

# Brookcliff Property Owners Association Inc. Recreation Area

Whereas, the By-Laws of the Brookcliff Property Owners Assoc. provided that the Association may grant membership in the recreation area owned by the Association, provided said memberships shall be for a one –year term thereof and shall not provide the subscriber thereof with any rights in the Association other than use of the facilities mention herein.

Whereas, the executive officers of the Association on March 3, 2026 did authorize and direct that memberships be offered at a cost of Four Hundred and Fifty Dollars (\$450).

Whereas, the subscription hereof has been approved by the Board of Directors.

## WITNESSETH:

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, by Brookcliff Property Owners Assoc., Inc. of Marietta, Cobb County, Georgia, hereinafter referred to as “Association,” and \_\_\_\_\_ of \_\_\_\_\_, Georgia, hereafter referred to as “Member”. In consideration of the mutual promises herein contained and the payment of \$450 by Member to Association, the parties agree as follows:

1. The Association hereby grants to Member a license to use the Association’s recreation area, subject to all the terms and conditions hereof, as well as all rules and regulation of the area, having been previously published.
2. This membership shall be granted for the May 20\_\_ to April 20\_\_ period only and shall terminate in any event at the end of the period.
3. This membership shall be solely for the benefit and use of the Member and his immediate family.
4. This membership shall not be assigned, transferred, encumbered of, in any manner placed in the possession of any other party or entity for their use and benefit.
5. Member shall obtain approval from the Association for any private parties to be held on the recreation area grounds, including the pool, tennis courts and play areas.
6. Member hereby accepts the area in its present condition and agrees herein that he will hold the Association harmless in all respects as to negligence or any acts or omissions creating liability which he or his immediate family may have to a third party while utilizing the swimming facility, tennis courts or play areas.
7. The Association shall not be required in any manner to maintain the area for any period of time after the date of this agreement, and this agreement shall not impose any duties upon the Associations to maintain the area hereafter.
8. Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination such notice to be given not less than thirty days prior to the date therein specified. Should the premises, or any essential part be totally destroyed by fire or other casualty, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within thirty days following such partial destruction and not less than thirty days prior to the termination date therein specified. If Member shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy of insolvency law, the Association may terminate this agreement by giving written notice to the Member specifying the date of termination.
9. In the event of termination as provided herein, the Member acknowledges there will be no refund of any pert of his membership fee as provided herein.
10. The Member shall at all times adhere to and abide by any new rules or regulations of the Association regarding recreation area hereinafter specified and published.

I Accept \_\_\_\_\_ **The Member(s) agree that by selecting "I Accept" using any device, means or action, you consent to the legally binding terms and conditions of this Agreement. You further agree that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.**

IN WITNESS WHEREOF, the parties have executed this Membership Agreement at Marietta, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

MEMBER \_\_\_\_\_ BROOKCLIFF PROPERTY ASSOC., INC.

Address: \_\_\_\_\_ By: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Names of Family Members: \_\_\_\_\_

Referred by / Referred (check one): \_\_\_\_\_