

One Club House Homeowners' Associations

A **Joint Maintenance Agreement** dated October 16, 1995, obligates the **One Club House Lane Homeowners' Associations (HOAs)**, representing One Club House Lane **Sector 12 (OCHL-12)** and One Club House Lane **South (OCHL-S)**, to share responsibility for maintenance of the Easement Areas at the One Clubhouse Lane entrance to their developments off Harbour Pointe Blvd. The **Easement Areas** include a setback area on the north side of One Clubhouse Lane running from Harbour Pointe Blvd west to 59th Ave W, a setback area on the South side of One Clubhouse Lane running from Harbour Pointe Blvd west to a point opposite Bayview Drive, and includes the three center islands on One Clubhouse Lane at the entrance to the developments.

In addition to outlining maintenance responsibilities, the Joint Maintenance Agreement also provides **guidelines for management of the agreement** which may be modified by mutual agreement of both HOAs.

FOLLOWING ARE THE MODIFICATIONS TO THE MANAGEMENT GUIDELINES THAT ARE HEREBY AGREED BY BOTH HOAS:

Effective January 1, 2013 through December 31, 2014, the following modifications to the Joint Maintenance Agreement Guidelines are agreed:

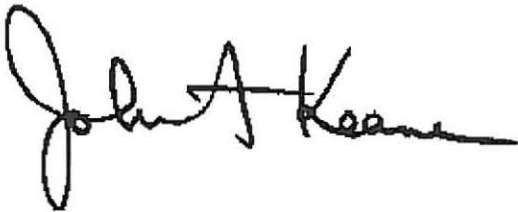
1. **OCHL-S** will manage the following for which each HOA will pay 50% of the costs:
 - Regular and prompt payment of the **water and electricity** bills for service to the easement areas on both sides of One Clubhouse Lane and on the center islands.
 - The **regular operation and prompt repair if necessary of the water and electrical utility systems** in all the easement areas and the center islands, including any necessary replacement of light fixtures (but not replacement of light bulbs). This includes arranging for prompt replacement of any shrubs, plants, etc., removed during underground repair of the utility systems, and any other unforeseen but necessary system modifications that are not expressly outlined.
 - Any necessary **trimming or replacement of trees** in the center islands and any other required center islands non-routine repair work (e.g., replacement of cement edging or shrubs destroyed in a car accident).
 - At least every six months, **OCHL-S will submit to OCHL-12 a bill** for 50% of the above costs which may not include a management fee.
 - 30 days after the billing has been submitted to OCHL-12, an **interest charge of 1%** per month will be added to any unpaid bill or portion of an unpaid bill.
2. **OCHL-12** will assume full responsibility, and pay 100% of the costs, for **all routine and non-routine maintenance** of the easement area on the **north side of One Clubhouse Lane**. This maintenance includes all grass cutting, fertilizing, trimming, planting or replacement of shrubbery, plants or flowers, the cleaning or repair of monuments, and replacement of light bulbs (but not light fixtures).
3. **OCHL-S** will assume full responsibility, and pay 100% of the costs, for **all routine and non-routine maintenance** of the easement area on the **south side of One Clubhouse Lane**. This maintenance includes all grass cutting, fertilizing, trimming, planting or replacement of shrubbery, plants or flowers, the cleaning or repair of monuments, and replacement of light bulbs (but not light fixtures).

4. **OCHL-12** will assume full responsibility, and pay 100% of the costs, for **all routine maintenance of the shrubbery, plants, etc., on the three center islands** (with the exception of the trimming or replacement of trees and other non-routine repair work as noted above). This maintenance includes all routine fertilizing, trimming, planting or replacement of shrubbery, plants or flowers, and replacement of light bulbs (but not light fixtures).

OCHL-12 HOA and OCHL-S HOA further commit to working in a cooperative manner for the benefit of our respective communities and to maintaining the matching design and aesthetics of the monuments, shrubbery, plants, flowers and lawn areas on both sides of the entrance, to prompt arrangement for any necessary repair work, prompt replacement of burnt-out light bulbs, and prompt response to inquiries and requests from the other HOA.

These modifications to the Joint Maintenance Agreement's management guidelines will expire on December 31, 2014 unless extended by written agreement of both OCHL-12 HOA and OCHL-S HOA.

Signed on behalf of their respective Boards of Officers,



John F. Keane
President
One Club House Lane Sector 12 HOA

January 10, 2013



~~President~~ vice president
One Club House Lane South HOA

January 14, 2013