COMMUNITY ASSOCIATION DISCLOSURE
EXHIBIT "_____"

GeorgiaREALTORS®

2026 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 309 Cutty Sark, Alpharetta, Georgia 30005 ("Property").

Seller's Directions for Completing This Community Association Disclosure ("Disclosure"). Seller is encouraged to contact the community association management company, property manager, and/or association board as this Disclosure must be filled out accurately and completely. Seller acknowledges that information regarding community associations can be difficult for buyers to obtain, and Buyer is relying on the information in this Disclosure when deciding whether to purchase the Property. 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, any payment obligations incurred by Seller pursuant to this Disclosure due to the under-disclosure of any amount herein will be calculated based on the amount stated on Seller's initial disclosure and not on the amount subsequently provided on any updated disclosure (excluding payment obligations related to the disclosure of special assessments that come Under Consideration after the Binding Agreement Date that are promptly and accurately disclosed to Buyer).

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 Condominium Association
   - ☑ Mandatory Membership Property Owners' Association or Homeowners' Association
   - ☐ Mandatory 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: Access Management Group - Windward HOA (Community Services)
   Contact Person / Title: Robyn Somerville, Manager
   Association Management Company: Access Management Group
   Telephone Number: 770-802-8360 Email Address: WINDARD@ACCESSMGT.COM
   Mailing Address: 1100 Northmeadow Pkwy Suite 114 Roswell, GA 30076 Website: _____
   b. Name of Master Association: _____
   Contact Person / Title: _____
   Association Management Company: _____
   Telephone Number: _____ Email Address: _____
   Mailing Address: _____ Website: _____
3. **ANNUAL REGULAR ASSESSMENTS ("ASSOCIATION DUES").**
   a. The Association Dues are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):
   - ☑ $ 975 per year; Revised to $824 for 2027
   - ☐ $_____ per month;
   - ☐ $_____ per quarter;
   - ☐ $_____ semi-annually;
   - ☐ If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently $_____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

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b. If applicable, the Association Dues for the Master Association are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):

☐ $_____ per year;
☐ $_____ per month;
☐ $_____ per quarter;
☐ $_____ semi-annually;
☐ If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently $_____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

4. **SPECIAL ASSESSMENTS.**
   a. Buyer's total portion of all Special Assessments Under Consideration is $_ _____.
   b. Buyer's total portion of all adopted Special Assessments is $_____.
   c. Adopted 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: _____

5. **TRANSFER, INITIATION, AND ADMINISTRATIVE FEES.**
   Buyer will pay $ 1000 ^00 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. **Utility Expenses**. Buyer is required to pay for utilities which are billed separately by the Association at a rate that may vary depending on usage and are in addition to any other Association Dues. The Association bills separately for:
   ☐ Electric ☐ Water/Sewer ☐ Natural Gas ☐ Cable TV ☐ Internet ☐ Other: _____

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 subsections (a) and (b) below 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: _____

7. **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.

8. **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.

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B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER.**
   a. **Community Associations Defined**: Community Associations shall mean every type of voluntary or mandatory membership community association including, but not limited to, condominium associations, property owners' associations, homeowners associations, master associations, age restricted communities, and cooperatives. 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. **Purpose**: The primary purpose of a Community Association is to operate and administer the community, pay for common expenses, and enforce the Covenants.
   c. **Disclosure and Acknowledgement Regarding Fees**: Owners of real property in communities where there is a mandatory membership Community Association are obligated to pay certain recurring dues, fees, charges, expenses, 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, which is a Fee levied on owners to fund specific Community Association improvements or projects ("Special Assessment"). Except as otherwise specifically stated herein, Buyer assumes the risk of and shall pay any Fees that increase or come Under Consideration (as that term is defined below) after Closing.

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 REGULAR ASSESSMENTS.**
   a. **Buyer shall pay** any accurately disclosed pre-paid Association Dues (excluding Special Assessments) due at Closing for a period of time after Closing.
   b. **Seller shall pay** 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 any Association Dues 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) in which this Agreement closes.

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. 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 Assessments 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 and Prior to Closing:** With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing and are disclosed by Seller to Buyer, within seven (7) business days of the date of the notice of a meeting at which a Special Assessment will be voted upon:
      I. If the Special Assessment(s) is adopted that portion due prior to or on Closing shall be paid by the Seller; and
      II. Notwithstanding the above, if the Buyer's portion of any and all Special Assessment(s) that come Under Consideration after the Binding Agreement Date and prior to Closing is in excess of the sum of annual Association Dues disclosed in Section A(4) above, 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; and
      III. With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing, Seller shall be liable for and shall reimburse Buyer for that portion of the Special Assessment(s) that was either not timely disclosed or not disclosed accurately.
   e. **Special Assessments Arising After Closing:** Buyer shall pay all Special Assessments that come Under Consideration after Closing.
   f. **Seller Warranty:** Seller warrants that Seller has accurately and fully disclosed all Special Assessment(s) passed or Under Consideration to Buyer and will timely notify Buyer as set forth above if a Special Assessment comes Under Consideration after the Binding Agreement Date and prior to Closing. This warranty and all payment obligations in Section 4 shall survive the Closing.

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 (collectively, "Transfer, Initiation, and Administrative Fees") to the extent the total amount due is accurately disclosed in Section A.5 above.

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b. **Seller Pays:** Seller shall pay Transfer, Initiation, and Administrative Fees in excess of the amount disclosed in Section A.5 above. 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. 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.

6. **OTHER ASSOCIATION EXPENSES.**

a. **Closing 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, Association Dues, or Special Assessments and shall be paid by the Seller regardless of the amount disclosed by Seller elsewhere herein.

b. **Move-In/Move-Out Fees**: Move-in and move-out Fees are not Transfer, Initiation, and Administrative Fees, Annual Assessments or Special Assessments and shall be paid as set forth below regardless of the amount disclosed by Seller elsewhere herein:

I. Seller shall pay any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and

II. Buyer shall pay any Buyer move-in Fees, including security deposits and Fees to reserve an elevator.

1 Buyer's Signature	1 Seller's Signature Madeleine McLean
Madeleine McLean Print or Type Name	Madeleine McLean Print or Type Name
Date	Date
2 Buyer's Signature	2 Seller's Signature
Print or Type Name	Print or Type Name
Date	Date
☐ Additional Signature Page (F267) is attached.	☐ Additional Signature Page (F267) is attached.

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