

6.2. **Initial Fees.** Buyer acknowledges that, in addition to the recurring dues, a one-time initiation fee, capital contribution, transfer or other fee shall be due from Buyer at Closing in the approximate aggregate amount of US\$ _____.

6.3. **Master Association Fees.** Buyer acknowledges that, in addition to any Property Association dues, a required association fee in the approximate amount of US\$ _____ shall be due and payable to the Master Association on a [check one] yearly quarterly monthly or _____ basis. Seller shall pay for any and all delinquent dues prior to or at Closing, and dues paid in advance by Seller shall be prorated by Buyer and Seller as of the day of Closing.

6.4. **Special Assessments.** Seller discloses and Buyer acknowledges that [check all that apply]:

6.4.1. No special assessments are currently due or being considered;

6.4.2. The following special assessment is currently due: US \$ _____ and shall be paid for by [check one] Buyer or Seller;

6.4.3. The following special assessment shall be due after closing: US \$ _____ and shall be paid for by [check one] Buyer or Seller.

6.4.4. A special assessment is currently being considered by the Association in the approximate amount of US\$ _____.

6.4.5. Any special assessment currently due but not properly disclosed herein shall be the responsibility of Seller to pay at Closing.

7. VOLUNTARY ASSOCIATION FEES

In the event membership in the Property Association is VOLUNTARY, Buyer acknowledges that Buyer may become a part of the Property Association by, in addition to fulfilling any other requirements set forth by the Property Association, paying the following fees:

7.1. **Recurring Dues.** Buyer acknowledges that a required association fee in the approximate amount of US\$ _____ shall be due and payable to the Property Association on a [check one] yearly quarterly monthly or weekly basis.

7.2. **Initial Fees.** Buyer acknowledges that, in addition to the recurring dues, a one-time initiation fee, capital contribution, transfer or other fee shall be due from Buyer in the approximate amount of US\$ _____.

7.3. **Master Association Fees.** Buyer acknowledges that an association fee in the approximate amount of US\$ _____ shall be due and payable to the Master Association on a [check one] yearly quarterly monthly or _____ basis.

8. ADMINISTRATIVE AND OTHER FEES

In addition to the dues and fees described above, the following fees may be charged by the Property or Master Association or its management company prior to or at Closing [check all that apply]:

8.1. A fee in the approximate amount of US\$ _____ for providing a copy of the Association Documents, which fee, if applicable, shall be paid by [check one] Buyer or Seller.

8.2. A fee in the approximate amount of US\$ _____ for providing a letter confirming any charges or assessments due on the Property, which fee, if applicable, shall be paid by [check one] Buyer or Seller.

8.3. A fee in the approximate amount of US\$ _____ for providing replacement keys, key fobs, access or security cards, which fee, if applicable, shall be paid by [check one] Buyer or Seller.

8.4. Other: _____

9. SERVICES AND AMENITIES.

The following services are included in the association fees:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Swim | <input type="checkbox"/> Playground | <input type="checkbox"/> Cable | <input checked="" type="checkbox"/> Grounds maintenance |
| <input type="checkbox"/> Tennis | <input type="checkbox"/> Clubhouse | <input type="checkbox"/> Waste removal | <input checked="" type="checkbox"/> Exterior maintenance |
| <input type="checkbox"/> Exercise Facility | <input type="checkbox"/> Water | <input type="checkbox"/> Concierge | <input checked="" type="checkbox"/> Common area maintenance |
| <input type="checkbox"/> Golf | <input type="checkbox"/> Gas | <input type="checkbox"/> Equestrian facilities | <input type="checkbox"/> Common area hazard insurance |
| <input type="checkbox"/> Boat storage | <input type="checkbox"/> Electricity | <input type="checkbox"/> Security | <input type="checkbox"/> Common area liability insurance |
| <input type="checkbox"/> Recreational water access | <input checked="" type="checkbox"/> Pest Control & Termite | <input type="checkbox"/> Gate attendant | <input type="checkbox"/> Dwelling Hazard Insurance |
| <input type="checkbox"/> WiFi internet access | <input type="checkbox"/> High speed internet access | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

10. PERSONAL PROPERTY ISSUED BY ASSOCIATION

Any personal property issued to Seller by the Property Association or Master Association, if any, including, but not limited to keys, key fobs, bracelets, remote controls or access cards [check one]:

- shall be delivered to Buyer at Closing;
- shall be delivered to Buyer on _____ [date];
- shall be delivered to Buyer pursuant to the terms of an Occupancy Agreement attached to this Contract; or
- shall not be delivered to Buyer by Seller, and the Buyer should contact the Property Association or Master Association for further instructions.

- 11. BUYER'S CONSENT TO RELEASE CONTACT INFORMATION.** Buyer hereby authorizes Closing Attorney to provide Buyer's name and contact information (including, but not limited to, telephone numbers, mailing address and email addresses) to the Property Association, Master Association and/or its agents and/or property managers, The Closing Attorney may rely on this authorization and may complete and return such forms as are requested by the Property Association, Master Association and/or its agents and/or property managers in order to obtain estoppel or closing letters, and to facilitate the Closing.

\$15-25 per year for shrubs/flowers
\$40-45 per quarter for pest control, voluntary.

624 497.198
11-26-08
2008 NOV 23 11:09 10
Caryn Coxall

After Recording return to:
Ridgway & Ridgway, LLP
P. O. Box 710
Hartwell, GA 30643

11-26-08

WARRANTY DEED

(No title examination performed by the preparer of this deed)

State of Georgia
County of Hart

THIS INDENTURE, made and entered into on this 25th day of November, in the year of our Lord, One Thousand, Two Thousand Eight, between

BILLY D. LECROY

of 18 Somerset Court, Hartwell, GA 30643, as party of the first part, hereinafter referred to as Grantor, and

BILLY D. LECROY, as sole Trustee, or her successors in trust, under the **BILLY D. LECROY LIVING TRUST**, dated September 26, 2008, and any amendments thereto.

Of 18 Somerset Court, Hartwell, GA 30643, as party of the second part, hereinafter referred to as Grantee (the words "Grantors" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits, and, when appropriate, any kind of entity, either gender, and both singular and plural).

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid to the said Grantor by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given, granted, aliened, bargained, sold, assigned, confirmed and conveyed, and by these presents does hereby give, grant, alien, bargain, sell, assign, confirm and convey unto the said Grantee, the following described property, to-wit:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the 1112th District, D. M., Hart County, Georgia, being known and designated as Unit 1 of Somerset Court, Phase One Townhouse Development, as shown on a plat of survey dated May 22, 1997, prepared by G. Brian Slate, Registered Land Surveyor, of record in Plat Book 2F, Page 219 in the office of the Clerk of the Superior Court of Hart County, Georgia, reference being made thereto for a more complete description of the property herein conveyed.

Also conveyed herewith is Grantor's membership in Somerset Hartwell Property Owners Association, Inc. with rights and privileges set forth in the Declaration of Covenants, Conditions and Restrictions for Somerset Hartwell Property owners Association, inc., dated August 2, 1996, of record in Deed Book 287, Page 146, said Clerk's Office.

The residence situate on the above described property is known and designated as 18 Somerset Court according to the present system of numbering residences in Hart County, Georgia.


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The above described property being the same conveyed by Trustee's Deed dated January 6, 2006, from C. William Kidd and Mary Jackson Kidd in their representative capacities as Co-Trustees of the Mary Eleanor Kidd Living Trust to Billy D. LeCroy, recorded in the Office of the Clerk of Superior Court, Hart County, Georgia, in Deed Book 544, Pages 43-44.

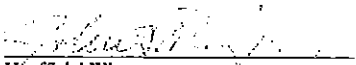
The trust instrument under which the Grantee herein holds title provides for the power of the trustee to sell, mortgage, transfer, lease and otherwise convey full and legal title to the above property upon such terms and conditions as the then acting Trustee deems appropriate under all circumstances, without the approval or consent by any court or any beneficiary named in the trust. The trust also provides for successor trustees in the event of the death or disability of the named Trustee.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, in fee simple. And the said Grantor, for himself, his executors, administrators, successors, and assigns, shall and will warrant and forever defend, by virtue of these presents, the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

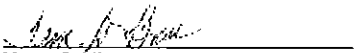
IN WITNESS WHEREOF, the said Grantors have signed and sealed this deed, the day and year first herein written.

 (SEAL)
Billy D. LeCroy

Signed, sealed and delivered in the presence of:


Unofficial Witness

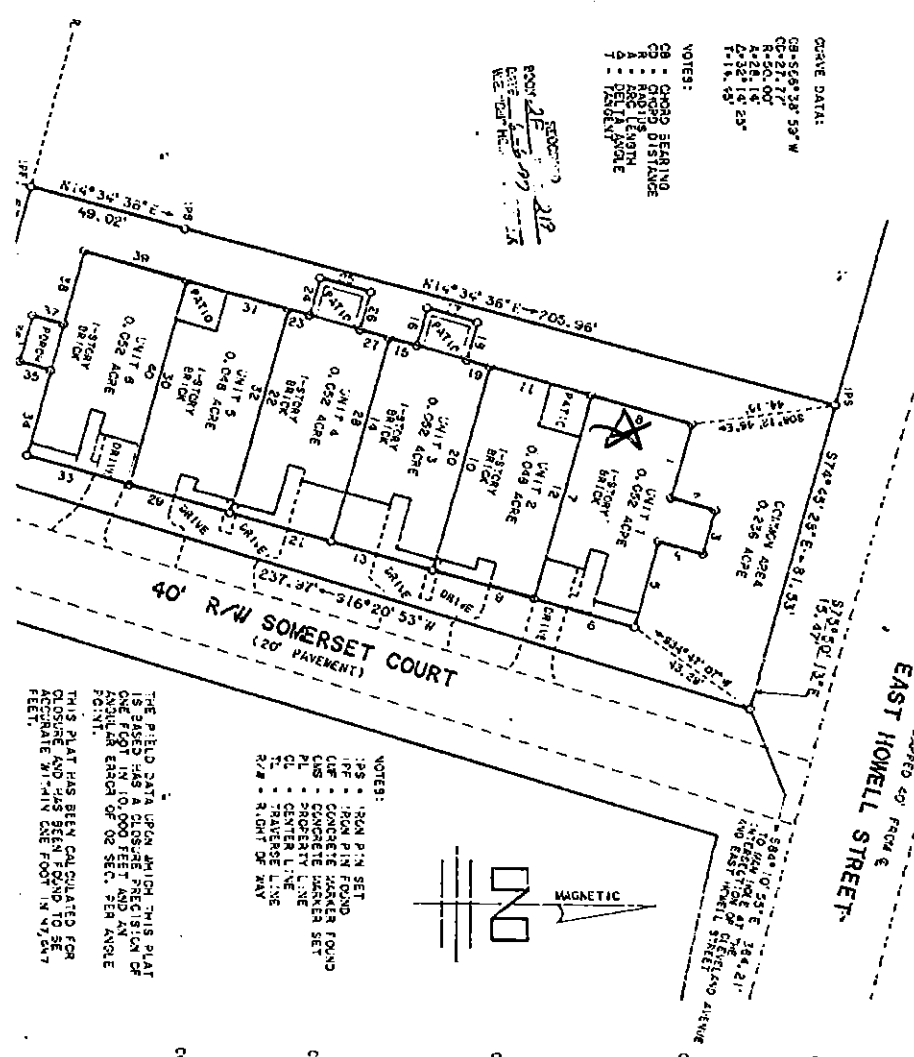
Brian Terri Durkee
Notary Public, Owinett County, Georgia
My Commission Expires July 8, 2011


Notary Public
My Commission Expires: 7/8/11

CRUISE DATA:
 CB-558°28' 53"W
 CC-271.77'
 R-400.00'
 A-52.14' 23°
 T-15.58'

NOTES:
 CB - CHORD BEARING
 CD - CHORD DISTANCE
 A - ARC LENGTH
 T - TANGENT
 R - RADIUS

BOOK 218
 PAGE 107
 REC'D 10/15/18



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSEST PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 02 SEC. PER ANGLE POINT.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 47,547 FEET.

NOTES:
 PS - IRON PIN SET
 IF - IRON PIN FOUND
 CM - CONCRETE MARKER FOUND
 PL - CONCRETE MARKER SET
 CL - CENTERLINE
 CL - CENTERLINE
 RM - RIGHT OF WAY

COURSE	BEARING	DISTANCE
1	S12°18' 37"W	14.00'
2	S14°48' 23"W	27.40'
3	S14°48' 23"W	27.40'
4	N15°18' 37"E	32.00'
UNIT 2		
5	S15°10' 37"W	32.40'
6	N15°18' 37"E	32.40'
7	S15°48' 23"E	24.85'
UNIT 3		
8	S15°48' 23"E	24.85'
9	N15°18' 37"E	32.40'
10	S15°10' 37"W	32.40'
11	N15°18' 37"E	32.40'
12	S15°48' 23"E	24.85'
UNIT 4		
13	S15°48' 23"E	24.85'
14	N15°18' 37"E	32.40'
15	S15°10' 37"W	32.40'
16	N15°18' 37"E	32.40'
17	S15°48' 23"E	24.85'
18	N15°18' 37"E	32.40'
19	S15°10' 37"W	32.40'
20	N15°18' 37"E	32.40'
UNIT 5		
21	S15°48' 23"E	24.85'
22	N15°18' 37"E	32.40'
23	S15°10' 37"W	32.40'
24	N15°18' 37"E	32.40'
25	S15°48' 23"E	24.85'
26	N15°18' 37"E	32.40'
27	S15°10' 37"W	32.40'
28	N15°18' 37"E	32.40'
UNIT 6		
29	S15°48' 23"E	24.85'
30	N15°18' 37"E	32.40'
31	S15°10' 37"W	32.40'
32	N15°18' 37"E	32.40'
UNIT 7		
33	S15°48' 23"E	24.85'
34	N15°18' 37"E	32.40'
35	S15°10' 37"W	32.40'
36	N15°18' 37"E	32.40'
37	S15°48' 23"E	24.85'
38	N15°18' 37"E	32.40'
39	S15°10' 37"W	32.40'
40	N15°18' 37"E	32.40'

CERTIFICATE OF TRUST/TRUSTEE'S AFFIDAVIT

Mike LeCroy, also known as Michael LeCroy, (herein, "Mike LeCroy") being first duly sworn upon oath, depose and says:

1. Affiant(s) is/~~are~~ the Trustee of the **Billy D. LeCroy Living Trust dated September 26, 2008** (herein the "Trust") and as such has the authority to execute this Affidavit.
2. This Trustee's Affidavit and Certificate of Trust relates to the Trust, Billy D. LeCroy being the grantor(s) or settlor(s) and is given pursuant to the provisions of O.C.G.A. Section 53-12-280.
3. The name(s) of the currently serving Trustee of the Trust, and Executor of the Estate of Billy D. LeCroy is:

Mike LeCroy
820 Blackmon Road
Canon, GA 30520
4. Grantor, (who was the initial Trustee but who was disabled) died on August 10, 2020 and Affiant(s) is/~~are~~ the named successor trustee(s). A copy of the Death Certificate may be attached.
5. Selected provisions of the Trust including copies of the pages containing the statement of creation of the Trust, name of the Initial Trustee(s), the relevant Trustee powers, the designation of Successor Trustees, provisions supporting the statements made herein and the signature(s) of the grantor(s)/settlor(s), may be attached to this Affidavit or are available upon request. Other provisions of the Trust are of a personal nature and set forth the distribution of Trust property. They do not modify the powers of the Trustee.
6. Pursuant to the terms of the Trust, any person may rely upon this Trustee's Affidavit/Certificate of Trust as evidence of the existence of said Trust and is relieved of any obligation to verify that any transaction entered into by a Trustee or Successor Trustee thereunder is consistent with the terms and conditions of said Trust.
7. The Trustee is authorized by the Trust to exercise all those powers set forth under the common law or statutory law of the State of Georgia or any other jurisdiction whose law applies to the Trust and specifically the powers set forth in 53-12-261 which are specifically incorporated into the Trust

8. The undersigned hereby represents that the statements contained in this Affidavit/Certificate of Trust are true and correct, and that there are no other provisions in the Trust or amendments to it that limit the powers of the Trustee to exercise the powers described above.
9. This trust exists and has not been revoked, modified, or amended in any manner which would cause the representations in this Affidavit/Certificate of Trust to be incorrect. This Trust is being signed by all currently acting Trustees of the trust.
10. The Trust is an irrevocable trust and has the following tax identification number: 85-6786480. The Internal Revenue Service recognizes that the Trust will be filing as an estate, being The Estate of Billy D. LeCroy, Deceased, late of Hart County, GA and will use this same tax identification number. Mike LeCroy is the Executor of the said Estate.
11. Property may be titled in the name of the trust as follows:

Mike LeCroy, as Successor Trustee(s) of the Billy D. LeCroy Living Trust dated September 20, 2008.”
12. If this certificate or affidavit of trust is given for a specific transaction, then no consent or action by any person other than the certifying Trustee is required.

Date: December 14, 2020

Mike LeCroy
Trustee, Mike LeCroy

[Signature]
Unofficial Witness

Sworn to and subscribed before me on December 14, 2020

Jessica L Word
Notary Public.
My Commission Expires: 9/5/2023

