# The Settlement at Hoods Creek Add 5 Exhibit A to Offer to Purchase

PURCHASER NAME(S):

OFFER TO PURCHASE DATE:1/29/2025

PROPERTY ADDRESS: Lot # ____The Settlement at Hoods Creek

The following items are added to and made a part of the Offer to Purchase as described above:

1) Purchasers have received a copy of the Restrictive Covenants for The Settlement at Hoods Creek, Amendments 3,4 and 5and the By-Laws for the Hoods Creek II Homeowner's Association and agree to abide by same. Buyer is instructed to consult Sections 5 through 8 of the Declaration of Restrictions for Architectural Control requirements.

2) Buyer is aware that Lots will require municipal sidewalks paid for by buyer with Home construction.

3) No property Tax proration will be given if sale occurs within the same year that the Plat was recorded. Buyer will not receive tax Bill for this tax year.

4) Buyer acknowledges that the purchase of a lot in The Settlement at Hoods Creek includes a Membership interest in the Hoods Creek Homeowner's Association and agrees to abide by the Bylaws for said association, a copy of which buyer acknowledges receipt of. Buyer acknowledges that the Homeowner's Association has levied an annual assessment against the individual lots for such items as cul-de-sac and landscaping maintenance, outlot maintenance, insurance for outlots, maintenance of entry monument and ponds, etc. At the time of this offer, the initial ANNUAL association fee shall be $450.00 per lot which shall cover the time period of January 1 through December 31 of each year. No proration will be given buyer to pay $450 at time of closing.

5**) Mailboxes and Lamp Posts**: At the time of closing, buyer shall be charged $1,200.00 for the purchase and installation of a mailbox and for the purchase of a matching lamp post. Buyer is aware that the United States Postal Service has the right to mandate the location of mailboxes within the Subdivision. Mailboxes will be installed by the Developer of the subdivision. Buyer is aware that a minimum 60 day notice is required for the installation of the mailbox. Failure to properly notify the Developer of the need for a mailbox may result in no mailbox being installed at the time of occupancy. Any temporary mailbox required as a result of a failure to properly notify the Developer shall be the responsibility of the Buyer (not Seller, Developer or Association). Buyer is further aware that the subdivision requires the installation of a matching Lamp Post. Lamp Post shall be unswitched and contain a photo-electric cell and be installed at a location on the lot approved by the ACC committee. Buyer is aware that the installation of the Lamp Post is a Buyer responsibility and shall properly notify their builder to include the cost of the installation of the Lamp Post in their construction expense.

6) Buyer hereby acknowledges that the Declaration of Restrictions contains very specific rules regarding the maintenance of trees on individual lots, as well as removal of trees from individual lots. Clear cutting of trees is expressly prohibited. If buyer is intending to remove trees from an individual lot, Buyer is cautioned to review Section 10 of the Declaration of Restrictions.

7) Buyer is aware that the Homeowners Association for the Settlement at Hoods Creek II requires a Construction Deposit from the purchaser of lot. The construction deposit is $2,000.00 and shall be collected from the purchaser at the time of closing and held by the homeowner's association to ensure compliance with the architectural guidelines for construction and to ensure against the damage of any property during construction. Upon completion of the construction, the homeowners association shall refund the deposit to the purchaser in full unless there are documented damages which are deducted from the deposit.

8) Buyer is aware that Outlots as shown on the final plat for the Settlement at Hoods Creek contain various easements, drainage and/or stormwater retention facilities, wetlands and/or floodplain areas. The Homeowners Association is responsible for the maintenance and protection of the Outlots.

**9) DISCLOSURE FOR BUILDERS AND/OR RE-SALE: ALL TERMS AND CONDITIONS CONTAINED WITHIN THIS EXHIBIT A MUST BE PROVIDED TO THE END PURCHASER. IT IS THE BUILDER'S SOLE RESPONSIBILITY TO PROVIDE THIS INFORMATION TO THE PURCHASER OF A READY BUILT OR A SPEC HOME WITHIN THE SUBDIVISION. BUILDERS FAILURE TO PROVIDE THIS INFORMATION SHALL IN NO WAY RELIEVE THE BUILDER, OR THE BUILDER'S BUYER, OF THE RESPONSIBILITIES CONTAINED HEREIN. BUILDER SHALL PROVIDE ALL BUYERS WITH THE COMPLETE LIST OF MATERIALS AS SHOWN PARAGRAPH 9 BELOW.**

**10) BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING DOCUMENTS AND DISCLOSURES, WHICH ARE ATTACHED HERETO AND MADE PART OF THIS OFFER TO PURCHASE: DECLARATION OF RESTRICTIONS FOR SETTLEMENT AT HOODS CREEKAMENDMENTS 1 AND 2 OF DECLARATION OF RESTRICTIONS HOODS CREEK HOMEOWNER'S ASSOCIATION BYLAWS SUBDIVISION VILLAGE APPROVED PLAT AND GRADING PLAN IT IS FURTHER UNDERSTOOD AND AGREED THAT THE BUYER IS ENTERING INTO THIS AGREEMENT BASED ON THE WRITTEN DOCUMENTS AND DISCLOSURES. BUYER'S DESIRE TO ENTER INTO THE AGREEMENT IS MADE WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION OF SELLER OR THEIR REPRESENTATIVES OTHER THAN WHAT IS CONTAINED IN THE AGREEMENT AND ATTACHED EXHIBITS.**

**BUYER HAS READ THE AGREEMENT AND ATTACHMENTS AND UNDERSTANDS THEM.**

BUYER: _____

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SELLER: . HCP2 _____ _____