



## AMENDMENT TO ADDRESS CONCERNS WITH PROPERTY AMENDMENT #1 \_\_\_\_\_

[TO BE USED ONLY IF CONTRACT IS SUBJECT TO A DUE DILIGENCE PERIOD]

Date: February 2, 2020



2020 Printing

**Whereas**, the undersigned parties have entered into a certain Agreement between \_\_\_\_\_  
Robert N. Levinson, Charlene M. Levinson ("Buyer") and Martha Hauser \_\_\_\_\_ ("Seller"), with  
a Binding Agreement Date of 1/26/2020 \_\_\_\_\_ for the purchase and sale of real property located at:  
2296 Littlebrooke Way \_\_\_\_\_, Dunwoody \_\_\_\_\_, Georgia  
30338-3190 \_\_\_\_\_ ("Agreement").

**Whereas**, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so. This Amendment shall become effective on the date when the party who has accepted the Amendment delivers notice of that acceptance to the party who proposed the Amendment in accordance with the Notice section of the Agreement.

This Amendment is intended to set forth the agreement of the parties relative to concerns raised by Buyer during the Due Diligence Period. If this Amendment does not become effective during the Due Diligence Period, it shall become null and void and of no legal force and effect.

In consideration of Seller agreeing to address certain concerns of Buyer with Property, all parties agree that if this Amendment is signed by Buyer and Seller and delivered to both parties, the remainder of Buyer's Due Diligence Period  shall OR  shall not terminate.

Now therefore, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify and amend the Agreement to address the following concerns existing with the Property and for such other purposes as are set forth below:

[The following language is furnished by the parties and is particular to this transaction]

Seller agrees to repair/replace the following items identified by the inspector in the attached report as needing repair or replacement. Repairs to be complete no later than 5 days before closing and receipts provided to buyers agent at that time.

#5 - Building Envelope - Left side abandoned dryer vent. Secure loose vent hood and seal to the siding to avoid moisture and insect intrusion.

#6 - Service Entrance - The water pressure tested excessive at over 80 PSI (120+PSI) Adjust/Replace the pressure regulator valve to correct between 40-80 PSI

#7 - Plumbing - No expansion devise found on water heater as required. Have a licensed plumber repair/install one

#8 - Water Heater - A bleeder valve is missing and is required for temp and pressure discharge drain lines. Have a licensed plumber repair/install valve

#9 - Electrical Panel - The neutral (white wires) are doubled under the same lugs inside the panel which is prohibited. Have an electrician correct this for safety

#10 - Fixtures - Inoperable light noted in kitchen bar cabinet. Replace bulbs and verify the fixture is operational

#11 - Air Conditioner - The condensation drain line terminates next to the building which will release a considerable amount of water next to the foundation. Have the drain line replaced as it needs to extend to terminate at least 3 feet from foundation and beyond A/C condensation units

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ DEBBIE G SONENSHINE \_\_\_\_\_ 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.

#13 Attic - Signs of past rodent activity was noted in the attic. If a previous wildlife exclusion has been done to correct this please provide documentation. If not, then have the attic evaluated by a professional wildlife exclusion company and treated as necessary to remove and exclude wildlife

#14 - Windows - Many windows are sticking due to paint. Have all windows fixed to return to normal operation as a means of emergency egress

#15 - Bonus Room - Window sash is stuck in partially open position and unable to lock/latch properly. Have this corrected by a qualified contractor/handy man

#17 - All Toilets - Needs to be sealed between the base and floor as required by plumbing code

#18 & #19 - Sinks Master Bath - Loose faucet valves need to be secured to the sink to prevent stress on supply lines. Loose faucet valve handles also need to be repaired. Have repaired by a qualified plumber/handyman

#20 - Shower - Both 2nd floor Baths - Shower diverter does not seal completely when engaged resulting in weaker flow. Have corrected by a qualified plumber/handyman

#21 - 2nd floor right bath -Tub/Shower - reversed hot & cold on tub/shower valve. Correct as required for hot to be on the left position. Have repaired by a qualified plumber/handyman

#22 - Master Bath - Loose shower door handle. Have repaired by a qualified plumber/handyman

Additional pages are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

DocuSigned by:

ROBERT N LEVINSON

1 Buyer's Signature

1 Seller's Signature

DocuSigned by:

Charlene M, Levinson

2 Buyer's Signature

2 Seller's Signature

Additional Signature Page (F267) is attached.

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Coldwell Banker Residential Brokerage

Selling Brokerage Firm

Keller Williams Realty Atl Perimeter

Listing Brokerage Firm

DocuSigned by:

Debbie Sorensline

Broker/Affiliated Licensee Signature

Broker/Affiliated Licensee Signature

Atlanta REALTORS® Association

REALTOR® Membership

Atlanta Realtors Association

REALTOR® Membership

**Acceptance Date.** The above Amendment is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_m. on the date of \_\_\_\_\_, ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.



**BPG Inspection Services**



Client(s): Levinson  
Inspection Date: 1/31/2020  
Inspector: Kevin Carey ,

Thank you for choosing BPG for your property inspection. We value your business and are available should you have any follow-up questions regarding your report.

This report represents our professional opinion regarding conditions of the property as they existed on the day of our inspection. We adhere to the Standards of Practices as outlined in our Inspection Agreement.

Your **INSPECTION REPORT** includes three sections: **1) Key Findings, 2) Property Information, and 3) Inspection Agreement**. It is important to evaluate all three sections in order to fully understand the property and general conditions. The following definitions may be helpful in reviewing your reports.

 Action Items may include:

- Items that are no longer functioning as intended
- Conditions that present safety issues
- Items or conditions that may require repair, replacement, or further evaluation by a specialist
- Items that were inaccessible

 Consideration Items may include:

- Conditions that may require repair due to normal wear and the passage of time.
- Conditions that have not significantly affected usability or function- but may if left unattended.

### **SECTION I. KEY FINDINGS**

This section is designed to summarize the findings and conditions that may require your immediate attention. Typically, the Key Findings Summary is used to help prioritize issues with other parties involved in the real estate transaction. *It is important to review carefully all sections of your report and not rely solely on the Key Findings summary.*

### **SECTION II. PROPERTY INFORMATION**

This section contains our detailed findings on all items inspected. Component locations, system types and details, maintenance tips, and other general information about the property will be included as appropriate.

### **SECTION III. INSPECTION AGREEMENT**

This section details the scope of the inspection. BY ACCEPTANCE OF OUR INSPECTION REPORT, YOU ARE AGREEING TO THE TERMS OF OUR INSPECTION AGREEMENT. A copy of this agreement was made available immediately after scheduling your inspection and prior to the beginning of your inspection. In addition, a copy is included on our website with your final inspection report.

**To retrieve your full PROPERTY INSPECTION REPORT (all 3 sections) from our Web site:**

- Point your web browser to <http://www.bpginspections.com>
- Click on **View Your Inspection Report**
- Enter the **Report Id** and **Client Last Name** (shown below)
  - Report Id: 796124
  - Client's Last Name: Levinson
- Follow the instructions to either view the report online or download it to your computer.

Again, thank you for selecting us as your inspection company. Please contact our Customer Service Center at 800-285-3001 should you have any questions about your reports or desire additional assistance.

## Action Items

### Client Advice

#### Comments

- ☒ 1. **SAFETY/HEALTH:** Any defect, component or system that has a possibility of inflicting personal injury or affecting the health and well being of anyone in a family including children or the elderly. Although some of these items may be grandfathered in under current building code due to period of time the home was built therefore not requiring that the change or repair be completed. It is important that you are aware of the items and the current code revisions. All safety defects have a high priority of repair.

**MAJOR DEFECT:** A list of items that if corrected could likely have estimated repair costs over \$500.

Many of the items should be addressed to avoid more costly repairs in the future. There are still other minor defects listed that are necessary to correct even though repair costs are less.

All defects should be repaired.

**SERVICE/REPAIR:** Includes any system, device, appliance or condition that requires action to return it to normal condition or operation. Generally estimated repair costs range between \$50.00 and \$500.00

- ☒ 2. **GENERAL NOTE:** It is recommended that key findings and the components / systems related to these findings be evaluated/inspected and repaired as needed by licensed contractors/professionals prior to closing. Further evaluation prior to closing is recommended so that a properly licensed professional can evaluate the concerns further and inspect the remainder of the system or related component for additional concerns that may be outside our area of expertise or the scope of the ASHI standards of practice.

- ☒ 3. Kevin Carey

404-272-1092

kcarey@bpgwi.com

ASHI # 252198

### Structure

#### Crawlspace - Access

- ☒ 4. **SERVICE/REPAIR:** Loose hinge noted. Have repaired to allow for proper use of the door. Location: **Crawlspace door**

## Action Items

### Structure



Loose hinge noted.

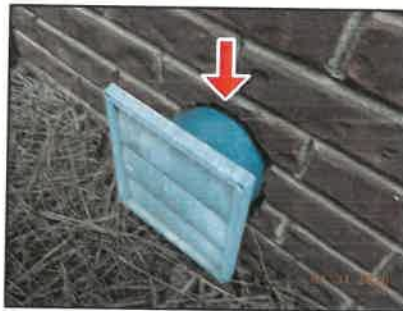
### Exterior

#### Building Envelope

- ❌ 5. **SERVICE / REPAIR:** Vent hood found loose and not sealed to the wall surface. Secure loose hood and seal to siding avoid moisture and insect intrusion to framing cavity. Location: **Left side-abandoned dryer vent and kitchen exhaust vent**



Vent hood found loose and not sealed to the wall surface.



Vent hood found loose and not sealed to the wall surface.

### Plumbing

#### Service Entrance

- ❌ 6. **SERVICE / REPAIR:** The water pressure tested at over 80 PSI. This is considered excessive. Adjustment/ replacement of the pressure regulator valve (PRV) is necessary. Correct to have between 40 and 80 PSI. The water pressure was recorded at 120+ PSI



The water pressure was recorded at 120+ PSI



Adjustment/replacement of the pressure regulator valve (PRV) is necessary.

#### Water Heater - Condition

## Action Items

### Plumbing

- ❌ 7. **SERVICE / REPAIR:** No expansion device found. To relieve internal plumbing supply pressure during water heating process, a thermal expansion tank or valve is required with the water heater. (mandatory for all closed city water systems). Most all of Georgia implemented in June 1998. The water heater was installed after this requirement was implemented and an expansion device should have been installed. Recommend a licensed plumber inspect further and repair as necessary.



No expansion device found.

### Water Heater - Safety

- ❌ 8. **SERVICE / REPAIR:** A bleeder valve is required for temperature and pressure discharge drain lines that are not installed to a gravity drain. This prevents standing water on the safety device which could become rusted stuck, rendering it ineffective. Recommend a licensed plumber inspect further and repair as necessary.



Missing bleeder valve noted.

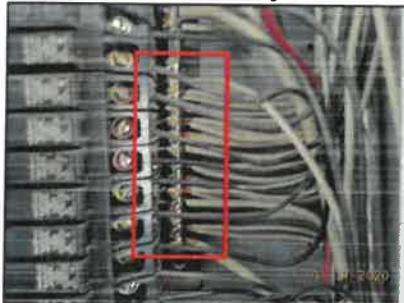


Missing bleeder valve noted.

### Electrical

#### Panel Interior

- ❌ 9. **SAFETY / HEALTH:** The neutral (white) wires are doubled under the same lugs inside the electrical panel. Although the manufacturer of this panel may allow the doubling of ground wires, the doubling of neutral wires is prohibited in most cases due to potential for loose contact. Would recommend having reviewed and corrected by an electrician for safety.



The neutral (white) wires are doubled under the same lugs

## Action Items

### Electrical

#### Fixtures

- ❌ 10. **SERVICE / REPAIR:** Inoperable light noted. Replace bulbs and verify that the fixture is operational. If not, consult an electrician for repairs. Location: **Kitchen bar cabinet**



Inoperable light noted.

### Heating and Cooling

#### Air Conditioner

- ❌ 11. **SERVICE / REPAIR:** The condensation drain line terminates next to the building. This will release a considerable amount of water next to the foundation. Recommend the drain line be extended to terminate at least three feet from the foundation and beyond the A/C condensation units. This is also to reduce conducive conditions for termites.



The condensation drain line terminates next to the building.

### Attic

#### Attic Access

- ❌ 12. **SERVICE / REPAIR:** Attic pull down stair is not substantially weather tight when closed. Have the unit modified (weather stripped / insulated) as necessary to control energy loss. One option is to provide an insulated cover that fits over the stairs when retracted to reduce heat loss in the winter.



## Action Items

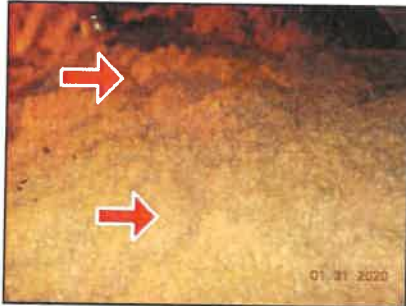
### Attic



Attic pull down stair is not substantially weather tight when closed.

#### Comments

- ☒ 13. **SERVICE / REPAIR:** Signs of past rodent activity noted in the attic. Tunnels and trails through the insulation. Recommend further evaluation and service performed by a qualified pest control contractor, if it hasn't been done recently.



Tunnels and trails through the insulation.

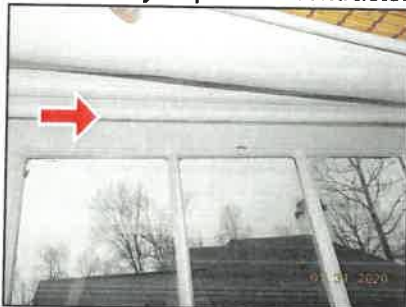


Tunnels and trails through the insulation.

### Interiors

#### Windows

- ☒ 14. **SERVICE / REPAIR:** Paint causes many windows to stick and they should be modified to open normally for the average person. At least one window in each sleeping room must be operable as a means of emergency egress. Recommend having all windows returned to normal operation.
- ☒ 15. **SERVICE / REPAIR:** Top sash is stuck in a partially open position and unable to be locked/latched properly. Have corrected by a qualified contractor/handy man. Location: **Bonus room-both windows**



Top sash is stuck in a partially open position

## Action Items

### Interiors

- ❌ 16. **SERVICE / REPAIR:** Broken/missing shutter magnets noted. Have replaced to allow for proper closing of the window shutters. Locations; **Throughout the house.**



Broken/missing shutter magnets noted.

### Bathrooms

#### Toilets

- ❌ 17. **SERVICE / REPAIR:** Toilet should be sealed between the base and floor as required. This helps protect below the unit from contaminants and better holds the unit in place to avoid rotating. The plumbing code also requires caulking fixtures to their mounted surfaces. Location: **All toilets** Note: Recommend using clear caulk on darker floor surfaces



Toilet should be sealed between the base and floor

#### Sinks

- ❌ 18. **SERVICE / REPAIR:** Loose faucet valves noted. Have secured to the sink to prevent stress on the supply lines. Location: **Master bathroom:right sink-cold valve, left sink-hot valve.**



Loose faucet valves noted.



Loose faucet valves noted.

- ❌ 19. **SERVICE / REPAIR:** Loose faucet valve handles noted. Recommend having repaired by a qualified plumber/handy man. Location: **Master bathroom**

## Action Items

### Bathrooms



Loose faucet valve handles noted.



Loose faucet valve handles noted.

### Shower

- ❌ 20. **SERVICE / REPAIR:** Shower diverter does not seal completely when engaged. This will result in a weaker flow to the shower head. Recommend correct to prevent water loss and allow normal use of shower. Location: **Both 2nd floor bathrooms**



Shower diverter does not seal completely when engaged.



Shower diverter does not seal completely when engaged.

- ❌ 21. **SAFETY / HEALTH:** Reversed hot and cold plumbing noted at the tub/shower valve. This can result in scalding if unfamiliar with this condition. Recommend correct as required for hot to be on the left position. Location; **2nd floor-right bathroom**



Reversed hot and cold plumbing noted at the tub/shower valve.

- ❌ 22. **SERVICE / REPAIR:** Loose shower door handle noted. Have repaired by a qualified contractor. Location; Master bathroom

# Action Items

## Bathrooms



Loose shower door handle noted.