

SERVICE AGREEMENT

THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement, made and entered into effective the 1st day of November, 2011, by and between **ASHFORD WEST HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Corporation (hereinafter referred to as the "Association"), and **PLANNED COMMUNITY MANAGEMENT, INC.**, a Texas Corporation (hereinafter referred to as the "Service Company").

WITNESSETH:

I.

DUTIES OF THE SERVICE COMPANY

The Service Company agrees to provide those various services to the Association which are described within Schedule A attached hereto.

II.

FIDELITY INSURANCE

The Service Company shall PROVIDE Commercial Crime/Fidelity Insurance, in the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, insuring the proper and faithful performance of its duties and on paying over to the Association's designated depository all monies of the Association coming into the Service Company's possession or control pursuant to this Agreement. The Association may require additional insurance limits in the future; if in its judgment such additional security is necessary or appropriate.

III.

COMPENSATION OF SERVICE COMPANY

3.1 The Association shall pay to the Service Company a one time organizational fee of **ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00)** to provide for the data input, review and organization of the Association's documents.

3.2 Thereafter, **ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$1,100.00)** shall be paid to the Service Company monthly for the services set forth herein, per schedule(s) defined in Section I and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges attached hereto. The monthly compensation set forth herein is based on 347 lots per the recorded plat, as of November 1, 2011. The addition of lots shall be reviewed quarterly (January, April, July & October), at which time a charge of **\$3.17** per additional lot shall be added to the base monthly compensation of the Service Company herein.

3.3 Attendance of meetings is based on an allocation of up to twelve (12) meetings per year inclusive of the Annual meeting of Members, with an allocation of up to two (2) hours per meeting scheduled. The Service Company will bill the Association **\$125.00** for each hour spent attending meetings, which exceed the allocations referenced in the preceding sentence. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the Association double the prescribed hourly rate of **\$125** for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 A.M. Monday.

3.4 Additional services rendered by the Service Company for or on behalf of the Association, with the Association's consent, including, but not limited to, preparation of special schedules in assisting auditors, court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the Association, will be billed at the rate of **\$125.00** per hour, to be paid by the Association upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors.

3.5 The Association shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the Association, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the Association to the Service Company. The Association shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the Association under this Agreement.

3.6 Where any service rendered under this Agreement shall fall within the performance of a "taxable service" as defined under the Texas Tax Code (as amended by acts of 1987, 70th Legislature), said service shall be charged at the above rate and the Service Company shall charge the Association, in addition thereto, all applicable sales, excise and use taxes, as well as those of Harris County and the City of Houston. Service Company shall be solely responsible for payment of taxes collected to the Comptroller of Public Accounts. Such sales tax shall be in addition to the rates charged herein. "Taxable Services" shall include, but not be limited to, "real property services" and collection of charges, assessments, or fees for membership privileges, or membership classification in a club or organization.

3.7 The Service Company reserves the right to modify, with thirty day's notice, any of the applicable fees listed in the "Miscellaneous schedule of Charges", attached to the Agreement, to bring them in line with current business practice.

IV.

RECORDS OF PRIOR HISTORY

It is understood that the Association is in extraordinary circumstances with regard to the access of the Association records. The Service Company and the Association agree to work together as records will be turned over to the Service Company as they become available at no fault of the Association. Service by the Service Company may be impeded or limited during the course of records becoming available due to lack of being supplied the Association Records in a timely fashion as would be available under normal circumstances as outlined below. In no way shall the Service Company be liable or penalized for such challenge regarding access to records.

In the event the Association is an established and previously operating entity on the date of this Agreement, the Association shall provide to the Service Company the following audited records at least three (3) weeks prior to the beginning of the Service Company's services hereunder, to-wit:

- A. All financial books and records of the Association;
- B. All bank statements of all accounts of the Association;
- C. Copies of all contracts and agreements to which the Association is a party
- D. Copies of all minutes, resolutions and other official actions of the Association; and
- E. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the Association and the Service Company that the Service Company shall have no liability for any errors contained in the above referenced documents from prior contractor, and shall have no liability for errors which may result from the use of the above referenced documents should errors be contained therein.

V.

ASSOCIATION'S INSTRUCTIONS TO CREDITORS

The Association shall reasonably instruct all vendors of goods and services to submit all bills and invoices to the Service Company at least five (5) days prior to any scheduled meeting of the Association. It shall be the Association's responsibility to see that all vendors are instructed regarding this Section. The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

VI.

INDEMNIFICATION OF THE SERVICE COMPANY

6.1 THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE ASSOCIATION OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY.

6.2 TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW AND EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SERVICE COMPANY, THE ASSOCIATION AGREES TO INDEMNIFY AND HOLD THE SERVICE COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (SERVICE COMPANY AND EACH SUCH PERSON BEING AN "INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, SETTLEMENT PAYMENTS, DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES INCLUDING ATTORNEY'S FEES, SUFFERED, SUSTAINED, INCURRED OR REQUIRED TO BE PAID BY ANY INDEMNIFIED PARTY RELATED TO OR ARISING OUT OF THE SUBJECT SERVICES AND/OR THE ENGAGEMENT OF THE SERVICE COMPANY PURSUANT TO THIS AGREEMENT. IN THE EVENT THAT THE ASSOCIATION RECEIVES NOTICE OF OR UNDERTAKES THE DEFENSE OF THE PROSECUTION OF ANY ACTION, CLAIM, SUIT, ADMINISTRATIVE OR ARBITRATION PROCEEDING OR INVESTIGATION CONSISTENT WITH ASSOCIATION'S INDEMNITY OBLIGATION HEREUNDER, THE ASSOCIATION SHALL GIVE THE SERVICE COMPANY PROMPT NOTICE OF SUCH PROCEEDINGS AND SHALL INFORM THE SERVICE COMPANY IN ADVANCE OF ALL HEARINGS REGARDING SUCH ACTION, CLAIM, SUIT, PROCEEDING OR INVESTIGATION. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING AS A RESULT OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC

INSTRUCTION OR DIRECTIONS PROVIDED BY THE ASSOCIATION OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

6.3 Notwithstanding any provision to the contrary, contained in this Agreement, in no event shall the Service Company be liable either directly or as an indemnitor for the Association, for any special, punitive, indirect and/or consequential damages attributable to loss of use, loss of income or loss of profit even if the Service Company has been advised of the possibility of such damages.

6.4 The Service Company shall be allowed to retain the counsel of its choice should legal assistance become necessary for reasons described in Section 6.1 and 6.2 and such counsel may be employed by the Service Company at the expense of the Association at the time the Service Company reasonably believes that such legal services would be necessary, whether demand upon the Service Company has been made or not. The Association agrees to pay all attorney's fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this indemnity.

6.5 The Association shall not hold the Service Company liable for any loss of records arising out of or attributable to occurrences caused through no fault of the Service Company, including, but not limited to, fire, theft, vandalism, force of nature and acts of God.

6.6 The terms of this indemnity and hold harmless agreement shall also apply with equal force and effect, to all officers and directors, employees, agents and representatives of the Service Company.

VII.

FORCE MAJEURE

7.1 A party's performance under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of "Force Majeure". The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

VIII.

RENEWAL AND TERMINATION

8.1 The term of this Agreement shall be for an initial period of three (3) years from commencement date defined in first paragraph of page one of services hereunder, and shall continue from year-to-year thereafter unless earlier terminated in writing. Contracts which automatically extend past the initial period will have the service fees, as detailed in Section 3.2, subsequently adjusted upward:

- a. by an amount as defined in Section 3.2 of this agreement, to adjust for an increase, if any, in lot count for the Association from the initial date of this contract through the renewal date,
- b. such amounts as calculated in Section 8.1.a. immediately above will be further increased by 4 % or by such other amounts as may be mutually agreed upon by the respective parties in writing.

8.2 At the end of the initial period, or any subsequent point, if a new contract is presented by the Service Company, but not executed by the Association within a 45 day period following the date of presentation, the Service Company reserves the right to increase the monthly compensation noted in Section 3.2 of this contract by an amount not to exceed 20% over the initial compensation, and the Association agrees to pay such increased compensation, until such time as the new contract is executed.

8.3 This agreement may be terminated by either party upon written notice (by Certified Mail, Return Receipt Requested) to the other party with thirty (30) days prior notice. Prior to the release of all records, the Service Company shall be paid in full and reimbursed for all reasonable costs and/or expenses incurred on behalf of the Association through the date of such termination. Prior to release of records by Service Company, a director or designated officer of the Association must inspect the condition of files and records generated during the service period.

IX.

MISCELLANEOUS PROVISIONS

9.1 The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

9.2 No termination, cancellation, modification, amendment, deletion, addition, or other change in this Agreement, or any other provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing, signed by the party or parties to be bound thereby. The waiver of any right or remedy in respect to any occurrence or event on one occasion shall not be deemed a waiver of such right or remedy in respect to such occurrence or event on any other occasion.

9.3 In the event of termination, cancellation or failure to renew as set out in Section VIII above, Association agrees, for a period of eighteen (18) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one year prior to the date of termination) for the performance of services identical to or substantially similar to those described herein in Section I. In the event of a breach of the foregoing covenant, both parties agree that Association shall pay to Service Company, as liquidated damages, an amount equal to twelve (12) times the monthly compensation agreed to herein in **Section 3.2**.

9.4 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are enforceable in Harris County, Texas.

9.5 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect or for any reason, such invalidity, illegality or inability to enforce shall not affect any other provision contained herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

9.6 This Agreement contains the sole Agreement of the parties hereto and supersedes any prior understandings or agreements, written or oral, between the parties respecting the subject matter herein.

9.7 Any pronoun used herein shall refer to any gender either masculine, feminine or neuter, as the context requires.

9.8 Notice to a party shall be deemed to be effective if mailed by Certified Mail, Return Receipt Requested, to the addresses set forth below. It shall be the responsibility of the Association and Service Company to inform the other of a change of address.

EXECUTED in duplicate originals, each of which shall constitute an original, the date first appearing above, being the effective date of this Agreement.

ASSOCIATION

By: *Daniel Hoff*

Title: *President*

Address: *14781 Memorial Drive #108*
Houston, TX 77079

Date: *10/29/2011*

PLANNED COMMUNITY MANAGEMENT, INC.

By: *Swans*

Title: *RGM*

Address: *15995 North Barkers Landing, Suite 162*
Houston, Texas 77079

Date: *Nov 16, 2011*

SCHEDULE A

ADMINISTRATIVE SERVICES PROVIDED

Planned Community Management, Inc., (hereinafter referred to as the "Service Company") shall provide the following services to, for, and on behalf of the Association:

- * Serve as a central office to the Association for the benefit of serving Association members. Provide the opportunity for access to records and communication opportunities during normal business hours as typically required in the Association's By-Laws, excluding holidays.
- * Provide office, staff and equipment necessary to provide normal administrative services as defined herein.
- * During normal business hours, excluding holidays, to serve as a central communication center on behalf of the Board of Directors and the Association members to receive complaints, respond to communications, and/or make recommendations for consideration by the Board of Directors.
- * Arrange and coordinate the annual meeting of members as agreed by the Board of Directors. Service Company's attendance at board meetings shall be as defined in Section 3.3 of Service Agreement.
- * Store a copy of the Association's minute book to reflect any corporate acts authorized by the Board of Directors, minutes of the annual meeting, etc., in coordination with the Association's attorney. Take and transcribe minutes of Board meetings (or Annual Meeting of Members) at which the Service Company is in attendance. The Service Company recommends that a separate copy of the minute book be kept by the Secretary of the Corporation at all times (to protect from incident of loss or fire).
- * Solicit bids for Association contract services for Board of Directors approval. Serve as a liaison between Board of Directors and contractors to observe the monthly performance of the work of companies supplying the following services, when applicable: pool maintenance, landscape maintenance, trash service, lake maintenance and other services as may be authorized by the Board of Directors.
- * Arrange for any necessary repairs to the recreation center or common properties of the Association as authorized and to the limit permitted by the Board of Directors.
- * Coordinate follow-up for required annual tax report(s), insurance premiums and State Franchise Tax report(s), subject to authorization and approval by the Board of Directors. This service may be performed by the Service Company (subject to Miscellaneous Schedule of Charges) or by other contractor as may be selected annually by the Board of Directors.
- * Make records available to any accounting firm hired to prepare an annual audit, subject to authorization and approval by the Board of Directors.
- * Provide storage of past and present Association papers and records up to a maximum of three (3) years. Prior records must be relocated to a qualified storage facility or stored with the Service Company subject to rates shown on Miscellaneous Schedule of Charges.
- * Perform one (1) monthly inspection of all common properties within the Association. Create a listing of deed violations monthly and initiate correspondence accordingly to request compliance with the recorded covenants.

- * Prepare routine letters concerning deed restriction violations and, if necessary (with Board of Directors approval), coordinate with attorney toward the enforcement of deed restrictions. Submit a report of the status of all deed restriction violations to the Board of Directors, along with Manager's Report, each month. (Court attendance, if required time related to creation of special correspondence or meetings shall be charged to the Association based upon hourly rates as defined in Miscellaneous Schedule of Charges).
- * Provide historic log of all architectural review applications submitted through the Service Company.
- * Review and track the insurance maintained and status of insurance on behalf of the Association.
- * Serve as a receiving agent, if desired by the Board of Directors, for architectural review applications. The Service Company shall maintain a tracking log, package information received and submit to designated person(s) on Architectural Review Committee for conclusion and direct response by the committee.
- * The Service Company can conduct the review and create a letter response on all architectural submissions (based on rate as defined in Miscellaneous Schedule of Charges) as an optional service and subject to appropriate documentation to authorize such designation.
- * Organize and maintain financial records of the Association. Prepare and submit to the Board of Directors an annual operating budget for the year to be approved and adopted by the Board of Directors. The Service Company shall prepare a monthly statement of the financial status of the Association and shall submit written reports on a monthly basis.
- * Preparation and maintenance of general ledger and balance sheet of and for the Association, and reconciliation of the Association's bank account(s) on a monthly basis, generally by the 21st of each month and/or by the monthly Board of Director's meeting date established in advance.
- * Provide electronically imaged vendor invoices online via secure website for coding, Board review and approval. Board representatives will receive email notification when invoices are awaiting approval. This approach to invoice approval and payment processing will eliminate a very intensive paper process, provides an electronic archive of invoices, increase control of approvals and ensures all required approvals for invoices and an audit trail of who approved and viewed each invoice. Additionally, this system eliminates extra mail routing for payment approval and allows users to approve invoices anywhere with Internet access.

AND/OR

- * Prepare checks for signature(s) by the Association's authorized officer(s) or designee(s) for all payable items, to the extent appropriate invoices or statements have been received by the Service Company (checks for all such items to be paid no less frequently than once a month). Once checks are executed by authorized individuals, they are to be returned to the Service Company for distribution to vendors.
- * Provide and maintain as part of the Association's records, the following information and computer runs, including but not limited to:
 - a. Maintain monthly receivable ledger listing current assessments, all delinquent assessments, a property record listing and ownership as it is provided, mailing address if different (as provided by respective owner), and payment history for each assessable lot.

- b. Maintain a monthly summary of all deposit transactions.
 - c. Alternate mailing addresses will be maintained in Association's records as provided by respective property owner.
- * Receive, verify and reply to maintenance fee inquiries received from title companies, mortgagees, and residents. A certification fee will be charged to title companies and mortgagees whenever the information is requested. The Service Company may charge up to \$300.00 for proprietary inquiry on this information and this fee is paid by the Owner, not the Association. Additionally, in the event request for preparation of a Resale Certificate is required by an Owner, the Service Company may assess a fee of up to \$300.00 for the preparation and documentation requirements of the form. This form is not currently required by law and the requirement for this Certification can be a negotiated waiver between the Buyer and Seller unless and until it is required by law. This service is provided to ensure accuracy of quotations and to warrant against possible loss of revenues to the Association from errors of certification.
- * Receive and deposit annual maintenance fund assessments and charges in accordance with the Declaration of Covenants, Conditions and Restrictions for the Association based on the total number of lots/tracts outlined in Section 3.2 of Service Agreement.
- * The initial annual maintenance fee statement is based on \$0.00 per lot for the number of lots so designated by the recorded plat. Thereafter, all subsequent and/or delinquent statements requested will be billed at the rate of \$10.00 per statement issued and all Certified Demand Notices will be at the rate of \$25.00 per statement issued. Additionally, all payments received other than initial payment will be assessed up to \$10.00 to the individual property owner. Charges for postage, envelopes, etc. will be reimbursed by the Association.
- * Provide Document Website to serve as central repository for monthly Board member information. This allows users to log into the Association's site and based on permission granted, view, reference and print the most up-to-date information including:
 - a. Monthly Manager's Report
 - b. Deed restriction edit list
 - c. Financial Reports
 - d. Meeting Minutes
 - e. Architectural applications
- * Provide telephone or written responses to inquiries of property owners concerning maintenance fee billing, as well as inquiries from title companies and/or mortgagees.
- * Financial records will be made available for inspection during normal business hours (excepting holidays) by appointment.
- * The Service Company may charge each property owner up to \$35.00 over and above any special assessment charges by Association, for handling and processing a returned check. This will be charged back to the individual property owner's account and shall be payable by the Association to the Service Company monthly.
- * If applicable, an alphabetical index of all current property owners is provided for summer months to assist with pool registration.

PLANNED COMMUNITY MANAGEMENT, INC.

MISCELLANEOUS SCHEDULE OF CHARGES

SPECIAL MEETINGS

Principal / Executive	\$150 / Hour
Sr. Manager	\$125 / Hour
Administrative/Clerical	\$39.50 / Hour

\$125 per hour for all meetings other than as defined in the Service Agreement. Service Agreement may be modified to increase base for specific meetings.

BILLING

Assessments \$0.00 per lot defined by recorded plat. All subsequent or delinquent statements requested will be assessed at the rate of \$10.00 per statement issued and Certified Demand Letters will be at the rate of \$25.00 each.

Other \$10 per statement for any other billing to homeowner, including but not limited to fining fees, forced mows, special assessment, etc.

RECEIPT OF PARTIAL PAYMENTS

Partial payments are charged a handling charge of \$10.00 per payment after the initial payment. (This is a charge to property owners making payments on a basis other than under the provisions of contract.)

ARCHITECTURAL APPLICATION REVIEW SERVICES

\$350.00 per home/remodel application review; \$500.00 per builder compliance review; \$125.00 per application for major renovation/modification which includes review and preparation of written response to applicant.; \$75.00 per application for minor renovation/modification which includes review and preparation of written response to applicant. (The architectural review historic log process is part of our basic service. This means PCMI will receive, log and distribute the applications to the Designated ARC Representative named by the Association).

POOL TAG/TENNIS KEY DISTRIBUTION

\$5.00 per pool tag/tennis court key issued to each residence. Quote provided on request for issue of pool tag stickers or access cards/fobs, etc.

GATE ACCESS ADMINISTRATION

\$250.00 per month to be added to base contract fee to coordinate data and receive calls to coordinate gate repairs.

CLUBHOUSE RESERVATIONS

\$75.00 per booking to handle reservations, obtain indemnification agreement, receive deposit, etc.

\$0.00 per prescheduled reservations, at least one month in advance, for non-profit groups previously approved by the Board.

INSPECTION OF CLUBHOUSE

To qualify for a deposit refund, club must be inspected for damages. The Service Company can inspect the club (by visit to the site) at the rate of \$50.00 per hour. *Board member or Board appointee may inspect and authorize refund at no charge.*

MAIL DISTRIBUTION

General Dist. \$0.35 - includes label, folding, insertion of up to two (2) items, and delivery to Post Office. Labor for inserts over two (2) shall be at the rate of \$0.03 per single page added.

Labels \$0.07 each.

CERTIFIED MAIL

Current rate charged by Postmaster plus handling charge of \$3.00.

POSTAGE

Current rate charged by postmaster. No add on.

COPIES

\$0.18 per copy, up to 100 copies.
\$0.10 per copy thereafter.
\$0.50 per color copy
\$0.21 per duplex copy (both sides).

FAXES

\$0.75 per page faxed.

**FRANCHISE TAX
RETURN**

\$400.00

**CORPORATE TAX
RETURN**

\$400.00 Federal Income Tax Return based on Form 1120H.

SPECIAL SERVICES

Court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects are billed at an hourly rate of \$125.00.

LIEN RESEARCH

\$125.00 to research data and submit to attorney for lien recordation, tracking of liens and releases, document detail for attorney to file release of liens. Attorneys' fees are direct expense to Association. Maintain a log of current liens of record for Association.

FILE STORAGE

Service Company will retain (at no additional charge) current year records plus two (2) years previous. All other records shall be stored for a fee up to \$15.00 per box per month.

SPECIAL REPORTS

Reports that require computer program projects are subject to a programming rate of \$150.00 per hour.

**CUSTOM REPORTS
TITLE SEARCHES**

Actual Cost. No add-on.

Attendance at Annual Meetings is part of the service incorporated into full administrative contract.

ASSOCIATION

BY: *Daniel H. [Signature]*

DATE: 10/29/2011

PLANNED COMMUNITY MANAGEMENT, INC.

BY: *J. [Signature]*

DATE: 11-16-2011