

Memorandum of Understanding

Between Pineda Crossing Homeowners Association (PCHOA) and Pineda Ridge Homeowners Association (PRHOA)

Assumptions

This Memorandum of Understanding (MOU) between Pineda Crossing HOA (PCHOA) and Pineda Ridge HOA (PRHOA) reflects our shared commitment to fostering a positive, friendly relationship between our communities. Both HOAs are dedicated to open communication, respect, and a spirit of collaboration to enhance the safety, beauty, and enjoyment of Osprey Lake and its surrounding areas for all residents.

Together, we aim to create a safe, enjoyable, and well-maintained environment that enhances the quality of life for everyone. To support this goal, PCHOA and PRHOA agree to meet periodically to discuss shared concerns, address issues promptly, and collaborate on solutions that serve the best interests of both neighborhoods. Transparency will be a priority, with each HOA keeping the other informed of updates or changes that affect the lake or surrounding areas.

This spirit of partnership will guide our efforts to maintain and improve the natural beauty and recreational value of Osprey Lake, building a stronger, more connected community for everyone.

Purpose

This MOU establishes the terms and mutual understanding between PCHOA and PRHOA regarding the use and maintenance of the southern shore of Osprey Lake, which is owned by PCHOA.

Terms of Agreement

1. Access Rights

- a. PCHOA agrees to remove existing "No Trespassing" signs along the southern shore of Osprey Lake adjacent to PRHOA properties.
- b. PCHOA grants PRHOA residents whose properties directly adjoin Osprey Lake the non-exclusive right to:
 - I. Enjoy the view of the lake
 - II. Engage in catch-and-release fishing from the shoreline

2. Posting of Safety and Insurance Requirement Signage

- a. PCHOA will install "No Wading" and "No Swimming" signs along the southern shore of Osprey Lake for safety and insurance compliance.

3. Liability and Insurance

- a. PCHOA shall not be held liable or responsible for any injuries, accidents, or incidents that may occur on the waters or property of Osprey Lake, or on any land owned by PCHOA.
- b. All persons accessing Osprey Lake do so at their own risk, and PRHOA residents acknowledge that they assume full responsibility for their own safety and that of their guests.
- c. This agreement does not create any additional liability or insurance obligations for PCHOA.

4. Shoreline Maintenance

- a. PRHOA residents whose properties adjoin the lake shall:
 - I. Maintain the shoreline area up to their property line free of debris.
 - II. Keep grass mowed and maintained at an appropriate height.
 - III. Report any hazardous conditions to PRHOA, who will promptly notify PCHOA.
 - IV. PCHOA retains the right to inspect the maintenance of the shoreline and request remediation of any issues.

5. Additional Provisions

- a. No permanent structures, docks, or modifications may be made to the shoreline.
- b. No motorized watercraft shall be permitted.
- c. Residents must comply with all applicable local fishing regulations and licenses.
- d. Access is limited to dawn to dusk hours.
- e. No littering or disposal of any materials in or around the lake.

6. Term Modification and Termination

- a. This agreement will become effective when approved by both Boards and will remain in effect until amended by mutual consent of both boards.
- b. Any modifications must be approved by the respective HOA boards.
- c. Either party may request a review of the terms annually to ensure continued compliance and address any arising concerns.
- d. Either party may unilaterally terminate this agreement with 90 days written notice.
- e. PCHOA reserves the right to immediately revoke access rights for safety concerns or violations of this agreement as determined by PCHOA in its sole discretion.

7. Communication

- a. Each HOA shall designate a primary contact person for matters relating to this agreement.

- b. Both parties agree to maintain open communication regarding any issues or concerns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of understanding as of the date first above written.

Signatories

By signing below, both parties agree to uphold the terms of this Memorandum of Understanding.

Date: _____

For Pineda Crossing HOA:

Signature: _____

Name/Title: ALFREDO LOPEZ, PRESIDENT

For Pineda Ridge HOA:

Signature: _____

Name/Title: _____