COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT "______"

GeorgiaREALTORS®

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: 3707 Delfaire, Trace, Cumming, Georgia 30040 ("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. Notwithstanding Seller's duty to update this Disclosure, Seller's payment obligations pursuant to this Disclosure shall be based on Seller's initial disclosure (excluding payment obligations related to special assessments).

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 better understand Buyer's rights and obligations therein. The Buyer is advised to review "What to Consider When Buying Property in a Community Association" (CB16) and/or "What to Consider When Buying Property in a Condominium" (CB19).

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 Community Association (Condominium/Non-Condominium)
   - ☑ Mandatory Membership Community Association (Property Owners')
   - ☐ Mandatory Membership Age Restricted Community
     - ☐ All units are occupied by a person 62 or older.
     - ☐ At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
   - ☐ Mandatory Membership Master Association
   - ☐ Optional Voluntary Association
   - ☐ Voluntary Transitioning to Mandatory (Buyer shall be a ☐ voluntary or ☐ mandatory member)

2. **CONTACT INFORMATION FOR ASSOCIATION(S)**

   a. Name of Association: Manchester Court Homeowners Association
   Contact Person / Title: Christine Lynn Masom (Association President)
   Association Management Company: PMI
   Telephone Number: 678-541-9990 Email Address: support@hoapmi.com
   Mailing Address: 2133 Lawrenceville-Suwanee Rd 12-300, Suwanee, GA 30024 Website: https://www.sugarhillpropertymanagementinc.com/cu

   b. Name of Master Association: ______________
   Contact Person / Title: ______________
   Association Management Company: ______________
   Telephone Number: ______________ Email Address: ______________
   Mailing Address: ______________ Website: ______________

3. **ANNUAL ASSESSMENTS**

   a. The Association Dues are paid in the following installment(s): (select the boxes that reflect how dues are paid):
   - ☐ $______ per year, fiscal year beginning on ______________.
   - ☐ $______ per month;
   - ☑ $350 per quarter;
   - ☐ $______ semi-annually;
   - ☐ other: $______ per year ______________.

b. If applicable, the Master Association Dues are paid in the following installment(s): (select the boxes that reflect how dues are paid):

- ☐ $__________ per year, fiscal year beginning on____________________.
- ☐ $__________ per month;
- ☐ $__________ per quarter;
- ☐ $__________ semi-annually;
- ☐ other: $__________ per year_______________.

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, after which Buyer's right to terminate shall be deemed waived.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES

Buyer will pay $____________ for all Transfer, Initiation, and Administrative fees. Seller will pay any Transfer, Initiation, and Administrative Fees above this amount.

6. OTHER ASSOCIATION EXPENSES (IF APPLICABLE)

☐ a. A fee for ____________________________ is currently $__________ per Year and is paid in ______ installments. This fee does not include Association Dues or any Transfer, Initiation, and Administrative Fees.

☐ b. **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 bills separately for: ☐ Electric ☐ Water/Sewer ☐ Natural Gas ☐ Cable TV ☐ Internet ☐ Other: ____________________

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:**

☐ Cable TV	☐ Natural Gas	☐ Pest Control	☐ Other: ________
☐ Electricity	☐ Water	☐ Termite Control	☐ Other: ________
☐ Heating	☐ Hazard Insurance	☐ Dwelling Exterior	☐ Other: ________
☐ Internet Service	☐ Flood Insurance	☑ Yard Maintenance	☐ Other: ________

b. **Common Area / Element Maintenance costs include the following:**

☐ Concierge	☐ Pool	☐ Hazard Insurance	☐ Road Maintenance
☐ Gate Attendant	☐ Tennis Court	☐ Flood Insurance	☐ Other: ________
☑ All Common Area Utilities	☐ Golf Course	☐ Pest Control	☐ Other: ________
	☐ Playground	☐ Termite Control	☐ Other: ________
☑ All Common Area Maintenance	☐ Exercise Facility	☐ Dwelling Exterior	☐ Other: ________
	☐ Equestrian Facility	☑ Grounds Maintenance	☐ Other: ________
☐ Internet Service	☐ Marina/Boat Storage	☐ Trash Pick-Up	☐ 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.

9. **VIOLATIONS**. Seller ☐ **HAS** or ☑ **HAS NOT** received any notice or lawsuit from the Association(s) referenced herein alleging that Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation or lawsuit, summarize the same below and the steps Seller has taken to cure the violation.

☐ Check if additional pages are attached.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A

1. **TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER**
   a. Some large or complex communities have one or more layers of associations, master associations, and sub-associations responsible for the administration of different portions of a community. While owners normally pay assessments to one association, that association may be responsible for making assessment payments to other associations. In other cases, an owner may be responsible for paying assessments directly to multiple associations.
   b. Defined: The primary purpose of a Community Association is to operate and administer the community, pay for common expenses, and enforce the Covenants.

2. **CONTACT INFORMATION FOR ASSOCIATION(S)**
   a. **Consent of Buyer to Reveal Information to Association(s)**. Buyer hereby authorizes closing attorney to provide the Association with any contact information for the Buyer in its possession. The closing attorney may rely on this authorization.

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.
   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 Association(s) fiscal year (which may or may not be based on a calendar year) for the fiscal year in which this Agreement closes.
   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. Closing Letter fees are not transfer, Initiation, and Administrative Fees and shall be paid by the Seller regardless of the amount disclosed by the Seller in Section A5 above.

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. **Payment of 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. **Payment of 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 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 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 Transfer, Initiation, and Administrative Fees in excess of the amount disclosed herein. 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.

	Dayn Kelley (dotloop verified 07/26/25 2:38 PM EDT 3OEP-ZTR7-YCZ4-A5DF)
1 Buyer's Signature	**1 Seller's Signature**
	Dayn Kelley
Print or Type Name	Print or Type Name
	07/26/2025
Date	Date
	Janiece Kelley (dotloop verified 09/18/25 12:50 PM EDT FMYK-JKIG-NQLM-INBW)
2 Buyer's Signature	**2 Seller's Signature**
	Janiece Kelley
Print or Type Name	Print or Type Name
	07/26/2025
Date	Date
☐ **Additional Signature Page (F267) is attached.**	☐ **Additional Signature Page (F267) is attached.**