



# DEKALB COUNTY PLUMBING DISCLOSURE EXHIBIT " \_\_\_\_\_ "



2011 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 4505 Crest Road, Tucker, Georgia 30084-2808

Seller hereby discloses to Buyer that: (1) the Property is located in unincorporated DeKalb County and contains a residence or other structure constructed prior to 1993, and (2) Buyer shall be obligated as a condition of applying for water service from DeKalb County to attach to the application a certificate of compliance signed by a home inspector, Department of Watershed Management inspector or licensed plumber certifying that all plumbing fixtures on the Property are water conserving plumbing fixtures.

A water conserving plumbing fixture shall mean the following: ultra low-flow toilets (ULFTs) that use a maximum of 1.6 gallons per flush; urinals that use a maximum of 1.0 gallons per flush; showerheads that emit a maximum of 2.5 gallons per minute; lavatory faucets that emit a maximum of 2.0 gallons per minute; and kitchen faucets that emit a maximum of 2.2 gallons per minute.

**Exemptions**

This requirement shall not apply to Buyer if:

1. The Property is being advertised for foreclosure;
2. Buyer is demolishing the residence after it is purchased; provided, however, that any water service that is being obtained by the Buyer may only be used for demolition or construction related purposes;
3. Buyer is a spouse, child or parent of the Seller (including conveyances during the administration of the estate of such spouse, parent or child); or
4. The cost to install the water conserving plumbing fixtures exceeds One Thousand (\$1,000) dollars per toilet in a single family residential building; or
5. The cost to install water conserving plumbing fixtures exceeds Two Thousand (\$2,000) dollars per toilet in a commercial property or apartment.

Questions regarding whether Buyer is eligible for an exemption to the law requiring the installation of water conserving plumbing fixtures should be directed to the DeKalb County Department of Watershed Management at 770-621-7200.

The undersigned acknowledges receipt of the above-referenced disclosure prior to entering into a contract to purchase the above-referenced Property.

Buyer's Initials: \_\_\_\_\_

Seller's Initials: PAH



# LEAD-BASED PAINT EXHIBIT " "



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This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 4505 Crest Road, Tucker, Georgia 30084-2808

**1. Purchase and Sale or Lease Transaction Lead Warning Statement.**

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**2. Seller's/Lessor's Disclosure.** AK  
Initials of Seller / Lessor

- A. Presence of lead-based paint and/or lead paint hazard [check one below]:
  - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below): \_\_\_\_\_
  - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and Reports available to the Seller/Lessor [check one below]:
  - Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below): \_\_\_\_\_
  - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**3. Buyer's/Lessee's Acknowledgment.** \_\_\_\_\_  
Initials of Buyer / Lessee

- A. Buyer/Lessee has received copies of all information, if any, listed above.
- B. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".
- C. Buyer/Lessee has [check one below]:
  - Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**4. Broker's Acknowledgment:** James Deeks  
Initials of Broker or Licensee of Broker

Broker has informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

**5. Certification of Accuracy.**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>[Signature]</u> Seller/Lessor	<u>10-19-11</u> Date	_____ Buyer/Lessee	_____ Date
_____ Seller/Lessor	_____ Date	_____ Buyer/Lessee	_____ Date
<u>James Deeks</u> Listing Broker	<u>10-19-11</u> Date	_____ Selling/Leasing Broker	_____ Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.