



Property Management Agreement for Monuments

This agreement is entered into effective June 5, 2024, by and among Pineridge Homeowners Association (PR), and Villa Carriage Homes at Pineridge Homeowners Association (VC) and Lifestyles Homes at Pineridge Homeowners Association (LS) and collectively referred to as the "Associations".

Recitals

Whereas, PR would like to more clearly define the maintenance responsibilities for the Monuments outlined in a 2005 Agreement.

Whereas, the Monuments were originally deeded to VC with the corresponding obligation for maintenance; however, the Associations have determined that it would be in their best interests for PR to maintain the Monuments so as to provide uniformly in the community.

Whereas, Article XI 11.1 of the PR CCRs provided PR "may maintain other property which it does not own; including, without limitation, any property that has been transferred to the County or dedicated to the public, if the Board determines that such maintenance is necessary or desirable.

Whereas, PR agreed to treat the Entrance Monuments as if the Monuments were a General Common Element of PR and maintain the Monuments in accordance with the PR CCRs and other practices and procedures adopted by PR.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and the parties hereto agree to follow:

1. PR is responsible for the lighting on top of the Monuments and agrees to continue to be responsible for the ground lighting that illuminates the front of the Monuments. This does not include lawn maintenance. All lawn maintenance and irrigation are to be provided by VC.
2. PR owns and is responsible for landscaping the center island at the Main Entrance and agrees to continue to plant vegetation in front of the Main Monuments so as to provide a uniform and a cohesive look to the Main Entrance.
3. PR annually treats approximately 130 trees in Track A open space bordering residences for beetle infestation and has and will continue to include the treatment of approximately 21 trees at the Main and West Monument Entrances per the attached images, as part of that maintenance. All other tree maintenance is the responsibility of VC.

Property Maintenance Agreement (continued)

June 5, 2024

4. PR shall not be required to obtain the approval, either before or after, of LS or VC with respect to any changes made to the Monuments or aforementioned maintenances including without limitation, any landscape or irrigation additions, deletions, or changes of a permanent nature.
5. This agreement shall continue until such time as the Board of Directors of any Associations shall give three (3) months advance written notice to the other Associations of the intent to terminate this Agreement. At the time of the termination of this Agreement, VC shall assume maintenance responsibility for the Monuments and accepts the Monuments in an "AS IS" condition and waives any claim for changes or modifications to the Monuments other than that resulting from a breach of this Agreement.
6. PR and VC will continue to pay the utility bills as they are currently doing.
7. LS is party to this Agreement solely because of its being party to the original 2005 Agreement.

Pineridge Homeowners Association

By: 

Title: Vice President

Date: June 5, 2024

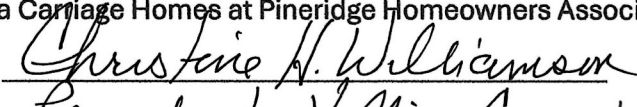
Lifestyles Homes at Pineridge Homeowners Association

By: 

Title: President

Date: 6/5/2024

Villa Carriage Homes at Pineridge Homeowners Association

By: 

Title: President Villa Carriage
NOA

Date: 04-02-2024