

## Community Association Exhibit

This Exhibit is attached to and made a part of the contract for purchase and sale of real property (the "Contract") with an Offer Date of \_\_\_\_\_, 20\_\_\_\_ and relating to Property located at \_\_\_\_\_, Georgia \_\_\_\_\_

(the "Property"), and shall control over any conflicting language in the above referenced Contract and any other Exhibits or Addenda attached thereto.

### 1. THE ASSOCIATION

The Property is part of a development which provides for a community, homeowners, property owners or condominium association (the "Property Association"). Additionally, the Buyer may be or the Property Association may already be a part or member of a master association (the "Master Association"). To the best of Seller's knowledge, membership in the Property Association is [check one]  mandatory **or**  voluntary. Membership in a Master Association is [check one]  mandatory  voluntary **or**  not applicable.

### 2. PROPERTY ASSOCIATION CONTACT INFORMATION

Name of Property Association or Management Company: \_\_\_\_\_

Individual Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

### 3. MASTER ASSOCIATION CONTACT INFORMATION

Name of Master Association or Management Company: \_\_\_\_\_

Individual Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

### 4. BUYER'S RESPONSIBILITIES

Buyer acknowledges that Buyer has the responsibility to obtain and review all applicable declarations of covenants and restrictions, declarations of condominium, bylaws, articles of incorporation, rules and regulations which create the Property Association and/or Master Association, govern its members and burden the Property (collectively, the "Association Documents"). Buyer acknowledges that, even if the community in which the Property is located is a gated community, this does not mean that the Property is a secure community, or that the Association guarantees the Buyer's safety, and Buyer shall be responsible for taking reasonable steps to provide for the safety of Buyer's person and property. In the event a master policy of insurance is provided by either Association, Buyer shall be responsible for verifying the adequacy of coverage and insuring Buyer's belongings. Buyer further acknowledges that neither Seller nor Broker makes any representations or warranties as to any Association rules or covenants regarding Buyer's ability to lease the Property. Seller does not warrant the accuracy of the information contained in this Exhibit, other than the amount of any fees described herein as of the date hereof, and Buyer should contact the Property Association directly for any questions regarding the Property Association or Property Association amenities and services.

### 5. SELLER'S RESPONSIBILITIES

Seller agrees to fill out this Exhibit accurately and completely to the best of Seller's knowledge. If Seller learns of new information which materially changes the answers provided herein, Seller shall no later than three (3) days after Seller learns of the new information update this Exhibit accordingly and provide Buyer a revised copy of the same. In the event there is an increase to the Initial Fees hereinafter disclosed, Seller shall provide notice of said increase to Buyer within three (3) days of Seller learning or receiving news of the same. Any Initial Fees not disclosed and all subsequent changes to the Initial Fees not properly and timely disclosed as provided herein shall be paid by Seller.

### 6. MANDATORY ASSOCIATION FEES

In the event membership in the Property Association is MANDATORY, Buyer acknowledges that Buyer shall, by purchasing the Property, be obligated to pay the following fees:

**6.1. Recurring Property Association 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. 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.

**6.2. 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 type="checkbox"/> Grounds maintenance             |
| <input type="checkbox"/> Tennis                    | <input type="checkbox"/> Clubhouse                  | <input type="checkbox"/> Waste removal         | <input type="checkbox"/> Exterior maintenance            |
| <input type="checkbox"/> Exercise Facility         | <input type="checkbox"/> Water                      | <input type="checkbox"/> Concierge             | <input 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 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: _____                    |

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**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.