

# Memorandum of Understanding between Villas at Woodson Bend Condominium and Bluffs Manor Subdivision

Date: January 15, 2021

## Introduction

This memorandum of understanding (MOU) is intended to establish a better working relationship between Villas at Woodson Bend Condominium (hereafter referred to as Villas) and Bluffs Manor Subdivision (hereafter referred to as Bluffs) for the present and the future. The parties agree to cooperate in good faith and mutual respect to provide and share certain common services and facilities for the benefit of their respective residents.

## Purpose

The purpose of this MOU is to:

- Define the scope and terms of the shared services and facilities that Villas will offer to Bluffs in exchange for an annual fee.
- Establish a fair and transparent mechanism for calculating and invoicing the annual fee based on actual expenses incurred by Villas.
- Outline the rights and responsibilities of both parties regarding the use, maintenance, and improvement of the shared services and facilities.
- Set forth the process for resolving any disputes or issues that may arise from the implementation of this MOU.

## Shared Services and Facilities

The shared services and facilities that Villas will provide to Bluffs under this MOU are the following:

- **Social Activities:** Villas will host various social events and activities throughout the year for the enjoyment of both Villas and Bluffs residents. Residents of the Bluffs are welcome to participate in the planning of social activities. Bluffs will have equal access and participation rights to these events and activities.

- Website Operations: Villas will maintain and update a website that contains information and resources relevant to both Villas and Bluffs residents.
- Pool Operations: Villas will operate and maintain a pool facility that is open to both Villas and Bluffs residents during the pool season. Bluffs will have equal access and usage rights to the pool facility and will abide by the pool rules and regulations set by Villas.
- Landscaping: Villas will perform landscaping services for the front gate and the clubhouse areas that are shared by both Villas and Bluffs residents. Bluffs will have equal access and enjoyment rights to these areas and will contribute to their upkeep and beautification.
- Mowing: Villas will perform mowing services for the clubhouse area that is shared by both Villas and Bluffs residents. Bluffs will pay 10% of the actual mowing expenses.
- Trash Receptacles: Villas will provide trash receptacles for both Villas and Bluffs residents to dispose of their garbage. Bluffs will not receive trash pick-up service from Villas and will be responsible for their own trash disposal.
- Clubhouse Operations: Villas will operate and maintain a clubhouse facility that is available for both Villas and Bluffs residents to use for various purposes. Bluffs will have equal access and reservation rights to the clubhouse facility and will abide by the clubhouse rules and regulations set by Villas.
- Front Entrance Operations: Villas will operate and maintain the front entrance gate and security system that is used by both Villas and Bluffs residents. Bluffs will have equal access and security rights to the front entrance and will cooperate with Villas in ensuring its proper functioning and safety.
- Snow Removal: Villas will perform snow removal services for the main roadway in and out of the neighborhood that is used by both Villas and Bluffs residents. Bluffs will pay a percentage of the actual snow removal expenses for each event based on the length of the roadway.

## Annual Fee and Invoicing

The annual fee that Bluffs will pay to Villas for the shared services and facilities under this MOU will be based on the actual expenses incurred by Villas for the agreed upon items.

The annual fee will be calculated as follows:

- Villas will prepare an annual budget for the shared services and facilities items and share it with Bluffs before the start of each fiscal year.

- Villas will track and document the actual expenses for the shared services and facilities items and share them with Bluffs on a quarterly basis.
- Villas will invoice Bluffs quarterly based on the actual expenses for the shared services and facilities items and the agreed upon percentages or formulas for each expense line item.
- The invoice is based on the ratio of the Bluffs homeowners to the total number of units, including the Villas, at the beginning of each new calendar year. For example, there are 74 total units in 2024, with 63 Villas and 11 Bluffs. The Bluffs will pay  $11/74$  of the total shared services costs.
- Villas will charge the Bluffs a \$100 lot fee every year for each lot that is not developed, Villas Ventures will be responsible for 1 lot fee regardless of the number of undeveloped lots. This charge will be at the start of each new calendar year, depending on how many lots are not developed at that time.
- Bluffs will pay the invoices within 30 days of receipt and notify Villas of any questions or concerns.

## Rights and Responsibilities

Both parties agree to the following rights and responsibilities regarding the shared services and facilities under this MOU:

- Both parties will have equal access and participation rights to the shared services and facilities and will respect and accommodate each other's needs and preferences.
- Both parties will abide by the rules and regulations set by Villas for the shared services and facilities and will report any violations or problems to Villas.
- Both parties will contribute to the maintenance and improvement of the shared services and facilities and will notify Villas of any damages or defects.
- Villas will share plans for major expense items or special projects that are tied to the shared services and facilities items (e.g. new clubhouse flooring) so that Bluffs are informed of the pending increase in spending and can provide feedback or suggestions.
- Bluffs will share in the special project expenditures that are tied to the shared services and facilities items (e.g. new pickleball court) unless they opt out of the project. If Bluffs opt out of the project, they may lose access or usage rights to the improved facility or service and may have to fund access security of some fashion.

- Both parties will communicate and consult with each other regularly and promptly regarding any issues or concerns related to the shared services and facilities and will seek to resolve them amicably and constructively.

## Dispute Resolution

In the event of any dispute or disagreement arising from the interpretation or implementation of this MOU, the parties agree to the following dispute resolution process:

- Both parties will attempt to resolve the dispute or disagreement through direct and informal communication and negotiation.
- If the dispute or disagreement cannot be resolved through direct and informal communication and negotiation, both parties will escalate the matter to their respective boards of directors and seek to resolve it through mediation.

## Duration and Termination

This MOU will take effect upon the signature of both parties and will remain in force until terminated by either party. Either party may terminate this MOU by giving a written notice of termination to the other party at least 90 days before the intended date of termination. Upon termination, both parties will settle any outstanding payments or obligations and will cease to use or access the shared services and facilities provided by the other party.

## Signatures

By signing below, the parties agree to the terms and conditions of this MOU and acknowledge that it is a legally binding document.

Villas At Woodson Bend Condominium Association, Inc, a Kentucky nonprofit corporation	Bluffs Manor Homeowners' Association, Inc., a Kentucky nonprofit corporation
Name: <u>Brett Deininger</u>	Name: <u><i>[Signature]</i></u>
Title: <u>_HOA President_</u>	Title: <u>Bluffs HOA President</u>
Date: <u>_3/19/2024_</u>	Date: <u>5/8/2024</u>