



SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT " A "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: 59 Players Lane _____, Georgia, 30643 _____). 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, unless the "yes" answer is self-evident;
- (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.

		YES	NO
1. GENERAL:			
(a)	What year was the main residential dwelling constructed? <u>2007</u>		
(b)	Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		
(c)	Is the Property or any portion thereof leased?		✓
(d)	Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		✓
EXPLANATION:			

		YES	NO
2. COVENANTS, FEES, and ASSESSMENTS:			
(a)	Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?	✓	
(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 FEES, DISCLOSURES AND RELATED ISSUES" GAR F322.	✓	
EXPLANATION:			

		YES	NO
3. LEAD-BASED PAINT:			
(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 F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.		✓

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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?		✓
(b)	Have any structural reinforcements or supports been added?		✓
(c)	Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		✓
(d)	Has any work been done where a required building permit was not obtained?		✓
(e)	Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f)	Have any notices alleging such violations been received?		✓
(g)	Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h)	Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓
EXPLANATION:			

5. SYSTEMS and COMPONENTS:		YES	NO
(a)	Approximate age of HVAC system(s): <u>11</u> years		
(b)	Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?	✓	
(c)	Is any portion of the heating and cooling system in need of repair or replacement?		✓
(d)	Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(e)	Are any fireplaces decorative only or in need of repair?		✓
(f)	Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓
EXPLANATION:			

6. SEWER/PLUMBING RELATED ITEMS:		YES	NO
(a)	What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" 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?	✓	
(c)	What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" 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>7</u>		
(e)	Is the main dwelling served by a sewage pump?		✓
(f)	Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <u>Repaired Septic 1/2 yrs ago</u>	✓	
(g)	Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		✓
(h)	Is there presently any polybutylene plumbing, other than the primary service line?		✓
(i)	Has there ever been any damage from a frozen water line, spigot, or fixture?		✓
EXPLANATION:			

7. ROOFS, GUTTERS, and DOWNSPOUTS:		YES	NO
(a)	Approximate age of roof on main dwelling: <u>11</u> years.		
(b)	Has any part of the roof been repaired during Seller's ownership?		✓
(c)	Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		✓
EXPLANATION:			

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 or damage therefrom?		✓
(b)	Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		✓
(c)	Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		✓
(d)	Has there ever been any flooding?		✓
(e)	Are there any streams that do not flow year round or underground springs?		✓
(f)	Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		✓
EXPLANATION:			

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)?		✓
(b)	Is there now or has there ever been any visible soil settlement or movement?		✓
(c)	Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓
(d)	Do any of the improvements encroach onto a neighboring property?		✓
EXPLANATION:			

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?		✓
(b)	Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	✓	
If yes, is it transferable? <u>Yes</u> What is the cost? \$ <u>1300.00</u>			
If yes, company name/contact: <u>Terminix</u>			
Coverage: <input checked="" type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only			
Expiration Date <u>2-1-20</u> Renewal Date <u>2-1-19</u>			
(c)	Is there a cost to maintain the bond, warranty or service contract?	✓	
If yes, what is the annual cost? \$ <u>1200.00</u>			
EXPLANATION:			

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:		YES	NO
(a)	Are there any underground tanks or toxic or hazardous substances such as asbestos?		<input checked="" type="checkbox"/>
(b)	Has Methamphetamine ("Meth") ever been produced on the Property?		<input checked="" type="checkbox"/>
(c)	Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
(b)	Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		<input checked="" type="checkbox"/>
(c)	Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		<input checked="" type="checkbox"/>
(d)	During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		<input checked="" type="checkbox"/>
(e)	Is the Property subject to a threatened or pending condemnation action?		<input checked="" type="checkbox"/>
(f)	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?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
<p>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.</p>			

ADDITIONAL EXPLANATIONS (if needed):

[Empty rectangular area for additional explanations]

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. Items identified as remaining with the Property shall mean those specific items as they existed in the Property as of the Binding Agreement Date. No such item shall be removed from the Property unless it is broken or destroyed. In such an event, 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.

Appliances

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- 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
- 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

- 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
- Window Screens

Systems

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- 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

- _____
- _____
- _____
- _____
- _____

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.

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

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

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

Katherine J Lennon
1 Seller's Signature

KATHERINE JOYCE LENNON
Print or Type Name

1-14-19
Date

X

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

511
2-14-05

RECORDS SECTION
HART COUNTY, GEORGIA
JUNE 11, 2005
MICHAEL J. SMITH
SURVEYOR

Return to:
Law Office of
GANEK, WRIGHT & DOBKIN, P.C.
1735 NORTH BROWN ROAD
SUITE 150
LAWRENCEVILLE, GA 30043
PHONE: (678) 376-8008
FAX: (678) 376-2292

Abstract
Paid \$203.00
2-14-05
Carolyn Williams

HM050035
WARRANTY DEED

STATE OF GEORGIA COUNTY OF GWINNETT

THIS INDENTURE, made the 28th day of January, in the year 2005, between JAMES M. RUTHERFORD, SR. of the County of HART, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and KATHERINE JOYCE LENNON 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1119TH GMD, HART COUNTY, GEORGIA, BEING LOT 8, MATTIE'S ORCHARD SUBDIVISION, LYING OFF OF COUNTY ROAD NO. 270, MORE PARTICULARLY DESCRIBED ON PLAT OF SURVEY FOR MATTIE'S ORCHARD SUBDIVISION PREPARED BY MORELAND ALTABELI, AS CERTIFIED BY MICHAEL J. SMITH, GA REGISTERED SURVEYOR, DATED June 6, 2001, RECORDED IN PLAT BOOK 2J, HART COUNTY RECORDS, WHICH PLAT IS HEREBY INCORPORATED BY REFERENCE THERETO AND MADE A PART OF THIS DESCRIPTION.

THERE IS FURTHER CONVEYED: A NON-EXCLUSIVE, PERPETUAL RIGHT OF INGRESS AND EGRESS TO AND ALONG THE 60 FOOT RIGHT OF WAY ROAD AS SHOWN ON ABOVE DESCRIBED PLAT LEADING FROM COUNTY ROAD NO. 270 TO THE ABOVE DESCRIBED LOT FOR PURPOSE OF INGRESS AND EGRESS.

THE ABOVE DESCRIBED PROPERTY IS FURTHER CONVEYED SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MATTIE'S ORCHARD HOMEOWNER'S ASSOCIATION, RECORDED IN THE HART COUNTY DEED RECORDS AND BY ACCEPTANCE OF THIS CONVEYANCE GRANTEE ASSENTS TO AND AGREES TO SUCH COVENANTS, RESTRICTIONS AND CONDITIONS AND IS CONDITIONED UPON GRANTEE BECOMING A MEMBER OF THE MATTIE'S ORCHARD HOMEOWNER'S ASSOCIATION, A GEORGIA NON-PROFIT CORPORATION ORGANIZED FOR THE PURPOSE OF PROTECTING THE INTERESTS OF PROPERTY OWNERS IN MATTIE'S ORCHARD AND ACCEPTS MEMBERSHIP TO SAID ASSOCIATION AND ALL OF THE ACCOMPANYING OBLIGATIONS AND RESPONSIBILITIES ARISING THEREFROM.

This conveyance is made subject to the following:

1. State and county ad valorem real property taxes and assessments for 2005 not yet due and payable and subsequent years.
2. All easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only property 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 whomsoever.

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

Signed, sealed and delivered this 28th day of January, 2005, in the presence of:

[Signature]
Witness

[Signature] (SEAL)
JAMES M. RUTHERFORD, SR.

[Signature]
Notary Public

_____ (SEAL)

My Commission Expires:

W:\FORMS\WARRANTY.FRM





FORT REALTY

COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES ("DISCLOSURE") EXHIBIT " B "



2019 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 59 Players Lane _____ Hartwell Georgia 30643 ("Property").

1. Directions for Filling Out This Disclosure. Seller agrees to fill out this Disclosure accurately and completely to the best of Seller's knowledge and to promptly update and provide Buyer with a revised copy of this Disclosure up until Closing if new information is learned by Seller which materially changes the answers herein.

2. General Disclosures. Seller hereby discloses the following to the Buyer:

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become or have the right to become a member in the following type of community association ("Association"):

[Select all which apply. The section not checked shall not be a part of this Exhibit.]

- Mandatory Membership Condominium Association
Mandatory Membership Homeowners Association
Voluntary Membership Homeowners Association

B. IF PROPERTY IS A CONDOMINIUM UNIT.

If the Property is a condominium unit, the number of units in the condominium is as follows: _____

C. AGE RESTRICTIONS.

The Association in which the Property is located is OR is not age restricted? If the Community is age restricted, occupancy is limited as follows:

- At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older ("Over 55 Exemption")
All units are occupied by persons 62 or older ("62 and Older Exemption")

D. EXISTENCE OF MASTER ASSOCIATION.

In addition to the Association referenced above, there is OR is not a master association of which Buyer shall become a member or in which the Association is already a member.

E. CONTACT INFORMATION FOR ASSOCIATION:

Name of Association(s): Matties Orchard Homeowners Assoc
Contact Person / Title: Barbara Connor / Treasurer
Property Management Company: None
Telephone Number: 770-746-573-268-9609
E-mail Address: BarbaraConnor090@gmail.com
Mailing Address: 34 Players Lane, Hartwell Ga
Website Address of Association: MattiesOrchardHomeownersAssoc

3. Information Regarding Who Pays Different Fees.

A. DISCLOSURE REGARDING FEES.

Owners living in a mandatory membership community association have to pay certain ongoing fees, charges and assessments (collectively "Fees") to the association. Fee 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 in living in a community with a mandatory membership association.

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B. AMOUNTS TO BE PAID BY SELLER.

- i. **ACCOUNT STATEMENT OR CLEARANCE LETTER:** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS DISCLOSURE, SELLER AGREES TO 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.
- ii. **Assessments and Special Assessments:** Seller agrees to 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; and b) any Transfer and Initiation Fees (as that term is defined below) which the Association designates are to be paid by the Seller. If a special assessment may be paid in installments without penalty over a period of time, those installments coming due before the date of Closing shall be paid by the Seller and those installments coming due after the Closing shall be paid by the Buyer.

C. AMOUNTS TO BE PAID BY BUYER.

- i. **Transfer and Initiation Fees:** Other than the amounts to be paid by Seller above, Buyer agrees to pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees which are referenced by a different name, other similar fees which are required to be paid to the Association and/or property management company as a one-time fee associated with the closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer and Initiation Fees"). Advance assessments due at closing for a period of time after closing, shall not be Transfer and Initiation Fees and are to be paid by Buyer. Move-in fees, including fees and security deposits to reserve an elevator, shall not be a Transfer and Initiation Fee and are to be paid by Buyer.

4. Fees to be Paid to the Association.

A. TRANSFER AND INITIATION FEES. [Select all which apply. The sections not checked shall not be a part of this Agreement. If a fee is not accurately disclosed below or is left blank, the Seller shall pay the difference between what was disclosed and the actual fee owing.]

Buyer will need to pay the following Transfer and Initiation Fees at Closing or as part of moving into the Association:

- Initiation Fee \$ 0
- Transfer Fee \$ 0
- New Account Fee \$ 0
- Fee to Transfer Common Area Keys, Gate Openers, Fobs, Etc. \$ 0
- Other Fee (Excluding Closing Letter Paid by Seller) \$ 0 and \$ 0
- Other Fee (Excluding Closing Letter Paid by Seller) \$ 0 and \$ 0

B. ANNUAL ASSOCIATION ASSESSMENTS.

- i. Mandatory Membership Association:** Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently \$ 165.00 and is paid in 12 installments.
- ii. Voluntary Membership Association:** If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \$ _____ and paid in _____ installments.
- iii. Master Association:** If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be \$ _____ and paid in _____ installments.
- iv. Other Mandatory Billed Association Fees:** A fee for 0 is currently \$ _____ and is paid for in _____ installments

C. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES. The following services and amenities are included in the Association annual assessment: [Select all which apply. The sections not checked shall not be a part of this Agreement.]

<u>Utilities for Property</u>	<u>Services</u>	<u>Amenities</u>	<u>Other</u>
<input type="checkbox"/> Gas	<input type="checkbox"/> Concierge	<input type="checkbox"/> Pool	<input type="checkbox"/> Cable
<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Gate Attendant	<input checked="" type="checkbox"/> Tennis	<input type="checkbox"/> Pest Control
<input type="checkbox"/> Electric	<input type="checkbox"/> Trash Pickup	<input type="checkbox"/> Golf	<input type="checkbox"/> Termite Control
<input type="checkbox"/> Heating	<input checked="" type="checkbox"/> Road Maintenance	<input checked="" type="checkbox"/> Clubhouse	<input type="checkbox"/> Fire Insurance on Property
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Maintenance of Property	<input type="checkbox"/> Playground	<input type="checkbox"/> Flood Insurance on Property
	<input checked="" type="checkbox"/> Grounds	<input type="checkbox"/> Exercise Facility	<input checked="" type="checkbox"/> Common Area Insurance
	<input type="checkbox"/> Dwelling Exterior	<input type="checkbox"/> Equestrian Facility	<input type="checkbox"/> _____
	<input checked="" type="checkbox"/> Common Area Maintenance	<input checked="" type="checkbox"/> Marina/Boat Storage	<input type="checkbox"/> _____

D. SPECIAL ASSESSMENTS. [Select all which apply. The sections not checked shall not be a part of this Agreement.]

To the best of Seller's knowledge there is OR is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is [Select all which apply. The sections not checked shall not be a part of this Agreement]:

- already passed by the Association in the estimated amount of \$ _____;
- already passed by the Master Association in the estimated amount of \$ _____;
- under consideration by the Association in the estimated amount of \$ _____; or
- under consideration by the Master Association in the estimated amount of \$ _____.

5. **Seller Warranty.** Seller warrants that Seller has accurately and fully disclosed all Transfer and Initiation Fees and Special Assessments to Buyer. If any of the fees and/or special assessments referenced in 4(A) and 4(D) are either not disclosed or increased from what is initially disclosed to Buyer above, then such increases or undisclosed fees and/or special assessments shall be paid by Seller. All Transfer and Initiation Fees paid by Seller pursuant to this paragraph are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

6. **Litigation/Violations.** 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 threatened or existing litigation, please summarize the same below:

Seller has or has not received any notice from the Association(s) referenced herein that Seller is in violation of any rule, regulation or covenant of the Association. If Seller has received such a notice of violation, summarize the same below and the steps Seller has taken to cure the violation.

7. **Consent of Buyer to Reveal Information to Association.** Buyer hereby authorizes Closing Attorney to reveal to the Association from whom the Closing Attorney is seeking a Closing Letter the Buyer's name and any contact information the Closing Attorney has on the Buyer such as telephone numbers, e-mail addresses, etc. The Closing Attorney may rely on this authorization.

Buyer's Initials: _____

Seller's Initials:  _____

