****

**[v.first] [v.middle] [v.last] [v.suffix] MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made this [date.day] day of [date.month] of [date.year], **BETWEEN** [v.first] [v.middle] [v.last] [v.suffix], a company duly incorporated under the Companies Act of Jamaica and having its registered office situate at [v.address\_line1], [v.address\_line2], [v.address\_city], in the parish of [v.address\_state] (hereinafter called “**the Promoter**”) of the FIRST PART and the party described in Item 1 of the Schedule hereto (hereinafter called “**the Lot Owner**”, and if more than one, together called “**the Lot Owners**”) of the SECOND PART AND **[p.dev\_name] HOMEOWNERS ASSOCIATION LIMITED**, a Company incorporated under the

Companies Act of Jamaica and having its registered office at [p.dev\_name] Sub-division, [p.address\_city] in the parish of [p.address\_state] (hereinafter called “**the Company**”) of the THIRD PART

WHEREAS:

A. [p.dev\_name] is a development consisting of [p.total\_lots] ([p.total\_lots\_i]) lots and [p.common\_lots] ([p.common\_lots\_i]) lots designated for recreation and non-residential uses situate at [p.address\_city] [p.address\_postal] [p.address\_country] in the Parish of [p.address\_state].

B. The Lot Owner is registered or is about to be registered as the Proprietor of the lot described in Item 2 of the Schedule hereto (hereinafter called “**the said lot**”) and one undivided one-[p.total\_lots] th (1/[p.total\_lots\_i]th) share and interest in the lots described at Item 3 of the Schedule hereto being the lots designated for recreation and non-residential uses (hereinafter called “**the Common Area**”) all of which are part of the development known as [p.dev\_name] (hereinafter called “**the development**”) having entered into an Agreement with the promoter to purchase the said lot (hereinafter referred to as “**the Sale Agreement**”)

C. The Promoter, the Lot Owner and other purchasers of lots in the development agree that it is desirable and in their mutual interest that the Common Area and amenities located thereon be maintained at a standard and in a manner which will preserve their value and lead to the mutual enjoyment of such areas

D. The Promoter has caused the Company to be incorporated to provide the vehicle by which such preservation and mutual enjoyment may be achieved

E. The Lot Owner has applied to become a member of the Company and the Board of Directors of the Company (hereinafter referred to as “**the Board**”) has conditionally accepted the Lot Owner’s application subject to the completion of the Sale Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Lot Owner will be entered on the register of members of the Company, PROVIDED THAT he has discharged all his obligations hereunder and under the Sale Agreement. No person other than a registered proprietor or the mortgagee of a registered proprietor or the Promoter shall be eligible for membership of the Company.

2. The Board shall be comprised initially of five (5) members appointed by the Promoter including the Chairman, all of whom shall retire at the first General Meeting of the Company but shall be eligible for re-election.

3. The Promoter shall procure that the first General Meeting of the Company   
be held within thirty (30) days of the completion of the construction of the infrastructure of the development or as soon as is practicable thereafter.

4. The Company HEREBY COVENANTS AND AGREES as follows:

(a) to maintain the Common Area and the common facilities thereon, including the   
buildings, roadways, walkways, lawns, gardens, exterior lighting equipment and   
machinery to a high standard and in a manner which is compatible with   
the reasonable expectations of the owners of units in a first class   
development, and in particular to:

1. mow, rake and fertilise the lawns and grass verges as required;

2. sweep, mend and resurface the roadways and pathways;

3. paint and repair as required the buildings on the Common Area;

(b) to employ adequate security personnel;

(c) to provide for the regular collection of garbage;

(d) to insure and keep in force insurance on buildings and public liability insurance on the Common Area;

(e) to allow the Lot Owner for so long as he remains the registered proprietor of the said lot, the full and free right and liberty to pass and repass into and out of the Common Area along the roadways and pathways therein;

(f) to allow the Lot Owner, his bona fide tenants and visitors (when properly so identified) for so long as he remains the registered proprietor of the said lot, the full right and liberty to utilise the amenities located on the Common Area in the development upon payment of any applicable fees;

(g) to allow the Lot Owner to use, in common with other proprietors, all water mains, pipes, sewers, drains, wires, conductors and other apparatus for the passage of water, sewage, electricity or television and telephone signals which may pass under, upon or above the Common Area.

5. The Lot Owner HEREBY COVENANTS AND AGREES as follows:

(a) to pay on demand all maintenance charges and assessments as shall be levied by the Company from time to time against the said lot to meet the costs of operating the Company and maintaining the Common Area as detailed in Clause 4 (a) through (g) of this Agreement. The Lot Owner’s share of these common costs shall be the fraction thereof set out in Item 4 of the Schedule hereto;

(b) to observe and abide by the regulations made by the Company from time to time in respect of the user of the Common Area and the entire development of which the lot forms a part;

(c) not to permit vehicles belonging to him, his agents or invitees to:

(i) travel at excessive speeds over the Common Area roadways;

(ii) traverse the grass verges;

(iii) park in places other than the parking spaces allotted to visitors;

(iv) be dismantled on the Common Area or on the said lot;

(d) to maintain the said lot including the buildings and gardens thereon in a good state of repair so as not to detract from or prejudice the value of other lots in the said development;

(e) to abide by the terms and conditions Articles of Incorporation of the Company;

(f) to pay all rates, taxes or outgoings now or hereafter to become payable in respect of the said lot;

(g) to withdraw as a member of the Company when the Lot Owner is no longer a registered proprietor of any lot in the development;

(h) to procure that any purchaser of the said lot from the Lot Owner performs and observes the provisions of this Agreement and makes application to the Company for admission to the Company pursuant to the rules thereof.

6. IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:

(a) (i) The Lot Owner shall pay monthly to the Company a sum to   
be determined by the Company which shall be applied towards an accumulated reserve (hereinafter referred to as “**the Common Area Fund**”) which shall be used to defray the cost of repairing and replacing the amenities located in the Common Area including the swimming pool (if any), roadways, walkways, drains, pumps, lighting and equipment in the said development, it being the intent that the Common Area Fund will provide the funding to enable the Company to discharge its obligations as set out in clause 4(a) hereof.

(b) All monies payable by the Lot Owner in pursuance hereof which shall not be paid on the due dates shall bear interest thereon at the rate of two per cent (2%) above the prime rate charged by the Company’s bankers computed from the date on which such sums shall become payable.

(c) For the purpose of better securing the payment of his portion of the maintenance cost and his contribution to the Common Area Fund, the Lot Owner HEREBY CHARGES to the Company all his estate and interest and all the estate and interest he is entitled to dispose of in the said lot described in Item 2 of the Schedule hereto. In the event that the Lot Owner shall wish to sell his holding, he shall, upon payment of any indebtedness due hereunder and upon obtaining the signature of the person who is to be registered as the transferees of the said lot to an agreement in similar form hereto, be entitled to have the charge hereby created released and any caveat lodged to protect this charge withdrawn at his sole cost or to obtain at his own cost the consent of the Company to the registration of any dealing with the said lot subject to the said caveat.

(d) All notices of communication to be given or made hereunder shall be sent by registered post or delivered personally to the address of the Lot Owner as stated herein unless such address has been changed and such change notified in writing to the Company. Where there is more than one registered proprietor of the said property, the notice shall go to the firstnamed on the certificate of title therefor. All such notices shall be deemed to have been received five (5) working days after the posting of same in any post office in Jamaica.

(e) The Company shall be at liberty to withhold from the Lot Owner such assistance as is usually and customarily rendered the Lot Owner including but not limited to entry assistance by security personnel employed to the Company for non-payment of maintenance charges and assessments payable by the Lot Owner pursuant to Clauses 5 (a) and 6(a) of this Agreement.

**SCHEDULE**

ITEM 1: THE LOT OWNER: [b;block=begin;][b.first] [b.middle] [b.last] [b.suffix]of [b.address\_line1], [b.address\_line2], [b.address\_city] in the Parish of [b.address\_state], [b.occupation] [b.and]   
[b;block=end;]

ITEM 2: THE SAID LOT: ALL THAT parcel of land part of [p.dev\_name] in the parish of [p.address\_state] being the lot numbered [p.lot\_no] on Deposited Plan No. [p.plan\_no] and being the land comprised in Certificate of Title registered at Volume [p.volume\_no] Folio [p.folio\_no] of the Register Book of Titles.

ITEM 3: THE COMMON AREA: ALL THOSE parcels of land part of **[p.dev\_name]** in the parish of [p.address\_state] shown as lots [p.common\_lots\_i], Road Improvement and Reserved Roads Nos. [p.rsrv\_road\_no] on Deposited Plan No. [p.plan\_no].

ITEM 4: COSTS: one- one-[p.total\_lots]th (1/[p.total\_lots\_i]th) of the total cost of the Company in operating the Company and maintaining the Common Area.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto the day and the year first hereinbefore written.

|  |  |
| --- | --- |
| SIGNED on behalf of [v.first] [v.middle] [v.last] [v.suffix] )  by its duly authorised officer, in the presence of :-)   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  on behalf of [v.first] [v.middle] [v.last] [v.suffix] |

|  |  |
| --- | --- |
| SIGNED by the Purchaser )  in the presence of: )  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) | [b1;block=begin;][b1.first] [b1.middle] [b1.last] [b1.suffix]  (Name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  [b1;block=end;] |

SIGNED for and on behalf of ) **[p.dev\_name]**

) **HOMEOWNERS ASSOCIATION**

) **LIMITED**

the Company by )

) Per:

in the presence of:- )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_