Covenant to Pay Membership Dues
to Shorewood Property Owners Association, Inc.

In years past, there has been a group of owners who have claimed that they are not responsible for payment of membership dues. These owners have asserted that any obligation to pay membership dues lapsed when the Restrictions and Covenants for Shorewood Estates and Camping Club expired. This is not correct under Georgia Law.

In Georgia, the law provides that the obligation to pay for maintenance of common property is an enforceable covenant against a purchaser with notice. *See, Timberstone Homeowner's Ass'n v. Summerlin*, 266 Ga. 322, 323-24, 467 S.E.2d 330, 332 (1996). The law does not require a covenant to pay membership dues to be contained within a recorded declaration of covenants. In fact, even when the covenant to pay membership dues is found in an expired declaration, the obligation to pay endures. *See*, *Arbor Station Homeowners Serv. v. Dorman*, 255 Ga.App. 866; 567 S.E.2d, 102 (2002). Where a covenant is recorded, any subsequent purchaser is charged with legal notice of it, even if the covenant is not stated in the purchaser's deed.

The covenant to pay membership dues is in full force and effect for owners who have taken ownership of a Lot subject to a covenant obligating them to do so. Shorewood Property Owners Association, Inc. has a legal right to enforce the obligation of an owner to pay membership dues if any deed in the chain of title expresses that the Lot is subject to the charges provided for under the By-Laws of Shorewood Property Owners Association, Inc. The covenant is commonly expressed in terms substantially similar to the following:

> By the acceptance of this deed the Grantee and Grantee's heirs, legal representatives, assigns and successors to the above-described property become members of the Shorewood Property Owners Association, Inc and the above-described property shall be subject to the Rules and Regulations of said Association and subject to the charges as provided for under the By-Laws of the Association.

This covenant does not have to be expressed in the deed conveying title to the current owner but must only be expressed in any recorded deed conveying ownership of the Lot to any prior owner.

In a recent case brought before the Superior Court of Stephens County, State of Georgia, the Court held that Shorewood Property Owners Association, Inc. was entitled to collect membership dues owed by a member based upon the covenant language contained in the chain of title. The fact that the declaration of restrictive covenants may have expired had no impact on the Association's right to collect membership dues. The Association was awarded unpaid membership dues, attorney's fees, and costs. *See*, Stephens County Superior Court Civil Case No. 2022000333.