



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, and Buyer should contact the Property Association directly for any questions regarding the Property Association or Property Association amenities and services.

5. 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:

5.1. 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.

5.2. 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 amount of US\$_____.

5.3. 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.

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

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

- 5.4.2. The following special assessment is currently due: US \$_____ and shall be paid for by [check one] Buyer **or** Seller;
- 5.4.3. The following special assessment shall be due after closing: US \$_____ and shall be paid for by [check one] Buyer **or** Seller.
- 5.4.4. A special assessment is currently being considered by the Association in the approximate amount of US\$_____.

6. 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:

- 6.1. **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.
- 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 in the approximate amount of US\$_____.
- 6.3. **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.

7. 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]:

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. Other: _____

8. 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"/> Other: | <input type="checkbox"/> Other: | <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

Any personal property issued to Seller by the Property Association or Master Association, such as keys, key fobs or access cards, shall or shall not be given to Buyer at Closing.