

Upon recording return to:
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Peachtree Corners, Georgia 30092
STEEPL.0001

COUNTY OF GWINNETT

STATE OF GEORGIA

**DECLARATION OF MANDATORY MEMBERSHIP
FOR STEEPLECHASE RESIDENT HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION is made on this ____ day of _____, 20__ by **Steeplechase Resident Homeowners' Association, Inc.**, a Georgia nonprofit corporation (the "Association").

WITNESSETH

WHEREAS, pursuant to those certain Articles of Incorporation for Steeplechase Resident Homeowners' Association, Inc. filed with the Georgia Secretary of State on April 20, 1988 (the "Articles") for the purpose of being a fraternal and social organization for the residents of the Steeplechase Subdivision located off Sever Road in Gwinnett County, Georgia, maintaining the grounds and entertainment facilities located in Steeplechase Subdivision, promoting the health and welfare of the residents of Steeplechase Subdivision and protecting their investment, engaging in any lawful business or activities related thereto, engaging in any lawful act or activity for which corporations may be organized under the Georgia Nonprofit Corporation Code; and

WHEREAS, pursuant to the duly adopted Bylaws of the Association, every person or entity who is a record owner of any lot in Steeplechase Subdivision, Sever road, Gwinnett County, Georgia, and who holds such property as their principal residence (a "Resident") is eligible for membership in the Association and the Association has two classes of membership ("Facility Membership" and "Community Membership"); and

WHEREAS, for the purposes of this Declaration, all references to "Steeplechase Subdivision" shall be deemed to mean the real property within Steeplechase Subdivision described on Exhibit "A" hereto and made a part hereof;

WHEREAS, the Association desired to establish the Community Memberships as a perpetual membership category in the past, through the use of consents from lot owners; and

Comment [AB1]: Below are the basic statements of what the Association is wanting to do and how it has authority to do it.

WHEREAS, the Association desires now to continue to convert such Community Memberships to perpetual memberships, that run with title to the land, and to do so in a manner that will provide clarity to members and to third parties searching title to lots within Steeplechase Subdivision;

NOW, THEREFORE, the Association declares that Community Members may convert their memberships into a permanent membership status, intended to be perpetual and to run with title to such owners' lot, upon the following terms and conditions:

1. **Qualifications for Member Use.** Consenting owners of real property and a home within the Steeplechase Subdivision are hereby granted Community Member privileges in perpetuity, such rights to run with the title to the Members' real property within Steeplechase Subdivision, in accordance with the terms of this Declaration and the Bylaws, except for the terms of Article II, Section 5 of the Bylaws ("Resignation of Membership") which shall no longer apply. Such consent shall be made by a consent recorded in the real property records of Gwinnett County, Georgia to such terms. Such permanent Community Memberships will, once the consent is recorded, pass with title to the lot to successors in title, and upon conveyance of title the past owner shall no longer hold the rights and obligations of the Community Member personally.
2. **Fees.** Community Member fees and dues shall be as determined with the Bylaws. The Association shall have a lien against each Member's lot to secure payment of all delinquent assessments, dues, and fees (collectively, "Assessments"), as well as interest, late charges (subject to the limitations of Georgia law), costs of collection (including attorneys' fees), and any other charges authorized in the Bylaws. Such lien shall be perpetual upon the recordation of this Declaration in the public records of Gwinnett County, Georgia. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; and (ii) the lien or charge of any first mortgage or security deed recorded in the public records which was made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. The Association may bid for the lot at the foreclosure sale and thereafter hold, lease, mortgage, and convey the lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving its lien. The sale or transfer of any Lot shall not affect the Association's lien or relieve such Lot from the lien securing any subsequent Assessments. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage shall extinguish the lien as to any installments of such Assessments due prior to the mortgagee's foreclosure. The subsequent owner of the foreclosed Lot who obtains title to a Lot pursuant to the foreclosure of a first Mortgage shall not be personally liable for Assessments due prior to such acquisition of title. Each owner,

Comment [AB2]: This paragraph sets out the criteria for determining who is a "permanent Community Member." It further notes that by becoming a permanent Community Member, the owner is giving up the right to resign their membership.

Comment [AB3]: This portion of Section 2 creates the right to file liens for unpaid dues and assessments. This is a standard right that Associations have, but to be enforceable, the language must be recorded in the real property records so that others can find it and know that the right applies to the permanent Community Members' lots.

Comment [AB4]: The right to collect unpaid amounts by lien also extends to allowing the Association to enforce the lien through a lawsuit or through foreclosure. In Georgia, there are two types of foreclosure processes, judicial and nonjudicial. This language preserves the full scope of market-accepted enforcement rights for Associations with permanent memberships.

Comment [AB5]: Because the status of "permanent Community Member" is attached to the lots, and it is intended to be passed with ownership of the lot, the obligation to pay any unpaid dues or assessments would go along with any attempt to give title to another person or entity. This is also a market-standard provision relating to unpaid assessments.

by consenting to permanent Community Member status, consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association.

3. Binding Effect and Duration. All of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration shall be held, sold, used, and conveyed subject to the terms of this Declaration which shall be binding upon the Association and all of the properties within Steeplechase Subdivision which consent to this Declaration, and shall run with the title to such real property. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Steeplechase Subdivision, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Steeplechase Subdivision. Unless terminated by the Association and the owners of property that has submitted to this Declaration as provided below, this Declaration is intended to have perpetual duration. However, so long as Georgia law limits the period during which covenants may run with the land, any provision of this Declaration affected by such law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of 20 years, unless terminated in accordance with O.C.G.A. statute 44-5-60, as it may be amended, within the year proceeding any extension. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement. If any provision of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue in effect only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Comment [AB6]: This is part of the language needed to make it clear that the owners that consent are intending that the permanent Community Member status be attached to ownership of their lot in Steeplechase, and will be passed to subsequent owners of that property.

Comment [AB7]: Georgia law has some quirks when it comes to covenants, like this one. One of these quirks limits such a covenant to lasting only 20 years; however, cases have upheld the uses of provisions that create automatic renewals for additional time periods to effectively cause the covenant to last in perpetuity (subject to the next provision below). This is how we achieve the "permanent" in "permanent Community Member."

Comment [AB8]: This provision addresses a very old legal concept known as the "rule against perpetuities." The rule was created to prevent the "entailment" or restriction of real property (land) forever. To comply, one must create a termination date of some sort. To do this, we pick a measuring life and their descendants. . . Often, Americans will ask why we use the Queen of England for this purpose, given that this is the United States. The reason is that given our political reality, we do not follow the bloodlines of our politicians the way the bloodlines of the English monarchy are followed. There is a level of certainty about who the descendants are – it's followed in the news and tracked by scholars. We don't follow our politicians in the same way and it would prove difficult after the passage of a relatively short period of time to find a past president's descendants.

IN WITNESS WHEREOF, the officers of the Association have signed and sealed this Declaration the day and year first above written as the action of the Association.

ASSOCIATION: **Steeplechase Resident Homeowners' Association, Inc.**

Signed, sealed and delivered
On the ___ day of _____, 20___
In the presence of:

By: _____
Its: _____

Unofficial Witness

Attest: _____
Its: _____

Notary Public

EXHIBIT "A"
Steeplechase Subdivision

ALL THAT TRACT OR PARCEL OF LAND lying and being in District 7, Land Lot 113 of Gwinnett County, Georgia as more specifically described in that certain Final Plat for Steeplechase, prepared by Hayes, James and Associates and containing the seal of Georgia Registered Land Surveyor Billy Ray Cheek, as recorded in Plat Book 28, Page 141, on November 28, 1984 in the public records of the Clerk of the Superior Court of Gwinnett County, Georgia, the metes and bounds being contained therein and being incorporated herein by reference.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in District 7, Land Lots 83 and 113 of Gwinnett County, Georgia as more specifically described in that certain Final Plan for Unit Two Steeplechase, prepared by McNally & Patrick, Inc. and containing the seal of Georgia Registered Land Surveyor Lloyd C. McNally Jr., as recorded in Plat Book 35, Page 146, on April 17, 1986 in the public records of the Clerk of the Superior Court of Gwinnett County, Georgia, the metes and bounds being contained therein and being incorporated herein by reference.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in District 7, Land Lot 112 of Gwinnett County, Georgia as more specifically described in that certain Final Plat for Steeplechase Unit Three, prepared by McNally and Patrick and containing the seal of Georgia Registered Land Surveyor Lloyd C. McNally, Jr., as recorded in Plat Book 45, Page 192, on June 17, 1988 in the public records of the Clerk of the Superior Court of Gwinnett County, Georgia, the metes and bounds being contained therein and being incorporated herein by reference.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in District 7, Land Lot 112 of Gwinnett County, Georgia as more specifically described in that certain Final Plan Unit Four for Steeplechase, prepared by McNally & Patrick and containing the seal of Georgia Registered Land Surveyor Lloyd C. McNally, Jr., as recorded in Plat Book 51, Page 99, on June 5, 1990 in the public records of the Clerk of the Superior Court of Gwinnett County, Georgia, the metes and bounds being contained therein and being incorporated herein by reference.