



# SELLER'S DISCLOSURE OF LATENT DEFECTS AND FIXTURES CHECKLIST EXHIBIT " \_\_\_\_\_ "



2025 Printing

This Seller's Disclosure of Latent Defect ("Disclosure") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for the Property known as or located at: 3957 MARQUETTE WAY NW, KENNESAW, Georgia, 30144.

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

**1. SELLER OCCUPANCY:**

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

**2. SELLER HEREBY DISCLOSES THE KNOWN LATENT DEFECTS:**

- ☐ No known latent defects.  
☐ Known latent defects. \_\_\_\_\_  
\_\_\_\_\_

☐ Additional Pages are attached.

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

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

**4. FIXTURES CHECKLIST**

**A. Directions on How to Generally Fill Out Fixtures Checklist.** REGARDLESS OF WHETHER AN ITEM IS A FIXTURE OR NOT, SELLER SHALL HAVE THE RIGHT TO REMOVE ALL ITEMS ON THE FIXTURES CHECKLIST BELOW THAT ARE LEFT BLANK. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller shall remove all Refrigerators on the Property, unless otherwise noted. Similarly, if "Refrigerator" is checked or marked in the Fixtures Checklist, then all refrigerators shall remain with the Property unless otherwise noted. This Fixtures Checklist is intended to supersede the common law of fixtures with regard to the items identified below. The common law of fixtures shall apply to all items not identified on this Fixtures Checklist.

**B. Items Not Remaining with the Property.** Items identified as not remaining with the Property that are not physically attached to the Property shall be carefully removed from the Property in a manner designed to do minimal damage, but such items do not need to be replaced with a similar item. Seller shall make reasonable efforts to repair areas damaged by the removal of an item. Reasonable efforts to repair damage shall not extend to painting newly exposed areas that do not match the surrounding paint color. (Seller is encouraged, but shall not be required, to remove fixtures not remaining with the Property prior to marketing the Property for sale). Seller shall remove all items left blank below prior to Closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed but shall be liable to Buyer for the reasonable cost of disposing such items provided that Buyer disposes of them within 30 days after Closing or the transfer of possession, which is later.

**C. Items Remaining with Property.** Items identified as remaining with the Property shall mean those specific items, including any solely necessary or required controller, as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. Once the Seller's Property is under contract, the items that may be removed and taken by the Seller, as reflected in this Seller's Property Disclosure Statement, may only be amended with the written consent of the Buyer of the Property.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Matthew Riedemann 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.

**Appliances**

- ☐ Clothes Dryer  
☐ Clothes Washing Machine  
☒ Dishwasher  
☒ Garage Door Opener  
☒ Garbage Disposal  
☐ Ice Maker  
☒ Microwave Oven  
☒ Oven  
☒ Range  
☐ Refrigerator w/o Freezer  
☒ Refrigerator/Freezer  
☐ Free Standing Freezer  
☒ Surface Cook Top  
☐ Trash Compactor  
☐ Vacuum System  
☒ Vent Hood  
☒ Warming Drawer  
☐ Wine Cooler

**Home Media**

- ☐ Amplifier  
☐ Cable Jacks  
☐ Cable Receiver  
☐ Cable Remotes  
☐ Intercom System  
☐ Internet HUB  
☒ Internet Wiring  
☒ Satellite Dish  
☐ Satellite Receiver  
☐ Speakers  
☐ Speaker Wiring  
☐ Switch Plate Covers

- ☐ Television (TV)  
☐ TV Antenna  
☐ TV Mounts/Brackets  
☐ TV Wiring

**Interior Fixtures**

- ☒ Ceiling Fan  
☒ Chandelier  
☒ Closet System  
☒ Fireplace (FP)  
☐ FP Gas Logs  
☐ FP Screen/Door  
☐ FP Wood Burning Insert  
☒ Light Bulbs  
☒ Light Fixtures  
☒ Mirrors  
☐ Wall Mirrors  
☒ Vanity (hanging) Mirrors  
☒ Shelving Unit & System  
☒ Shower Head/Sprayer  
☐ Storage Unit/System  
☒ Window Blinds (and Hardware)  
☐ Window Shutters (and Hardware)  
☐ Window Draperies (and Hardware)  
☒ Unused Paint

**Landscaping / Yard**

- ☐ Arbor  
☐ Awning  
☐ Basketball Post and Goal

- ☐ Birdhouses  
☐ Boat Dock  
☐ Fence - Invisible  
☐ Dog House  
☐ Flag Pole  
☐ Gazebo  
☒ Irrigation System  
☐ Landscaping Lights  
☒ Mailbox  
☐ Out/Storage Building  
☐ Porch Swing  
☐ Statuary  
☐ Stepping Stones  
☐ Swing Set  
☐ Tree House  
☐ Trellis  
☐ Weather Vane

**Recreation**

- ☐ Aboveground Pool  
☐ Gas Grill  
☐ Hot Tub  
☐ Outdoor Furniture  
☐ Outdoor Playhouse  
☐ Pool Equipment  
☐ Pool Chemicals  
☐ Sauna

**Safety**

- ☒ Alarm System (Burglar)  
☐ Alarm System (Smoke/Fire)  
☐ Security Camera  
☐ Carbon Monoxide Detector  
☒ Doorbell  
☒ Door & Window Hardware

- ☐ Fire Sprinkler System  
☐ Gate  
☐ Safe (Built-In)  
☒ Smoke Detector  
☒ Window Screens

**Systems**

- ☐ A/C Window Unit  
☐ Air Purifier  
☐ Whole House Fan  
☐ Attic Ventilator Fan  
☐ Ventilator Fan  
☐ Car Charging Station  
☐ Dehumidifier  
☐ Generator  
☐ Humidifier  
☐ Propane Tank  
☐ Propane Fuel in Tank  
☐ Fuel Oil Tank  
☐ Fuel Oil in Tank  
☐ Sewage Pump  
☐ Solar Panel  
☐ Sump Pump  
☒ Thermostat  
☐ Water Purification System  
☐ Water Softener System  
☐ Well Pump

**Other**

- ☐ \_\_\_\_\_  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

**D. Clarification Regarding Multiple Items.** Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

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

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

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

Seller's Signature: \_\_\_\_\_  
 Print or Type Name: Suzanne Regan, Trustee of the T KALVEN FAMILY TRUST



Date: 6/18/2025

Seller's Signature: \_\_\_\_\_  
 Print or Type Name: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Additional Signature Page (F267) is attached.

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

Buyer's Signature: \_\_\_\_\_  
 Print or Type Name: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_  
 Print or Type Name: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Additional Signature Page (F267) is attached.



# COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT “ \_\_\_\_\_ ”



2025 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 3957 MARQUETTE WAY NW, KENNESAW, Georgia 30144 (“Property”).

**Directions for Filling Out This Community Association Disclosure (“Disclosure”).** Seller must fill out this Disclosure accurately and completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing. Notwithstanding Seller’s duty to update this Disclosure, Seller’s payment obligations pursuant to this Disclosure shall be based on Seller’s initial disclosure (excluding payment obligations related to special assessments).

**Buyer’s Use of Disclosure.** While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community (“Covenants”) to better understand Buyer’s rights and obligations therein. The Buyer is advised to review “What to Consider When Buying Property in a Community Association” (CB16) and/or “What to Consider When Buying Property in a Condominium” (CB19).

## A. KEY TERMS AND CONDITIONS

1. **TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER** (Select all that apply. The boxes not selected shall not be a part of this Exhibit)

- ☐ Mandatory Membership Community Association (Condominium/Non-Condominium)
- ☒ Mandatory Membership Community Association (Property Owners’)
- ☐ Mandatory Membership Age Restricted Community
  - ☐ All units are occupied by a person 62 or older.
  - ☐ At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
- ☐ Mandatory Membership Master Association
- ☐ Optional Voluntary Association
- ☐ Voluntary Transitioning to Mandatory (Buyer shall be a ☐ voluntary or ☐ mandatory member)

## 2. CONTACT INFORMATION FOR ASSOCIATION(S)

- a. Name of Association: Legacy Park HOA  
Contact Person / Title: Candace Cole  
Association Management Company: \_\_\_\_\_  
Telephone Number: 770-919-2556 Email Address: PropertyManager@LegacyPark.org  
Mailing Address: 4201 Legacy Park Cir, Website: LegacyPark.org  
Kennesaw GA 30144
- b. Name of Master Association: \_\_\_\_\_  
Contact Person / Title: \_\_\_\_\_  
Association Management Company: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Website: \_\_\_\_\_

## 3. ANNUAL ASSESSMENTS

- a. The Association Dues are paid in the following installment(s): (select the boxes that reflect how dues are paid):
- ☐ \$ 863.00 per year, fiscal year beginning on Jan 31
  - ☐ \$ \_\_\_\_\_ per month;
  - ☐ \$ \_\_\_\_\_ per quarter;
  - ☐ \$ \_\_\_\_\_ semi-annually;
  - ☐ other: \$ \_\_\_\_\_ per year \_\_\_\_\_.

b. If applicable, the Master Association Dues are paid in the following installment(s): (select the boxes that reflect how dues are paid):

- ☐ \$ \_\_\_\_\_ per year, fiscal year beginning on \_\_\_\_\_.
- ☐ \$ \_\_\_\_\_ per month;
- ☐ \$ \_\_\_\_\_ per quarter;
- ☐ \$ \_\_\_\_\_ semi-annually;
- ☐ other: \$ \_\_\_\_\_ per year \_\_\_\_\_.

**4. SPECIAL ASSESSMENTS**

- a. Buyer's total portion of all special assessments Under Consideration is \$ \_\_\_\_\_.
- b. Buyer's total portion of all approved special assessments is \$ \_\_\_\_\_.
- c. Approved Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement) ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Other: \_\_\_\_\_
- d. Notwithstanding the above, if the Buyer's portion of any and all special assessment(s) that are passed or Under Consideration after the Binding Agreement Date is \$ \_\_\_\_\_ or more, Buyer shall have the right, but not the obligation to terminate the Agreement upon notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer's right to terminate shall be deemed waived.

**5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES**

Buyer will pay \$1,500.00 for all Transfer, Initiation, and Administrative fees. Seller will pay any Transfer, Initiation, and Administrative Fees above this amount.

**6. OTHER ASSOCIATION EXPENSES (IF APPLICABLE)**

- ☐ a. A fee for \_\_\_\_\_ is currently \$ \_\_\_\_\_ per Year and is paid in \_\_\_\_\_ installments. This fee does not include Association Dues or any Transfer, Initiation, and Administrative Fees.
- ☐ b. **Utility Expenses.** Buyer is required to pay for utilities which are billed separately by the Association and are in addition to any other Association assessments. The Association bills separately for: ☐ Electric ☐ Water/Sewer ☐ Natural Gas ☐ Cable TV ☐ Internet ☐ Other: \_\_\_\_\_

**7. ASSESSMENTS PAY FOR FOLLOWING SERVICES, AMENITIES, AND COSTS.** The following services, amenities, and costs are included in the Association annual assessment. (Select all which apply. Items not selected in Section 7.a. and/or Section 7.b. shall not be part of this Agreement).

a. **For Property costs include the following:**

- |   |   |  |                                       |
|---|---|--|---------------------------------------|
| <input type="checkbox"/> Cable TV         | <input type="checkbox"/> Natural Gas      | <input type="checkbox"/> Pest Control      | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Electricity      | <input type="checkbox"/> Water            | <input type="checkbox"/> Termite Control   | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Heating          | <input type="checkbox"/> Hazard Insurance | <input type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Internet Service | <input type="checkbox"/> Flood Insurance  | <input type="checkbox"/> Yard Maintenance  | <input type="checkbox"/> Other: _____ |

b. **Common Area / Element Maintenance costs include the following:**

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Concierge                              | <input checked="" type="checkbox"/> Pool              | <input type="checkbox"/> Hazard Insurance    | <input type="checkbox"/> Road Maintenance |
| <input type="checkbox"/> Gate Attendant                         | <input checked="" type="checkbox"/> Tennis Court      | <input type="checkbox"/> Flood Insurance     | <input type="checkbox"/> Other: _____     |
| <input checked="" type="checkbox"/> All Common Area Utilities   | <input type="checkbox"/> Golf Course                  | <input type="checkbox"/> Pest Control        | <input type="checkbox"/> Other: _____     |
| <input checked="" type="checkbox"/> All Common Area Maintenance | <input checked="" type="checkbox"/> Playground        | <input type="checkbox"/> Termite Control     | <input type="checkbox"/> Other: _____     |
| <input type="checkbox"/> Internet Service                       | <input checked="" type="checkbox"/> Exercise Facility | <input type="checkbox"/> Dwelling Exterior   | <input type="checkbox"/> Other: _____     |
|   | <input type="checkbox"/> Equestrian Facility          | <input type="checkbox"/> Grounds Maintenance | <input type="checkbox"/> Other: _____     |
|   | <input type="checkbox"/> Marina/Boat Storage          | <input type="checkbox"/> Trash Pick-Up       | <input type="checkbox"/> Other: _____     |

**8. LITIGATION.** There ☐ IS or ☒ IS NOT any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved. If there is such threatened or existing litigation, please summarize the same below:

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☐ Check if additional pages are attached.

9. **VIOLATIONS.** Seller ☐ **HAS** or ☒ **HAS NOT** received any notice or lawsuit from the Association(s) referenced herein alleging that Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation or lawsuit, summarize the same below and the steps Seller has taken to cure the violation.

☐ Check if additional pages are attached.

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A**

**1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER**

- a. Some large or complex communities have one or more layers of associations, master associations, and sub-associations responsible for the administration of different portions of a community. While owners normally pay assessments to one association, that association may be responsible for making assessment payments to other associations. In other cases, an owner may be responsible for paying assessments directly to multiple associations.
- b. Defined: The primary purpose of a Community Association is to operate and administer the community, pay for common expenses, and enforce the Covenants.

**2. CONTACT INFORMATION FOR ASSOCIATION(S)**

- a. **Consent of Buyer to Reveal Information to Association(s).** Buyer hereby authorizes closing attorney to provide the Association with any contact information for the Buyer in its possession. The closing attorney may rely on this authorization.

**3. ANNUAL ASSESSMENTS**

- a. **Disclosure Regarding Fees.** Owners of property in communities where there is a Mandatory Membership Community Association are obligated to pay certain recurring fees, charges, and assessments (collectively "Fee") to the Association. Fees can and do increase over time and, on occasion, there may be the need for a special assessment. The risk of paying increased Fees is assumed by the Buyer.
- b. **Buyer shall pay** a) any pre-paid regular assessment (excluding Special Assessments) due at Closing for a period of time after Closing; and b) move-in fees, including fees and security deposits to reserve an elevator as these fees are not considered Transfer, Initiation, and Administrative Fees.
- c. **Seller shall pay** a) all Fees owing on the Property which come due before the Closing so that the Property is sold free and clear of liens and monies owed to the Association; b) any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and c) any Fee in excess of the sum disclosed in Section A(3) above for the remainder of the Association(s) fiscal year (which may or may not be based on a calendar year) for the fiscal year in which this Agreement closes.
- d. **Account Statement or Clearance Letter.** Seller shall pay the cost of any Association account statement or clearance letter ("Closing Letter") including all amounts required by the Association or management company to be pre-paid in order to obtain such Closing Letter. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller. Closing Letter fees are not transfer, Initiation, and Administrative Fees and shall be paid by the Seller regardless of the amount disclosed by the Seller in Section A5 above.

**4. SPECIAL ASSESSMENTS**

- a. **Under Consideration:** For all purposes herein, the term "Under Consideration" with reference to a special assessment shall mean that a notice of a meeting at which a special assessment will be voted upon, has been sent to the members of the Association. If a special assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. Seller warrants that Seller has accurately and fully disclosed all special assessment(s) passed or Under Consideration to Buyer. This warranty shall survive the Closing. ALL PARTIES AGREE THAT NEITHER SELLER NOR BROKER SHALL HAVE ANY OBLIGATION TO DISCLOSE ANY POSSIBLE SPECIAL ASSESSMENT IF IT IS NOT YET UNDER CONSIDERATION, AS THAT TERM IS DEFINED HEREIN.
- b. **Payment of Undisclosed Special Assessments:** With respect to special assessment(s) Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the special assessment(s) that was either not disclosed or was not disclosed accurately.
- c. **Payment of Disclosed Special Assessments:** With respect to special assessments, Under Consideration or approved and accurately disclosed above, if an unpaid special assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. Installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer. Otherwise, the special assessment shall be paid by the party owning the Property at the time the special assessment is first due.
- d. **Special Assessments Arising after Binding Agreement Date:** With respect to special assessments that are only Under Consideration after the Binding Agreement Date and are promptly disclosed by Seller to Buyer:
  - i. If the special assessment(s) is adopted and due, in whole or in part, prior to or on Closing, that portion due prior to or on Closing shall be paid by the Seller; and
  - ii. If the special assessment(s) is adopted and due in whole or part subsequent to Closing, that portion due subsequent to Closing shall be paid by Buyer.

**5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES**

- a. **Buyer Pays:** Buyer shall pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collective, "Transfer, Initiation, and Administrative Fees") to the extent the total amount due is accurately disclosed above. Advance assessments due at Closing for a period of time after Closing, shall not be Transfer, Initiation, and Administrative Fees and shall be paid by Buyer.
- b. **Seller Pays:** Seller shall pay any Transfer, Initiation, and Administrative Fees in excess of the amount disclosed herein. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with \$0.00.
- c. **Fees Defined:** All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

\_\_\_\_\_  
**1 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.

\_\_\_\_\_  
**1 Seller's Signature**

\_\_\_\_\_  
Suzanne Regan, Trustee of the T KALVEN FAMILY TRUST  
Print or Type Name

\_\_\_\_\_  
Date 6/18/2025

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

☐ Additional Signature Page (F267) is attached.

**After Recording Return To:**

Nelson Elder Care Law  
2230 Towne Lake Parkway Bldg.1200-120  
Woodstock, GA 30189

**WARRANTY DEED**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

THIS INDENTURE, made this 4<sup>TH</sup> day of April 2022, between

**THERESA P. KALVEN**

of the County of COBB, and State of Georgia, as Party of the first part, hereinafter called Grantor, and

**SUZANNE REGAN, Trustee of the T. KALVEN Family Trust  
dated May 4, 2022.**

of the County of COBB, and State of Georgia as Party 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 00/100 DOLLARS (\$10.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, alienated, conveyed, and confirmed, and by these presents does grant bargain, sell, convey and confirm unto the said Grantee,

See Attached "Exhibit A"

Property address: 3957 Marquette Way NW  
Kennesaw GA 30144

Parcel ID: 20006502660



This property is conveyed subject to all restrictions and easements of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under said Grantor.

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

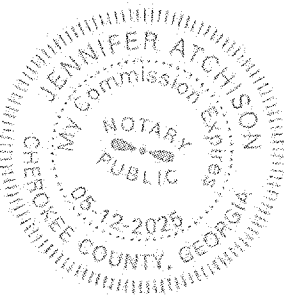
Signed, sealed and delivered in the presence of:

*Matthew P. Patten*  
Unofficial Witness

*Theresa P. Kalven* (SEAL)  
**THERESA P. KALVEN**

*Jill A.*  
Notary Public

My Commission expires: May 12, 2025  
[Notary Seal]





**EXHIBIT "A"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 65 OF THE 20<sup>TH</sup> DISTRICT, 2<sup>ND</sup> SECTION OF COBB COUNTY, GEORGIA, BEING LOT 123 OF MADISON BEING LEGACY PARK SUBDIVISION, POD I, PHASE III, AS PER PLAT RECORDED IN PLAT BOOK 191, PAGE 57, RECORDS OF COBB COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

SUBJECT TO RESTRICTIVE COVENANTS AND GENERAL UTILITY EASEMENTS OF RECORD.

*The preparer of this document has not provided a title search, an examination of the legal description, an opinion on title or advice on the tax, legal or non-legal consequences that may arise as a result of the conveyance. Further such preparer has not verified the legal existence or authority of any person who may have executed the document. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.*