; or
    5. Are currently on or have been declared eligible by the appropriate authorities for listing on the National Register of Historic Places or Georgia Register of Historic Places.
  - b. Historic districts whether they:
    1. Have special character or special historic or aesthetic value or interest;
    2. Represent one (1) or more periods, styles or types of architecture typical of one (1) or more eras in the history of the county, state or nation;
    3. Cause such area, by reason of such factors, to constitute a visibly perceptible section of the county; or
    4. Are currently on or have been declared eligible by the appropriate authorities for listing on the National Register of Historic Places or Georgia Register of Historic Places.
- (4) **Notice to state.** At least thirty (30) days prior to making a recommendation on any ordinance designating a property or district as historic and at least fifteen (15) days prior to the public hearing for such designation, the preservation commission must submit a report to the office of historic preservation of the Georgia Department of Natural Resources or its successor for review and comment, as required by O.C.G.A. Section 44-10-26(b).
- (5) **Ordinance.** Any ordinance designating any property as historic property or any district as a historic district shall:
  - a. Require that the designated property or district be shown on the official zoning map of the county and be kept by the county as a public record to provide notice of such designation in addition to other notice requirements specified by this section;
  - b. Describe each property to be designated, set forth the name or names of the owner or owners of the property and require that a certificate of appropriateness be obtained from the preservation commission prior to any material change in appearance of the designated property; and
  - c. Include a description of the boundaries of such district, list each property located therein, set forth the name or names of the owner or owners of each such property and require that a certificate of appropriateness be obtained from the preservation commission prior to any material change in appearance of any structure, site or work of art located within the designated historic district.
- (6) **Notice and hearing.** The preservation commission and the governing authority shall hold a public hearing on any proposed ordinance for the designation of any historic district or property. Notice of

the hearing shall be published in at least three (3) issues of the principal newspaper of general circulation within DeKalb County and written notice of the hearing shall be mailed to all owners and occupants of such properties. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing. A notice mailed to the last known owner of the property shown on the DeKalb tax records and a notice mailed to the address of the property on which residences or businesses are located to the attention of the occupant shall constitute legal notification to the owner and occupant under this chapter.

This published notice shall state the time, date, place and purpose of the hearing. This published notice shall also include the location or boundaries of the property or properties, the existing zoning classification and historic designation, if any, and a statement that the property could be proposed for historic designation during the proposal process.

The preservation commission shall give notification of the proposal by mail to all abutting property owners as shown by DeKalb County tax records. Such notification shall be mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing and shall include a description of the application and the date, time and place of the public hearing.

The commission shall cause to be erected a sign or signs giving notification of the date, time and place of a public hearing to consider the proposed historic designation. In the case of a historic property, one (1) sign shall be placed on the property visible from a public street. In the case of a historic district, signs shall be placed at each point where the district boundary intersects a public street.

- (7) *Recommendation to governing authority.* A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the preservation commission within fifteen (15) days following the public hearing and shall be in the form of a resolution to the governing authority. Following receipt of the preservation commission's recommendation, the governing authority may adopt the ordinance as proposed, may adopt the ordinance with any amendments it deems necessary, or reject the ordinance.
- (8) *Final notice.* Within thirty (30) days following a designation by the governing authority, the owners and occupants of each designated historic property, and each structure, site or work of art located within a designated historic district, shall be given written notification of such designation by the governing authority. The notice shall apprise owners and occupants of the necessity of obtaining a certificate of appropriateness prior to undertaking any material change in appearance of the historic property designated or within the historic district designated.
- (9) *Moratorium.* If an ordinance for designation is being considered, the preservation commission shall notify the development division of the DeKalb County public works department and no permit of any kind shall be issued for work which would constitute a material change in the appearance of a structure, site, landscape or piece of art within the designated area until the proposed ordinance is enacted or rejected by the governing authority no more than sixty (60) days after the development division denies a building permit based on the moratorium.

(Ord. No. 94-09, § 7, 4-26-94)

### **Sec. 13.5-8.- Certification of appropriateness.**

After the designation by ordinance of a historic property or of a historic district, no material change in the appearance of such historic property, or of any building, structure, site or work of art within such historic district shall be made or be permitted to be made by the owner or authorized agent unless or until an application for a certificate of appropriateness has been submitted and approved by the preservation commission.

- (1) *Application for certificate of appropriateness.* Owners of historic property or of property in a historic district, or their duly authorized agents, must make application for a certificate of appropriateness on forms and according to procedures promulgated by the preservation commission for such purpose. The Georgia Department of Transportation and contractors performing work funded by the Georgia Department of Transportation are exempt from provisions of this chapter. Local governments are also exempt from obtaining certificates of appropriateness but shall notify the preservation commission at least forty-five (45) days prior to beginning or undertaking any work that would otherwise require a certificate of appropriateness, so as to allow the preservation commission an opportunity to comment. All applications for certificates of appropriateness shall be accompanied by drawings, photographs, plans and documentation as required by the preservation commission. Notarized authorization of the property owner shall be required if the applicant is not the owner of record.
- (2) *Public notice.* Prior to reviewing an application for a certificate of appropriateness, the preservation commission shall take such action as may reasonably be required to inform the owners of any property likely to be affected materially by the application (i.e. any owner of adjoining property or owner of property whose property line is within one thousand five hundred (1,500) feet of the applicant's property according to the DeKalb County tax records) and shall give the applicant and such owners an opportunity to be heard. In cases where the preservation commission deems it necessary, or upon the written request of the applicant or an abutting property owner, the

preservation commission shall hold a public hearing concerning the application. A request for public hearing must be made by the applicant at the time of filing the application or by an abutting property owner within three (3) days of receipt of notice that an application is pending before the commission. Written notice of a public hearing shall be mailed by the preservation commission to all owners and occupants of the proposed property and all abutting property owners as shown by the DeKalb County tax records not less than ten (10) nor more than twenty (20) days prior to the date set for hearing of the application.

- (3) *Review of applications.* When reviewing applications for certificates of appropriateness, the preservation commission shall consider, in addition to any other pertinent factors, historical and architectural value and significance; architectural style; scale; height; setback; landscaping; general design; arrangement; texture and materials of the architectural features involved and the relationship thereof to the exterior architectural style; and pertinent features of other properties in the immediate neighborhood. When considering applications for existing buildings, the Secretary of the Interior's Standards for Historic Preservation Projects, including the Standards for Rehabilitation, shall be used as a guideline.
- (4) *Interior changes.* In its review of applications for certificates of appropriateness, the preservation commission shall not consider interior arrangements or uses having no effect on exterior architectural features. The preservation commission may delegate the responsibility for determining the extent of interior change and its effect on the exterior appearance to the planning director or his designee.
- (5) *Demolition.* A decision may be made by the preservation commission approving or denying a certificate of appropriateness for the demolition of buildings, structures, sites or objects.
- (6) *Ordinary maintenance and repair.* Ordinary maintenance or repair of any exterior architectural feature in or on a historic property, that does not involve a material change in design, material, or outer appearance thereof, is excluded from review.
- (7) *Approval.* The preservation commission shall approve the application and issue a certificate of appropriateness if it finds that the proposed material change(s) in appearance would not have a substantial adverse effect on the aesthetic, historic or architectural significance and value of the historic property or the historic district. The preservation commission may approve the application as proposed, approve it with modifications, or deny the application. The preservation commission shall approve, approve with modifications or deny an application for a certificate of appropriateness within forty-five (45) days after the filing thereof by the applicant unless an extension is requested by the applicant and granted by the preservation commission. Evidence of approval shall be by certificate of appropriateness issued by the preservation commission. Failure of the preservation commission to act within said forty-five (45) days shall constitute approval and a certificate of appropriateness shall be issued.
- (8) *Final action.* The preservation commission's decision, whether to accept or reject an application shall be in writing. The written decision shall be signed by the chair or the vice-chair and must clearly set forth the reasons for the decision, including whether the guidelines have been met and specifically which factors, as set forth in section 13.5-8(3), were considered in reaching the decision. Approval of an application shall also result in the issuance of a certificate of appropriateness. Notice of the issuance or denial of a certificate of appropriateness shall be sent to the applicant and all other persons who have filed a written request for such notice with the preservation commission. All work performed pursuant to a certificate of appropriateness shall conform to the requirements of such certificate and by other applicable laws. In the event work is performed which is not in accordance with such certificate or laws, the county shall issue a cease and desist order and all work shall cease. A certificate of appropriateness shall become void unless construction is commenced within twelve (12) months of the date of the issuance. Certificates of appropriateness shall be issued for a period of eighteen (18) months and are not renewable.
- (9) *Revised applications.* The preservation commission may suggest alternative courses of action if it denies the application submitted. The applicant may make modifications to the plans and may resubmit the application at any time after making such modifications as suggested by the preservation commission.
- (10) *Prohibition on issuance of development permits.* In cases where the application covers a material change in the appearance of a structure, which would require the issuance of a permit of any kind, the denial of the application for a certificate of appropriateness shall be binding upon the county and no permit related to the rejection of the application for a certificate of appropriateness shall be issued by the county.
- (11) *Official record.* The preservation commission shall keep a public record of all applications for certificates of appropriateness and of all the preservation commission's proceedings in connection with applications. Such records shall be maintained by the planning director. In the event of an appeal to the governing authority, the official record of the preservation commission's decision shall consist of the application, any accompanying drawings, renderings or photographs, written comments from planning department staff, written comments of any participant at the hearing before the commission and the preservation commission's written decision. Such records shall be available for review in the planning department within ten (10) days of a final decision by the preservation

- commission on the certificate of appropriateness.
- (12) *Appeal to the governing authority.* Any person adversely affected by any decision made by the preservation commission relative to the issuance or denial of a certificate of appropriateness (i.e. the applicant or any owner of adjoining property or owner of property whose property line is within one thousand five hundred (1,500) feet of the applicant's property according to the DeKalb County tax records) may appeal such decision to the governing authority. The appeal shall be limited to a review of the record of the proceedings before the preservation commission. The standard of review shall be an abuse of discretion. An abuse of discretion exists where the record presented to the governing authority shows that the preservation commission exceeded the limits of its authority or that the preservation commission's decision was not based on factors set forth in the section 13.5-8 (3) or the guidelines adopted by the preservation commission pursuant to section 13.5-6 or that the preservation commission's decision was otherwise arbitrary and capricious. If the governing authority finds no abuse of discretion, then it may affirm the decision of the preservation commission. If the governing authority finds that the preservation commission abused its discretion in reaching a decision, then it may reverse the preservation commission's decision, or it may reverse the preservation commission's decision and remand the application to the preservation commission with direction. All appeals must comply with the procedures set forth below:
- a. Any appeal must be filed in writing with the clerk to the board of commissioners using an appeal form provided by the planning director, within fifteen (15) days after the date of issuance or denial of the certificate of appropriateness. The appellant shall also deliver copies of the appeal to the planning department and the county attorney.
  - b. In the written appeal, the appellant must describe how the preservation commission's decision constitutes an abuse of discretion. Specifically, the appellant must, citing to the preservation commission's written decision, show at least one (1) of the following: that the preservation commission exceeded the limits of its authority, or that the preservation commission's decision was not based on factors set forth in the section 13.5-8(3) or on the guidelines adopted by the preservation commission pursuant to section 13.5-6, or that the preservation commission's decision was otherwise arbitrary and capricious.
  - c. In addition to the appeal form, the appellant may submit a written supplementary explanation in support of the appeal. The supplementary explanation shall be submitted with the appeal. The supplementary explanation may not exceed three (3) pages and must be typewritten and double-spaced using a twelve-point font with a one-inch margin on all four (4) sides. The governing authority will not consider text in excess of the page limit set forth herein.
  - d. Any adversely affected person may also submit a written supplementary explanation that must comply with all of the requirements set forth in section 13.5-8(12)c, in support of, or in opposition to the appeal. All written supplementary explanations authorized by this subsection must be filed within five (5) days after the appeal is filed. Such written supplementary explanations must be filed with the clerk to the board of commissioners with copies to the planning director, and the county attorney.
  - e. The planning department shall submit appeals of the decisions of the historic preservation commission to the governing authority for consideration at any of the board of commissioners' regularly scheduled meetings within forty-five (45) days of the issuance of the decision from the preservation commission.
  - f. The agenda item shall set forth the standard of review to be used by the governing authority in deciding the appeal. The official record of the preservation commission's decision together with the appeal and all properly filed written supplemental explanations in support and in opposition to the appeal, will be attached to the governing authority's agenda item. The governing authority may not consider any written document that is not attached as the official record to the governing authority's agenda item for the appeal. The appellant and any person who has filed a statement in opposition to, or in support of the appeal may attend the meeting and may be called upon by any member of the governing authority to provide information or answer questions. There shall be no other public participation in the appeal.
  - g. The governing authority shall render a decision on the appeal within thirty (30) days of the first appearance of the appeal on the board of commissioners' agenda.
- (13) *Appeals to Superior Court.* An appeal from a decision of the governing authority shall be made by a petition for writ of certiorari to the Superior Court of DeKalb County.
- (14) *Court action.* The governing authority is authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in the appearance of a designated historic property or district, except those changes made in compliance with the provisions of this chapter, or to prevent any illegal act or conduct with respect to such historic property or district.

(Ord. No. 94-09, § 8, 4-26-94; Ord. No. 26-03, Pl. 1, 10-28-03)

### Sec. 13.5-9.- Acquisitions.

The preservation commission may, where such action is authorized by the governing authority, enter into negotiations with the owners of historic properties or of properties within historic districts for the acquisition by gift or purchase of ownership of the property or any interest therein. Final approval and ownership of these properties would be determined by the governing authority.

*(Ord. No. 94-09, § 9, 4-26-94)*

#### **Sec. 13.5-10.- Failure to maintain historic property.**

Property owners of historic properties or properties within historic districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. The preservation commission shall monitor the condition of historic properties and existing buildings, structures, sites and works of art located in historic districts to determine if they are being allowed to deteriorate by neglect.

If the preservation commission determines a failure to provide ordinary maintenance and repair, the preservation commission will notify the owner of the property and set forth the steps which need to be taken to remedy the situation. The owner of such property shall have thirty (30) days to initiate the appropriate repairs.

In the event that efforts to correct the condition are not commenced within thirty (30) days, the owner shall be considered in violation of this chapter and shall be subject to fines not to exceed one thousand dollars (\$1,000.00) for each day of violation. Alternatively, at the direction of the governing authority, the preservation commission may perform such maintenance or repair as is necessary to prevent deterioration by neglect. The owner of the property shall be liable for the cost of such maintenance and repair performed by the preservation commission.

*(Ord. No. 94-09, § 10, 4-26-94)*

#### **Sec. 13.5-11.- Exceptions.**

Where by reason of unusual circumstances, the strict application of any provision of this chapter would result in exceptional practical difficulty or undue hardship upon any owner of any specific property, the preservation commission in passing upon applications shall have power to vary or modify strict adherence to said provisions or to interpret the meaning of said provisions so as to relieve such difficulty or hardship; provided such variance, modifications, or interpretation shall remain in harmony with the general purpose and intent of said provisions so that the architectural or historical integrity or character of the property shall be conserved and substantial justice done. In granting variations, the preservation commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this chapter. An undue hardship shall be a situation beyond the control of the applicant, which is a problem unique to a specific property or in order to comply with this chapter, the person will violate another ordinance of DeKalb County. The burden of demonstrating the existence of the hardship by a preponderance of evidence shall be with the applicant.

*(Ord. No. 94-09, § 11, 4-26-94)*

#### **Sec. 13.5-12.- Application fees.**

Each application for a certificate of appropriateness shall be accompanied by a fee in an amount established by the governing authority, a copy of which will remain on file in the planning department, to partially defray the public expense in processing such application. The fee shall not be required for an application filed by the county.

*(Ord. No. 94-09, § 12, 4-26-94)*

#### **Sec. 13.5-13.- Penalties.**

Any person who does anything prohibited by the chapter as it exists or as it may hereafter be amended, or who fails to do anything required by this chapter as it now exists or as it may hereafter be amended, upon conviction of a violation, shall be subject to punishment as provided by law. Each day this violation exists shall be deemed a separate offense.

*(Ord. No. 94-09, § 13, 4-26-94)*

#### **Sec. 13.5-14.- Severability.**

In the event that any section, subsection, sentence, clause, or phrase of this chapter shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses, or phrases of this chapter, which shall remain in full force and effect, as if the section, subsection,



sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

(Ord. No. 94-09, § 14, 4-26-94)

**Sec. 13.5-15.- Repeal of conflicting ordinances.**

This chapter is the Historic Preservation Ordinance of DeKalb County, and all other conflicting ordinances or resolutions are hereby repealed.

(Ord. No. 94-09, § 15, 4-26-94)

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**FOOTNOTE(S):**

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<sup>43)</sup> Cross reference— Buildings and building regulations, Ch. 7; land development; Ch. 14; streets and sidewalks, Ch. 23; zoning, Ch. 27. (Back)

Campbell & Brannon, LLC  
One Buckhead Plaza  
3060 Peachtree Road, Suite 1735  
Atlanta, GA 30305  
File No.: HB170308

2017056393 DEED BOOK 26169 Pg 478  
Filed and Recorded:  
4/3/2017 2:32:14 PM  
Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia  
Real Estate Transfer Tax \$0.00

STATE OF GEORGIA  
COUNTY OF FULTON

**QUITCLAIM DEED**

THIS INDENTURE made this 20th day of March, 2017, between

**John Rollins and Mandy Rollins**

as party or parties of the first part, hereinafter called Grantor, and

**W. Louis Hengen, Jr. and Jill Keller Hengen  
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

See Exhibit A attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging to the only proper use, benefit and behoof of said Grantee, as Joint Tenants with Rights of Survivorship, forever in Fee Simple.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

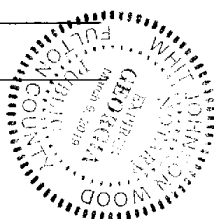
Signed, sealed and delivered  
in the presence of

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
**John Rollins**

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Notary seal)

\_\_\_\_\_  
**Mandy Rollins**



Quitclaim Deed

Atlanta Fine  
HomesSotheby's  
INTERNATIONAL REALTY**COUNTEROFFER TO OR MODIFICATION OF THE  
UNACCEPTED ORIGINAL OFFER**This Counteroffer is made at \_\_\_\_\_ o'clock p m. on the date of  
January 15, 2017.**2017 Printing**

**This is a Counteroffer** to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer set forth in the Purchase and Sale Agreement dated January 14, 2017 including all exhibits attached hereto or incorporated by reference therein ("Original Offer") for property located at: 932 Clifton Road NE, Atlanta, Georgia 30307 ("Property").

- A. Previous Counteroffers Rejected.** Any and all previous Counteroffers made by either party are hereby rejected and shall not be considered a part of any agreement between the parties.
- B. Relationship between Original Offer and This Counteroffer.** The Original Offer is hereby incorporated by reference into this Counteroffer. However, the terms of this Counteroffer shall modify and control over any conflicting or inconsistent provisions contained in the Original Offer.
- C. Effect of Accepting This Counteroffer.** When this Counteroffer is signed by the Buyer and Seller and a copy of the same is delivered to both parties, a legally binding agreement shall be formed. Since the Original Offer (including all exhibits thereto) is incorporated by reference into this Counteroffer, only this Counteroffer needs to be signed to create a legally binding agreement between the parties.
- D. Clean Copy of Agreement.** At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document.
- E. Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: *[The sections not filled in or marked N/A shall not be a part of this Counteroffer and shall remain the same as set forth in the original offer.]*

<b>Purchase Price of Property to be Paid by Buyer:</b> \$ 1,600,000	<b>Seller's Monetary Contribution at Closing:</b> \$
<b>Closing Date:</b>	<b>Possession of the Property Shall be Transferred to Buyer:</b> <input type="checkbox"/> 1. At the Closing <input type="checkbox"/> 2. _____ days after the date of closing at _____ o'clock (attach F140 Temporary Occupancy Agreement)
<b>Holder of Earnest Money ("Holder"):</b>	<b>Closing Law Firm:</b>
<b>Earnest Money:</b> Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash or <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date. <input checked="" type="checkbox"/> 3. <b>\$25,000 paid by check or wire transfer within 3 days from the Binding Agreement Date.</b>	
Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.	

**F. Other Modifications to the Original Offer:**

None

Additional pages  are or  are not attached.

**Time Limit of this Counteroffer:** This Counteroffer, which incorporates and controls over the Original Offer, shall expire at 6:00 o'clock p m. on the date of January 16, 2017 unless prior to that time it is accepted in writing and notice (as that term is defined in the Original Offer) is delivered to the party who made the Counteroffer.

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

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This Counteroffer is made at \_\_\_\_\_ o'clock p m. on the date of January 15, 2017.

**Buyer Acceptance and Contact Information**

Louis Hengen, Jr  
1 **Buyer's Signature** \_\_\_\_\_ 1/15/2017  
W Louis Hengen, JR  
Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Buyer's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_  
2 **Buyer's Signature** \_\_\_\_\_ 1/15/2017  
Jill Keller Hengen  
Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Buyer's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_  
Additional Signature Page  is  is not attached.

**Selling Broker/Affiliated Licensee Contact Information**

ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL  
Selling Broker/Affiliated Licensee Firm  
Chase Mizell 1/15/2017  
Broker/Affiliated Licensee Signature \_\_\_\_\_ Date \_\_\_\_\_

CHASE MIZELL 311600  
Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

( 770 ) 289-2780 ( ) 404-835-9596  
Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

chasemizell@atlantafinehomes.com  
Licensee's E-mail Address \_\_\_\_\_

Atlanta Realtor's Association  
REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_ ( ) 404-835-9600  
Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

ATFH03 H-57502  
MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

**Seller Acceptance and Contact Information**

John Douglas Rollins  
1 **Seller's Signature** \_\_\_\_\_ 1/15/2017 | 5:31 PM EST  
John Rollins  
Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Seller's Phone Number:  Cell  Home  Work

Seller's E-mail Address \_\_\_\_\_  
2 **Seller's Signature** \_\_\_\_\_ 1/15/2017 | 5:31 PM EST  
Mandy Lynn Rollins  
Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
Seller's Phone Number:  Cell  Home  Work

Seller's E-mail Address \_\_\_\_\_  
Additional Signature Page  is  is not attached.

**Listing Broker/Affiliated Licensee Contact Information**

ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL  
Listing Broker/Affiliated Licensee Firm  
Peggy Hibbert 1/15/2017 | 5:17 PM EST  
Broker/Affiliated Licensee Signature \_\_\_\_\_ Date \_\_\_\_\_

PEGGY HIBBERT 170072  
Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

( ) \_\_\_\_\_ ( ) 404-974-4386  
Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

phibb@earthlink.net  
Licensee's Email Address \_\_\_\_\_

Dekalb Board  
REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_ ( ) 404-835-9600  
Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

ATFH03 H-57502  
MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of 1/15/2017 | 5:17 PM EST and has been filled in by Peggy Hibbert.

Atlanta Fine Homes

PURCHASE AND SALE AGREEMENT

Offer Date: January 14, 2017



2017 Printing

Sotheby's INTERNATIONAL REALTY

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 932 Clifton Road NE

City Atlanta, County Dekalb, Georgia, Zip Code 30307

MLS Number: 5788516 Tax Parcel I.D. Number: 18-003-01-016

b. Legal Description: The legal description of the Property is [select one of the following below]:

(1) attached as an exhibit hereto;

(2) the same as described in Deed Book 24131, Page 232, et. seq., of the land records of the above county; OR

(3) Land Lot(s) 003 of the 18 District, 0 Section/ GMD, Lot 43, Block 48, Unit, Phase/Section 0 of Druid Hills Subdivision/Development, according to the plat recorded in Plat Book 24131, Page 232, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer. \$ 1,585,000

3. Closing Costs. Seller's Contribution at Closing: \$ 10,000

4. Closing and Possession.

a. Closing Date: March 30, 2017

b. Possession of the Property Shall Be Transferred to Buyer:

(1) At the Closing

(2) days after the date of closing at o'clock (attach F140 Temporary Occupancy Agreement)

5. Holder of Earnest Money ("Holder"). Atlanta Fine Homes

6. Closing Attorney/Law Firm. Campbell & Brannon (Whit Wood)

7. Earnest Money. Earnest Money shall be paid by check cash or wire transfer of immediately available funds as follows:

a. \$ as of the Offer Date.

b. \$ within days from the Binding Agreement Date.

c. \$16,000 by check or cash within 3 days from the Binding Agreement Date.

8. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 12 days from the Binding Agreement Date.

b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer: (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus (2) shall pay Seller additional option money of \$ N/A by check or wire transfer of immediately available funds either as of the Offer Date; OR within N/A days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was OR was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Selling Broker is ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL and is:

- (1) representing Buyer as a client.
(2) not representing Buyer (Buyer is a customer).
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where: Chase Mizell has been assigned to exclusively represent Buyer.

b. Listing Broker is ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL and is:

- (1) representing Seller as a client.
(2) not representing Seller (Seller is a customer).
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where: Peggy Hibbert has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows: N/A

11. Time Limit of Offer. The Offer set forth herein expires at 8:00 o'clock p.m. on the date January 15, 2017.

12. Consent to Share Non-Public Information. Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association (ALTA) Estimated Settlement Statement-Combined to Buyer, Seller, Brokers and Broker's affiliated licensees working in this agreement for their various uses.

Buyer(s) Initials Seller(s) Initials

**B. CORRESPONDING PARAGRAPHS FOR SECTION A****1. Purchase and Sale/Title.**

- a. Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

**2. Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.**3. Closing Costs and Prorations.**

- a. Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- b. Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- c. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

**4. Closing and Possession.**

- a. Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

**5. Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.**6. Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

**7. Return and Disbursement of Earnest Money.**

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

**8. Inspection and Due Diligence.**

- a. Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.qbi.georgia.gov](http://www.qbi.georgia.gov).** If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at [www.dea.gov](http://www.dea.gov).
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
- (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
- (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

- (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.
10. **Agency and Brokerage.**
- a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.
- c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
11. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

## C. OTHER TERMS AND CONDITIONS

### 1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.



- b. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

## 2. Default.

- a. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- c. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

- 3. Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

## 4. Other Provisions.

- a. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- d. Time of Essence:** Time is of the essence of this Agreement.
- e. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.

- f. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
- l. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

**5. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- All Cash Exhibit as Exhibit " \_\_\_\_\_ "
- Back-up Agreement Contingency as Exhibit " \_\_\_\_\_ "
- Community Association Disclosure as Exhibit " \_\_\_\_\_ "
- Condominium Purchase and Sale Exhibit " \_\_\_\_\_ "
- Conventional Loan Contingency Exhibit as Exhibit " **A** \_\_\_\_\_ "
- FHA Loan Contingency Exhibit as Exhibit " \_\_\_\_\_ "
- Lead-Based Paint Exhibit as Exhibit " \_\_\_\_\_ " *[If any portion of a residential dwelling was built prior to 1978, a Lead-Based Paint Exhibit must under federal law be attached as an exhibit to this Agreement.]*
- Lease Purchase and Sale Exhibit (F29) (to be used with F30) as Exhibit " \_\_\_\_\_ "
- Lease for Lease/Purchase Agreement (F30) (to be used with F29) as Exhibit " \_\_\_\_\_ "
- Legal Description of the Property as Exhibit " \_\_\_\_\_ "
- Loan Assumption Exhibit " \_\_\_\_\_ "
- Sale or Lease of Buyer's Property Contingency as Exhibit " **B** \_\_\_\_\_ "
- Seller's Property Disclosure Statement as Exhibit " **C** \_\_\_\_\_ "
- Survey of Property as Exhibit " \_\_\_\_\_ "
- Temporary Occupancy Agreement as Exhibit " \_\_\_\_\_ "
- USDA-RD Loan Contingency Exhibit as Exhibit " \_\_\_\_\_ "
- VA Loan Contingency Exhibit as Exhibit " \_\_\_\_\_ "
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. Not later than at the closing, Seller shall provide Buyer, at Seller's sole expense, with a termite guaranty against subterranean termite damage covering all dwellings and garages on the Property for a term of at least one (1) year from the date of closing. The guaranty shall be issued by a licensed Georgia pest control operator, shall be subject to the issuing company's standard deductibles and conditions and shall cover all dwellings and garages on the Property for a term of at least one (1) year from the date of closing. The guaranty shall cover both the retreatment and the repair of any damage to the Property caused from subterranean termite damage.

In addition, Seller shall provide Buyer, within three (3) days of the Binding Agreement Date, with a copy of any Georgia Wood Infestation Report which may have been obtained by Seller within 12 months of the Binding Agreement Date. If Seller has a current retreat & repair termite bond, then Seller shall transfer current bond to Buyer. Said bond shall not expire within 90 days of Closing.

2. Seller shall provide Buyer with a one-year American Home Shield home warranty in an amount not to exceed \$575.00. Said warranty to be ordered by selling agent and paid for by Seller at time of closing.

3. All parties agree that the Seller shall leave all light fixtures, ceiling fans, attached mirrors, window treatments, window hardware, blinds & shutters in said property at no additional cost or value to Buyer.

4. Seller shall deliver Property clean and free of debris at time of possession. Seller agrees that, as of the date of the transfer of possession of the Property, the Property shall have been thoroughly cleaned with all trash and debris having been removed from the Property. Seller shall not leave any personal property of Seller in the Property other than what is in this Agreement. This provision shall specifically survive closing.

5. Fraud Stipulation: Anti-Wire Fraud Precaution: Due to reported instances of wire fraud and email scams, Atlanta Fine Homes recommends that you not send wiring instructions, bank account numbers, credit card numbers, or other potentially sensitive financial information via email. Atlanta Fine Homes also recommend that you not follow any wiring instructions received via email until you have first independently verbally verified the authenticity of the instructions with the party requesting the wire. Please report any suspicious emails or potential wire fraud activity immediately.

6. TRID Stipulation: Authorization to Disclose Information: Buyer and Seller each authorize the release of 1) this Agreement to appraisers employed by the Buyer or Buyer's lender and 2) any closing disclosures, settlement statements and disbursement summaries to all parties associated with the transaction. Further, Buyer and Seller authorize lenders associated with the transaction and closing attorneys/title companies (in their sole discretion), to release closing documents, other documents and/or information related to or arising out of the transaction, to the other parties to this Agreement and third parties related to the transaction contemplated by this Agreement, including but not limited to, underwriters, appraisers, insurance providers, homeowner's associations, etc.

Additional Special Stipulations  are or  are not attached.

**Buyer Acceptance and Contact Information**

W Louis Hengen, JR  
1/14/2017  
Print or Type Name Date  
Buyer's Address for Receiving Notice  
\_\_\_\_\_  
( )  
Buyer's Phone Number:  Cell  Home  Work

Jill Keller Hengen  
1/14/2017  
Print or Type Name Date  
Buyer's Address for Receiving Notice  
\_\_\_\_\_  
( )  
Buyer's Phone Number:  Cell  Home  Work  
Buyer's E-mail Address  
\_\_\_\_\_  
Additional Signature Page  is  is not attached.

**Selling Broker/Affiliated Licensee Contact Information**

ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL  
Listing Broker Firm  
Chase Mizell  
1/14/2017  
Broker/Affiliated Licensee Signature Date  
CHASE MIZELL 311600  
Print or Type Name GA Real Estate License #  
( 770 ) 289-2780 ( ) 404-835-9596  
Licensee's Phone Number Fax Number  
chasemizell@atlantafinehomes.com  
Licensee's E-mail Address  
Atlanta Realtor's Association  
REALTOR® Membership  
\_\_\_\_\_  
Broker's Address  
\_\_\_\_\_  
( ) ( ) 404-835-9600  
Broker's Phone Number Fax Number  
ATFH03 H-57502  
MLS Office Code Brokerage Firm License Number

**Seller Acceptance and Contact Information**

John Rollins  
\_\_\_\_\_  
Print or Type Name Date  
Seller's Address for Receiving Notice  
\_\_\_\_\_  
( )  
Seller's Phone Number:  Cell  Home  Work

Mandy Rollins  
\_\_\_\_\_  
Print or Type Name Date  
Seller's Address for Receiving Notice  
\_\_\_\_\_  
( )  
Seller's Phone Number:  Cell  Home  Work  
Seller's E-mail Address  
\_\_\_\_\_  
Additional Signature Page  is  is not attached.

**Listing Broker/Affiliated Licensee Contact Information**

ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL  
Listing Broker Firm  
PEGGY HIBBERT  
170072  
Broker/Affiliated Licensee Signature Date  
Print or Type Name GA Real Estate License #  
( ) ( ) 404-974-4386  
Licensee's Phone Number Fax Number  
phibb@earthlink.net  
Licensee's Email Address  
Dekalb Board  
REALTOR® Membership  
\_\_\_\_\_  
Broker's Address  
\_\_\_\_\_  
( ) ( ) 404-835-9600  
Broker's Phone Number Fax Number  
ATFH03 H-57502  
MLS Office Code Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_ and has been filled in by \_\_\_\_\_.

Atlanta Fine  
HomesSotheby's  
INTERNATIONAL REALTY**CONVENTIONAL LOAN CONTINGENCY**  
**EXHIBIT " A "**

2017 Printing

This Exhibit is part of the Agreement with an Offer Date of January 14, 2017 for the purchase and sale of that certain Property known as: 932 Clifton Road NE, Atlanta, Georgia 30307.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency.

[Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]

<input checked="" type="checkbox"/> A.	FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
		<u>80</u> % of purchase price	<u>10</u> years	<u>3.375</u> % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only	<input checked="" type="checkbox"/> Institutional <input type="checkbox"/> Seller <input type="checkbox"/> Other
<input type="checkbox"/> B.	SECOND MORTGAGE LOAN	_____ % of purchase price	_____ years	_____ % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only	<input type="checkbox"/> Institutional <input type="checkbox"/> Seller <input type="checkbox"/> Other

2. **Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

**Approved Mortgage Lender(s)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(hereinafter singularly "Approved Mortgage Lender" and collectively "Approved Mortgage Lender(s)")

3. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement.
4. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.
5. **Financing Contingency.** Buyer shall have 21 days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice a letter of loan denial from a mortgage lender based upon the mortgage lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and mortgage lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit. Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Charles Mizell 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.

**6. Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based upon any of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); or (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information").

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

**7. Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.

**8. Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

**9. Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.

**10. Appraisal Contingency.** In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Buyer with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall within 21 days of the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Sales Price ("ATSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

Seller shall accept or reject the ATSP within the earlier of: (a) three (3) days from the date that the ATSP is delivered to Seller, or (b) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date). If Seller timely accepts the ATSP, Buyer shall be obligated to purchase the Property in accordance with this Agreement as amended by the ATSP. If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property. In such event, Buyer shall be obligated to purchase the Property for the price set forth in this Agreement.

DocuSigned by:

*W Louis Hengen, JR*

1 Buyer's Signature

**W Louis Hengen, JR**

Print or Type Name

*Jill Keller Hengen*

2 Buyer's Signature

**Jill Keller Hengen**

Print or Type Name

Additional Signature Page  is  is not attached.

**ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL**

Selling Brokerage Firm  
*Chase Mizell*

Broker/Affiliated Licensee Signature

**CHASE MIZELL**

Print or Type Name

**Atlanta Realtor's Association**

REALTOR® Membership

DocuSigned by:

*John Douglas Rollins*

1 Seller's Signature

**John Rollins**

Print or Type Name

DocuSigned by:

*Mandy Rollins*

2 Seller's Signature

**Mandy Rollins**

Print or Type Name

Additional Signature Page  is  is not attached.

**ATLANTA FINE HOMES SOTHEBYS INTERNATIONAL**

Listing Brokerage Firm  
DocuSigned by:

*Peggy Hibbert*

Broker/Affiliated Licensee Signature

**PEGGY HIBBERT**

Print or Type Name

**Dekalb Board**

REALTOR® Membership

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Atlanta Fine Homes

Sotheby's

INTERNATIONAL REALTY

SALE OR LEASE OF BUYER'S PROPERTY CONTINGENCY EXHIBIT " B "



2017 Printing

This Exhibit is part of the Agreement with an Offer Date of January 14, 2017 for the purchase and sale of that certain Property known as: 932 Clifton Road NE, Atlanta, Georgia 30307.

A. Buyer warrants that Buyer owns the real property located at 1507 Church St Nw, Washington (City), DC (State), 20005 (Zip Code) ("Other Property") and has taken or is taking the following actions to sell and /or lease the Other Property: Property will be listed for sale on January 30, 2017.

B. This Agreement is contingent upon the occurrence of the following on or before March 30, 2017 ("Contingency Period"). [Select 1. and/or 2. Any section not selected shall not be a part of this Agreement.]

- 1. Buyer closing on the sale of the Other Property;
2. Buyer entering into a lease of the Other Property with a lease term of at least

C. Buyer agrees to use Buyer's best efforts to fulfill the contingency or contingencies referenced above prior to the expiration of the Contingency Period. In the event that the Contingency Period ends without any contingency referenced above being fulfilled, this Agreement shall terminate. The contingency or contingencies referenced above may be waived by Buyer upon notice to Seller provided that such notice is given prior to the end of the Contingency Period.



D. Kick Out Provision. [This section shall only be a part of this Agreement if it has been selected by initialing the box on the side of this section. If the box has not been initialed, it shall not be a part of this Agreement.]

Seller shall have the right to continue to offer Property for sale. In the event that Seller receives an acceptable offer to purchase the Property, Seller shall give Buyer notice of the same.

Buyer shall then have N/A hours after receipt of the notice to deliver to Seller an Amendment to this Agreement signed by Buyer in which Buyer agrees to remove all contingencies in favor of Buyer, any Due Diligence Period in the Agreement and deposit with Holder additional earnest money of \$ N/A. In the event Buyer does not deliver within the time period stated above: (1) the signed Amendment to Seller and (2) the additional earnest money (if any referenced above) to Holder, then this Agreement shall terminate and Buyer shall be entitled to a refund of Buyer's earnest money.

In the event that Buyer delivers the Amendment referenced above to Seller and the additional earnest money (if any referenced above) to Holder within the time period stated above, Seller shall execute the Amendment and return a copy of the same to Buyer.

Buyer's Initials: [DS] RH [DS] AM

Seller's Initials: [DS] JDR [DS] MR



Atlanta Fine  
Homes

Sotheby's

INTERNATIONAL REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT  
EXHIBIT "  C  "

2016 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of January 14, 2017 for the Property (known as or located at: 932 Clifton Road Atlanta, Georgia, 30307). 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 STATEMENT.

In completing this 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;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions;
- (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 recently, 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 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.

## C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>2014</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		X
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?	X	
EXPLANATION: <u>DRUID HILLS HISTORIC PRESERVATION DISTRICT</u>		

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?		X
(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 STATEMENT," GAR Form F123.		X
EXPLANATION:		

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F54 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR B11 MUST BE PROVIDED TO THE BUYER.		X

4. 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?		X
(b) Have any structural reinforcements or supports been added?		X
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements?		X
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations(not otherwise grandfathered)?		X
(f) Have any notices alleging such violations been received?		X
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		X
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

**EXPLANATION:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		X
(b) Is any portion of the heating and cooling system in need of repair or replacement?		X
(c) Does any dwelling or garage have aluminum wiring other than in the primary service line?		X
(e) Are any fireplaces decorative only or in need of repair?		X
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		X

**EXPLANATION:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. 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, has there ever been a test the results of which indicate that the water is not safe to drink?		NA
(c) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <u>NA</u>		
(e) Is the main dwelling served by a sewage pump?	X	
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____		
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems?		X
(h) Is there presently any polybutylene plumbing, other than the primary service line?		X
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		X

**EXPLANATION:** LOWER LEVEL IS BELOW GRADE AND SERVED BY PUMP

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>2</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?		X
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		X

EXPLANATION:

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8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage?		X
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		X
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		X
(d) Has there ever been any flooding?		X
(e) Are there any streams that do not flow year round or underground springs?		X
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		X

EXPLANATION:

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9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X
(b) Is there now or has there ever been any visible soil settlement or movement?		X
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X
(d) Do any of the improvements encroach onto a neighboring property?		X

EXPLANATION:

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10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		X
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	X	
If yes, is it transferable?	X	
If yes, company name/contact: <u>AVONDALE PEST CONTROL</u>		
Coverage: <input checked="" type="checkbox"/> re-treatment and repair <input checked="" type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
(c) Is there a cost to transfer and/or maintain the bond, warranty or service contract?		
If yes, what is the cost? \$ <u>0</u>		

EXPLANATION: UNDER TERMITE BOND

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11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		X

**EXPLANATION:**

\_\_\_\_\_

\_\_\_\_\_

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) How many insurance claims have been filed during Seller's ownership? <u>0</u>		

**EXPLANATION:**

\_\_\_\_\_

\_\_\_\_\_

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		X

**EXPLANATION:**

\_\_\_\_\_

\_\_\_\_\_

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) 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?		X

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.



**D. FIXTURES CHECKLIST**

**Directions on HOW TO USE:** It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank **THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. 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 may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. 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. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

**Appliances**

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Refrigerator
- Stove
- 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
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Wall Mirror
- Window Blinds
- Window Shutters
- Window Draperies
- 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**

- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool
- 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
- Well Pump
- Window Screens

**Systems**

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Dehumidifier
- Humidifier
- Propane Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System

**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.

REFRIGERATOR IN GARAGE WILL BE REMOVED

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

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**SELLER'S REPRESENTATION REGARDING THIS STATEMENT:**

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property.

Seller: Mandy Rollins

Date: 9/26/16

Seller: [Signature]

Date: 9/26/16

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

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

DocuSigned by:  
Buyer: [Signature]

Date: 1/14/2017

A7A07F72A124455...  
DocuSigned by:  
Buyer: [Signature]

Date: 1/14/2017

# AVONDALE PEST CONTROL

P.O. Box 103 Avondale Estates, GA 30002

(770) 560-6072

## REPAIR GUARANTEE

### Subterranean Termite, Powder Post Beetle or Moisture Control Agreement

Date December 31 2014  
 Buyer's Name (to appear on guarantee) John Douglas Rollins  
 Street Address 932 Clifford Rd NE  
 City Atlanta State GA Zip Code 30307  
 Business Phone (Area Code) \_\_\_\_\_ Home Phone (Area Code) \_\_\_\_\_

**This contract provides for retreatment of a structure and the repair of damages caused by wood destroying organisms.**

AVONDALE PEST CONTROL is hereby authorized to treat the premises described above for the control of:

- Moisture Control
- Powder Post Beetles (liquid)
- Subterranean Termites
- Wood-Borers
- Other \_\_\_\_\_

1. Initial Treatment	_____	\$	<u>600.00</u>
2. Additional Renewals	<u>10</u> Year(s)	\$	<u>17500</u>
3. Other Fees	_____	\$	_____
4. TOTAL: Cash Price	_____	\$	_____
5. LESS: Cash Down Payment	_____	\$	_____
6. Unpaid Balance of Cash Price	_____	\$	_____
7. Amount Financed (Same as 6)	_____	\$	_____
8. FINANCE CHARGE (Time price differential)	_____	\$	_____
9. Total of Payments (7-8)	_____	\$	_____
10. Deferred Payment Price (4-8)	_____	\$	_____
11. ANNUAL PERCENTAGE RATE	_____	\$	_____

In consideration of the service and guarantee to be provided by AVONDALE PEST CONTROL, under this contract, the undersigned buyer hereby agrees to pay AVONDALE PEST CONTROL, its successors or assigns, the "TOTAL OF PAYMENTS" in \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_, and one final installment of \$ \_\_\_\_\_, the first installment being payable \_\_\_\_\_, 20\_\_\_\_, and all subsequent installments on the same day of each consecutive month until paid in full. The finance charge applies from the date of this contract.

This agreement shall be comprised of this contract, the General Terms and Conditions as they appear on the reverse side, and accompanying Graph and Specifications and, upon issuance, the Guarantee.

\_\_\_\_\_  
Representative

Type of Structure Residential  
 Consumer Contract  
 Commercial Contract

AVONDALE PEST CONTROL, is to issue the Guarantee checked below:  
 Retreatment Guarantee  None  
 Method of Payment:  Cash  Financed

**AVONDALE PEST CONTROL CONTINUOUS PROTECTION GUARANTEE.**  
 The Guarantee will cover the treated premises and will be subject to the General Terms and Conditions on the reverse side hereof. The Guarantee will be effective for a period of ONE year upon payment of the initial charges and thereafter for a period of 10 years, so long as renewal payments are made. Customer agrees to pay AVONDALE PEST CONTROL \$ 17500 on a yearly basis. AVONDALE PEST CONTROL will inspect customer's structure on a yearly basis. Customer agrees to pay \$ 500 deductible for each claim. Cost to repair damages shall not exceed \$ 50000. After one year, AVONDALE PEST CONTROL reserves the right to increase renewal payments by giving written notices to the Buyer in advance of the renewal date. The Buyer agrees to make the premises available for reinspection.

- NOTICE TO BUYER:**
- CAUTION:** It is important that you thoroughly read the agreement before you sign it. Do not sign this agreement before you read it or if it contains any blank spaces.
  - You are entitled to an exact, executed copy of this agreement. You, the Buyer, may cancel this transaction at any time prior to midnight of the third day after the date of this transaction.
  - By signing this contract you fully understand and agree to all terms and conditions.

**RETAIL INSTALLMENT CONTRACT**  
 In the event of default of payment per this contract, you agree to pay all attorneys fees and cost we may incur in collecting any unpaid amount.

Accepted by: \_\_\_\_\_ Date 12/31/14  
 Buyer or Buyer's Authorized Agent

ADDITIONAL COMMENTS: paid

#### NOTICE OF CANCELLATION

Date of Transaction: \_\_\_\_\_  
 Buyer may cancel this transaction, without penalty or obligation, within three (3) business days from the above date.  
 If you cancel this transaction, any down payments made by you under the terms of this contract will be returned within ten (10) business days following receipt by AVONDALE PEST CONTROL of your cancellation notice.  
 In the event this transaction is cancelled within the 72-hour time limit, AVONDALE PEST CONTROL shall be entitled to reclaim, and the buyer shall return the sales contract whenever possible.  
 To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to AVONDALE PEST CONTROL, 2912 Hwy. 11, Mansfield, GA 30055.  
 I hereby cancel this transaction.



Atlanta Fine Homes

PERSONAL PROPERTY AGREEMENT (BILL OF SALE)



Sotheby's INTERNATIONAL REALTY

Date: January 14, 2017

2017 Printing

State of Georgia County of Dekalb

For and in consideration of the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, I agree to sell to the undersigned Buyer the following personal property hereinafter described:

PERSONAL PROPERTY

Table with 3 columns: ITEM, DESCRIPTION, PRICE. Lists items like lighting fixtures, appliances, theater equipment, etc. Total price is 0.00.

1. This Bill of Sale shall become operative only upon the closing of the Purchase and Sale Agreement, with an Offer Date of ... covering the real property located at: 932 Clifton Road NE Atlanta, Georgia 30307

Buyer shall then have all rights and title to the property and such rights shall inure to his or her respective executors, administrators, heirs or assigns. If for any reason whatsoever, the sale does not close, then this Bill of Sale covering personal property herein described shall be null and void and the consideration paid for this Bill of Sale shall be returned to the undersigned Buyer.

2. Seller warrants that Seller is the lawful owner of the personal property and states the personal property is free from all liens and encumbrances of any kind whatsoever. Seller further warrants that Seller has the right to sell the personal property and will warrant and defend the right against the lawful claims and demands of all persons.

DocuSigned by: [Signature] Buyer's Signature

W Louis Hengen, JR Print or Type Name

[Signature] Buyer's Signature

Jill Keller Hengen Print or Type Name

Additional Signature Page [ ] is [ ] is not attached.

DocuSigned by: John Douglas Rollins 1 Seller's Signature

John Rollins Print or Type Name

[Signature] 2 Seller's Signature

Mandy Rollins Print or Type Name

Additional Signature Page [ ] is [ ] is not attached.



# PROPOSAL

**RESIDENTIAL & COMMERCIAL PAINTING**  
 1570 OAKDALE RD /CANTON, GA 30114 / (770)-565-6056

January 26, 2017

FULLY INSURED      LIABILITY      WORKERS COMP

**PROPOSAL SUBMITTED TO:**

**WORK TO BE PERFORMED AT:**

LOUIS HENGEN  
 932 CLIFTON RD NE  
 ATLANTA, GA

SAME  
 202-841-7385

We hereby propose to furnish the paint and materials and perform the labor necessary for the completion of painting your home.

	YES	NO		YES	NO
Power wash to clean and remove mildew	<u>X</u>	___	Caulk with 40 year warranted caulk	<u>X</u>	___
Scrape old peeling paint	<u>X</u>	___	Check for rotten wood	<u>X</u>	___

**WORK TO BE PERFORMED**

**QUOTE IS FOR TWO COATS OF PAINT ON STUCCO AND TRIM  
 ONE COAT OF PRIMER AND TWO COATS OF PAINT ON BRICK  
 PRIME ANY BARE WOOD AND BRICK BEFORE PAINTING  
 PAINT APPROXIMATELY 6,800 SQ FT OF STUCCO AND BRICK  
 PAINT TWO COATS ALL PAINTED DOORS, GARAGE DOOR, WINDOWS, SOFFIT, FASCIA, GUTTERS, DOWN  
 SPOUTS, AND TRIM  
 PAINT INTERIOR OF SCREEN PORCH. PAINT SCREEN PORCH RAILS  
 APPLY CLEAR COAT OR TRANSPARENT STAIN TO STAINED PORCH CEILING  
**DECK:** PRESSURE WASH DECK. APPLY ONE COAT OF CLEAR OR TRANSPARENT STAIN TO THE TOP OF THE  
 DECK FLOOR, RIM JOIST, STAIRS, AND RAILS  
 PAINT THE DECK SUPPORT POST**

**ALL PAINT AND SUNDRIES NEED TO COMPLET THE WORK IS INCLUDED IN THE PRICE**

**NOTE: All prices include all necessary preparation before painting. We will use Sherwin Williams Super Paint**  
 All material is guaranteed to be as specified, and the above work to be performed in accordance with the above specifications  
 and completed in substantial workmanlike manner for the sum of \$ 11,480.00, with payments to be made as follows: 1/3 when  
 work is started, balance upon completion. Cash, check, or credit card 3% handling fee will be added if a credit card is used.

Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will  
 become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our  
 controls.

If you default on this contract by failure to pay or any obligation you have undertaken in this contract, you are in default.  
 If you default, you agree to pay all costs for collecting amounts, owing, including court costs, and reasonable attorney fees  
 actually incurred

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

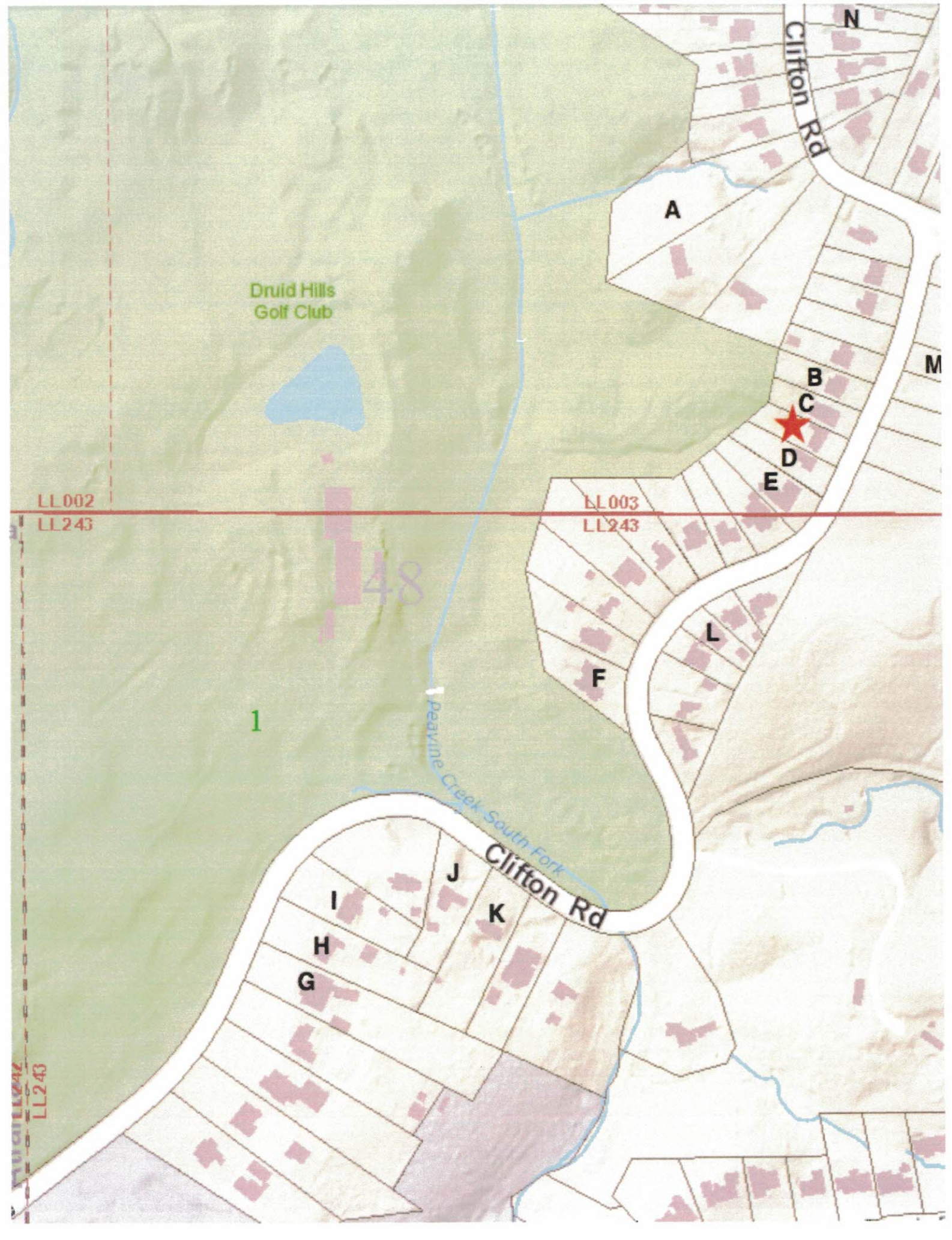
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.  
 YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date:

Signature: \_\_\_\_\_

# Painted Brick Homes

Letter	Address	Proximity to Address
A	1002 Clifton Road	0.2 miles
B	940 Clifton Road	131.2 feet
C	936 Clifton Road	59.1 feet
D	924 Clifton Road	62.3 feet
E	914 Clifton Road	167.3 feet
F	870 Clifton Road	0.1 miles
G	805 Clifton Road	0.5 miles
H	811 Clifton Road	0.5 miles
I	817 Clifton Road	0.4 miles
J	831 Clifton Road	0.3 miles
K	833 Clifton Road	0.3 miles
L	885 Clifton Road	0.1 miles
M	943 Clifton Road	265.7 feet
N	1021 Clifton Road	0.2 miles
O	1055 Clifton Road	0.3 miles
P	1087 Clifton Road	0.4 miles
Q	1072 Clifton Road	0.3 miles
R	1088 Clifton Road	0.4 miles
S	1096 Clifton Road	0.4 miles
T	1155 Clifton Road	0.5 miles
U	1155 Lullwater Road	1.0 miles
V	1098 Lullwater Road	1.1 miles
W	1002 Lullwater Road	1.3 miles



Druid Hills  
Golf Club

LL002  
LL243

LL003  
LL243

LL243

1

48

Peavine Creek-South Fork

Clifton Rd

Clifton Rd

A

N

B

C

D

E

M

L

F

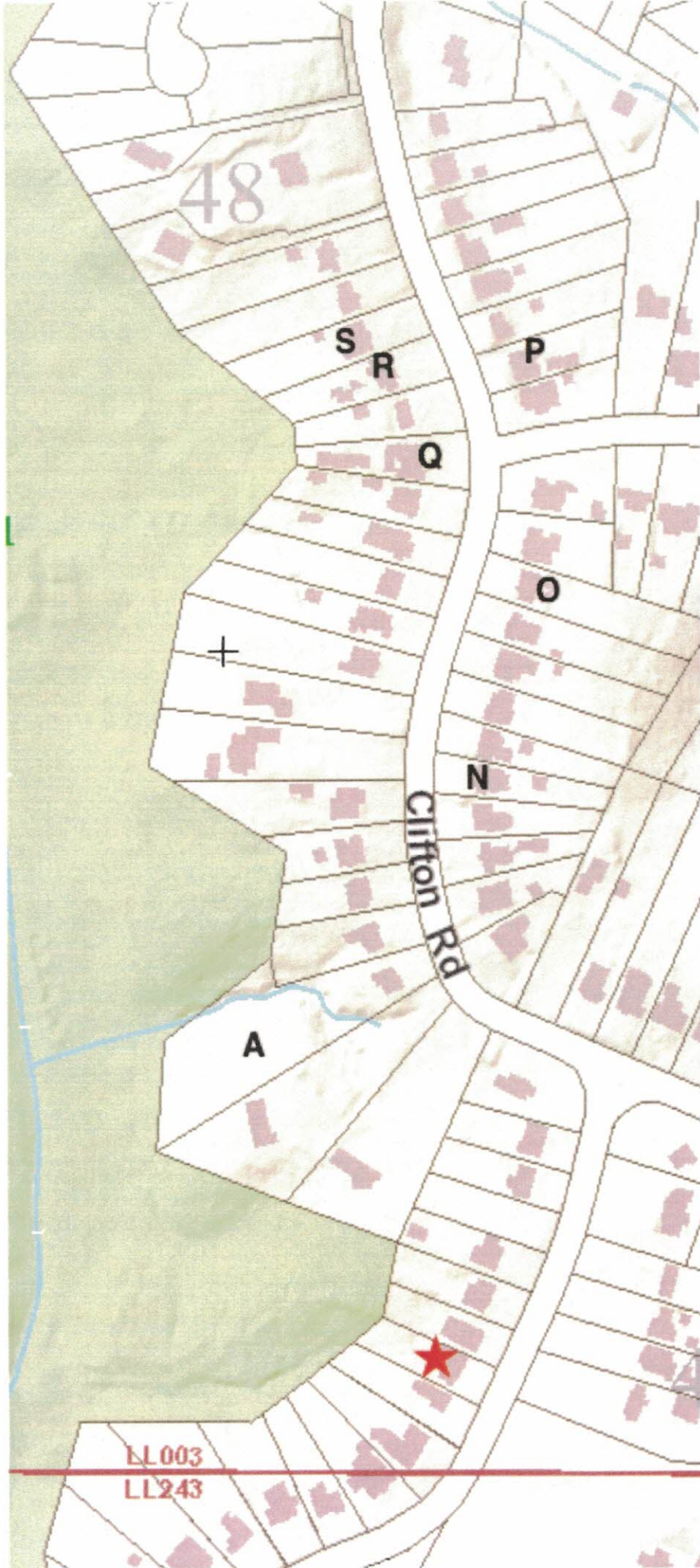
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48

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Clifton Rd

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LL003  
LL243

**A**



**B**



C



D



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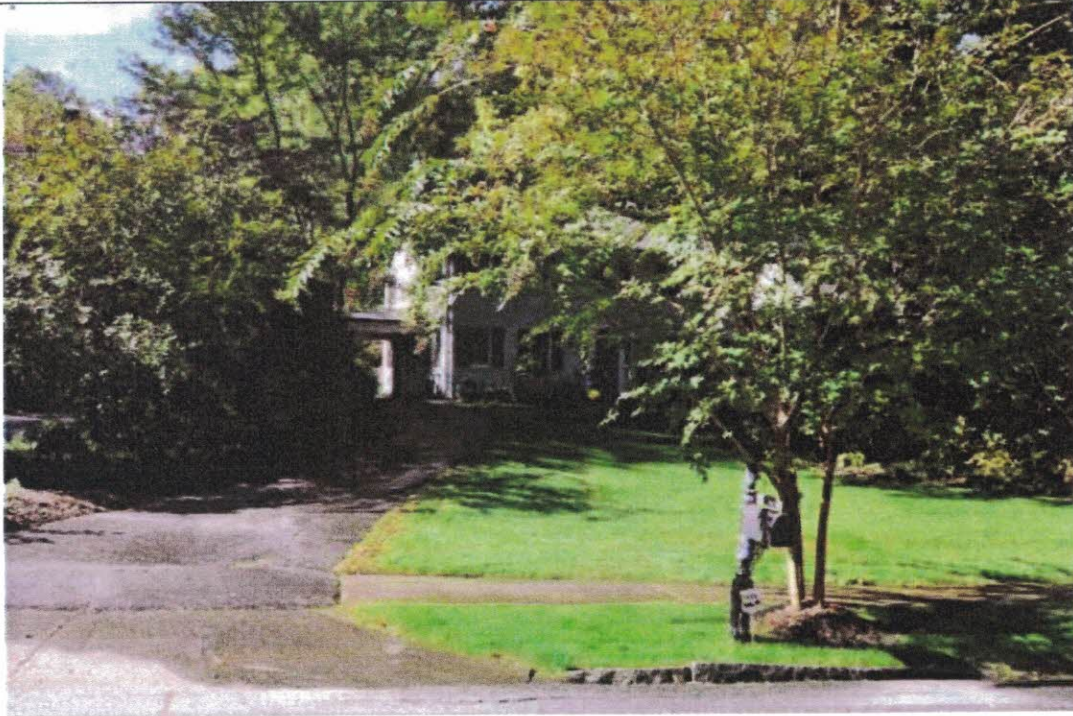
P



Q



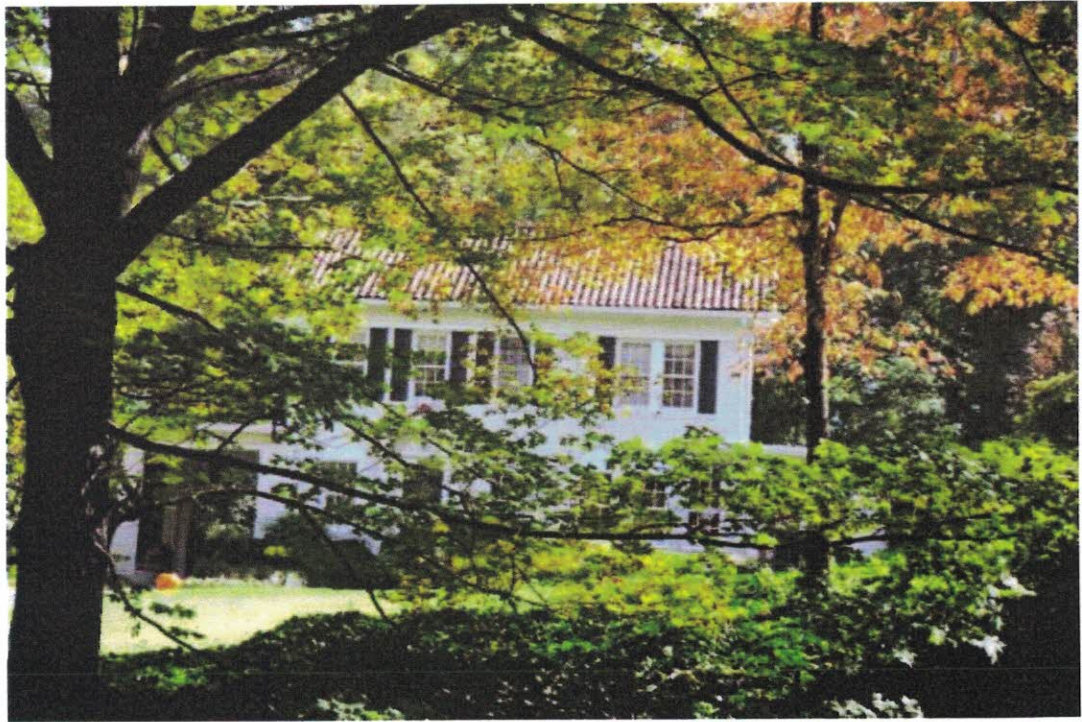
R



S



U



V



W

