

Smoky Mountain Trail - Lot 8 | Smoky Mountain Village  
\$72,500 | GAMLS# 20061919



Age 55 + gated community with fabulous clubhouse. All of this community is extremely well maintained, with a wonderful spirit of "community." Several community-wide functions in the clubhouse. Location close to library, Civic Center, and all of beautiful, historic downtown Clayton. One of Rabun County's best places to live. City water and sewer. Natural gas is in the street. Note; Gate is locked after hours. Must see agent for code to gate. Must see agent for key to Clubhouse. Neighborhood homes are valued at above \$400,000. Notice the landscaping. Seller is a licensed Real Estate Broker#238602



**TIMOTHY BUTLER**

C: 706-490-0630

O: 706-212-0228

Timothy.Butler@HarryNorman.com  
LuxuryLakeAndMountain.com



*Your Dream Is Our Focus*

Integrity | Local Knowledge | Global Connections





<b>GAMLS No.:</b>	20061919
<b>Property Type:</b>	Land
<b>Property Subtype:</b>	Residential Lot
<b>Address:</b>	0 Smoky Meadow Trail Clayton, GA 30525
<b>Subdivision :</b>	Smoky Mountain Village
<b>Acres:</b>	0.350
<b>Status:</b>	Price Change
<b>Own Condition:</b>	Agent Owned,Covenants/Restrictions

<b>On Market Date:</b>	07/25/2021
<b>List Price:</b>	\$72,500
<b>LP/Acre:</b>	\$207,142
<b>Off Market Date:</b>	
<b>Projected Close:</b>	
<b>Days On Market:</b>	911

#### PROPERTY INFORMATION

<b>County:</b>	Rabun	<b>Total Acres:</b>	0.350 Acres	<b>Elem:</b>	Rabun County Primary/Elementar
<b>Present Use:</b>	Subdivision	<b>Lot:</b>	8	<b>Middle:</b>	Rabun County
<b>Potential Use:</b>	Residential	<b>Price Per Acre:</b>	\$0	<b>High:</b>	Rabun County
		<b>Fees:</b>	\$		
		<b>Waterfront:</b>	0 Ft.		
		<b>Frontage Type:</b>			
		<b>Water Body Name:</b>	Smoky Mountain Village		

**Remarks:** Age 55 + Gated community with fabulous clubhouse. All of this community is extremely well maintained, with a wonderful spirit of "community". Several community-wide functions in the clubhouse. Very close to Library, Civic Center and all of beautiful, historic downtown Clayton . One of Rabun County's best places to live. City water and sewer. Natural gas is in the street. Note; Gate is locked after hours. Must see agent for code to gate. Must see agent for key to Clubhouse. Neighborhood homes are valued at above \$400,000. Notice the landscaping. Seller is a licensed Real Estate Broker#238602

**Directions:** From Clayton, 76 West past Library. Right onto Meadow Stream Ln. Past church turn Left onto Smoky Mtn. Lane. Continue to Right onto Smoky Meadow Ln.

#### FEATURES

<b>Amenities:</b>	Clubhouse,Gated,Fitness Center	<b>Topography:</b>	Level
<b>Boathouse:</b>		<b>Units Per Acre:</b>	1
<b>Road Frontage:</b>	Private Road, 0 ft.	<b>Utilities:</b>	Cable Available,Electricity Available,High Speed Internet,Sewer Available,Phone Available,Underground Utilities,Water Available
<b>Structures:</b>	None	<b>Water Lot:</b>	
		<b>Zoning:</b>	

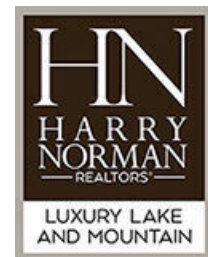
#### OTHER INFORMATION

<b>Association Fees:</b>	\$0	<b>Documents:</b>	Deed Restrictions/Convenants,Plat Map
		<b>Possible Financing:</b>	Cash,Conventional



**Timothy Butler**  
Phone: 706-490-0630  
Email: Timothy.Butler@harrynorman.com

Harry Norman REALTORS  
141 South Main Street  
Clayton, 30525  
Phone: 706-212-0228





# FOR INFORMATIONAL PURPOSES ONLY

eFiled & eRecorded  
DATE: 1/15/2019  
TIME: 10:00 AM  
PLAT BOOK: 02019  
PAGE: 00012  
RECORDING FEE: 8.00  
PARTICIPANT ID: 0121000214  
CLERK: Holly E Henry-Perry  
Rabun County, GA  
NOTE: REC#154143

THIS BLOCK RESERVED FOR THE  
CLERK OF THE SUPERIOR COURT

## SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. 15-8-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES. BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-8-67.

J. SCOTT STROUD  
DATE 07/10/18  
GA PLS H3094

REALMARK SMOKY  
MOUNTAIN, LLC  
D.B. F38/PG. 577  
P.B. 55/PG. 255

REALMARK SMOKY  
MOUNTAIN, LLC  
D.B. F38/PG. 577  
P.B. 56/PG. 256

REALMARK SMOKY  
MOUNTAIN, LLC  
D.B. F38/PG. 577  
P.B. 56/PG. 256

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CHEATING
C-1	20.00'	20.59'	32.00'	91°40'43"	286°28'44"	20.70'	N 62°22'13"W
C-2	85.00'	52.65'	54.28'	63°33'00"	67°24'24"	69.52'	N 15°14'43"E
C-3	100.00'	29.14'	56.72'	32°29'44"	57°17'45"	55.56'	N 30°46'25"E
C-4	20.00'	10.26'	18.96'	54°10'53"	206°28'44"	18.26'	N 41°40'39"E
C-5	40.00'	33.92'	58.63'	63°00'23"	143°14'22"	53.45'	N 26°55'13"E
C-6	40.00'	30.69'	52.36'	75°00'00"	143°14'22"	48.70'	N 52°30'00"W
C-7	40.00'	36.81'	59.51'	89°14'33"	143°14'22"	54.17'	S 47°22'43"W
C-8	40.00'	16.38'	31.10'	44°32'47"	143°14'22"	30.32'	S 17°50'37"E
C-9	20.00'	10.26'	18.96'	54°10'53"	206°28'44"	18.26'	S 12°37'24"E
C-10	70.00'	20.40'	39.70'	32°29'44"	61°51'04"	39.17'	S 30°46'25"W
C-11	115.00'	6.46'	12.91'	6°25'56"	45°49'21"	12.90'	S 43°48'15"W
C-12	115.00'	42.42'	61.28'	10°29'44"	45°49'21"	73.50'	S 20°20'29"W
C-13	115.00'	16.80'	33.37'	16°37'20"	45°49'21"	33.29'	S 09°13'07"E
C-14						22.60'	S 17°51'34"W

EXISTING GRAVEL POAD  
MAPPED 15' FROM C/L

REALMARK SMOKY  
MOUNTAIN, LLC  
D.B. F38/PG. 577  
P.B. 56/PG. 256

OWNER/DEVELOPER  
REALMARK SMOKY MOUNTAIN, LLC  
4564 MEADOW VALLEY DR.  
CLAYTON, GA 30542  
404-560-4766

## NOTES:

- 1) PROPERTY IS PART OF A PLAT PREPARED FOR BASS RIVER PROPERTIES, LLC BY WILLIAM F. ROLAND, R.L.S., DATED MARCH 2, 21.
- 2) PROPERTY IS ALSO PART OF A PLAT PREPARED FOR REALMARK SMOKY MOUNTAIN BY LOVELL, DUNN, MILLER & ASSOCIATES, P.C., DATED 11/29, 2012.
- 3) PROPERTY IS ZONED HB, A VARIANCE WAS GRANTED FOR FRONT BUILDING SETBACK AND LOT SIZE BY THE CITY OF CLAYTON.
- 4) PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS OF RECORD, WRITTEN AND UNWRITTEN.
- 5) FIELDWORK COMPLETED JUNE 29, 2018.
- 6) PROPERTY TO BE SERVED BY PUBLIC WATER AND SEWER.

SURVEYORS:  
LOVELL, STROUD AND



# SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT "A"



2022 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at: **vacant lot #8**

**Smoky Mtn Village, Clayton** Georgia **30525**. 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 DISCLOSURE STATEMENT.** In completing this Disclosure 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) Is the Property vacant?	X	
If yes, how long has it been since the Property has been occupied? _____		
(b) Is the Property or any portion thereof leased?		
EXPLANATION:		

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?	X	
(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.	X	
EXPLANATION:		

3. THE PROPERTY:	YES	NO
(a) How many acres are in Property? .35		
(b) What is the current zoning of Property? Resi		
(c) Will conveyance of Property exclude any mineral, oil, and timber rights?		X
(d) Are there any governmental allotments committed?		X
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?		X
EXPLANATION:		

4. SOIL, TREES, SHRUBS AND BOUNDARIES:	YES	NO
(a) Is there any fill dirt on Property?	X	
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X
(c) Is there now or has there ever been any visible soil settlement or movement?		X
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?		X
(e) Are there any drainage or flooding problems on Property?		X
(f) Are there any diseased or dead trees?		X
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X
EXPLANATION:		

5. TOXIC SUBSTANCES:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Property ever been tested for radon or any other environmental contaminates?		X
EXPLANATION:		

6. OTHER MATTERS:	YES	NO
(a) Have there been any inspections in the past year?		X
If yes, by whom and of what type? _____		
(b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?		X
(c) Have you received notices by governmental or quasi-governmental agency affecting Property?		X
(d) Are there any existing or threatened legal actions affecting Property?		X
(e) Is there any system or item on Property which is leased or which has a fee associated with its use?		X
(f) Are there any private or undedicated roadways for which owner may have financial responsibility?		X
(g) If Property is served by well water, is the well on Property?		X
(h) Has the Property been enrolled in a Conservation Use Program?		X
If yes, when was the Property enrolled? _____		
(i) Are there any other latent or hidden defects that have not otherwise been disclosed?		
EXPLANATION:		

7. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?		X
(b) Is the Property receiving preferential tax treatment as an agricultural property?		X

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.

8. UTILITIES:	
Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property.	
<i>[The utilities listed below that are not checked do not serve Property.]</i>	
<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Public Sewer
<input checked="" type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Public Water
<input checked="" type="checkbox"/> Telephone	<input type="checkbox"/> Private/Well Water
<input type="checkbox"/> Cable Television	<input type="checkbox"/> Shared Well Water
<input type="checkbox"/> Garbage Collection	<input type="checkbox"/> Other _____

☐ Additional pages are attached.

#### SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: Timothy Butler Date: Jul 21, 2022

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Additional Signature Page (F267) is attached.

#### RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Additional Signature Page (F267) is attached.



# COMMUNITY ASSOCIATION DISCLOSURE

## EXHIBIT " C "



2022 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: **vacant lot 38, Smoky Mtn Village**, **clayton**, Georgia **30525** ("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 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Mandatory Membership Condominium Association | <input type="checkbox"/> Mandatory Membership Age Restricted Community  |
| <input type="checkbox"/> Mandatory Membership Community Association   | <input checked="" type="checkbox"/> All units are occupied by person 62 or older.   |
| <input type="checkbox"/> Mandatory Membership Master Association      | <input type="checkbox"/> At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older |
|   | <input type="checkbox"/> Optional Voluntary Association   |

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

a. Name of Association: Smoky Mtn Village  
Contact Person / Title: Nancy Ferguson  
Association Management Company: \_\_\_\_\_  
Telephone Number: 706-490-4920, 706-782-4729 Email Address: nbridges@windstream.net  
Mailing Address: 80 Smoky Mtn, #305 Website: \_\_\_\_\_  
Clayton, Ga. 30525

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

**3. ASSESSMENTS**

The total annual assessments paid to all the above selected Association(s) is \$ 620 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 ☒ 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, after which Buyer's right to terminate shall be deemed waived.



**5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES**

To the extent Transfer, Initiation, and Administrative Fees are fully and accurately disclosed by Seller, Buyer shall pay \$\_\_\_\_\_ for all Transfer, Initiation, and Administrative Fees.

**6. 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:**

- |   |   |  |                                       |
|---|---|--|---------------------------------------|
| <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 type="checkbox"/> Dwelling Exterior | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Internet Service | <input type="checkbox"/> Flood Insurance  | <input type="checkbox"/> Yard Maintenance  | <input type="checkbox"/> Other: _____ |

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

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Concierge                              | <input 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 type="checkbox"/> Other: _____     |
| <input type="checkbox"/> All Common Area Utilities              | <input type="checkbox"/> Golf Course         | <input type="checkbox"/> Pest Control        | <input type="checkbox"/> Other: _____     |
| <input checked="" type="checkbox"/> All Common Area Maintenance | <input type="checkbox"/> Playground          | <input type="checkbox"/> Termite Control     | <input type="checkbox"/> Other: _____     |
| <input type="checkbox"/> Internet Service                       | <input type="checkbox"/> Exercise Facility   | <input type="checkbox"/> Dwelling Exterior   | <input type="checkbox"/> Other: _____     |
|   | <input type="checkbox"/> Equestrian Facility | <input type="checkbox"/> Grounds Maintenance | <input type="checkbox"/> Other: _____     |
|   | <input type="checkbox"/> Marina/Boat Storage | <input type="checkbox"/> Trash Pick-Up       | <input type="checkbox"/> 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:

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☐ 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.

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☐ 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. **Defined:** The primary purpose of a Community Association is to provide for the community, business, and governance aspects of the Association. The Association administers and maintains operation of the community as provided in the deed, Covenants and restrictions, rules and regulations, declaration, and/or other Community Association documents.
- b. **Examination:** Buyer acknowledges that ownership of the Property is subject to declarations, certain restrictions (including the ability to rent the Property), and by-laws, which may include additional costs as a member of a mandatory membership Association. Restrictions are subject to change by actions of the Association.
- c. **Owner Limitations:** If repairs and/or replacement of defects in any common element(s) are the exclusive responsibility of the Association, the owner of the Property is unable to make such replacements and/or repairs.

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

- a. **Consent of Buyer to Reveal Information to Association(s).** 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 address, etc. The closing attorney may rely on this authorization.



### 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.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

  
1 Seller's Signature

Print or Type Name

Jul 21, 2022

12:06 PM

Date

2 Seller's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.