



DATE: JANUARY 30, 2024
After recording return to:

Lochinver Homeowners Association
P.O. Box 81222
Conyers, GA 30013

CROSS REFERENCE Declaration of Grant of Use Rights: Deed Book: 3738
Page: 0285
Owner's Deed: Deed Book: _____
Page: _____

SUSTAINING MEMBERSHIP - EASEMENT AND USE AGREEMENT

THIS AGREEMENT is made on this ___ day of _____, 202__, by LOCHINVER HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation (the "Association") and the undersigned owner(s) of a residence in Lochinver ("Owner"), which residence is located at _____, Conyers, Georgia 30094 and was conveyed to Owner by a deed recorded in Deed Book _____, Page _____ in the Rockdale County, Georgia land records ("Residence").

WITNESSETH

WHEREAS, pursuant to those certain Articles of Incorporation for Lochinver Homeowners Association, Inc. ("Articles") the Association was organized to provide an entity to further the interests of the owners of the property subject to the Declaration of Covenants for Lochinver recorded in the Rockdale County, Georgia records, among other things; and

WHEREAS, pursuant to the Articles, each owner of a lot within Lochinver subdivision may become a member of the Association by paying the annual dues set by the Association; and

WHEREAS, the Association now desires to grant such member use rights permanently to the consenting members of the Association in exchange for promises to pay annual dues every year and granting enforcement rights for the payment of such dues (the property comprising Lochinver subdivision is hereafter referred to as the "Grantee Property"); and

WHEREAS, the Association executed that certain Declaration of Grant of Use Rights to the Recreational Facilities of Lochinver Homeowners Association, Inc. to homeowners in the Lochinver Community, dated Jan. 12, 2006 and recorded on Jan. 17, 2006 in Deed Book 3738, Page 285, et seq. in the Rockdale County, Georgia land records ("Declaration of Grant of Use Rights"); and

WHEREAS, the Association and Owner desire to enter into this Agreement conveying to Owner an easement appurtenant to the Residence to use the recreational facilities owned and operated by the Association ("Recreational Facilities");



NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Annual Fees. Owner agrees to pay to the Association such annual fees, as may be established from time to time to cover operating expenses in accordance with the By-Laws and the Declaration of Grant of Use Rights, for the use of the Recreational Facilities (which include all property owned and /or maintained by the Association and the administrative expenses related thereto, such as the Association annual registration costs with the Secretary of State, filing tax returns, property taxes, technical support, etc.).

2. Creation of Lien and Personal Obligation for Fee. The annual fee, together with late charges, interest (at a rate set by the board of directors of the Association from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the residence.

The recording of this Agreement shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required.

Each such annual fee, together with late charges, interest, and costs, shall also be the personal obligation of the person who is the owner of the Residence at the time the annual fee falls due. Each Owner shall be personally liable for the portion of each annual fee coming due while the Owner and each grantee of the Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid annual fees of the grantor shall not apply to any first mortgagee taking title through foreclosure proceedings.

No Owner may waive or otherwise exempt themselves from liability for the annual fee provided for herein, including, by way of illustration, but not limitation, abandonment of the Residence. No diminution or abatement of any annual fee shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay such annual fees being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent annual fees.

3. Easement. The Association hereby conveys to Owner an easement appurtenant to the residence to use the Recreational Facilities as provided and upon the terms and conditions set forth in the By-Laws and the Declaration of Grant of Use Rights. Such easement shall be appurtenant to and shall run with the title to Owner's Residence and may not be transferred, conveyed, pledged, or assigned. The rights of the Owner under such easement may be suspended by the Association for any period during which any past due annual fees remain unpaid and for a reasonable period of time for an infraction of any rule applicable to the use of the Recreational Facilities.

4. Successors Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, assigns, successors, and successors-in-title to the Recreational Facilities and the Residence.



IN WITNESS WHEREOF, the Owner and the Association have signed and sealed this Agreement the day and year first above written.

ASSOCIATION: LOCHINVER HOMEOWNERS
ASSOCIATION, INC.,
a Georgia nonprofit corporation

BY: _____
Dwight Wicks, President

[CORPORATE SEAL]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public [NOTARY SEAL]

OWNER: _____
Print name

[SIGN]

OWNER: _____
Print name

[SIGN]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public [NOTARY SEAL]