
LIMITED SERVICE LISTING AGREEMENT

Home Listing Monster

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This Limited Service Listing Agreement is between Billie Eugene Hester and Susan Hester (Seller) and Home Listing Monster ("HLM") (Broker).

1. **AUTHORITY TO LIST PROPERTY:** Seller hereby appoints HLM as Seller's exclusive Broker limited to listing the Property as described below, at the price described below, beginning the 7th day of April, 2015 and terminating at 11:59 P.M. the 7th day of October, 2015 (Termination Date: 6 months if left blank). Seller certifies that Seller is legally entitled to convey the Property and all improvements.

2. **DESCRIPTION OF PROPERTY** (the "Property"): Real Property 2261 Chimney Springs Driv, Marietta, Georgia 30062. Legal Description: Legal Description All personal property (i.e. Refrigerator, Dishwasher, Stove) to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Agreement entered into between Seller and Buyer and shall be transferred free of any liens. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.

3. **PRICE & TERMS:** The Property is offered for sale on the following terms: Price: \$449000 Financing Terms: Conventional, Other

4. **BROKER COMPENSATION:** (a) Seller has already paid HLM a listing fee, and no other fees are due to list the property. The listing fee is earned upon the execution of this agreement by Seller.

(b) Seller authorizes Broker to make an offer of compensation (the "Cooperating Commission") of .01% of the purchase price to all participating brokers (and their agents) in the MLS ("Cooperating Brokers"). Seller agrees to pay the Cooperating Commission when a Cooperating Broker represents and introduces the Property to a ready, willing and able buyer who purchases of Property. The Cooperating Commission shall be paid at closing. Seller understands Property will not be entered in their local MLS.

5. **BROKER OBLIGATIONS & AUTHORITY:** Seller authorizes Broker to a) advertise the Property as Broker deems advisable including advertising the Property on the Internet, b) to place the Property in the Multiple Listing Service (MLS), to offer compensation to cooperating brokers, and c) to report to the MLS/Association of Realtors this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors to use, license or

sell the active listing and sold data. d) Broker shall act as a Nonrepresentative. e) Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW") An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOW's. Anyone who registers on a VOW may gain access to such automated valuation or comments and reviews about a property displayed on a VOW. A VOW may display automated valuations or comments/review (blogs) about this Property. Seller authorizes the use of their listing including the property address, automated valuation, and blogging features on publicly accessible internet sites, including but not limited to all Broker IDX sites, advertising sites, realtor.com, and Virtual Office Websites. Broker shall allow Seller to make up to two changes (excluding price or status changes) during the term of this listing. After two changes, HLM reserves the right to charge a service fee of \$25 per change.

6. SELLER'S OBLIGATIONS: (a) Seller shall indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, nondisclosure, concealment, actions or inactions, nonperformance or breach of any contract for sale or breach of this agreement,(2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title. This indemnity shall further include, without limitation, the inaccuracy or incompleteness of any information provided by Seller for listing on the MLS and any fair housing violations due to Seller's advertising. Seller is solely responsible for any complaints made by a buyer or prospective buyer before or after possession of the Property with respect to any defects in the Property.

(b) Seller shall make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or know by the buyer. Seller represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.). Seller will immediately inform Broker of any material facts that arise after signing this Agreement. Seller agrees to indemnify and hold HLM harmless for any violation of any ordinance, regulation, and statute of law regarding Sellers disclosure obligations.

(c) Seller shall provide HLM with all the Property information requested and represents that said information is true and accurate to the best of Sellers knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to HLM. Seller understands that HLM does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information.

(d) Seller shall review the final listing on Realtor.com and will notify Broker immediately of any inaccuracies. The listing will be deemed approved by the Seller 24 hours after the listing is entered if Broker has not received an affirmative approval.

(e) Seller agrees to be responsible for any fines assessed by the MLS for failures of their obligations herein that result in MLS infractions. Seller will be notified of the infraction and fines will be charged to the Seller. Seller agrees to notify Broker, within 48 hours, in the event of any of the following: 1) Seller enters into a contract to sell the property (must provide a fully executed copy of the contract as well); 2) The contract for sale is terminated; 3) All contingencies are removed from the contract for sale (i.e. financing, inspection etc.); 4) Seller decides not to sell property; 5) Closing or settlement. Upon the sale of the Property, Seller agrees to deliver to Broker, the following documents or information: (1) Copy of HUD-1 settlement statement or closing statement (2) Copy of Sales Contract including all addenda and amendments, if any, and written verification by the escrow agent that all required deposit(s) have been paid, (3) Seller's new address. These requirements are mandated by state licensing laws and MLS rules and regulations to which the Listing Broker must adhere. Seller may not terminate this Agreement while the Property is under contract. If this agreement expires while the property is under contract Seller must comply with the above.

7. HLM SHALL NOT BE AN ESCROWEE: Other than the service fee paid by Seller for the HLM services, Seller shall not tender to HLM or any Broker/Agent employed by HLM, at any time, any money for deposit or to hold on Sellers or Buyer's behalf. HLM Broker/Agent employees are expressly prohibited from accepting any money from Seller. Seller shall not execute a sales contract that stipulates or requires HLM to hold earnest money or a possession escrow.

8. RULES AND REGULATIONS: Seller is bound by all rules and regulations of the MLS for their respective property, and the rules and regulations are considered incorporated in to this agreement.

9. ENTIRE AGREEMENT: This Agreement contains all covenants between the parties and may only be modified by writing signed by all parties hereto. There are no oral representations made that are not contained herein and no oral modifications of this Agreement are allowed.

10. ASSIGNMENT: This Agreement may not be assigned by the Seller without the express written consent of HLM.

11. BINDING: This Agreement shall be binding upon the parties hereto and respective heirs, personal representatives, successors and assigns.

12. PRIOR AGREEMENTS: This Agreement supersedes all other Agreements entered into between the parties and in the event there is a conflict between this Agreement and any other Agreement between the parties hereto the terms and provisions of this Agreement shall control and be binding upon the parties.

13. NO GUARANTEE OF SALE OF PROPERTY: Seller understands that this Agreement does not guarantee the sale of the Property.

14. **LIMITATION OF BROKER'S LIABILITY:** Seller agrees that the limit of HLM's liability under this Agreement and/or related to HLM's performance of the services mentioned herein is strictly limited to the service fee paid to HLM by Seller and no more.

15. **TERMINATION OF AGREEMENT:** There is no termination fee in the event the seller decides to withdraw their Property from the market by giving written notice to HLM at any time there is not then a contract pending on the Property involving a buyer who was procured by a participating licensed real estate agent. A refund will only be provided if the listing is cancelled before the property listing is entered into the Multiple Listing Service (MLS) or in the event that HLM does not accept this agreement. Seller will be provided a copy of the MLS Listing. Broker reserves the right to terminate this agreement at any time, at Broker's sole discretion. Termination by Broker does not absolve Seller from paying any commissions due a cooperating broker under the terms of this agreement.

16. **ATTORNEYS FEES & COSTS:** If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its reasonable attorney's fees and litigation costs, including appellate attorney's fees & costs by the non prevailing party.

17. **SELLERS ACKNOWLEDGMENT OF HLM'S LIMITED DUTIES:** This Agreement creates an Exclusive Agreement to market through the MLS Seller's Property and limits the performance requirements of HLM as set forth herein. HLM is not representing Seller as a full service Real Estate Agency but rather has limited obligations to Seller. HLM has no obligation to prepare or negotiate, on Sellers behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Seller waives any claim or cause of action it may have against HLM, its owners, agents and employees arising as a result of any act or omission of HLM. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Sellers offer for sale and sale of the Property. Seller does not waive any rights guaranteed by the regulations and statutes of the State which cannot be voluntarily waived. HLM may provide Sellers address and telephone number in the MLS and all affiliated web sites.



Street Number	2261
Street Name	Chimney Springs Driv
Zip Code	30062
Zip Code (Last 4 Digits)	
City	Marietta
State	Georgia
County	Cobb
Zoning Information	Res
Style	Pool Only
Type of Property	Single Family
Development Name	
Subdivision Name	Chimney Springs Drive
Pets Allowed	Yes
Pet Restrictions	None
Restrictions	Ok To Lease With Res
Housing-Older Persons Act	No HOPA
Subdivision Information	Clubhouse
Subdivision Information	Maintained Community
Subdivision Information	Mandatory Hoa
Subdivision Information	Picnic Area
Subdivision Information	Community Pool
Subdivision Information	Street Lights
Subdivision Information	Community Tennis Courts
Subdivision Information	Underground Utilities
Model Name	
SqFt Liv Area	2992
Approx. Sqft Total Area	3100
Year Built	1978
Year Built Description	New Construction
Convertible Bedroom	Office can be a bedroom



#Beds	4
#FBaths	3
#Garage Spaces	2
Garage Description	Attached
#Carport Spaces	
Design Description	Two Story
Design Description	Substantially Remodeled
Construction Type	Slab Construction
Construction Type	Wood Siding
Roof Description	Shingle Roof
Manufactured Home Size	
Serial Number	
Brand Name	
Waterfront Frontage	
Front Exposure	East
Parking Description	Driveway
Parking Restrictions	No Rv/Boats
Approximate Lot Size	3/4 acre
Lot Size in Square Feet.	
Lot Description	Corner Lot
Waterfront Property (Y/N)	No
View	None
Water Access	None
Design	Detached
Pool	Yes
Pool Description	Automatic Chlorination
Pool Description	Below Ground Pool
Pool Description	Solar Heated
Pool Description	Vinyl
Pool Dimensions	

Spa	
Exterior Features	Fence
Exterior Features	Exterior Lighting
Exterior Features	Open Balcony
Exterior Features	Patio
Exterior Features	Shed
SqFt L.A. of Guest House	
Floor Description	Carpet Floors
Floor Description	Tile Floors
Floor Description	Wood Floors
Dining Description	Formal Dining
Rooms Description	Attic
Rooms Description	Den/Library/Office
Rooms Description	Great Room
Rooms Description	Media Room
Rooms Description	Storage Room
Rooms Description	Utility Room/Laundry
Bedroom Description	Entry Level
Bedroom Description	Sitting Area - Master Bedroom
Bedroom Description	Master Bedroom Upstairs
#Ceiling Fans	6
Interior Features	First Floor Entry
Interior Features	Built-Ins
Interior Features	Fireplace
Interior Features	Foyer Entry
Interior Features	Fireplace-Decorative
Interior Features	French Doors
Interior Features	Handicap Accessible
Interior Features	Pantry
Interior Features	Pull Down Stairs

Interior Features	Vaulted Ceilings
Interior Features	Walk-In Closets
Living Room Dimensions	21x17
Dining Room Dimensions	12x13
Dining Area Dimensions	
Kitchen Dimensions	11x21
Family Room Dimensions	
Sunroom Dimensions	
Porch Dimensions	
Master Bedroom Dimensions	15x21
2nd Bedroom Dimensions	12x13
3rd Bedroom Dimensions	15x11
4th Bedroom Dimensions	13x16
5th Bedroom Dimensions	
Den Dimensions	
Patio/Balcony Dimensions	
Utility Room Dimension	
Master Bathroom Description	Dual Sinks
Master Bathroom Description	Separate Tub & Shower
Master Bathroom Description	Whirlpool/Spa
Equipment/Appliances	Automatic Garage Door Opener
Equipment/Appliances	Dishwasher
Equipment/Appliances	Disposal
Equipment/Appliances	Dryer
Equipment/Appliances	Gas Water Heater
Equipment/Appliances	Washer/Dryer Hookup
Equipment/Appliances	Microwave
Equipment/Appliances	Natural Gas
Equipment/Appliances	Electric Range
Equipment/Appliances	Refrigerator

Equipment/Appliances	Self Cleaning Oven
Equipment/Appliances	Smoke Detector
Equipment/Appliances	Wall Oven
Equipment/Appliances	Washer
Windows/Treatment	Blinds/Shades
Windows/Treatment	Casement
Windows/Treatment	Plantation Shutters
Windows/Treatment	Sliding
Windows/Treatment	Thermal Windows
Heating Description	Gas Heat
Sprinkler Description	Auto Sprinkler
Cooling Description	Ceiling Fans
Cooling Description	Electric Cooling
Cooling Description	Paddle Fans
Cable Available	Yes
Water Description	Municipal Water
Sewer Description	Municipal Sewer
Maintenance Fee Includes	Recreation Facilities
Short Sale	No
List Price	449000
Terms Considered	Conventional
Terms Considered	Other
Assumable	No
Membership Purch Rqd	No
Membership Purchase Fee	
Type of Association	Homeowners
Association Fee	270
Assoc Fee Paid Per	Semi-Annually
Tax Amount	879
Tax Year	2014

Property Tax Information	Tax Reflects County Only Tax
Property Tax Information	Tax Reflects Other Tax Exemption
Possession Information	Negotiable
Owner's Name	Billie Hester
Owner's Phone	678 402-5283
Occupancy Information	Owner Occupied

Property Description / Important Features

An updated, 2 story open plan home. This house sits on a gorgeous corner lot with a pool in Chimney Springs subdivision. The pool area is private and very much a continuation of the house. This house has had many updates and lots of extras. There is so much charm and easy living in this home. Besides all the cosmetic upgrades, all the windows were replaced to be more energy efficient along with extensive insulation and heat barrier. Crown moldings, recessed lighting, tile and hardwood floors plus new carpet in secondary bedrooms upstairs and office. The kitchen has also been completely remodeled.

Special Text

One of the best neighborhoods in East Cobb. Great amenities include clubhouse, pool, stocked lake, walking trails, playground & 8 lighted tennis courts

Fading Tagline Top schools, Tritt Elementary, Hightower and Pope

Uploaded Photos











By signing below you affirm the listing information contained above is complete and accurate.

Billie E. Hester

Owner Signature

April 7th, 2015

Date

Susan P. Hester
Co-Owner Signature

April 7th, 2015
Date