

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on January 1, 2018, by and between Martins Bluff Neighbors Homeowners Association, of PO Box 174, Kalama, Washington 98625 (hereinafter referred to as "MBNHOA") and Dave's View at Martin's Bluff Homeowners Association, of PO Box 2004, Kalama, Washington 98625 (hereinafter referred to as "DVMBHOA") for the purpose of achieving the various aims and objectives relating to the Shared Maintenance Agreement.

WHEREAS MBNHOA and DVMBHOA desire to enter into an agreement in which MBNHOA and DVMBHOA will work together;

AND WHEREAS MBNHOA and DVMBHOA are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary;

This Memorandum of Understand is a binding agreement between the parties. The parties anticipate they may enter into a subsequent agreement that will contain additional terms.

Obligations of the Partners

The Partners acknowledge that a contractual relationship is created between them by this Memorandum, and agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by MBNHOA include:

Shall be responsible for forty percent (40%) of the maintenance and repair costs associated and incurred with the front entrance to the development, forty percent (40%) of the cost of utilities for the front entrance, and forty percent (40%) of the cost to maintain the common road in Phase 1 known as Dave's View Drive and eighty-five percent (85%) of the portion of Dalyn Court from Dave's View Drive to the mailbox bank after October 24, 2017. The share of the portion of Dalyn Court from Dave's View Drive to the mailbox bank will revert to 100% when Phase 2 and 3 relocate their mailboxes to their community.

b. Services to be rendered by DVMBHOA include:

Shall be responsible for sixty percent (60%) of the maintenance and repair costs associated and incurred with the front entrance to the development, sixty percent (60%) of the cost of utilities for the front entrance, and sixty percent (60%) of the cost to maintain the common road in Phase 1 known as Dave's View Drive and fifteen percent (15%) of the portion of Dalyn Court from Dave's View Drive to the mailbox bank after October 24, 2017. The share

of the portion of Dalyn Court from Dave's View Drive to the mailbox bank will revert to 0% when Phase 2 and 3 relocate their mailboxes to their community.

Resources

The Partners will endeavor to secure the funds necessary to fulfill their individual financial contributions at the start of this agreement.

- a. MBNHOA agrees to involve DVMBHOA in the process of requesting bids or proposals for the maintenance of the front entrance and the common road in Phase 1 known as Dave's View Dr. MBNHOA further agrees to involve DVMBHOA in the review of submitted bids or proposals and the subsequent selection of any new contractor(s).
- b. MBNHOA agrees to provide a full accounting of the maintenance and repair costs associated with this agreement and invoice DVMBHOA for their share after vender/service provider invoices are received. MBNHOA also agrees to provide DVMBHOA, upon request, copies of all invoices and payments to suppliers.
- c. DVMBHOA hereby agrees to remit within 10 working days, the amount invoiced by MBNHOA for DVMBHOA's responsible share of the maintenance of the front entrance, front entrance utilities, and maintenance for the common road in Phase 1 known as Dave's View Dr.

Communication Strategy

Any common maintenance or repair projects not already in place at the time of this agreement will be mutually discussed and agreed upon prior to seeking competitive bids. MBNHOA will seek any bids and share them as stated with DVMBHOA.

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the agreement and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be followed

Dispute Resolution

In the event of a dispute between the Partners, a dispute resolution group will convene consisting of the Presidents and Treasurers of each of the Partners, together with one other person independent of the Partners appointed by the Presidents. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. After discussion of the dispute, a conclusion will be made by consensus. The Partners agree that a decision of the dispute resolution group will be final.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from January 1, 2018 until December 31, 2022. Subsequent 5 year terms will automatically occur and be approved by signature, unless otherwise agreed upon by all Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Washington.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the changes are signed by the parties obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the agreement.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. This Memorandum will be effective upon the signature of both Partners.

The following Partners support the goals and objectives of the Shared maintenance agreement:

Signatories

This Agreement shall be signed on behalf of Martins Bluff Neighbors Homeowners Association by Deborah Hassler-Blackmore, President, and on behalf of Dave's View at Martin's Bluff Homeowners Association by Mark Uhart, its President. This Agreement shall be effective as of the date first written above.

Martins Bluff Neighbors Homeowners Association
By Deborah Hassler-Blackmore, President of the Board

Dave's View at Martin's Bluff (Homeowners Association)
By Mark Uhart, President of the Board

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