

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE BELLAVITA AT GREEN TEE HOMEOWNERS ASSOCIATION, INC. HELD ON NOVEMBER 17, 2010 AT 1548 N. RIVIERA CIRCLE, PEARLAND, TX. 77581.

DIRECTORS PRESENT

Ron Gerlach, President Wayne Johnson, Vice President Cris Barrera, Secretary Elizabeth Woods, Treasurer Bill Burdick, Director Ruth Southard, Director

John Devereux had sent prior notice he was unable to attend.

IN ATTENDANCE

14 Homeowners were in attendance Nancy Triggs, Clubhouse Manager Alex Taylor, representing the managing agent, Association Management, Inc.

HOMEOWNER/GUEST FORUM

No homeowners had business before the Board.

CALL TO ORDER

Due notice of the meeting having been given and a quorum being present, the meeting was called to order. The president, Ron Gerlach, presided and the managing agent assisted in recording the minutes.

ADOPTION OF AGENDA

On a motion duly made, the agenda was adopted as amended.

CONSIDERATION OF MINUTES

On motions duly made the board approved the minutes of the meetings held September 29, 2010 and October 27, 2010.

PRESIDENT'S REPORT

On a motion duly made the Board approved a new procedure for the implementation of the New Years Eve Party at the Clubhouse. In 2011 the social clubs will be the exclusive managers, financiers and implementers of the event. The Board also ratified its earlier action for 2010 of authorizing advancing funds up to the total of

ticket sales plus sponsor contributions for the event. The Clubhouse Manager was authorized to execute the contracts necessary for the event.

The Board reviewed a proposed procedure to clarify how to handle incidents involving the vehicle gates. A decision was deferred pending additional review.

TREASURER'S REPORT

Elizabeth Woods reported on the October 31, 2010 financial statement. The Operating Fund balance was \$353,613, including \$11,382 from the current year surplus. The surplus exceeded budget by \$25,354 primarily because of higher than projected revenues due to the number of new homes and home sales. The Operating Fund's cash balance of \$398,802 included \$166,981 held in a checking account and about \$231,000 held in certificates of deposit. The fund balance for reserves was \$894,634 with the same amount in cash. Approximately \$627,000 was invested in certificates of deposit with \$267,252 in a checking account. \$191,418 had been contributed year to date to the Replacement Fund and approximately \$146,000 had been expended from the Replacement Fund for expenses including the gate system, house painting and door maintenance. The Treasurer's Report was accepted.

Ms. Woods also reviewed a summary report comparing October 31, 2010 and October 31, 2009. 2010 Revenues are higher because of the greater number of homes. Expenses also increased due to the greater number of homes plus the increase in the assessment paid to the Villas Master Association for alarm monitoring and cable television service.

MANAGEMENT REPORT

The managing agent reviewed his written report of actions taken including:

- Successful conclusion of obtaining nominal value on all but three accounts. Those
 three accounts are pending approval of the applications for nominal value.
- Watts Pools had submitted its report on the pool deck and the report had been submitted to the Task Force for review.
- According to the deed for Reserve G and per Friendswood Development, the Association owns both the Clubhouse and the sales office. Lennar is currently considering when it plans to give up its rights to some or all of the sales office and clubhouse.
- Lennar will re-install the streetlights along W. Tuschman and is currently working with Centerpoint to schedule the work.
- Working with Comcast to obtain separate billing for BellaVita, Villa Verde and Villa D'Este and setting a date to discuss contract renegotiation.
- The Villa Verde neighborhood has begun installing its Christmas decorations and Villa D'Este was following suit by adding additional decorations for the new Section 2.
- Review of the open service requests as of November 12, 2010.

CLUBHOUSE REPORT

Nancy Triggs submitted a written report including the following:

- Gulf Coast Pumps investigated and repaired a leaking waterline from the river pump.
- Recommended a maintenance agreement with Griesenbeck regarding the partition doors in the ballroom. On a motion duly made the Board approved the semiannual maintenance agreement for \$840 annually.
- Deborah Burke was employed part time for evenings and weekends.
- Recommended renewal of the ProMaxima maintenance agreement for the fitness center. On a motion duly made the board approved renewal of the agreement at the rate of \$125 per quarter.

COMMITTEE REPORTS

<u>Elections</u>: Carol Uran submitted the Committee's 2011 elections recommendations for review by the Board. On a motion duly made the Board approved the Committee's recommended process for the 2011 elections.

<u>Facilities</u>: Carl Weber reported on behalf of the Committee and made the following recommendations:

- Appoint Bill Bell to the Committee. The Board appointed Mr. Bell to the Committee.
- Renew Pool Maintenance Contract. The Board approved renewing the contract for 2011 with no change in terms from the 2010 contract.
- Renew Door Maintenance Contract. The Board approved the renewal of the contract with RS Painting with no change in terms.
- Replace 6 benches. The Board approved replacing 6 benches around the lake at a total estimated cost of \$2,600 including shipping.
- Steve Wynn is to refinish 4 permanent benches around the lake that are still structurally sound.

Ron Gerlach reported that a new consulting assignment had caused Mr. Weber to submit his resignation from the Committee. The Board accepted Mr. Weber's resignation with regret and expressed sincere gratitude for his leadership of the Committee.

ADDITIONAL BUSINESS

Nature Reserve Task Force: Ruth Southard reported that Wayne Johnson's team had developed and submitted plans for the trails to Renee McGuire for her review. Ms. Southard also reported that her team had obtained a report on the title to the land and that there were no environmental issues according to the report. Further meetings of the Task Force and Ms. McGuire are being scheduled.

<u>Sales Office Task Force</u>: Bill Burdick reported that the Task Force will meet again prior to yearend to determine what work may be required once Lennar gives up its rights to the building. James Warner reported that very little work would be needed.

<u>Homeowner Concerns</u>: Cris Barrera submitted one homeowner concern. The Board advised that the concerns should be referred to the builder.

Holiday Cards: Ron Gerlach was to work on developing the address list then send holiday cards on behalf of the Association

<u>Workshop</u>: The board scheduled a workshop at 4:00 p.m. on December 8, 2010 to revisit outstanding items in the strategic plan and to finalize work on the fence issues.

ADJOURN TO EXECUTIVE SESSION

The Board adjourned to executive session.

RECONVENE IN OPEN SESSION

The Board reconvened in open session and instructed the managing agent to implement the revised decision regarding a gate incident.

SCHEDULE NEXT MEETING

The next regular meeting of the Board of Directors was scheduled to be held December 15, 2010 at 3:00 p.m. in the Club BellaVita Ballroom.

ADJOURNMENT

There being no further business, the meeting adjourned.

Respectfully Submitted,

Recording Secretary

Approved

Date

BellaVita Clubhouse Report 11-17-10

- 1. Gulf Coast Pumps came out and inspected the leak from the river pump line down by the little lake. The leak was on the other side of the sidewalk on a section that hadn't been touched during the pump renovation. A line had wiggled loose from an elbow and was leaking. The larger amount of water going through the line likely caused enough friction to loosen it. They dug it out, glued and reconnected it. Waiting for the invoice.
- 2. Copier Maintenance Contract and Purchase are still under review. The existing copier was serviced and the squeaking can't be corrected since parts are no longer available. Service rate is \$135/hour with a one hour minimum, \$25 trip charge and the cost of any parts. The toner is \$134.23 a tube.
- 3. Have a Service estimate from Griesenbeck for maintenance on the Hufcor Partition doors. The technician came out and estimated the time necessary at 6 to 8 hours at \$115/hour. 8hours is \$920.00 and we have paid out the \$460 +tax already. The work was done on Friday, November 12, 2010 the technician was here from 9am-2pm, 5 hours. I have a maintenance agreement attached for review.
- 4. Renewal Contract with ISI was approved by e-mail
- 5. A quote request has been made to CTI for pricing on Headset Microphones and for a wireless handheld Microphone.
- 6. Deborah Burke has been hired to work part-time nights and weekends.
- 7. Eliminated one AT&T phone line at the gatehouse and the contract is renewed. We're awaiting the hard copy.
- 8. Waiting on a bid from Brandon to move the irrigation lines from under the river bridge. The lines are sitting at water level and are acting as a skimmer collecting scum. Scheduled for Tuesday 11/23.
- 9. Home Door maintenance, we have another run of doors working this week, and weather permitting 1st week of December.
- 10. The pool heaters were turned off Friday, November 12, 2010.
- 11. ProMaxima did the quarterly fitness center maintenance and they sent a new renewal contract. The quarterly fee went up to \$125 and is included for review.

November 17, 2010

Board Policy Resolution 2010-007

Re: New Year's Eve Party

The HOA Board sponsors an annual New Year's Eve Party. The BellaVita Belles, BellaVita Men's Club, BellaVita Veterans, and BellaVita That's Entertainment Club have extensive experience in conducting parties and other social events. The HOA Board desires to utilize the expertise of the clubs in its sponsorship of the annual New Year's Party.

The policy of the BellaVita Board of Directors for the New Year's Eve Party is as follows:

The Clubs will be asked to provide a New Year's Task Force to assist the Clubhouse Manager in administering the event. The Clubhouse Manager will be a member of the New Year's Task Force and other task force members will be determined annually by mutual consent of the Advisory Group which consists of officers of the clubs and the Clubhouse Manager.

The New Year's Task Force will be responsible for selecting and acquiring food and beverage, securing appropriate entertainment and arranging for decorations for the party.

Because alcoholic beverages will be served, no one under the age of 21 will be admitted to the New Year's Eve Party.

Ticket prices will be established with the intent of breaking even, with no anticipated profit or loss.

Tickets to the party will be offered on a first come basis with each household being allowed to purchase one ticket for each resident/guest badge. If tickets remain unsold after a reasonable time, residents may purchase additional tickets and invite guests.

The Clubhouse Manager is authorized to accept donations from sponsors to defray expenses; however, to avoid conflicts of interest donations should not be solicited from BellaVita vendors or potential vendors, unless they also provide services directly to homeowners. Solicitations shall never be made by the Clubhouse Manager, HOA Board members, or HOA committee members who recommend or could influence the selection of the particular vendor.

The Clubhouse Manager is hereby delegated the authority to sign contracts and authorize payment of expenditures for the New Year's Eve Party and will act as the project manager for the funds. Prior to funds being received from ticket sales, expenses may not exceed anticipated ticket sales and promised donations. After funds have been received from ticket sales, expenses may not exceed the amount actually collected from ticket sales plus donations, if any.)

The Clubhouse Manager will present a report to the Board at the January Board meeting detailing ticket sales, donations, expenses and any profit or loss. If required information is not available at that time, the report can be deferred until February.

Elections Committee Report to the HOA Board November 17, 2010 Relisting of Recommendations For Election of 2011

Recommendations:

- 1. Continue to have AMI determine **voter eligibility** and provide **mailing labels** for the election packets.
- 2. Continue to have AMI provide **printing and mailing services** for election materials.
- 3. Provide for a **separate mailing of the ballot** as per the election event schedule.
- 4. Have candidates draw for their order on the ballot, rather than listing them in alphabetical order. Do the same for the order in which candidates give opening remarks and speak at the Election Forums.
- **5.** Have candidates run for a "**position number**" on the ballot. The 2011 election includes positions 3 and 4 each for one three year term. (See additional page for further clarification). **This recommendation includes three parts:**
 - a. **Position numbers** should be used as a **tracking tool** for election rotation.
 - b. **Directors** will be elected for **at-large positions for three years** and the Director "position numbers will keep track of that "**rotation**" **process**.
 - c. **HOA Board Vacancies** will be filled at the next "regular" election after the vacancy has occurred.
- 6. Ballots may be returned to the **ballot box in the Clubhouse**. No envelopes will be provided for "mail in" ballots. Residents may, however, provide their own envelope and mail the ballot to AMI/Pearland at the following address: 12234 Shadow Creek Parkway, Bldg. 3/Suite 112, Pearland, TX 77584. Kindly place the word "Ballot" on the outside of the envelope.
- 7. Should a member of the Elections Committee decide to run for an HOA Board position, that person will provide the President of the Board a resignation letter from the Elections Committee prior to the First Notification Packet mailing for the election year in which they are running.

Elections Committee Report to the HOA Board November 17, 2010

Election Process/Guidelines/Clarification
Adjustments to Original Recommendation # 5 dated 10/27/10

The Elections Committee requests approval of the following recommendations regarding the **2011 BellaVita HOA election**:

Position Number:

Using "position numbers" for Board elections is simply a "tracking tool" to keep abreast of which Board positions are up for election each year.

(See attachments giving examples of these "numbered" positions with election "tracking" shown through 2015 and 2020.)

✓ <u>Recommendation</u>: Adopt "position numbers" as a "tracking tool" to assist in the election rotation of Directors.

Candidates for HOA Board of Directors:

All HOA Board positions are considered to be "at large" positions and have a three year term. Those elected to fill the positions are based on receiving the highest numbers of votes in the election.

<u>Example</u>: If there are two open positions on the Board, the two candidates with the greatest number of votes would be declared the election winners. Since all candidates run at large and the position number is merely a tracking number, the winners would "flip a coin"/call heads or tails and that winner would get to draw a position number. The other winning candidate would be given the remaining position number. During years when there are three positions open, the three candidates with the greatest number of votes would be declared winners and each would draw their position number, beginning with the candidate with the greatest number of votes.

✓ <u>Recommendation</u>: Continue to recognize that Directors are elected "at large" for a three year term. For "tracking" the election rotation process using "position numbers" will be utilized to indicate which Director positions and how many Director positions are up for election each year.

Vacancies on the HOA Board of Directors:

Article III/Section 8/page 4 of the <u>Amended and Restated Bylaws of BellaVita at Green Tee Homeowner's Association, Inc</u>. (12/04/08) states that...vacancies (on the HOA Board) shall be filled by a majority of the remaining Directors... Each **person so selected shall serve until the next election**.

<u>Example</u>: The vacant position number will be added to those in the regular rotation order at the next election following the vacancy. If two positions are in the "regular" election rotation, the candidates with the greatest number of votes will garner those positions. The candidate with the third highest number of

votes will then fill the vacancy position for the remainder of the three year term. Should there be three positions open in the regular rotation, those candidates with the three greatest numbers of votes will fill those positions and the candidate with the fourth highest number of votes will fill the vacancy position for the remainder of the three year term.

✓ **Recommendation:** Vacancy position(s) will be filled at the next election by determining the candidate with the next greatest number of votes after the "regular" election rotation positions have been filled. The person elected to the "vacancy" position will serve until that position number(s) comes up again in the "regular" election rotation.

(Basically, for the remainder of the three year term.)

Elections Committee Explanation of Running for "Positions" 2011 Election

Positions based on 2009 Election results:

- 1. Barrera
- 2. Woods
- 3. Johnson
- 4. Southard
- 5. Burdick
- 6. Devereux
- 7. Gerlach

2010 Election: Positions 1 and 2 were up for election. (Original one year positions.)

2011 Election: Positions 3 and 4 are up for election. (Original two year positions.)

2012 Election: Positions 5, 6 and 7 will be up for election. (Original three year positions.)

2013 Election: Positions 1 and 2 will be up for election.

2014 Election: Positions 3 and 4 will be up for election.

2015 Election: Positions 5, 6 and 7 will be up for election.

Rotation would continue in the same manner.

Elections Committee
Report to the HOA Board
November 17, 2010
Relisting of "original" list of Recommendations
as submitted in May 2010 and October 2010

Recommendations:

- 1. Continue to have AMI determine **voter eligibility** and provide **mailing labels** for the election packets.
- 2. Continue to have AMI provide **printing and mailing services** for election materials.
- 3. Provide for a **separate mailing of the ballot** as per the election event schedule.
- 4. Have candidates draw for their order on the ballot, rather than listing them in alphabetical order. Do the same for the order in which candidates give opening remarks and speak at the Election Forums.
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www.griesenbeck.com

5122 STEADMONT DRIVE

HOUSTON, TEXAS 77040

713.781.3287 713.781.8857 fax 800.324.2474

Service Proposal

11-15-10

Bellavitta

Attn: Nancy Triggs Phone: 281-464-3150

Email: ntriggs@club-bellavita.org

Project: Bellavitta Club House

We are pleased to quote the following:

Please see below the proposal for a Service Agreement Contract to maintain and service the operable partitions located at your facility. The frequency and pricing options listed below are customized to the type and size of the operable partitions in your facility.

- ANNUAL SERVICE: estimated (7-8) hours @ \$115.00/hour plus tax.....billed at time of service for hours worked
 - o Annual service is based on our standard one time service agreement. Any repair service throughout the year will also be at our standard rate of \$115.00 per hour with a (4) hour minimum plus the cost of any parts.
- SEMI-ANNUAL SERVICE: (4) hours @ \$105.00/hour each visit....\$840.00 plus tax annually billed in (2) installments
 - Drive time is included in the number of hours needed to complete the semi-annual service. You will also receive a 10% discount on parts and a reduced labor rate of \$105.00 per hour throughout the year on any repair service when contracted in a semi-annual service program.
- QUARTERLY SERVICE: (3) hours @ \$100.00/hour each visit.....\$1,200.00 plus tax annually billed in (4) installments
 - Drive time is included in the number of hours needed to complete the quarterly service. You will also receive a 15% discount on parts and a reduced labor rate of \$100.00 per hour throughout the year on any repair service when contracted in a quarterly service program.

Relative to each service program, panels that are found to be in need of repair during a scheduled maintenance visit will be quoted with parts and estimated number of hours to correct the problem which will be submitted for approval prior to commencing with repairs.

Our goal is to maintain your partitions on a regular basis to help ensure that you get the most out of your space division and acoustic separation, and to ensure the ease of operation that you deserve. Please choose which service program you want to enroll in and return this signed proposal, we will then send you a formal contract to be executed which will be valid for a period one year. Attached you will find a description of the services that you will receive.

This proposal is submitted under the conditional use of AIA A401-1997 contract or the AGC/ASA/ASC Standard Subcontract.

The above price includes standard insurance program evidenced by certificate of insurance upon request.

IF ADDITIONAL INSURDED OR WAIVER OF SUBROGATION ARE REQUIRED ADD THE FOLLOWING:

- Additional insured (excludes auto).ADD \$150.00/named
- Waiver of subrogation ADD \$150.00/named

Terms: 30 days net for approved accounts. This quotation is valid for 30 days. Tax certificate required.

If not otherwise stated above, this proposal specifically EXCLUDES storage of material off site, final cleaning, protection after installation, trash removal, charges for use of hoist, special shipping, liquidated damage provisions, responsibility for code compliance, BONDS, SALES TAX.

GRIESENBECK Architectural Products. Inc.

by Chuck Collins

www.griesenbeck.com

5122 STEADMONT DRIVE

HOUSTON, TEXAS 77040

713.781.3287 713.781.8857 fax 800.324.2474

Description of Services

INSPECTION SERVICE INCLUDES:

- o All tracks, trolleys, curves, intersections, switches and supports.
- o All acoustical seals, including operable top and bottom seals.
- All panels and panel face finish materials.
- All jambs, hinges, pass doors and pocket doors.
- o Electric motors, all switches and drive components.

• PREVENTIVE MAINTENANCE:

- Cleaning and lubricating all track as required.
- o Adjusting all panels to plumb condition.
- o Lubricating all trolleys, hinges and other moving parts.
- Adjusting operable top and bottom seals.
- o Tightening loose acoustical seals, hinges, panel trim and trolleys.
- o Adjusting limit switches, clutches and chains on electric walls.

WRITTEN REPORT IDENTIFYING ANY DEFICIENCIES INCLUDING:

- o Any and all unsafe conditions.
- o Panels out of level or plumb that require repairs.
- o Worn, damaged or broken parts and components requiring replacement.
- o A price for material and/or labor to correct deficiencies.

COORDINATION OF WORK:

o All Preventive Maintenance and Service will be coordinated with the engineering department and scheduled so as not to interfere with facility use.

This proposal is submitted under the conditional use of AIA A401-1997 contract or the AGC/ASA/ASC Standard Subcontract.

The above price includes standard insurance program evidenced by certificate of insurance upon request.

IF ADDITIONAL INSURDED OR WAIVER OF SUBROGATION ARE REQUIRED ADD THE FOLLOWING:

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Approved by: / from Z / sugar

GRIESENBECK Architectural Products, Inc.

Date: 11-22-10

by Chuck Collins





5310 Ashbrook Houston TX 77081 (713) 667-9606 Office (713) 661-3976 Fax

PROMAXIMA SERVICE MAINTENANCE PROGRAM

SUBSCRIBER,

THIS IS A PREVENTIVE MAINTENANCE PROGRAM DESIGNED TO KEEP YOUR ATHLETIC EQUIPMENT IN TOP WORKING CONDITION AND LAST LONGER WITH REGULAR MAINTENANCE. PROMAXIMA SERVICE DEPARTMENT WILL PROVIDE ROUTINE INSPECTIONS ON ALL EQUIPMENT IN YOUR WEIGHT ROOM. INCLUDES LUBRICATING AND ADJUSTMENTS OF ALL EQUIPMENT. ALL PARTS THAT ARE UNDER WARRANTY WILL BE REPLACED AT NO CHARGE INCLUDING NO CHARGE FOR LABOR. PARTS THAT ARE NOT UNDER WARRANTY WILL BE WRITTEN UP IN A QUOTE FROM AND GIVEN TO MANAGEMENT. I/WE WILL ONLY BE RESPONSIBLE FOR THE COST OF THE PART (S); THERE WILL BE NO LABOR CHARGES ON NON-WARRANTY PART (S).

AT THE END OF EACH SERVICE THE TECHNICIAN WILL PROVIDE YOUR MANAGEMENT DEPARTMENT WITH A FULL WRITTEN SERVICE FORM WITH A LIST OF THE WORK PERFORMED AND ALSO A QUOTE FOR ANY REPAIR(S) IN NEEDED.

SHOULD EQUIPMENT FAIL BEFORE YOUR NEXT SERVICE PROMAXIMA WILL PROVIDE SERVICE AT A DISCOUNTED RATE.

BY SIGNING THIS SERVICE AGREEMENT WILL BRING DOWN THE COST OF MAINTAINING YOUR EQUIPMENT BY STOPPING THE UNNECESSARY SERVICE CALL AND LABOR CHARGES THAT ARE ATTACHED WITH EVERY REPAIR BILL.

TO EXECUTE THIS SERVICE PROGRAM, SIGN AND FAX TO: (713) 661-3976

Quarterly: Prices \$125.00/quarterly	\
Company Name: Bellavita @ Green Tee HOA (Club Bellav	ita
Phone: 281-464-3150 Fax: 281-464-3630	
Address: 1548 N. Rivieva Circleity: Pearland State: TX Zip: 7758	31
Signature/Title: Bella Vita Clubhause Margan 11-22-10	
Signature/Title: Date:	
Net 30 Term Agreement	
In consideration of extension of terms and/or delivery of merchandise by	
Promaxima Mfg. Ltd., the applicant agrees, acknowledges and warrants the	
following:	
The above-name purchaser is agreeing and attests financial responsibility,	
ability and willingness to pay all invoices within 30 days of date of invoice	ce
or as otherwise agreed upon. The undersigned also agrees to pay Promaxima M	fa
Ltd., a finance charge calculated at a rate of 18% on any past due balances	. 9
A fee of \$50.00 will be charged on all returned checks. In the event of	
default in the payment of any amount due, the undersigned agrees to pay all	
outstanding finance charges, reasonable collection costs, including agency,	
attorney's fees and court costs incurred. Venue for any suit shall be laid	in.
Int: Houston Texas.	œ.
I/We agree to notify Promaxima Mfg. Ltd., promptly in writing of any change:	C
in ownership of the business conducted under the account name and agree to	5
liability for all charges to the business conducted under the account name	
unless and until Promaxima receive written notice of the change in ownership	n.
d/	

REMOTE STATION	START	TIME	Pages	RESULT	REMARKS
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TMR:Timer, POL:Poll, TRN:Turn around, 2IN:2in1 Tx, ORG:Original size set, DPG:Book Tx FME:Frame erase Tx, MIX:Mixed original, CALL:Manual-Com, KRDS:KRDS, FWD:FORWARD FLP:Flip Side 2, SP:Special Original FCODE:Fcode, MBX:Confidential, BUL:Bulletin, RLY:Relay, RTX:Re-Tx, PC:PC-FAX REMARKS S-OK:Stop communication, Busy:Busy, Cont.:Continue, No ans:No answer M-full:Memory full, PW-OFF:Power switch OFF, TEL:Rx from TEL



5310 Ashbrook Houston TX 77081 (713) 667-9606 Office (713) 661-3976 Fax

PROMAXIMA SERVICE MAINTENANCE PROGRAM

SUBSCRIBER.

THIS IS A PREVENTIVE MAINTENANCE PROGRAM DESIGNED TO KEEP YOUR ATHLETIC EQUIPMENT IN TOP WORKING CONDITION AND LAST LONGER WITH REGULAR MAINTENANCE. PROMAXIMA SERVICE DEPARTMENT WILL PROVIDE ROUTINE inspections on all equipment in your weight room. Includes lubricating and adjustments of all equipment. ALL PARTS THAT ARE UNDER WARRANTY WILL BE REPLACED AT NO CHARGE INCLUDING NO CHARGE FOR LABOR. PARTS THAT ARE NOT UNDER WARRANTY WILL BE WRITTEN UP IN A QUOTE FROM AND GIVEN TO MANAGEMENT. I/WE WILL ONLY BE RESPONSIBLE FOR THE COST OF THE PART (5); THERE WILL BE NO LABOR CHARGES ON NON-WARRANTY PART (5).

AT THE END OF EACH SERVICE THE TECHNICIAN WILL PROVIDE YOUR MANAGEMENT DEPARTMENT WITH A FULL WRITTEN SERVICE FORM WITH A LIST OF THE WORK PERFORMED AND ALSO A QUOTE FOR ANY REPAIR(S) IN NEEDED.

SHOULD EQUIPMENT FAIL BEFORE YOUR NEXT SERVICE PROMAXIMA WILL PROVIDE SERVICE AT A DISCOUNTED RATE.

BY SIGNING THIS SERVICE AGREEMENT WILL BRING DOWN THE COST OF MAINTAINING YOUR EQUIPMENT BY STOPPING THE UNNECESSARY SERVICE CALL AND LABOR CHARGES THAT ARE ATTACHED WITH EVERY REPAIR BILL.

TO EXECUTE THIS SERVICE PROGRAM, SIGN AND FAX TO: (713) 661-3976
o Quarterly: Prices \$125.00/quarterly
Company Name: Bella Vita @ Green Tee HOA (Club Bella Vita)
Phone: 281-464-3150 Fax: 281-464-3630
Address: 1548 N. Riviera Circleity: Pearland State: TY zip: 77581
Address: 1548 N. 16.01 eva Charlity: Tearland State: 14 zip: 4581 Signature/Title: Bella Vita Clubhouse Hange 11-22-10 Signature/Title: Date:
Signature/Title: Date:
Net 30 Term Agreement
In consideration of extension of terms and/or delivery of merchandise by
Promaxima Mfg. Ltd., the applicant agrees, acknowledges and warrants the
following:
The above-name purchaser is agreeing and attests financial responsibility, ability and willingness to pay all invoices within 30 days of date of invoice
or as otherwise agreed upon. The undersigned also agrees to pay Promaxima Mfg Ltd., a finance charge calculated at a rate of 18% on any past due balances.
A fee of \$50.00 will be charged on all returned checks. In the event of
default in the payment of any amount due, the undersigned agrees to pay all
outstanding finance charges, reasonable collection costs, including agency,
attorney's fees and court costs incurred. Venue for any suit shall be laid in
Harris County Houston Texas.
Int: //act
1/We agree to notify Promaxima Mfg. Ltd., promptly in writing of any changes
in ownership of the business conducted under the account name and agree to
liability for all charges to the business conducted under the account name
unless and until Promaxima receive written notice of the change in ownership,
9/
11-22-10
Signature Title Date:



B. Cole & Associates, Inc.
Pool Management Company
2 Wilderness Trail
Friendswood, Texas 77546
Office 281-648-3349
Cell 281-433-9923
Fax 281-648-1979

This contract is made and entered into by and between B.Cole & Associates and Club BellaVita at Green Tee. B.Cole & Associates will be called "Contractor" and BellaVita at Green Tee will be called the "Client"

TERMS OF CONTRACT

The terms of this contract shall be for a period of one-year beginning January 1, 2011 and continuing through December 31, 2011.

This contract consists of four separate bodies of water.

- 1. Main swimming pool located behind the clubhouse.
- 2. Front water fountain located at the front of the clubhouse.
- 3. Water fountain located between clubhouse and swimming pool.
- 4. Hot tub swimming pool located between main pool and clubhouse.

REQUIRED PERSONNEL

This is a maintenance only contract.

In consideration of the mutual undertakings of the parties hereto, it is agreed by and between such parties as follows:

CONTRACTORS DUTIES:

- 1. Swim Season Duties
 - A. Maintain a safe chlorine residual and PH level of pool water.
 - B. Treat pool water with necessary chemicals to maintain proper levels on sanitation, PH, alkalinity, calcium hardness, and stabilizer. Furnish, deliver, and apply all necessary chemicals.
 - C. Skim water surface to remove all floating matter and clean skimmer baskets as necessary.'
 - D. Brush walls of swimming pool as necessary.

- E. Clean tiles in pool as necessary.
- F. Vacuum pool as often as necessary.
- G. Check pumps, strainers, and filters and clean when necessary. Keep filters backwashed as needed.
- H. Maintain all safety and maintenance equipment and store in their proper location.
- I. Check ladders and pool furniture weekly.
- J. Check gates to make sure they function properly when inspecting pool.
- K. As necessary, pool will be super chlorinated.
- L. Notify Client, as the need for the Client to provide necessary equipment or service that the Contractor is not obligated to provide as part of the basic services.

2. OFF SEASON DUTIES

- A. Maintain and monitor proper chemical levels.
- B. Make on-site inspections weekly.
- C. Check gates to make sure they function properly when inspecting pool.
- D. Vacuum or clean pool as necessary.
- E. Check and empty skimmer baskets on every inspection.
- F. Check pumps, strainers, and filters on every inspection and clean when necessary.
- G. Clean and maintain pool facility.
- H. Make every attempt to protect pool equipment and the house area from freezing by turning off water supply and draining where applicable. Contractor provides initial winterization. Additional trips to winterize facility will be billed as service calls.
- I. Contractor cannot assume responsibility for damages caused by vandalism, fire, theft, of acts of god.

CLIENTS DUTIES

- 1. Provide and maintain a telephone.
- 2. Provide and maintain a general pool rule sign with a notification of an emergency contact number.
- 3. Agrees to support contractor in the enforcement of all pool rules and regulations. Enforcement may include temporary or permanent expulsion from the pool, pool are, and general premises, any person who fails to comply with any safety rule or regulation or threatens bodily harm or physical damages to personal property of any B. Cole & Associates employee.
- 4. Provide and maintain adequate safety equipment.
- 5. Provide all necessary maintenance and cleaning equipment.
- 6. Mow grass and maintain landscaping.
- 7. Insure swimming facility, physical structure; meet all applicable codes and standards.
- 8. Establish all rules and fees for admission.

EXTRA SERVICES AND REPAIRS

It is understood and agreed that the contractor will supply all necessary personnel and chemicals to provide the services required by this contract for the basic fee; but that all other materials, services and repairs (including preventative maintenance over and above the maintenance in the basic services) will be provided by the Contractor and shall be charged to the Client. It is also understood that equipment breakdowns cannot always be

foreseen. During any repairs (contracted by and outside source or contractor) Contractor will make reasonable effort to maintain water balance or pool maintenance, to the extent reasonably allowed by the work. Contractor agrees to balance all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or an unusual amount of chemicals be required to restore the pool to pre-construction condition, the cost of these services and chemicals will be the responsibility of the Construction Company or Client. The Contractor shall be responsible for and have authority to obtain the repair of the pool and replace or repair the pool equipment belonging to the Client, for a cost up to \$100.00 per month without the approval of the Clients agent. For repair cost exceeding \$ 100.00 a month, approval will be sought of the Clients board or its authorized agent/representative. Such items will be billed separately to the Client after the repairs are completed. The Client may require that the work be done by the Clients operator or by other parties, in which case the contractor will not be responsible.

INSURANCE

Contractor will provide the minimum insurance coverage at no additional cost to the Client. This insurance will be a general liability insurance that will cover B. Cole & Associates for up to \$1,000,000.00.

B. Cole & Associates is insured with \$ 1,000,000.00 of general liability insurance.

Payment Schedule:

January	2011	1,065.00
February	2011	1,065.00
March	2011	1,065.00
April	2011	1,065.00
May	2011	1,065.00
June	2011	1,065.00
July	2011	1,065.00
August	2011	1,065.00
September	2011	1,065.00
October	2011	1,065.00
November	2011	1,065.00
December	2011	1,065.00

Total 12,780.00

Manager: B. Cole & Associates

Bill Cole

2 Wilderness Trail

Friendswood, Texas 77546

Association: Board Representative

Bella Vita at Green Tee 1548 North Riviera

Pearland, Texas 77581

Bill Cole 12-15-10

R.H. Gerbool upolio

CONTRACT FOR SERVICES

The Parties to This Contract for Services (This "Contract") Are

BELLAVITA AT GREEN TEE HOMEOWNERS ASSOCIATION, INC.

(The "Association") (A Texas Non-Profit Corporation)

and

R.S. PAINTING, INC.

(The "Contractor")
(A Texas Corporation/Partnership/Individual)

By this Contract, the Association engages Contractor, and Contractor agrees to perform, the following work (the "Work"), for the payment stated below, in accordance with the General Conditions, attached.

ARTICLE 1 THE WORK

- 1.1 The Contractor shall perform all of the following Work as required by the Contract Documents: Re-staining or maintenance of front doors as set forth in Exhibit A (Scope of Work) and Exhibit B (Proposal) which are attached hereto and made part hereof. The Association shall determine in its sole discretion which doors are to be maintained.
- 1.2 Change orders shall be in writing and must be agreed to and signed by both parties.
- 1.3 In the event of an outside consultant being used, the consultant shall be agreed to in writing by the parties hereto.

ARTICLE 2 TIME OF COMMENCEMENT

2.1 The Work to be performed under this Contract shall be commenced upon request of the Association and shall continue until the work is completed or December 31, 2011, whichever occurs first.

ARTICLE 3 CONTRACT SUM

- 3.1 The Association shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of \$80.00 per door maintained plus \$50.00 per door if bottom weather-stripping is replaced due to need or request of the homeowner. Should additional work be requested by the homeowner, such additional work shall be at the expense of the homeowner.
- 3.2 The Contract Sum is determined as follows: Contractor will perform the work as set forth in Exhibit A at the rate of \$80.00 per door. If bottom weather-stripping needs to be replaced Contractor will perform the replacement for \$50.00 additional.

ARTICLE 4 PAYMENTS

4.1 Based upon invoices for Payment submitted to the Association by the Contractor, the Association shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows: Contractor shall provide periodic invoices indicating which homes were painted. Payment of invoices will follow acceptance of the work by the Association.

ARTICLE 5 CONTRACTOR'S DUTIES

- 5.1 Contractor shall furnish at its own cost and expense all materials, crews, tools, machinery, and equipment for, and begin and press with due diligence until completion in accordance with plans and specifications agreed to by Contractor and Association and in a good and workmanlike manner, the Work.
- 5.2 In connection with the Work, Contractor shall (i) protect the Work and repair or pay for the repair of any damage caused by Contractor, its agents, invitees, or employees to property of Association or third parties; (ii) provide periodic and final clean-up of all debris resulting from the Work, and (iii) provide any items not specifically mentioned, but reasonably required for completion of the Work.
- 5.3 Contractor shall apply for and obtain all permits and licenses required for the Work at its expense and be responsible for securing inspections and approval of the Work from all authorities having jurisdiction over the Work.
- 5.4 Contractor shall pay off and satisfy all claims for labor and materials employed or used in any manner by it in connection with the Work, permit no liens of any kind to be fixed upon or against Association's or it's members' property by Contractor's laborers, mechanics, or material men, and indemnify, protect, and save Association and its members harmless from and against all such claims and liens.
- 5.5 The Work shall be performed in accordance with a schedule approved by Association. Changes to the approved schedule shall be approved in writing by all parties. Association and its duly authorized representatives shall have the right to inspect the Work at all reasonable times.

ARTICLE 6 PAYMENT TERMS

- 6.1 Payments to the Contractor shall include any and all applicable taxes and are not subject to any escalation.
- 6.2 Contractor shall submit duplicate invoices to Association each month for partial payments or as otherwise stated in payment terms due hereunder, and Association shall pay each invoice within thirty (30) days after receipt, unless a portion of the invoice is in question.
- 6.3. The payment provisions of this Contract are subject, however, to the withholding provisions of Sections 53.081 and 53.101 of the Texas Property Code and any and all other applicable laws and to Contractor's furnishing proof satisfactory to Association that all claims for labor and materials have been satisfied and that there are no unsatisfied claims for injuries or damages.

ARTICLE 7 INDEPENDENT CONTRACTOR

7. All Work performed hereunder shall meet with Association's approval, but the detailed manner and method of doing the Work shall be under the control of Contractor, Association being interested only in the result obtained. Contractor is an independent contractor as to the Work performed hereunder. All persons employed by Contractor shall be Contractor's employees paid by Contractor for labor supplied under this Contract. Contractor shall pay, and indemnify and save Association harmless from the payment of, all taxes and contributions imposed by all applicable federal and state laws with respect to Contractor's employees, including all interest and penalties payable under said laws as the result of non-compliance.

The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract.

Unless otherwise specifically provided in the Contract Documents, the Contractor shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent or whether or not incorporated or to be incorporated in the Work.

7.1 In connection with the Work, Contractor shall (i) at all times enforce strict discipline and good order among his employees or subcontractors and shall not employ any unfit person or anyone not skilled in the task assigned to him; (ii) give Association a full one-year warranty unless otherwise specified on all materials, equipment, and workmanship; (iii) warranty that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective; (iv) inspect the site of the Work and accept its existing conditions and shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall notify the Association if the drawings and specifications are at variance therewith; and (v) comply with reasonable dress code as directed by the Association.

ARTICLE 8 COMPLIANCE WITH LAW

8. Contractor shall comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of Association under the provisions of this Contract and/or any amendments to it and shall notify Association promptly upon discovery of any instance where Contractor fails to so comply.

ARTICLE 9

ACCURACY OF RECORDS

9. All financial settlements, billings, and reports rendered by Contractor to Association as provided for in this Contract and/or any amendments to it shall, to the best of Contractor's knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Association. Such data may be relied upon by Association as being complete and accurate in any further recording and reporting made by Association for whatever purpose. Contractor shall notify Association promptly upon discovery of any instance where Contractor has reason to believe such data are no longer accurate and complete.

ARTICLE 10 SUBCONTRACTORS; ASSIGNMENT

10. Contractor shall neither assign this Contract nor subcontract out any part of the work without the prior written consent of Association. In the event a subcontractor is employed with the prior written consent of the Association, Contractor agrees to hold harmless the Association from any and all claims arising from the use of said subcontractor. By submitting its invoices as provided for hereunder Contractor warrants that any such subcontractor has been paid and can make no claim on the Association.

ARTICLE 11 DEFAULT BY CONTRACTOR; TERMINATION BY ASSOCIATION

- 11. If, in the opinion of Association, Contractor should fail at any time during the performance hereof to provide the necessary crews, tools, or equipment for the proper performance of the Work; or breach this Contract in whole or in part; or fail to use due diligence in the performance thereof; or not be performing this Contract in the manner herein provided; or be adjudged a bankrupt; or be placed in receivership, then, and in any of such events, Association may, at its election, either immediately terminate this Contract or take over and perform either through its own employees or another contractor all or any part of the Work remaining unperformed. In the event Association takes over the Work, Contractor shall not be entitled to any payment or further payment for Work performed or material, equipment, or supplies furnished prior to such taking over until the Work required under this Contract is completed and accepted by Association, at which time Association's total costs and expenses in completing the Work shall be deducted from the amount which otherwise would have accrued to Contractor and the difference, if any, shall be paid by Association to Contractor. Association's exercise of its rights hereunder shall not constitute a waiver of its rights in law or equity to pursue damages or any other claim it may have against Contractor.
- 12. TERMINATION. In addition to Association's rights under

- Paragraph 11 above and 13 below, this Contract may be terminated in whole or in part at any time without cause by either Association or Contractor by written notice to the other party at least thirty (30) days prior to termination. Upon termination, Association shall pay Contractor compensation earned for the Work actually performed under this Contract to the date of termination. In no event shall Association be liable to Contractor for any damages on account of such termination or for anticipated profits with respect to future work, nor shall Contractor be liable to Association for any damages on account of such termination.
- 13. <u>BUSINESS STANDARD</u>. Each party, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the other party. The parties shall, with reasonable frequency during the term of this Contract, review such business standards and procedures with each other, including, without limitation, those related to the activities of employees, representatives, and agents in their relations with each other's employees, agents, and representatives, vendors, subcontractors and with other third parties, and those relating to the placement and administration of purchase orders and subcontracts.
- 14. RECORDS AND AUDIT. Contractor shall keep adequate books and records supporting its charges and its work generally under this Contract, and all such books and records shall be available at reasonable times to Association or its designated representatives during a period ending three (3) years following the date of final payment made under this Contract. Association's representatives shall have the right to reproduce all such books and records. If any audit by Association shall reveal errors or exceptions, Association and Contractor shall meet to review the audit report. If appropriate, Contractor shall adjust the relevant invoice(s) or refund overpayments promptly.
- 15. <u>INSURANCE</u>. For as long as this Contract shall be in effect, Contractor shall maintain types of insurance with companies satisfactory to Association and at minimum limits as follows:
 - (a) Workers' Compensation Insurance to cover full liability under the Texas Workers' Compensation laws and Employer's Liability insurance;
 - (b) Contractor's normal and customary comprehensive general liability insurance coverage, with limits of not less than \$1,000,000 for bodily and personal injury, death, or property damage resulting from each occurrence; and
 - (c) Comprehensive automobile liability insurance coverage covering all owned, non-owned, and rented automotive equipment used in connection with the Work, with

limits of not less than \$300,000 per occurrence for bodily and personal injury, death, or property damage.

Certificates of all insurance shall be furnished to Association and shall provide for thirty (30) days' written notice to Association prior to cancellation or material change of the policy or policies. Certified copies of each policy shall be furnished to Association upon Association's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Contract. Nothing contained in this Paragraph 15. INSURANCE shall limit or waive Contractor's legal or contractual responsibilities to Association or others.

16. INDEMNITY. Contractor agrees to and shall indemnify, protect, and hold harmless Association, its officers, agents, members and employees from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, and including injury to or death of any person, or for damage to any property, in any way arising out of or in connection with acts or omissions of Contractor and/or persons operating under Contractor in connection with the Work done by Contractor under this Contract.

Where such claims, demands, losses, damages, causes of action, suits, or liability have been caused, in whole or in part, by the joint or concurrent acts or omissions of Association and Contractor, Contractor's duty of indemnification shall be in proportion to Contractor's allocable share of such joint or concurrent acts or omissions. Contractor shall not be liable for claims, demands, or causes of action arising solely out of Association's acts or omissions.

It is the expressed intention of the parties hereto, both Contractor and Association, that each of them shall be liable for the consequences of the acts or omissions of their own officers, agents, employees, or subcontractors whether those acts or omissions are the sole, joint, or concurring cause of any claims, demands, losses, damages, causes of action, or other liabilities.

Contractor shall be responsible for all damage and loss sustained by it to its tools and equipment utilized in the performance of the Work.

17. SAFETY.

(a) Contractor shall develop a safety program applicable to each work site and to the Work, review such program with Association in advance of beginning the Work, obtain Association's approval, and enforce such program at all times. Further, Contractor shall comply with all applicable laws and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA), and any other legislation enacted for the safety and health of Contractor's employees. Association shall have the right, but not the obligation, to review Contractor's operations periodically for the purpose of securing compliance by Contractor with the safety program, but such reviews shall not diminish Contractor's complete responsibility for protecting the safety and health of its employees and subcontractors.

- (b) Contractor shall notify Association immediately, by telephone with prompt confirmation in writing, of losttime injuries and fatalities that occur on the work site in connection with the Work being performed under this Contract and shall provide Association with such reports of injuries and fatalities as Association shall deem necessary, including, but not limited to, copies of all reports and other documents filed or provided to Contractor's insurers and the State of Texas in connection with such injuries or fatalities.
- (c) These safety and health terms are agreed by both Association and Contractor to be of the highest importance, and a breach or violation of any of the terms of this Paragraph by Contractor will be considered to be a material and substantial breach of this Contract. In the event that Association shall determine that Contractor has breached or violated the terms of this Paragraph, then Association shall have the right to suspend the Work or terminate this Contract, as Association shall determine, immediately upon written notice to Contractor. Work shall not recommence until Association shall be satisfied that these safety provisions shall not be breached or violated thereafter.
- (d) Nothing contained herein shall be interpreted as enlarging Association's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor as set forth in Paragraph 3 above.
- 18. ALCOHOL, ILLEGAL DRUGS, WEAPONS. The use of alcohol or illicit or unprescribed controlled substances, or the misuse of legitimate drugs by any person on the work site, or remaining on the work site while under the influence of such substances, is strictly prohibited. In addition, possession of alcohol, illicit or unprescribed controlled substances, firearms, explosives, weapons, or hazardous substances or articles without proper authorization is not permitted on the work site. Entry onto Association's property is deemed, to the extent allowable by law, to be consented to. Recognition of the right of Association and its authorized representatives to search the person, motor vehicle, and other property of each individual while entering, on, or departing the work site is also consented to.

- EQUAL OPPORTUNITY. Contractor shall comply with all applicable federal and state laws and regulations with respect to nondiscrimination and equal opportunity in employment.
- 20. NOTICES AND ADDRESSES. All notices required or permitted to be given under this Contractor shall be considered properly given upon delivering the notice in writing to the party to be notified, or mailing the notice by registered or certified mail, return receipt requested, to the party to be notified at such party's address as set forth above, or such other address as the party to be notified may have designated by previous written notice to the other.
- 21. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the work to be done pursuant to this Contract, and this instrument shall govern over and supersede all other bid letters, proposals, correspondence, discussions, and communications between the parties.
- 22. GOVERNING LAW. This Contract and the services rendered under it shall be governed by and construed in accordance with the laws of the State of Texas.
- 23. <u>SEVERABILITY</u>. If any provision of this Contract or of any amendment shall be held to be invalid by a court of

- competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions.
- 24. <u>TIME OF THE ESSENCE</u>. Time is of the essence in the performance of all obligations in this Contract.
- 25. GENERAL. In the event there is a conflict between any of the provisions hereof and any proposals, general conditions, specifications, or other Contract in connection with the subject matter of this Contract, whether or not attached hereto, the provisions of this Contract shall be controlling. This Contract shall not be modified or amended in any manner except by written Contract signed by the parties.
- 26. NON-WAIVER. The failure of Association to insist upon or enforce, in any instance, strict performance by Contractor of any terms of this contract or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment, to any extent, of its rights to assert or rely upon such terms or rights on any future occasion.
- 27. CHANGE ORDERS. All additional work or change orders outside of the agreed specification and or proposal shall have prior written approval from the Association. Any work done without an executed change order shall be deemed at the contractor's expense.

day of	, 201	, which shall be the date of this	s Contract for all purposes.
Rode kared		For Association	
Tor Contractor		1 of Association	1/2/10
By Roll 2-65 pla		By P.H. Gerlack	Thouldline
Name Rodolto Sigala			10
Name 1000/20 300		Name R.H., GERLACH	EUZABETH WOOD
Title Dainter	_		
Date 19-10-10		Title POES.	TREASURER
0 C 0 T L C 0 9 Q		Date///7/10	ulnlio
Tax/Employee Identification Number		Date	1,,,,,
AMI Vendor Number			

BELLAVITA AT GREEN TEE HOMEOWNERS ASSOCIATION

PREVENTIVE MAINTENANCE PROGRAM

FRONT DOORS

SCOPE OF WORK:

A. DOOR MAINTENANCE

- 1. Door is soft sanded and cleaned with mineral spirits or equivalent.
- 2. Door is re-coated with a marine spar varnish.
- 3. Quote should specify if the door is removed from hinges or left up.
- 4. Quote should specify if the existing hardware on the door (handle, lock, hinges, kick plate) is removed or left on during the maintenance.
- 5. Quote should specify if the varnish is applied by brush or spray.
- 6. Check rubber weather stripping at the door bottom and replace if needed.

B. HOMEOWNER RESPONSIBILITIES

- 1. Homeowner will be responsible for the following costs:
 - a. Door refinishing.
 - b. Replacement/repair of weather stripping on the top and sides of the door.
 - c. Replacement/repair of door threshold.
 - d. Replacement/repair of door hardware (lock, hinges, kick plate).

C. CONTRACTOR PERFORMANCE:

- 1. The successful contractor will furnish all materials for door maintenance and refinishing.
- 2. Upon completion of work, the contractor will leave the work site clean.
- 3. All contractors for work at BellaVita must fill out the Association Management Inc. (AMI) New Vendor packet if they are not already and AMI approved vendor. This requires the contractor to provide proof of insurance.

ATTN: Ann Marie

BP Barco Products A Geneva Scientific Company

Visit Our Website at: www.barcoproducts.com

1	1	N.	Ba	ta	via	Avenue
B	a	tav	ia.	IL	60	510

Phone: (800) 338-2697

Fax: (630) 879-8687

To:

CARL WEBER

Date:

November 12, 2010

At:

BELLAVITA@GREEN TEA HOA

From:

ANN MARIE

Phone #:

281-464-2585

Extension:

131

Fax#:

CANDAWEBER@SBCGLOBAL.NET

Pricing Quote-140808AL

Quantity	Description	Unit \$	Extended \$
6	02GU1141 4' LEISURE BENCH WIT	H BACK IN	
	DESERT SAND	\$378.00	\$2,268.00
			\$0.00
	ALL VALORY OF THE PROPERTY OF		\$0.00
			\$0.00
		Sand Force	\$0.00
	X X	•	\$0.00
			\$0.00
			\$0.00
	United Proposition Com-		\$0.00
		Product Sub Total:	\$2,268.00
		Sales Tax (IL/NJ 7.5%)	\$0.00
		Estimated shipping cost	\$332.50
*	Freight will be prepaid and added to the invo	sice	20 100
	The lead-time for the above products is:	2-3 WEEKS	Before Shipping Beg January
	Please note below if additional options a -Lift Gate needed if no dock or forklift availab -Call Ahead - 24 hour call ahead from driver	ole (circle option)	onal \$50.00 fee for Lift Gate Service NO-UPS NO-UPS
		PAND TOTAL	\$2,600,50

GRAND TOTAL

\$2,600.50

Bill To:	AMI/Bellavit 5295 Hollis	Valid for 30 Days
	5295 Hollis	ster
	Houston Tx	77040-620
Order Ver	ified and Approved	· · ·
_	< Y /	6

Ship To: Bella Vita Clubhase 1548 N. Riviera Circle Pearland, TY 77581

Date: 12-14-10