

COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT "_____"



2022 Drinting

			•	2023 Printing			
This Exhibit is part of the Agreement with an Offer Date of	<i>2</i> -	for the purcha	se and sale	of that certain			
Property known as: 0 Apalachee Woods Trail	, Buckhe	ad, Georgia_	30650	("Property").			
Property known as: 0 Apalachee Woods Trail , Buckhead , Georgia 30650 ("Property"). Directions for Filling Out This Community Association Disclosure ("Disclosure"). Seller must fill out this Disclosure accurately and completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing (see Section B for Seller's payment obligations related to initial and updated Disclosures). Seller should ensure the disclosures being made are accurate by confirming the same with the Community Association ("Association") and/or Association Manager(s). Buyer's Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is							
purchasing, Buyer should read the covenants and other legal docu and obligations therein. This Disclosure does not address all issu Assessments in community associations tend to increase over ti preferences in the community. A. KEY TERMS AND CONDITIONS	ments for the community (es that may affect Buyer a	'Covenants") to fully s the owner of a res	understand idence in th	I Buyer's rights e community.			
1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY E	BECOME A MEMBER (Se	ect all that apply. Th	e boxes no	selected shall			
not be a part of this Exhibit) Mandatory Membership Condominium Association Mandatory Membership Community Association Mandatory Membership Master Association	☐ Mandatory Mer ☐ All units are oc	mbership Age Restr cupied by person 62 the occupied units a	icted Comm 2 or older.	nunity			
Optional Voluntary Association	person who is 5	5 years of age or o	lder ·				
		sitioning to Mandato ary or □ mandator		hall be a			
2. CONTACT INFORMATION FOR ASSOCIATION(S)	O Ob W	0.3					
a. Name of Association:	Oconee Shores H	UA					
Contact Person / Title:	mary moore	***************************************					
Association Management Company:	Email Address:	mmoore1700@c	utlook.c	OTI			
Mailing Address:	_						
b. Name of Master Association:							
O 4 4 D / Title -							
Association Management Company:							
Telephone Number:							
Mailing Address:	Website:						
3. ASSESSMENTS The total annual assessments paid to all the above selected Association(s) is \$ 100 per year and paid as follows: (Select all of that apply. The boxes not selected shall not be a part of this Agreement) ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Other:							
4. SPECIAL ASSESSMENTS							
a. Buyer's total portion of all special assessments Under Consideration is \$							
b. Buyer's total portion of all approved special assessments is	\$						
c. Approved Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this							
Agreement) Monthly Quarterly Semi-Annually Annually Other:							
d. Notwithstanding the above, if the Buyer's portion of any and all special assessment(s) that are passed or Under Consideration after							
	the Binding Agreement Date is \$ or more, Buyer shall have the right, but not the obligation to terminate the Agreement upon notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above,						
- · · · · · · · · · · · · · · · · · · ·	=	i tive (5) days from b	eing notified	of the above,			
after which Buyer's right to terminate shall be deemed wait		Ch VI					

ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F322, Community Association Disclosure Exhibit, Page 1 of 3, 06/01/23

To the extent Transfer, Initiation, and Administrative Fees am fully and accurately disclosed by Salier, Buyer shall pay \$\$\$ \text{ for all Transfer, Initiation, and Administrative Fees.}\$\$ Buyer is required to pay for utilities which are billed separately by the Association and are in addition to any other Association assessments. The Association bills separately for: \$\$\text{ Electric } \text{ Water/Sewur} \text{ Natural Gas} \text{ Cable TV } \text{ Internet Association in assessments. The Association is separately for: \$\$\text{ Electric } \text{ Water/Sewur} \text{ Natural Gas} \text{ Cable TV } Internet Association and assessment. (Select all which apply librar not selected in Section 7.a. and/or Section 7.b. shallnot be part of this Agreement). 9. For Property costs include the following: 10. Electricity Water Termite Control Other: 11. Electricity Water Termite Control Other: 12. Electricity Hazard Insurance Patelling Exterior Other: 13. Electricity Hazard Insurance Yard Maintenance Other: 14. Electricity Hazard Insurance Yard Maintenance Other: 15. Common Area / Element Maintenance costs include the following: 16. Common Area / Element Maintenance costs include the following: 17. Conclusing Pagground Termite Control Other: 18. Common Area Element Maintenance Exercise Facility Developing Exterior Other: 18. Common Area Element Maintenance Exercise Facility Other Pay111.con Other: 18. Hall Common Area Exercise Facility Other Other Other: 18. Hall Common Area Other Other Other O	5.	5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES						
8. UTILITY EXPENSES Buyer is required to pay for utilities which are billed separately by the Association and are in addition to any other Association alsessments. The Association bills separately for: Electric Water/Sewer Natural Gas Cable TV Internet Orther: 7. ASSESSMENTS PAY FOR FOLLOWING SERVICES, AMENITIES, AND COSTS. The following services, amenities, and costs are included in the Association annual assessment. (Select all which apply, Items not selected in Section 7.a. and/or Section 7.b. shall not be part of this Agreement). a. For Property costs include the following: a. For Property costs include the following: a. Electricity Water Termite Control Other: a. Heading Hazard Insurance Deal of the Agrad Insurance Other: b. Common Area / Element Maintenance costs include the following: c. Condorge Pool Hazard Insurance Termite Control Other: a. Hormon Area Golf Course Pest Control Flood Insurance Road Maintenance a. All Common Area Golf Course Pest Control Other: Part1. Dook a. All Common Area Element Maintenance and Flood Insurance Water Research Other: Part1. Dook a. All Common Area Exercise Facility Dwelling Exterior Other: a. International Flood Insurance Pest Control Other: a. International Intern								
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Cable TV		•	Ŧ .					
Electricity Water Gremite Control Other:		a.			T p 0	П ом.		
Heating								
Internet Service Flood Insurance Varid Maintenance Other:			· · · · · · · · · · · · · · · · · · ·			U Other:		
b. Common Area / Element Maintenance costs include the following: Concierge			•					
Gonclerge			☐ Internet Service	☐ Flood Insurance	☐ Yard Maintenance	U Other:		
Gate Attendant		b.	Common Area / Element	Maintenance costs includ	le the following:	•		
All Common Area			☐ Concierge	Pool	☐ Hazard Insurance	☐ Road Maintenance		
Utilities Playground Termite Control Other: All Common Area Exercise Facility Dwelling Exterior Other: O			☐ Gate Attendant	☐ Tennis Court	☐ Flood Insurance	Other: Boat Dock		
Utilities Playground Termite Control Other: All Common Area Exercise Facility Dwelling Exterior Other: O			☐ All Common Area	☐ Golf Course	☐ Pest Control	Other: Pavilion		
All Common Area Exercise Facility Dwelling Exterior Other: Grounds Maintenance Equestrian Facility Grounds Maintenance Other: Other: Grounds Maintenance Other: Other: Grounds Maintenance Other: Oth			Utilities	☐ Playground	☐ Termite Control	Other:		
Maintenance			☐ All Common Area	- -	☐ Dwelling Exterior			
Internet Service				7		Other:		
8. LITIGATION. 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 such threatened or existing litigation, please summarize the same below: Check if additional pages are attached. WIOLATIONS. Seiler Image: HAS or Image: HAS NOT received any notice or lawsuit from the Association(s) referenced herein alleging that Seiler is in violation of any rule, regulation, or Covenant of the Association. If Seiler has received such a notice of violation or lawsuit, summarize the same below and the steps Seiler has taken to cure the violation. Check if additional pages are attached. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER								
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3. ASSESSMENTS

- a. **Disclosure Regarding Fees.** Owners of property in communities where there is a Mandatory Membership Community Association are obligated to pay certain recurring fees, charges, and assessments (collectively "Fee") to the Association. Fees 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 Community Association.
- b. **Buyer shall pay** a) any pre-paid regular assessment (excluding Special Assessments) due at Closing for a period of time after Closing; and b) move-in fees, including fees and security deposits to reserve an elevator as these fees are not considered Transfer, Initiation, and Administrative Fees.
- c. Seller shall 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 Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller.
- d. Account Statement or Clearance Letter. Seller shall 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. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller.

4. SPECIAL ASSESSMENTS

- a. Under Consideration: For all purposes herein, the term "Under Consideration" with reference to a special assessment shall mean that a notice of a meeting at which a special assessment will be voted upon, has been sent to the members of the Association. If a special assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. Seller warrants that Seller has accurately and fully disclosed all special assessment(s) passed or Under Consideration to Buyer. This warranty shall survive the Closing.
- b. Liability for Undisclosed Special Assessments: With respect to special assessment(s) Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the special assessment(s) that was either not disclosed or was not disclosed accurately.
- c. Who Pays for Disclosed Special Assessments: With respect to special assessments, Under Consideration or approved and accurately disclosed above, if an unpaid special assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. If the special assessment(s) is adopted and due in whole or being paid by installment, installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer.
- d. Special Assessments Arising after Binding Agreement Date: With respect to special assessments that are only Under Consideration after the Binding Agreement Date and are promptly disclosed by Seller to Buyer:
 - i. If the special assessment(s) is adopted and due, in whole or in part, prior to or on Closing, that portion due prior to or on Closing shall be paid by the Seller; and
 - ii. If the special assessment(s) is adopted and due in whole or part subsequent to Closing, that portion due subsequent to Closing shall be paid by Buyer.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES

- a. **Buyer Pays:** Buyer shall pay any initial fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collective, "Transfer, Initiation, and Administrative Fees) to the extent the total amount due is accurately disclosed above. Advance assessments due at Closing for a period of time after Closing, shall not be Transfer, Initiation, and Administrative Fees and shall be paid by Buyer.
- b. Seller Pays: Seller shall pay any amount in excess of the sum disclosed in Section A(5), even in the event of any later disclosures made by the Seller of increase in such Transfer, Initiation, and Administrative Fees. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with \$0.00.
- c. Fees Defined: All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

Convertebte 2023 by Georgia Association of REAL TORS® Inc	F322 Community Association Disclosure Exhibit, Page 3 of 3, 06/01/23	
☐ Additional Signature Page (F267) is attached.	☐ Additional Signature Page (F267) is attached.	
Date	Date	
Print or Type Name	Print or Type Name	
	Janette Saffold Irrevocable Trust	
2 Buyer's Signature	2 Seller's Signature	
Date	Date	
	7/1-1/93	
Print or Type Name	Print or Type Name	
	Albert Saffold, Trustee of the Albert Saffold &	
1 Buyer's Signature	1 Seller's Signature	
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