

MAINTENANCE AGREEMENT

Green Leaf Trails Homeowner Association, an Oklahoma corporation, ("**Greenleaf Trails HOA**", in consideration of Ten Dollars (\$10.00) and other valuable consideration, by execution hereof, agrees with Springs at Greenleaf Trails Homeowners Association, Inc. ("Springs HOA") that it will be responsible only for the upkeep, maintenance, repair and replacement of the following items:

1. All split rail fencing installed by the common developer among the parties located on the common area adjoining Trails HOA and Springs HOA located within Green Leaf Trails Section 1, Common Area "W" and Springs at Greenleaf Trails Section 1, Common Area "A," as depicted within Exhibit "A."
2. All six (6) foot tall privacy fencing installed by the common developer among the parties along the frontage of Tecumseh including sections going to the South on both East and West Ends of same fence, according to **Exhibit "A"** attached hereto.
3. All irrigation equipment that is connected to the pond irrigation system that services both Green Leaf Trails ("GLT") and Springs at Greenleaf Trails ("SGLT") common areas as installed by the common developer among the parties, including the common area within SGLT, according to **Exhibit A** attached hereto.
4. All grounds of the platted common areas and right of way areas outside of the fencing of Springs at Greenleaf Trails including but not limited to mowing, trimming, trees, landscaping, sidewalks and lighting. This does not include any private street maintenance.
5. Front gates, including two (2) drive gates and two (2) pedestrian gates at the entrance of SGLT, including all utilities for SGLT front gates and SGLT front entrance.

Trails HOA further agrees to the following:

6. Trails HOA, notwithstanding any Governing Document to the contrary, hereby agrees that going forward, twenty percent (20%) of the Board of the Trails HOA shall consist of Lot Owners who are members of Springs HOA, which shall be elected by the Springs HOA.
7. If Springs HOA in good faith believes Trails HOA has failed to meet any of its obligations set forth above in a timely manner, then Springs HOA may give written notice to Trails HOA with specific itemization and reasoning for its dispute, at which time Trails HOA shall respond in writing within thirty (30) days. If such response fails to satisfy Springs HOA or the issue is not otherwise resolved, the parties shall submit the dispute to voluntary mediation, with both sides agreeing upon the mediator.
8. All costs which Springs HOA has incurred for the above obligations from January 1, 2021 through and including December 31, 2023 are detailed in the list attached

hereto as **Exhibit "B"**, and the total amount shall be credited by Trails HOA as if said amounts had been paid by Springs HOA to Trails HOA during said time period.


9. Because Springs HOA members will be paying the same amount of annual dues to Trails HOA as Trails HOA members, all Springs HOA members will have the right to attend meetings of Trails HOA and shall have voting rights on all matters voted on by Trails HOA members.

10. Trails HOA shall execute and cause to be delivered to Springs HOA a General Warranty Deed to Springs HOA, using the full and complete legal descriptions to the two (2) parcels of land identified on the Tax Bill Detail information shown on **Exhibits "C" and "D"** respectively, attached hereto.

11. To the extent necessary to meet the substance and intent of this Agreement, the parties will work in good faith for the purpose of amending the existing recorded governing document to GLT and SGLT respectively.

"TRAILS HOA"

Green Leaf Trails Homeowner Association, an
Oklahoma corporation

By: 
Vernon McKown, President

"SPRINGS HOA"

Springs at Greenleaf Trails Homeowners
Association, Inc. an Oklahoma corporation

By: _____
_____, President

EXHIBIT "A"

Includes common areas highlighted in blue and red
(island and area west of island both sides of
front gate and northeast corner)

Fencing to the South

Irrigation provided by system connected to the pond

GREENLEAF TRAILS

SPRINGS AT GREENLEAF TRAILS

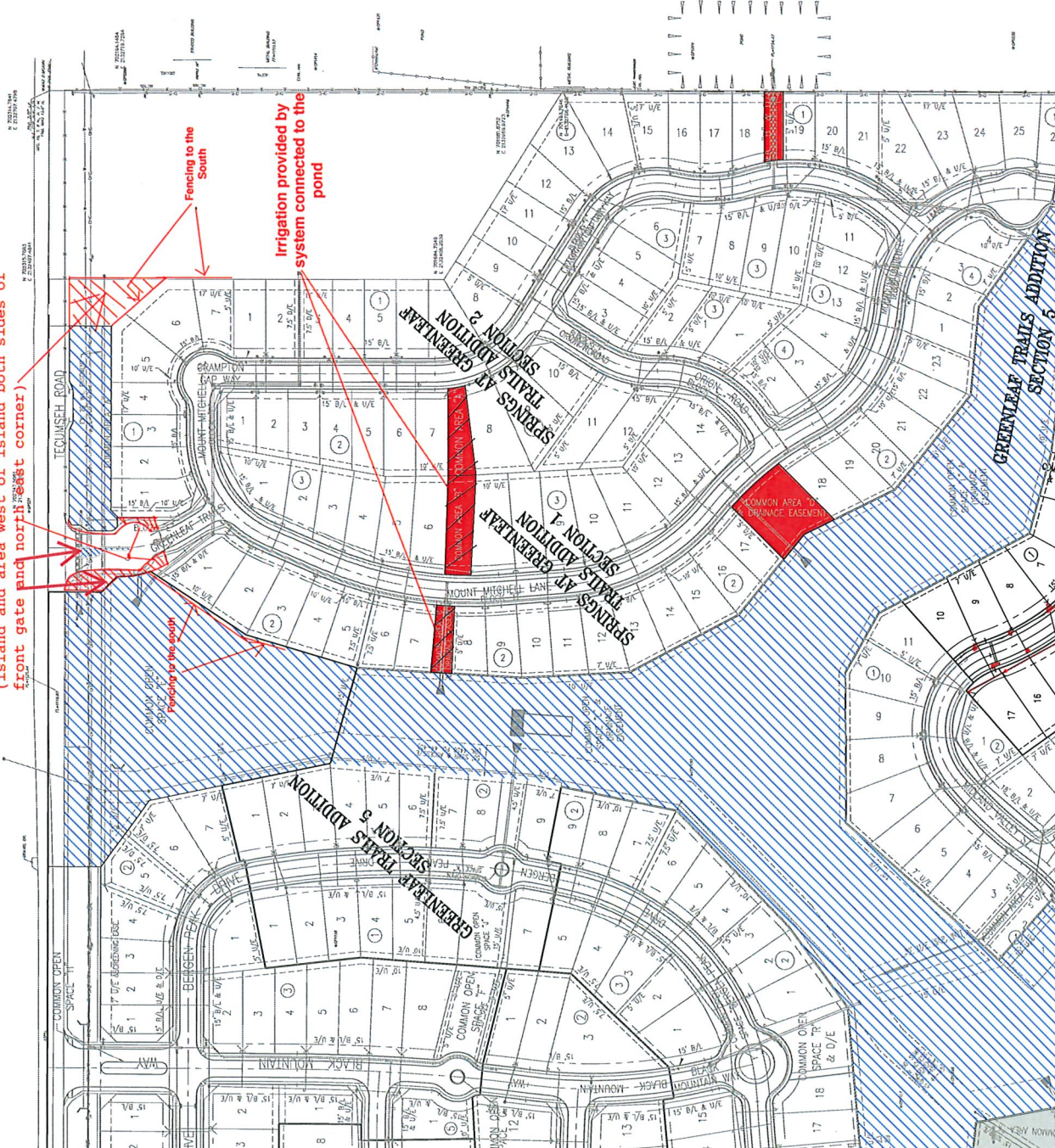


EXHIBIT "B"

Expenses to be credited by Trails HOA to Springs HOA

Expenses that Greenleaf Trails agreed to credit towards past dues as per agreement.

	2020	2021	2022	2023	
Landscaping front of eddition	\$6,000.00Estimate	\$6,000.00Estimate	\$6,000.00Estimate	\$ 6,000.00	Estimate
Gate Expenses	\$2,415.00Actual	Actual	\$1,079.66Actual	\$ 1,000.00	Estimate
Fence Expenses	\$371.00Actual	Actual	\$184.29Actual		Estimate
Phone Line for Gate	\$585.56Actual	\$642.67Actual	\$753.17Actual	\$ 650.00	Estimate
Electric Front Entrance	\$466.28Actual	\$523.45Actual	\$527.82Actual	\$ 620.00	Estimate
Programing Fee for gate	\$312.00Actual	\$312.00Actual	\$312.00Actual	\$ 384.00	Estimate
Irrigation	Estimate	\$180.50Estimate	\$784.22Actual		Estimate
		\$7,658.62	\$9,641.16	\$8,654.00	
Last full year					
Held by Developer		Total Credit	\$25,953.78		
Not Included In					
Settlement					

