COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT "_____"



2025 Printing

Directions for Filling Out This Community Association Disclosure ("Disclosure"). Seller must fill out this Disclosure accurate completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and Buyer with a revised copy of this Disclosure up until Closing. Notwithstanding Seller's duty to update this Disclosure, Seller's pobligations pursuant to this Disclosure shall be based on Seller's initial disclosure (excluding payment obligations related to assessments). Buyer's Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which I purchasing, Buyer should read the covenants and other legal documents for the community ("Covenants") to better understand Buyer and obligations therein. The Buyer is advised to review "What to Consider When Buying Property in a Community Association" and/or "What to Consider When Buying Property in a Community ("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 select 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 Optional Voluntary Association Voluntary Transitioning to Mandatory (Buyer shall be a voluntary or mandatory member)	provide ayment special Buyer is 's rights (CB16)
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Contact Person / Title:	
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; \$ 600 per quarter; \$ semi-annually; other: \$ per year	

				elect the boxes that reflect how dues are paid):
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	per mont			
	□ \$ per quar	ier; wally:		
	□ \$ semi-anr	r year		
	Δ σαιοι. ψ ρο	year	·	
4.	SPECIAL ASSESSMENTS			
				·
	b. Buyer's total portion of all ap			
		•	` · · ·	boxes not selected shall not be a part of this
	Agreement) 🛮 Monthly [ີ⊒ Quarterly 🗖 Semi-Annເ	ually 🔲 Annually 🔲 Othe	er:
	d. Notwithstanding the above	, if the Buyer's portion of any	and all special assessment(s	s) that are passed or Under Consideration after
	the Binding Agreement Dat	e is \$	or more, Buyer shall have	the right, but not the obligation to terminate the
				in five (5) days from being notified of the above,
	after which Buyer's right to	terminate shall be deemed	waived.	
5.	TRANSFER, INITIATION, AN			
			ion, and Administrative fees	s. Seller will pay any Transfer, Initiation, and
	Administrative Fees above this	s amount.		
_				
6.	OTHER ASSOCIATION EXPE			
				per Year and is paid in installments.
	This fee does not include	de Association Dues or any	Transfer, Initiation, and Admi	inistrative Fees.
	☐ b. <u>Utility Expenses</u> . Buye	er is required to pay for utilitie	es which are billed separately	y by the Association and are in addition to any
	other Association asses	sments. The Association bill	s separately for: Electric	☐ Water/Sewer ☐ Natural Gas
	Cable IV IIIIlei	Thet		
7	ASSESSMENTS DAY FOR F	OLLOWING SERVICES AN	MENITIES AND COSTS TH	ne following services, amenities, and costs are
٠.	included in the Association ann	nual assessment. (Select all v	which apply. Items not selecte	ed in Section 7.a. and/or Section 7.b. shall not be
	part of this Agreement).	•	11.7	
	a. For Property costs include	de the following:		
	☐ Cable TV	☐ Natural Gas	☐ Pest Control	☐ Other:
	☐ Electricity	☐ Water	☐ Termite Control	☐ Other:
	☐ Heating	☐ Hazard Insurance		
	•		☑ Yard Maintenance	Other:
	☐ Internet Service	☐ Flood Insurance	XI Yard Maintenance	Other:
	b. Common Area / Element	Maintenance costs include	e the following:	
	☐ Concierge	Pool	☐ Hazard Insurance	☐ Road Maintenance
	☐ Gate Attendant	☐ Tennis Court	☐ Flood Insurance	☑ Other: Mailbox stations
		☐ Golf Course	☑ Pest Control	
	All Common Area			Other:
	Utilities	☑ Playground	☐ Termite Control	Other:
	☑ All Common Area	☑ Exercise Facility	☑ Dwelling Exterior	Other:
	Maintenance	☐ Equestrian Facility	☑ Grounds Maintenance	Other:
	☐ Internet Service	☐ Marina/Boat Storage	☐ Trash Pick-Up	Other:
		_		
8.	<u>LITIGATION</u> . There ∐ IS or ⊠	IS NOT any threatened or	existing litigation relating to a	lleged construction defects in the Association in
	which the Association is involved	ed. If there is such threaten	ed or existing litigation, pleas	se summarize the same below:
				
	_			
	☐ Check if additional pages a	are attached.		

9. <u>VIOLATIONS</u> . Seller HAS or HAS NOT received any notice or lawsuit from the Association(s) referenced he Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation 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.

1 Buyer's Signature	Mitchell Veface 1 Seller's Signature	
	Mitchell DePace	
Print or Type Name	Print or Type Name 9/28/2025 2:37 PM CDT	
Date	Date—Signed by:	
2 Buyer's Signature	2 Seller's Signature	
	Allison DePace	
Print or Type Name	Print or Type Name 9/29/2025 4:50 AM CDT	
Date	 Date	
☐ Additional Signature Page (F267) is attached.	☐ Additional Signature Page (F267) is attached.	