



Talking Rock Realty

SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



2021 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: 114 Idylwilde Way Canton, Georgia, 30115). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>2018</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		✓
(c) Is the Property or any portion thereof leased?		✓
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		✓

EXPLANATION:

The house began construction in late 2018 with most of the work being done in 2019.

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?	✓	
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.	✓	

EXPLANATION:

Integrity runs the HOA

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.		✓

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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		✓
(b) Have any structural reinforcements or supports been added?		✓
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		✓
(d) Has any work been done where a required building permit was not obtained?		✓
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f) Have any notices alleging such violations been received?		✓
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓
EXPLANATION:		

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?		✓
(b) Date of last HVAC system(s) service: _____		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(e) Is any portion of the heating and cooling system in need of repair or replacement?		✓
(f) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(g) Are any fireplaces decorative only or in need of repair?		✓
(h) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?		✓
EXPLANATION:		

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): <u>3</u> years		
(b) What is the drinking water source: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well		
(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink?		
(d) What is the sewer system: <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> septic tank		
(e) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? _____		
(f) Is the main dwelling served by a sewage pump?		✓
(g) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____		✓
(h) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		✓
(i) Is there presently any polybutylene plumbing, other than the primary service line?		✓
(j) Has there ever been any damage from a frozen water line, spigot, or fixture?		✓
EXPLANATION:		

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>3</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?		✓
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		✓

EXPLANATION:

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		✓
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		✓
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		✓
(d) Has there ever been any flooding?		✓
(e) Are there any streams that do not flow year round or underground springs?		✓
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		✓

EXPLANATION:

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		✓
(b) Is there now or has there ever been any visible soil settlement or movement?		✓
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓
(d) Do any of the improvements encroach onto a neighboring property?		✓
(e) Is there a shared driveway, alleyway, or private road servicing the Property?	✓	

EXPLANATION:

There is a shared alleyway behind the house that allows access to the garage.

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage or hazardous condition resulting from animal intrusion (such as squirrels, bats, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		✓
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		✓
If yes, what is the cost to transfer? \$ _____ What is the annual cost? _____		
If yes, company name/contact: _____		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		
(c) Is there a cost to maintain the bond, warranty or service contract?		
If yes, what is the annual cost? \$ _____		

EXPLANATION:

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		✓
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		✓
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		✓
EXPLANATION:		

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		✓
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		✓
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		✓
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		✓
(e) Is the Property subject to a threatened or pending condemnation action?		✓
(f) How many insurance claims have been filed during Seller's ownership? _____		
EXPLANATION:		

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?	✓	
EXPLANATION:		
Broken tile in both full bathrooms is to be replaced at the end of July 2021.		

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?		✓
<p>It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.</p>		

D. FIXTURES CHECKLIST

Directions on HOW TO USE: It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. **To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed but shall remain liable for the cost of Buyer having to dispose of such items provided that Buyer disposes of them within 30 days after Closing. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

Items identified as remaining with the Property shall mean those specific items as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. This section entitled "Fixtures Checklist" shall survive Closing.

Appliances

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Stove
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

Home Media

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring
- Switch Plate Covers

- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

Interior Fixtures

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
 - Wall Mirrors
 - Vanity (hanging) Mirrors
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

Landscaping / Yard

- Arbor
- Awning
- Basketball Post and Goal

- Birdhouses
- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

Recreation

- Aboveground Pool
- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool Equipment
- Pool Chemicals
- Sauna

Safety

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

- Fire Sprinkler System
- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

Systems

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Car Charging Station
- Dehumidifier
- Generator
- Humidifier
- Propane Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

Other

- _____
- _____
- _____
- _____

Clarification Regarding Multiple Items. Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

1 Seller's Signature



Sarah Ashley Carlton

Print or Type Name

7/16/2021

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.



Talking Rock Realty

COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT " _____ "



2021 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____ 114 Idylwilde Way _____, Canton _____, Georgia 30115 ("Property").

1. DIRECTIONS FOR FILLING OUT THIS DISCLOSURE. Seller agrees to fill out this Disclosure accurately and completely to the best of Seller's knowledge and to promptly update and provide Buyer with a revised copy of this Disclosure up until Closing if new information is learned by Seller which materially changes the answers herein. Sellers should ensure the disclosures being made are accurate by confirming the same with the Association(s) and/or property manager.

2. GENERAL DISCLOSURES. Seller hereby discloses the following to the Buyer:

A. TYPE OF ASSOCIATION.

In purchasing the Property, Buyer will either become or have the right to become a member in the following type of community association ("Association") or the Association may also be a sub-association in a master Association. [Select all which apply. The section not checked shall not be a part of this Exhibit.]

- Mandatory Membership Condominium Association: The number of units in the condominium is _____. Buyer is required to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated annual total assessment paid by the Buyer of the Property to the Association is currently \$_____ per year and is paid in _____ installments.
Mandatory Membership Homeowners Association: Buyer is required to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated annual total assessment paid by the Buyer of the Property to the Association is currently \$2,100.00 per year and is paid in monthly installments.
Voluntary Membership Homeowners Association: If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual total assessment estimated to be \$_____ per year and is paid in _____ installments.
Master Membership in a Master Association: The Association is, or the Buyer will become, a member of a master Association. If the annual assessment paid by the Buyer of the Property to the Association does not include a payment from the Association to the master Association, the estimated annual total assessment paid by the Buyer to the master Association is currently \$_____ per year and is paid in _____ installments.
Age Restriction: If the Community is age restricted, occupancy is limited as follows:
At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older.
All units are occupied by persons 62 or older.

B. OTHER ASSOCIATION FEES:

- Other Mandatory Billed Association Fees: A fee for _____ is currently \$_____ per year and is paid in _____ installments.
Utility Expenses: 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 will bill separately for: Electric Water/Sewer Natural Gas Cable TV Internet Other: _____

C. CONTACT INFORMATION FOR ASSOCIATION:

Name of Association Idylwilde Homeowners Association
Contact Person / Title: Mitch Smith
Property Management Company: Integrity AMG
Telephone Number: 678-982-1168
E-mail Address: mitch@integrityamg.com
Mailing Address: 3245 Peachtree Pkwy, Suite D-242 Suwanee, GA 30024
Website Address of Association: www.integrityamg.com

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D. CONTACT INFORMATION FOR THE MASTER ASSOCIATION:

Name of Master Association _____
Contact Person / Title: _____
Property Management Company: _____
Telephone Number: _____
E-mail Address: _____
Mailing Address: _____
Website Address of Master Association: _____

E. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES. The following services and amenities are included in the Association annual assessment: *[Select all which apply. Items not checked in Section i. and/or Section ii. shall not be a part of this Agreement.]*

i. For Property

- | | | | |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Pest Control | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Water | <input type="checkbox"/> Termite Control | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Heating | <input type="checkbox"/> Hazard Insurance | <input checked="" type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Internet Service | <input type="checkbox"/> Flood Insurance | <input checked="" type="checkbox"/> Yard Maintenance | <input type="checkbox"/> Other: _____ |

ii. For Common Elements

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Concierge | <input checked="" type="checkbox"/> Pool | <input type="checkbox"/> Hazard Insurance | <input type="checkbox"/> Road Maintenance |
| <input type="checkbox"/> Gate Attendant | <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Flood Insurance | <input checked="" type="checkbox"/> Other: pickle ball court |
| <input checked="" type="checkbox"/> All Common Area Utilities | <input type="checkbox"/> Golf Course | <input type="checkbox"/> Pest Control | <input checked="" type="checkbox"/> Other: community garden |
| | <input type="checkbox"/> Playground | <input type="checkbox"/> Termite Control | <input checked="" type="checkbox"/> Other: nature trail |
| <input checked="" type="checkbox"/> All Common Area Maintenance | <input type="checkbox"/> Exercise Facility | <input checked="" type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Equestrian Facility | <input checked="" type="checkbox"/> Grounds Maintenance | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Internet Service | <input type="checkbox"/> Marina/Boat Storage | <input checked="" type="checkbox"/> Trash Pick-Up | <input type="checkbox"/> Other: _____ |

F. SPECIAL ASSESSMENTS. To the best of Seller's knowledge there is OR is not a special assessment that is owing, has been approved, or is Under Consideration. For all purposes herein, the term "Under Consideration" 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.

If a special assessment(s) is owing to or Under Consideration by the Association or any master Association, it is: *[Select all which apply. The sections not checked shall not be a part of this Agreement]*

- already passed by the Association in the estimated amount of \$ _____;
- Under Consideration by the Association in the estimated amount of \$ _____;

AND/OR

- already passed by the master Association in the estimated amount of \$ _____;
- Under Consideration by the master Association in the estimated amount of \$ _____.

i. 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, the 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.

ii. Who Pays for Disclosed Special Assessments: With respect 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 due in installments for purposes of determining whether it is to be paid by Buyer or Seller.

- (a) 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
- (b) Installment payments due subsequent to Closing shall be paid by the Buyer.

iii. 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:

- (a) 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;
- (b) 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 the Buyer; and

(c) Notwithstanding the above, if the Buyer's portion of the special assessment(s) that is Under Consideration or approved 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 of being notified of the above, after which Buyer's right to terminate shall be deemed waived.

G. 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 threatened or existing litigation, please summarize the same below:

H. VIOLATIONS. Seller has or has not received any notice from the Association(s) referenced herein that Seller is in violation of any rule, regulation or covenant of the Association. If Seller has received such a notice of violation, summarize the same below and the steps Seller has taken to cure the violation.

3. FEES PAID AT OR PRIOR TO CLOSING.

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 "Fees") to the Association. Fee 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 Association.

B. 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 Firm, Seller shall pay for the Closing Letter as instructed by the Closing Firm. Seller's failure to follow the instructions of the Closing Firm may cause a delay in Closing and/or result in additional fees being charged to Seller.

C. TRANSFER, INITIATION AND ADMINISTRATIVE FEES. Buyer shall pay any initiation 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 the closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer, Initiation and Administrative Fees") to the extent the total amount due is accurately disclosed below. 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.

Seller warrants at Closing that Buyer shall be required to pay no more than \$ _____ for all Transfer, Initiation and Administrative Fees. Seller shall pay any amount in excess of this sum even in the event of any later disclosures made by the Seller of increases in such Transfer, Initiation and Administrative Fees. 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. In the event, the 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.

D. FEES AND SPECIAL ASSESSMENTS. 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 the Seller; and c) any Transfer, Initiation and Administrative Fees and Special Assessments (as those terms are defined above) which Seller does not fully and accurately disclose the amounts above.

E. PRE-PAID REGULAR ASSESSMENTS AND BUYER MOVE-IN FEES. Buyer shall pay any pre-paid regular assessments (excluding Special Assessments) due at Closing for a period of time after Closing which shall not be considered Transfer, Initiation and Administrative Fees. Move-in fees, including fees and security deposits to reserve an elevator, shall not be considered Transfer, Initiation and Administrative Fees.

4. CONSENT OF BUYER TO REVEAL INFORMATION TO ASSOCIATION. Buyer hereby authorizes 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 addresses, etc. The Closing Attorney may rely on this authorization.

Buyer's Initials: _____

Seller's Initials: SG
ibodfce