

MANAGEMENT SERVICES AGREEMENT

THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement, made and entered into effective the 19th day of June, 2017, by and between **BELLAVITA AT GREEN TEE HOMEOWNER ASSOCIATION, INC.**, a Texas non-profit Corporation (hereinafter referred to as the "Association"), and **SEVERN TRENT ENVIRONMENTAL SERVICES (STES) dba PLANNED COMMUNITY MANAGEMENT, INC. (PCMI)**, a Texas Corporation (hereinafter referred to as the "Agent").

WITNESSETH:

ARTICLE I

DUTIES OF THE AGENT

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

ARTICLE II

COMPENSATION

2.1 The Association shall pay to the Agent a one-time organizational fee of \$1,580.00, based upon a one (1) year term, to provide for the data input, review and organization of the Association's documents allowing approximately 30 days for transition period.

2.2 Thereafter, beginning August 1st, 2018, **EIGHTEEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS (\$18,840.00)** plus applicable sales tax, if any, and related expenses shall be paid monthly as compensation for the services set forth herein, per schedule(s) defined in Schedule A and attached hereto as part of this Agreement, and/or as may be provided as described on the Miscellaneous Schedule of Charges attached hereto.

2.2.1 The monthly compensation set forth herein is based on **618** lots per the recorded plat, as of June 2017. Additional lots to be added at **\$3.50** per lot effective at the time of sale.

2.2.2 Above amount outlined in Article 2.2 includes \$3,300.00 base fee which includes Financial Management, Portfolio Manager (without Direct Contract Management Support), and Support Services.

2.2.3 Amount referenced in Article 2.2 includes \$15,540.00 in monthly fees for onsite labor. This amount is referenced in Schedule C and is based on labor rates and schedules provided by the Association at the time of contract execution.

2.2.4 Schedules and rates established in Article 2.2.3 above are subject to permanent change and adjustment by the Board. Any permanent changes in staffing or rates will require a mutually executed Contract Amendment.

2.2.5 A Quarterly reconciliation of employee hours will be performed to establish any overages/underage of hours for Part-time staff. The hourly bill rate for part-time staff is established at \$14.44 per hour based on the hourly pay rates established in Schedule C. Any credits or debits will be included on the following month invoice.

2.2.6 Overtime is "time & a half" for hourly plus applicable taxes and benefits and would be billed separately.

2.3 Attendance of meetings is based on an allocation of up to twelve (12) meetings per year, inclusive of an annual meeting, with an allocation of up to three (3) hours per meeting scheduled; these meetings are exclusive of other staff meetings or travel time. The Agent will bill the Association **\$125.00** for each hour spent attending meetings that exceeds 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 Agent shall bill the Association double the prescribed rate in **2.2** 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.

2.4 Additional services rendered by the Agent 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.

2.5 The Association shall reimburse the Agent for all reasonable costs or expenses incurred by the Agent 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 Agent. The Association shall pay all reasonable legal fees and expenses should it become necessary for the Agent to seek legal assistance to recover any balance owed by the Association under this Agreement.

2.6 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 Agent 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. Agent 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.

2.7 The Agent 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. Pricing provided in initial "Miscellaneous Schedule of Charges" will be fixed for first 12 months from Effective Date.

ARTICLE III

RECORDS OF PRIOR HISTORY

In the event the Association is an established and previously operating entity on the date of this Agreement, the Association shall provide to the Agent the following audited records at least three (3) weeks prior to the beginning of the Agent'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 Agent that the Agent 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.

ARTICLE IV

ASSOCIATION'S INSTRUCTIONS TO CREDITORS

The Association shall reasonably instruct all vendors of goods and services to submit all bills and invoices to the Agent 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 Agent shall have no liability for vendor late charges if the late charges are not the result of the Agent's fault or negligence.

ARTICLE V

INDEMNIFICATION OF THE AGENT

5.1 THE AGENT 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 AGENT OR ANY EMPLOYEE OR AGENT OF THE AGENT.

5.2 TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW AND EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT, THE ASSOCIATION AGREES TO INDEMNIFY AND HOLD THE AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (AGENT 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 AGENT PURSUANT TO THIS AGREEMENT. IF 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 AGENT PROMPT NOTICE OF SUCH PROCEEDINGS AND SHALL INFORM THE AGENT IN ADVANCE OF ALL HEARINGS REGARDING SUCH ACTION, CLAIM, SUIT, PROCEEDING OR INVESTIGATION. UNDER NO CIRCUMSTANCES SHALL AGENT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE ASSOCIATION OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.3 Notwithstanding any provision to the contrary, contained in this Agreement, in no event shall the Agent 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 Agent has been advised of the possibility of such damages.

5.4 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 Agent.

ARTICLE VI

FORCE MAJEURE

6.1 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.

ARTICLE VII

RENEWAL AND TERMINATION

7.1 The term of this Agreement shall be for an initial period of one (1) year 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 2.2, subsequently adjusted upward:

7.1.1 to adjust for an increase, if any, in lot count for the Association from the initial date of this contract through the renewal date; Lots to be adjusted quarterly for any additional developed lots at the time of sale at a rate of \$3.50 per lot above the 618 established lots at time of contract execution;

7.1.2 such amounts as calculated in Section 7.1.1 above will be further increased by an amount as may be mutually agreed upon by the respective parties in writing or through an approved fiscal budget.

7.2 Except as set forth in Section 7.3 below, either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within thirty (30) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period, the parties may agree to an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently.

7.3 This agreement may be terminated by either party upon written notice (by Certified Mail, Return Receipt Requested) to the other party with ninety (90) days prior notice. Prior to the release of all records, the Agent 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 Agent, a director or designated officer of the Association must inspect the condition of files and records generated during the service period.

ARTICLE VIII

INSURANCE

8.1 The Agent, shall, throughout the term of this Agreement, and at Agent's expense, maintain the following insurance policies:

- Commercial Crime insurance with a per loss limit of one million dollars (\$1,000,000) to protect against direct loss of money, securities or other tangible property sustained by the Association resulting from theft or forgery committed by an employee of Agent not in collusion with a Board Member or employee, if applicable, of the Association;
- General Liability insurance with a limit of one million dollars (\$1,000,000) per occurrence;
- Professional Liability insurance with a limit of one million dollars (\$1,000,000) per claim.

Upon execution of this Agreement, Agent shall provide the Association with a certificate of insurance evidencing that the required insurance coverage is in effect.

The Association shall maintain General Liability insurance and name Agent as additional insured on the General Liability policy. The Association's insurance shall be recognized as the primary source for the event of claims.

8.2 The Association acknowledges that the Agent is not an insurance broker and may not give advice or opinions on amount or limits of coverage which the Association should have. If the Association requires such advice, the Agent can arrange for an insurance broker to attend a meeting with the Board or the Board may obtain advice from any broker of its choosing. The Association acknowledges that the Agent does not accept any payment or commission from any insurance broker in relation to the Services provided under this Agreement.

8.3 The parties acknowledge that the decision of where to place insurance, amount or limits to cover is solely a matter for the Board of the Association.

8.4 During this Agreement, the Association shall maintain in force a director's and officers' liability policy in an amount of no less than \$1,000,000 in aggregate coverage and such policy shall name the Agent as an additional insured.

8.5 The Agent has access to an insurance program through a local insurance broker which offers the following coverage: general liability, auto liability, property, excess liability and workers' compensation policies. This program allows the Association to arrange for insurance policies at a premium that may be favorable to that which the Association could obtain outside of the program. There is no requirement for the Association to participate in this program, nor to buy insurance from any particular insurance company. Insurance policies obtained through the insurance program, will terminate in conjunction with this Service Agreement. The Association must replace these policies on or before the contract termination date, if coverage is selected, as coverage is a program coordinated exclusively for the use of PCMI and program benefits do not extend outside of the service agreement. The unearned portion of the premiums charged through the insurance program will be refunded to the Association by the insurance company.

ARTICLE 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 VII 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 the Portfolio Manager who is employed by Agent (or was employed by Agent at any time within one year prior to the date of termination) for the performance of services identical to or substantially like those described herein in Section I. In the event of a breach of the foregoing covenant, both parties agree that Association shall pay to Agent, as liquidated damages, an amount equal to the annual loaded salary of said manager, including benefits and taxes.

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 Agent 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.

**BELLAVITA AT GREEN TEE
HOMEOWNERS ASSOCIATION, INC.**

**SEVERN TRENT ENVIRONMENTAL SERVICES dba
PLANNED COMMUNITY MANAGEMENT, INC.**

NAME: *Dianne Clement*
President

NAME: *Chris Tarase*
Chris Tarase
Vice President of Management Services

PRINTED NAME: *Dianne Clement*
President

Address: 2002 West Grand Parkway North, Ste 100
Katy, Texas 77449

NAME: *Billy Potter*
Board Member

Date: *6/19/17*

PRINTED NAME: *Billy Potter*
Board Member

Date: *June 16, 2017*

SCHEDULE A

ADMINISTRATIVE SERVICES PROVIDED

Severn Trent Management Services., (hereinafter referred to as the "Agent") shall provide the following services to, for, and on behalf of the Association:

1. 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.
2. Provide office, staff and equipment necessary to provide normal administrative services as defined herein. Board has the option to participate in the selection process of all onsite staff.
3. 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.
4. Arrange and coordinate the annual meeting of members as agreed by the Board of Directors. Agent's attendance at board meetings shall be as defined in Section 2.3 of Service Agreement.
5. 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 Agent is in attendance. The Agent 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).
6. 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, per the Schedule of Miscellaneous Charges, unless performed by onsite personnel.
7. 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 Agent (subject to Miscellaneous Schedule of Charges) or by other contractor as may be selected annually by the Board of Directors.
8. Make records available to any accounting firm hired to prepare an annual audit, subject to authorization and approval by the Board of Directors.
9. 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 Agent subject to rates shown on Miscellaneous Schedule of Charges.
10. 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.
11. 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).
12. Provide historic log of all architectural review applications submitted through the Agent.

13. Review and track the insurance maintained and status of insurance on behalf of the Association.
14. Serve as a receiving agent, if desired by the Board of Directors, for architectural review applications. The Agent 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.
15. The Agent 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.
16. 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 Agent shall prepare a monthly statement of the financial status of the Association and shall submit written reports monthly.
17. Preparation and maintenance of general ledger and balance sheet of and for the Association, and reconciliation of the Association's bank account(s) monthly, generally by the 21st of each month.
18. 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

19. 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 Agent (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 Agent for distribution to vendors.
20. 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.
21. 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 Agent will respond to proprietary inquiries and/or Resale Certifications of which service is paid for by the Owner or a buyer, not the Association. 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.
22. 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 2.2 of Service Agreement.

23. Mail all Association annual maintenance fee billings and any subsequent and/or delinquent statements requested.
24. Provide optional 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
25. Provide telephone or written responses to inquiries of property owners concerning maintenance fee billing, as well as inquiries from title companies and/or mortgagees.
26. Financial records will be made available for inspection during normal business hours (excepting holidays) by appointment.
27. Prepare and distribute any special assessment charges approved by the Board.
28. If applicable, an alphabetical index of all current property owners is provided for summer months to assist with pool registration.

SCHEDULE B

MISCELLANEOUS SCHEDULE OF CHARGES

SPECIAL MEETINGS

Principal / Executive	\$175 / Hour
Sr. Manager	\$150 / Hour
Property Manager/Portfolio 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.
- Above pricing only applies to off-site personnel of the Agent, including Portfolio Manager.

BILLING

Assessments

Initial maintenance fee billing statement issued is included in base. All replacement coupons, 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 \$15.00 each, and billed back to the individual owner's association account.

Other

\$10.00 per statement for any other billing to homeowner, including but not limited to fining fees, forced mows, special assessment, etc.

PAYMENT PLAN

\$10.00 payment plan set-up administrative fee. Thereafter, \$10.00 per payment after 1st payment to be collected from Requester/Property Owner.

RECEIPT OF PARTIAL PAYMENTS

A handling fee charged to property owners making payments on a basis other than that defined in the Agreement. \$5.00.

ARCHITECTURAL APPLICATION

REVIEW SERVICES

Please Initial Selected Level of Service: (Option 1 is default if none is selected)

Option 1: Included in base contract fee - Serve as a receiving agent 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.

_____ **Option 2: \$225.00** per Tier IV home/remodel/addition application review; **\$125.00** per Tier III (pool, structure with a "foot print", out buildings, etc.) application for major renovation/modification which includes review and preparation of written response to applicant.; **\$75.00** per Tier II (wooden deck, play structure, or other movable items, etc.) application for minor renovation/modification which includes review and preparation of written response to applicant; and **\$25.00** per Tier I application (birdbath, etc.) which includes review and preparation of written response to applicant. Option 2 reviews are reviewed by PCMI, per the Association guidelines. Unless otherwise directed by Board Policy, the above tiered fees will be requested from applicant's payable to the Association on the submission form for Architectural Review. The Service Company will invoice the Association accordingly.

_____ **Option 3: SmartWebs®** electronic ARC approval system for Boards or Committees; includes application input, date tracking, vote tracking, Board/Committee communication, applicant response, and history reporting; There is a set-up fee by vendor and will then be billed at \$50.00 per month or at current cost.

WEB PORTAL OPTIONS: *Please Check if desired*

_____ **Resident Portal: Live Resident Portal** to view and access account status, make payments, see compliance history, submit Web-forms, make inquiries, set up profiles with alerts. *Included in price*

_____ **PCMI TownSquare PCMI Branded Web-page and App** with a link for PCMI Live Resident Portal Access: Includes basic portal and basic document management (legal docs, pool memos, forms, rental agreements, minutes, agendas, financials, and budgets, audits...) to post to the association page. An Association owned domain name may be set up to point to the PCMI Web-page. Partnering with and Hosted by third-party called NabrNetwork. *Included in price*

GATE ACCESS ADMINISTRATION

\$0.00 per controlled gate access (such as for pools or vehicles), per month to be added to base contract fee when served by onsite staff to coordinate data and receive calls to coordinate gate repairs, annual management of late fees pool lists and distribution of keys/fobs/clicker remotes from office as may be arranged by mail outs.

Service Company offers option for Gate Programming from main office. \$225 Set up, and possible \$100 per month - pending type of software and coordination with gate company.

CLUBHOUSE RESERVATIONS

\$75.00 per booking to administrate and manage reservations, obtain indemnification agreement, receive deposit, etc. if not performed by onsite personnel.

INSPECTION OF CLUBHOUSE

To qualify for a deposit refund, club must be inspected for damages. The Service Company can be scheduled in advance to inspect the club (by visit to the site) at the rate of \$125.00 per hour. Board member or appointee may inspect and authorize refund at no additional charge, when not performed by onsite personnel.

MAIL DISTRIBUTION

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

Post Card Distribution: \$0.20

Labels \$0.08 each.

CERTIFIED MAIL

Current Postmaster rate plus handling charge of \$5.00.

DEED RESTRICTIONS

Deed Restriction Certified Letters are \$15.00 each, plus handling fee above
Monthly Inspections are included in base fee.
Full additional inspection: \$650 per trip.
Deed Restriction Inspection / Special Request is \$175 per property
ARC Compliance Inspection and Certificate is \$175
ARC Compliance Re-inspection and Certificate \$ 75

POSTAGE Current rate charged by postmaster. No add on.

COPIES \$0.18 per copy, up to 100 copies.
 \$0.12 per copy thereafter.
 \$0.50 per color copy
 \$0.21 per duplex copy (both sides).

SPECIAL ENVELOPES
 Letter size #9 or #10 per envelope 0.22
 Manila 9"x12" per envelope 0.26
 Manila 10"x13" per envelope 0.30

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.

SPECIAL FEES Rush and Priority handling for Homeowner requests (example: ARC applications, etc.), to be paid by the requesting Homeowner, to be set by the Service Company, for expedited turn-around, at the Service Company's discretion; however, this service will be at the option of the Service Company strictly for the convenience of the Homeowner with no obligation to the Association.

LIEN RESEARCH \$150.00 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.

TAX RETURN FILING \$400.00 per return

FILE STORAGE Service Company will retain (at no additional charge) current year records plus one (1) year 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.

**BELLAVITA AT GREEN TEE
 HOMEOWNERS ASSOCIATION, INC.**

**SEVERN TRENT ENVIRONMENTAL SERVICES dba
 PLANNED COMMUNITY MANAGEMENT, INC.**

BY: Dianna Clement
 President

BY: Chris Tarase
 Chris Tarase, Vice President of Management Services

BY: Billy Potter
 Board Member

DATE: June 16, 2017

DATE: 6/19/17