



Community Disclosure

Association Name

I. TYPE OF ASSOCIATION:

- ☐ Mandatory Membership HOA **For Properties who previously signed joinder agreement
☐ Voluntary Membership HOA **For properties never signing joinder agreement
☐ Mandatory Membership POA
☐ Mandatory Membership COA

Number of Units: _____

II. CONTACT INFORMATION FOR ASSOCIATION:

Community Manager: _____

Telephone Number: _____ Ext: _____

E-Mail Address: _____

Mailing Address: _____

Website Address: _____

Additional Contact Information: _____

III. AGE RESTRICTIONS:

Does the Association have age restrictions?

- ☐ YES
☐ NO

If Yes, the occupancy limit is as follows:

- ☐ At least 80% of the occupied units are occupied by one or more persons who are of the age of 55 years or older.
- ☐ All units are occupied by persons of the age of 62 years or older.

IV. LEASING RESTRICTIONS

Does the Association have Leasing restrictions?

- ☐ YES
☐ NO

If Yes, is there currently a cap on the number of homes that can be leased?

- ☐ YES
☐ NO

If Yes, what is the amount of the cap?

If Yes, has that cap been reached?

- ☐ YES
☐ NO

Please list any other leasing stipulations for the community (i.e. application process or fees, lease requirements, etc.):

V. TRANSFER AND INITIATION FEES:

If inapplicable, please type: **NA**

Initiation Fee: \$ _____ Amenity Card/Remote/Fob: \$ _____

Resale Processing Fee: \$ _____ Gate Remote: \$ _____

*** Tolley Community Management's Resale Processing Fee is \$296.95. We've included a breakdown of the fee below:

New Account Setup Fee: \$100.00 Buyer Welcome Package Fee: \$50.00

Closing Letter \$10.00 Seller Account Closing Fee: \$100.00

Third Party Company Closing Request Fee: \$27.00 Convenience Fee: \$9.95

OTHER Fees: \$ _____

VI. ASSESSMENTS:

Amount _____

Due Date(s) _____

Is there a Master Association? **** Member Recreational Assessment \$305.00**

☐

Yes

☐

No

If so, the Assessment amount is _____

Due Date(s) _____

VII. SPECIAL ASSESSMENTS:

Please list any special assessments that have been passed.

Amount _____

Due Date(s) _____

Please list any special assessments that are being considered.

Purpose _____ Amount _____

VIII. LITIGATION:

To the best of your knowledge, please list any litigation or threat of litigation that currently exist for the Association.

IX. SERVICES PROVIDED BY THE ASSOCIATION:

<u>Utilities for Property</u>	<u>Services</u>	<u>Amenities</u>	<u>Other</u>
☐ Gas	☐ Concierge	☐ Pool	☐ Common Area Pest Control
☐ Water	☐ Gate Attendant	☐ Tennis	☐ Common Area Termite Control
☐ Electric	☐ Trash	☐ Golf	☐ Fire Insurance on Property
☐ Heating	☐ Road Maintenance	☐ Clubhouse	☐ Common Area Insurance
☐ Sewer	☐ Exterior Maintenance	☐ Playground	☐ Marina/Boat Storage
☐ Cable	☐ Landscape Maintenance	☐ Gym	☐ Unit Pest Control
	☐ Common Area Maintenance	☐ Equestrian Facility	☐ Unit Termite Control

Please note: This document expires on 12/31/2025. Please contact the Management Company if you are in need of a document with information reflecting dates after that date.

This document is for informational purposes and is not intended to be a part of any contract, real estate or otherwise. The community manager for the above referenced association completed this form to the best of their knowledge. Information contained herein does not release any owner from any obligations to the association. In addition, owners are still required to obtain a closing letter from the Management Company prior to closing.

Other Fees for Jefferson Township

Exhibit A

Properties with signed joinders

- Capital Reserve Fee- Equal to current year annual assessment (\$390.00 for 2025)

Properties with no signed joinders

- No capital fee due
- To join HOA
Four (4) times the combined amount of the general assessment and the specific assessment for the recreational membership for the year in which an owner wishes to join.

Example for 2025: \$390.00 general assessment x 4 yrs= \$1560.00

Optional swim/tennis (305.000 + \$1560.00= \$1865.00

*Information can be confirmed in Deed Book 14641 pages 3658/3659

**RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
JEFFERSON TOWNSHIP OWNERS ASSOCIATION, INC.**

This Resolution is made by the unanimous written consent of the Board of Directors of Jefferson Township Owners Association, Inc.

WITNESSETH:

WHEREAS, pursuant to the authority contained in Section B.8. of Article IV of the Bylaws of Jefferson Township Owners Association, Inc. and pursuant to Georgia law, the undersigned, being all of the Directors of Jefferson Township Owners Association, Inc., a Georgia not-for-profit corporation, do hereby adopt the following actions in writing without a meeting;

NOW, THEREFORE, be it resolved that:

1. The Board of Directors does hereby unanimously resolve by written consent to allow any homeowner that has paid to the Jefferson Township Owners Association an amount equal to, or greater than the General Assessment levied upon the general membership, each and every year since the initial general assessment of the Jefferson Township Owners Association, to join the Jefferson Township Owners Association without the payment of any initiation fee established. This resolution is intended to be temporary in nature, and may be repealed at any time by the Jefferson Township Owners Association Board without granting any continuing rights for any non-members.

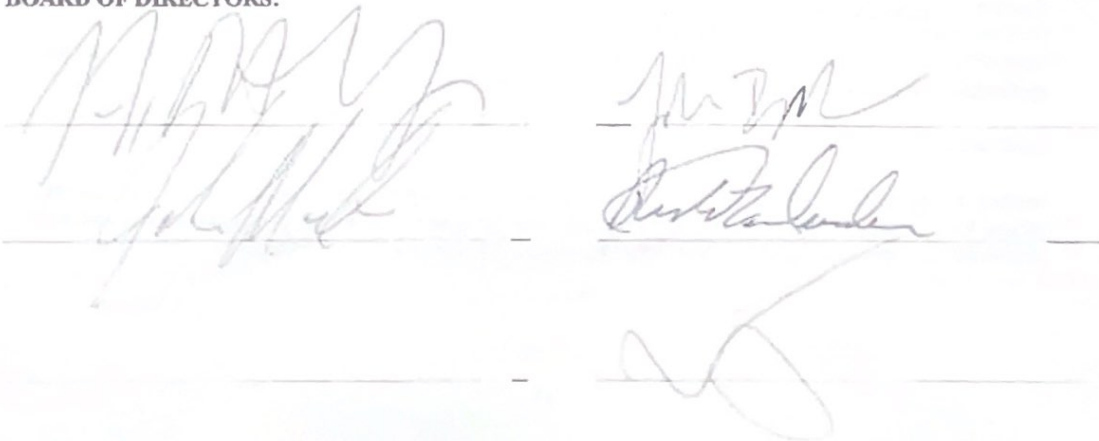
2. The Board of Directors does hereby unanimously resolve by written consent that the initiation fee shall be 4 times the combined amount of the general assessment and the specific assessment for the recreational membership for the year in which an owner wishes to join. The initiation fee shall be waived for all owners joining within 90 days of the date on which the declaration is filed in the county records.

3. The Board of Directors does hereby unanimously resolve by written consent that all members of the predecessor organizations (Jefferson Township Homeowners Association, and the Jefferson Township Swim Tennis Association) shall continue to enjoy their respective membership benefits through the end of the year in which the Jefferson Township Owners Association comes into existence..

This Resolution has been unanimously adopted by all of the members of the Board of Directors of Jefferson Township Owners Association, Inc., and is effective as of the ____ day of _____, 2004.

JEFFERSON TOWNSHIP OWNERS ASSOCIATION, INC.

BOARD OF DIRECTORS:

The block contains several handwritten signatures in blue ink, written over horizontal lines. There are approximately six distinct signatures, some appearing to be initials and others more full names, representing the members of the Board of Directors.

spouse are the beneficiaries thereof, the transferee or grantee becoming the Owner of the Lot at each such transfer or conveyance shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable assessment in an amount equal to the then current year's annual assessment (hereinafter the "Capital Reserve Fee"). All Capital Reserve Fees collected by the Association shall be deposited by the Association in a capital reserve account which shall be for the purpose of funding capital costs required to repair or replace Improvements which are part of the Common Area. The Capital Reserve Fee may be increased by a majority vote of the Board of Directors. The Capital Reserve Fee, together with any late fees, interest, court costs and attorney's fees, also shall be the personal obligation of the person who was the Owner of such Lot immediately preceding the transfer or conveyance who shall be jointly and severally liable for such portion thereof as may be due and payable to by the transferee or grantee at the time of the transfer or conveyance; provided, however, any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in a First Mortgage shall not be liable for the Capital Reserve Fee. Capital Reserve Fees shall be due and payable for any Lot from and after the recording of this Declaration. For purposes of this section, "First Mortgagee" shall mean and refer to the holder of a first priority mortgage. The Capital Reserve Fee shall, from the time it becomes due and payable, be a charge against and continuing lien upon the Lot in favor of the Association and for the benefit of all Owners.

Section 11. Certificate of Payment. Any Owner, mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot, shall be entitled upon request to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five (5) day period, with respect to the Lot involved, to such address as may be specified in the written request therefor, shall cause the lien for assessments to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Owner. Payment of a fee not exceeding Ten and No/100 Dollars (\$10.00) (or such larger amount as may be permitted, from time to time, by the Act) may be required as a prerequisite to the issuance of such a statement.

ARTICLE IX.

USE RESTRICTIONS

Section 1. General. This Article sets out certain use restrictions which must be complied with by all Owners and their respective families, tenants, guests, licensees and invitees. In addition, the Board may from time to time, without the consent of the Owners, adopt, modify or delete Rules and Regulations applicable to the Community as permitted under this Declaration.

Section 2. Residential Use. Each Lot shall be used for residential purposes only.

Section 3. Temporary Structures. No structures of a temporary character, trailer, tent, shack, carport, garage, barn, or other outbuilding, structure or facility shall be used as a residence or sleeping quarters on any portion of the Common Area at any time, either temporarily or permanently.

constitute record notice of the existence and the priority of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required. All persons acquiring liens or encumbrances after this Declaration shall have been recorded shall be deemed to consent that such liens and encumbrances, except as otherwise provided herein, shall be inferior to the lien created by this Declaration.

Section 7. Nonpayment of Assessments. Any assessment levied pursuant to this Declaration which is not paid within thirty (30) days after it is due shall be delinquent. Any assessment thereof delinquent for a period of more than thirty (30) days shall incur a late charge not in excess of the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment and shall also accrue interest at the rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, delinquency or late charge from the date such sum was first due and payable. The lien and personal obligation for assessments shall further secure and include all costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot and reasonable attorney's fees actually incurred, and shall also include the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. The Association shall cause a notice of delinquency to be given to any member who has not paid within thirty (30) days following the due date. If the assessment is not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board and declared due and payable in full, and proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. Nothing in this Section shall be construed to prohibit actions maintainable pursuant to Section 44-3-223 of the Act or otherwise pursuant to this Declaration.

Section 8. No Setoff or Deduction. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, alleged failure of the Association to perform the maintenance responsibilities required under Article V herein, for inconvenience or discomfort arising from the making of repairs or improvements which are responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

Section 9. Application of Payments. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Section 10. Capital Reserve Fee. Upon each and every transfer or conveyance of a Lot to any person other than the spouse of the Owner or to a person who previously owned a Lot within the Community within ninety (90) days prior to such transfer or conveyance or to a trust if the Owner or his