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COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT "_____"



2025 Printing

This Exhibit is part of the Agreement with an Offer Date of			for the purchase and sale of that certain			
Property known as:	226 DOUBLE GATE CT		SUGAR HILL	. Georgia	30518	("Propertv").

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 documents for the community ("Covenants") to fully understand Buyer's rights and obligations therein. This Disclosure does not address all issues that may affect Buyer as the owner of a residence in the community. Assessments in community associations tend to increase over time. The Covenants can normally be amended to reflect the changing preferences in the community.

A. KEY TERMS AND CONDITIONS

1.	TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY	BECOME A MEMBER (Select all that apply. The boxes not selected shall
	not be a part of this Exhibit)	
	Mandatory Membership Condominium Association	Mandatory Membership Age Restricted Community
	Mandatory Membership Community Association	☐ All units are occupied by person 62 or older.
	Mandatory Membership Master Association	At least 80% of the occupied units are occupied by at least one
	Optional Voluntary Association	person who is 55 years of age or older
		Voluntary Transitioning to Mandatory (Buyer shall be a
		\Box voluntary or \Box mandatory member)
2.	CONTACT INFORMATION FOR ASSOCIATION(S)	
	a. Name of Association: <u>Twin Creeks HOA</u>	
	Contact Person / Title: Brandie Bays	
	Association Management Company: Shaben & Assoc	ciates
	Telephone Number: 770-271-2252	Email Address: <u>brandie@shabenandassociates.com</u> Website: <u>shabenandassociates.com</u>
	Mailing Address: PO BOX 3189, Suwanee GA	Website: shabenandassociates.com
	30024-8433	-
	b. Name of Master Association:	
	Association Management Company:	
	Telephone Number:	Email Address:
	Mailing Address:	_ Email Address: Website:
3.	ANNUAL ASSESSMENTS	-
	The total annual assessments paid to the above Association(s)	is \$ 700.00 per calendar or fiscal year,
		be paid in installments as follows: (Select all of that apply. The boxes not
	selected shall not be a part of this Agreement) L Monthly	Quarterly 🗹 Semi-Annually 🛛 Annually 🗹 Other: <u>1/2 Jan 1st 1/2 Apri 1st</u>
4	SPECIAL ASSESSMENTS	
	a. Buyer's total portion of all special assessments Under Cons	ideration 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-Annual	y 🛛 Annually 🖾 Other:
		d 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 term	inates the Agreement within five (5) days from being notified of the above,
	after which Buyer's right to terminate shall be deemed wa	ived.
TH	IIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE T	RANSACTIONS IN WHICH <u>TANIA MACLEOD</u> IS INVOLVED AS A REAL
ES	TATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LE THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.	GAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED
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5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES							
	To the extent Transfer, Initiation, and Administrative Fees are fully and accurately disclosed by Seller, Buyer shall pay \$ <u>1,050.00</u> for all Transfer, Initiation, and Administrative Fees.						
6.	. OTHER ASSOCIATION EXPENSES						
a. A fee for per Year and is currently \$ per Year and i			per Year and is paid in installments.				
	This fee does not include	e any Transfer, Initiation, an	d Administrative Fees.				
	D b. Utility Expenses. Buyer	r is required to pay for utilitie	es which are billed separately	y by the Association and are in addition to any			
	other Association assess	ments. The Association bills	s separately for: \Box Electric	□ Water/Sewer □ Natural Gas			
	□ Cable TV □ Interr	net DOther:					
7.				e following services, amenities, and costs are d in Section 7.a. and/or Section 7.b. shall not be			
	part of this Agreement).						
	a. For Property costs include	e the following:					
	Cable TV	Natural Gas	Pest Control	□ Other:			
	Electricity	☐ Water	Termite Control	□ Other:			
	Heating	Hazard Insurance		Other:			
	Internet Service	Flood Insurance	Yard Maintenance	Other:			
	b. Common Area / Element M	Maintenance costs include		_			
			Hazard Insurance	Road Maintenance			
	Gate Attendant	Tennis Court	Flood Insurance	Other:			
	All Common Area	Golf Course	Pest Control	Other:			
	Utilities	Playground	Termite Control	Other:			
	Maintenance	☐ Exercise Facility ☐ Equestrian Facility	Dwelling Exterior	Other: Other:			
	Internet Service	Marina/Boat Storage	Trash Pick-Up	Other: Other:			
8.				leged construction defects in the Association in			
	which the Association is involve	ed. If there is such threatene	ed or existing litigation, pleas	e summarize the same below:			
	Check if additional pages and	re attached.					
9.				Association(s) referenced herein alleging that			
	Seller is in violation of any rule, summarize the same below and			received such a notice of violation or lawsuit,			
	Check if additional pages a	re attached.					
В.	FURTHER EXPLANATIONS TO	O CORRESPONDING PAR	AGRAPHS IN SECTION A				
1.	TYPE OF ASSOCIATION IN W						
				unity, business, and governance aspects of the nity as provided in the deed, Covenants and			
	restrictions, rules and regula	ations, declaration, and/or o	ther Community Association	documents.			
	b. Examination: Buyer acknow	wledges that ownership of th	e Property is subject to decla	rations, certain restrictions (including the ability			
	to rent the Property), and b Restrictions are subject to c			ber of a mandatory membership Association.			
				nent(s) are the exclusive responsibility of the			
			e such replacements and/or				
2.	CONTACT INFORMATION FO	OR ASSOCIATION(S)					
	a. Consent of Buyer to Revea	al Information to Associate	on(s). Buyer hereby authoriz	tes 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 address, etc. The closing attorney may rely on this authorization.						
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3. ANNUAL 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; b) any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and c) any Fee in excess of the sum disclosed in Section A(3) above for the remainder of the Year in which the Property was contracted to be sold.
- 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. ALL PARTIES AGREE THAT NEITHER SELLER NOR BROKER SHALL HAVE ANY OBLIGATION TO DISCLOSE ANY POSSIBLE SPECIAL ASSESSMENT IF IT IS NOT YET UNDER CONSIDERATION, AS THAT TERM IS DEFINED HEREIN.
- b. Seller Pays 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. Liability 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. 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. Otherwise, the special assessment shall be paid by the party owning the Property at the time the special assessment is first due.
- 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.

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Additional Signature Page (F267) is attached.	☐ Additional Signature Page (F267) is attached.		
Date	Date		
	4/2/2025		
Print or Type Name	Print or Type Name		
	Tiffany Hodge		
2 Buyer's Signature	2 Seller's Signature		
	(Tiffany Hodge)		
Date	Date		
	4/2/2025		
Print or Type Name	Print or Type Name		
	CHARLES H HODGE III		
1 Buyer's Signature	1 Seller's Signature ^{2adb5cc}		
	(CHARLES H HODGE III)		