

## **MANAGEMENT SERVICES MASTER AGREEMENT**

This **Management Services Master Agreement** (the "Agreement") is made this 21 day of July 2022, between:

- 1) **BELLA CHARCA PROPERTY OWNERS' ASSOCIATION, INC.**, a gated Homeowners' Association, consisting of currently 450 closed lots (731 single family lots at build out), with its principal place of business at 1131 Wilderness, Nolanville, Texas 76559 (hereinafter the "Association"); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Texas, with its principal place of business at 14050 Summit Dr., Ste. 103, Austin, Texas 78728 (hereinafter the "Service Company")

### **BACKGROUND**

The Association desires to procure management services required for the Association as set forth in Schedule A attached to this Agreement ("Services") and the Service Company desires to provide said operations and maintenance services to the Association.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

### **1) TERM AND TERMINATION**

1.1 The term of this Agreement shall be for an initial period of one (1) year from effective date of September 1<sup>st</sup>, 2022 and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, sixty (60) days prior notice.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the Association.

1.4 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the Association through the date of termination.

1.5 If Association incurs costs for damages due to a default of the Service Company that results in termination of this Agreement, Association may deduct such costs or damages from the final payment due to Service Company. Such deduction will not exceed the final payment owed to Service Company and will constitute full and final settlement between Association and Service Company for all claims against Service Company by Association and a release by Association of any and all further claims against Service Company.

1.6 The Service Company may, at its discretion, suspend service immediately should the Association fail to make payments in a timely manner, until such time as the account is made current.

### **2) SERVICE COMPANY'S SERVICES**

2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the "Services").

2.2. In the event the Association is an established and previously operating entity on the date of this Agreement, the Association shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company's services:

2.2.1. All financial books and records of the Association;

2.2.2. All bank statements of all accounts of the Association;

2.2.3. Copies of all contracts and agreements to which Association is a party;

2.2.4. Copies of all minutes, resolutions and other official actions of the Association; and

2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the Association and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced



documents, and shall have no liability for errors which may result from the use of the above-referenced documents should errors be contained therein.

2.3. Service Company may offer and/or Association may request, that additional services be provided under this Agreement. In the event that the Service Company and the Association agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.4. In performing the services, Service Company may rely on information supplied by the Association and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the Association, Service Company is not responsible for verifying the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the Association under a separate agreement; and (b) providing for the benefit of any other association services similar to the services provided to Association. Association hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the Association or to any other association shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the Association acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the Association's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. **THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.**

2.8. If the scope of services requires the Service Company to administer or supervise the Association's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from

the failure of the Association's employees to follow the instructions of the Service Company.

### 3) ASSOCIATION OBLIGATIONS

3.1. Association shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3. Comply with applicable law relating to the management, ownership, operation, maintenance, repair and replacement of the facilities, to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the Association's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3 The Association represents and warrants that:

3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4 The Association shall operate as a body, dictated by the Association legal documents and applicable laws. Authority lies in a majority vote of the Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific



decisions independently or spend funds within a specified dollar range. Association shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman.

3.5 The Association acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use Association computer systems, data systems, or networks, or to come into contact with Association residents' personal information. Association shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of Association systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, the Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Association as a result of a data breach or other cyber security breach to the Association's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Service Company's negligence or willful misconduct.

#### 4) FEES AND PAYMENT

4.1. The Association shall pay to the Service Company a one-time organizational fee of **\$750.00** within thirty (30) days of the Effective Date, to provide for the data input, review, and organization of the Association's documents, allowing approximately thirty (30) days for a transition period.

4.2. Thereafter, the Association shall pay the Service Company a fee of **\$1,380.00** ("Base Fee") to include up to 450 closed homes, and then **\$3.00** per additionally sold home will be added to the monthly base fee, plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The Base Fee shall be due shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within (30) days of the date of invoice. Disputes with invoices are waived if not raised within thirty (30) days of invoice issue date.

4.3. Attendance of meetings is based on an allocation

of up to **five (5)** meetings virtually or in person per year, including the Annual meeting of Members and a Budget meeting, with an allocation of up to two (2) hours per meeting scheduled. The Service Company will bill the Association \$125.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the Association double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.

4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the Association, with the Association's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or 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. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and Association will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.

4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The Association will be notified immediately that such emergency action was taken.

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



4.7. The Service Company reserves the right to reasonably modify, with thirty (30) days' notice, any of the applicable base fees or fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject the proposed increase, the Service Company shall have the option to immediately terminate the Agreement by providing sixty (60) day notice of termination.

4.8. For each fiscal year of the Association, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the Association in its final fiscal year budget. Each fiscal year the Association will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the Association. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the Association and Service Company, in writing.

4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

## **5) INDEMNIFICATION AND LIMITATION**

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE ASSOCIATION OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE ASSOCIATION EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS FEES, EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT AND/OR UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE ASSOCIATION; INCLUDING, BUT NOT LIMITED TO CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGMENTS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF THE ASSOCIATION AND INCLUDING SERVICE COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE OR MIXED WITH THE NEGLIGENCE OF OTHERS. FURTHER, THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE ASSOCIATION. THE ASSOCIATION'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE EVENT OF CLAIMS. THE ASSOCIATION SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE ASSOCIATION SHALL FURNISH COPIES OF SUCH POLICIES TO THE SERVICE COMPANY WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE SERVICE COMPANY HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY 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.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE ASSOCIATION, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the Association, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter, whether or not demand has been made against the Service Company. The Association agrees to pay all reasonable attorneys' fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this Agreement.

5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the Association, except that the Association shall promptly approve and sign checks to satisfy such statements.

5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the Association is obligated to indemnify the Service Company shall be processed and satisfied by the Association in the same manner as are all other debts and obligations of the Association, except that the Association shall promptly approve and sign checks to satisfy such judgments.

5.8. THE ASSOCIATION SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE ASSOCIATION OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE ASSOCIATION UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

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

5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.11. This indemnification shall not be construed as a waiver of the Association's sovereign immunity under state law, and is subject to the limitations set forth under state law.

## **6) INSURANCE**

6.1. The Service Company shall provide and maintain the following levels of insurance coverage and such policies shall include "waiver of subrogation", and name Bella Charca Property Owners' Association, Inc., its directors, officers, and members, as "additional insured":

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.2. The Association shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the Association shall maintain property and general liability insurance with appropriate coverage.

## **7) DISPUTES**

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.

7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration



shall be held in a mutually agreeable location within the County in which the Association is located.

7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. INVOICES ALREADY PAID CANNOT BE DISPUTED FOR ANY REASON BEYOND THE DATE OF THE NEXT BOARD MEETING.

## 8) FORCE MAJEURE

A party's performance of any obligation 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 off 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, or 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.

## 9) MISCELLANEOUS

9.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

9.2. 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.

9.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

9.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

9.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

9.6. This Agreement contains the entire agreement between Association and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

9.7. The parties may only modify this Agreement by a written amendment signed by both parties.

9.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

9.9. In the event of termination, cancellation or failure to renew, Association agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services. Both parties agree that damages as a result of actions in violation of this Section would be impossible to prove, and therefore, in the event of a breach of the foregoing covenant, both parties agree that Association shall pay to Service Company, as liquidated damages and not as a penalty, an amount equal to twelve (12) times the monthly compensation agreed to herein.

9.10. This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9.11. 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 the County in which the Association is located.



9.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC  
2002 West Grand Parkway North, Suite 100  
Katy, Texas 77449  
ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC  
220 Gibraltar Road, Suite 200  
Horsham, PA 19044  
ATTN: Legal Department

To Association:

BELLA CHARCA PROPERTY OWNERS' ASSOCIATION, INC.  
Association President  
At current address on file

With a copy to:

Association Secretary  
At current address on file

9.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of Association.

9.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

**INFRAMARK, LLC**

DocuSigned by:

*Chris Tarase*

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By: Chris Tarase

Title: Vice President of Infrastructure Management Services

Date: 7/21/2022

**BELLA CHARCA PROPERTY OWNERS' ASSOCIATION, INC**

DocuSigned by:

*Gary Freytag*

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By: Gary N. Freytag

Title: President

Date: 7/21/2022



## **Schedule A Scope of Services**

Service Company 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.
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. Service Company's attendance at Board of Director meetings shall be as defined in the Agreement.
5. Provide summary Minutes of the Board of Director Meetings.
6. Solicit bids for Association contract services for Board of Directors approval. Serve as a liaison between Board of Directors and contractors to observe the monthly performance of the work of companies supplying the following services, when applicable: pool maintenance, landscape maintenance, trash service, lake maintenance and other services as may be authorized by the Board of Directors.
7. 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.
8. Coordinate follow-up for required annual tax report(s), insurance premiums and State Franchise Tax report(s), subject to authorization and approval by the Board of Directors. This service may be performed by the Service Company (subject to Miscellaneous Schedule of Charges) or by other contractor as may be selected annually by the Board of Directors.
9. Make records available to any accounting firm hired to prepare an annual audit, subject to authorization and approval by the Board of Directors.
10. Provide storage of past and present Association papers and records up to a maximum of one (1) year. Prior records must be relocated to a qualified storage facility or stored with the Service Company subject to rates shown on Miscellaneous Schedule of Charges.
11. Perform a 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.



12. 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).
13. Provide historic log of all architectural review applications submitted through the Service Company.
14. Review and track the insurance maintained and status of insurance on behalf of the Association.
15. Serve as a receiving agent, if desired by the Board of Directors, for architectural review applications. The Service Company shall maintain a tracking log, package information received and submit to designated person(s) on Architectural Review Committee for conclusion and direct response by the committee. The Committee may also elect to have electronic images of applications submitted for review and approval via a secure for online website per fees outlined on the Miscellaneous Schedule of Charges.
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 Service Company shall prepare a monthly statement of the financial status of the Association and shall submit written reports on a monthly basis.
17. Preparation and maintenance of general ledger and balance sheet of and for the Association, and reconciliation of the Association's bank account(s) on a monthly basis. Association funds shall be deposited in a Federally insured Texas financial institution with the current Association president and treasurer included as signatories.
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.
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 Service Company (checks for all such items to be paid no less frequently than once a month). Once checks are executed by authorized individuals, they are to be returned to the Service Company for distribution to vendors.
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. Provide Document Website to serve as central repository for monthly Board member information. This allows users to log into the Association's site and based on permission granted, view, reference and print the most up-to-date information including:
  - a. Monthly Manager's Report
  - b. Deed restriction edit list
  - c. Financial Reports
  - d. Meeting Minutes
  - e. Architectural applications
22. Receive, verify and reply to maintenance fee inquiries received from title companies, mortgagees, and residents.
23. 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 the Agreement.
24. Provide telephone or written responses to inquiries of property owners concerning maintenance fee billing, as well as inquiries from title companies and/or mortgagees.
25. Financial records will be made available for inspection during normal business hours (excepting holidays) by appointment.
26. Mail all Association annual maintenance fee billings and any subsequent and/or delinquent statements requested by the Association.
27. Prepare and distribute any special assessment charged approved by the Board of Directors.



**INFRAMARK, LLC**  
**MISCELLANEOUS SCHEDULE OF CHARGES**

<b>Billed Back to Owner</b>	
Subsequent Statements, or separate invoices requested to be sent that may itemize fines, forced mow, etc. billed back to the owner's account.	\$15.00 per Statement, billed to owner's account
Certified Final Demand Notice	\$20.00 per Statement issued, billed to owner's account
Receipt of Partial Payments – A handling fee charged to property owners making payments on a basis other than that defined in the contract	\$5.00 per payment, billed to owner's account statement
Payment Plans – Approved by the Board	\$10 set up and \$10 per payment paid by Homeowner, included in payment plan.
Gate Administration: Access Devices, Pool Tags or Accessories, required to gain community or amenity access, when processed from the Agent's office	As relevant, \$15 per device programming, activation, tracking from Service Company office, paid by Owner when requested
Certified Deed Restriction Letters level 03 – sent Certified, regular mail to Owner and physical address	\$20 per certified letter (billed back to Owner account)
Closing Document Request Fees are paid by Buyer/Seller	Current market rates; rush fees as may be requested at a closing transaction.

<b>Association Hard Costs As Incurred:</b>	
Mail Distribution	
General Distribution – Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution – Additional inserts over two	\$0.03 per additional page
Labels	\$0.08 each
Certified Mail	Current rate charged by postmaster plus handling charge of \$15.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.12 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Franchise Tax Returns	\$450.00 per return, or at market rate
Corporate Tax Return – Federal income tax return based on Form 1120H	\$450.00 per return, or at market rate
Special Meetings – Beyond those defined in the negotiated agreement Manager has freedom to align vendor meetings along with inspections or as feasible to arrange within their flexible day schedule to reduce additional cost.	Principal / Executive \$175 / Hour Sr. Manager \$150 / Hour Property Manager \$125 / Hour Administrative/Clerical \$49.50 / Hour Video Surveillance Research \$75/ per half hour
Special Services – Includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage – Records preceding those included in base fee (current year records plus one previous year)	\$15.00 per box per month



<b>Billed to Association</b>	
Initial Annual Assessment Billing or Special Assessment Billing	\$3.00 per statement issued; postage is not included.
Deed Restriction Letters – Levels 01 and Level 02	<i>Included</i> in basic management, but postage is not included.
<i>Architectural Application Review Services: Please initial</i> desired services from Service Company Corporate Office:	
_____ Basic ARC Administrative Service – Preparation of written response to applicant. (Includes receiving, logging and distributing the applications to the Designated ARC Representative named by the Association.) ARC Web Portal – Ability to electronically receive and transmit applications and track Committee communications and transmit final decisions.	\$25.00 per application, submitted by Owner payable to Association – we will itemize on our monthly statement  - If color pallets are already determined and compliant we can respond in kind.
_____ ARC Full Service from corporate office of Service Company—responsible for reviewing and approving applications for compliance with the deed restrictions.	\$25.00 per Tier I review (lawn décor, bird bath, etc.) \$50.00 per Tier II review (fountains, deck, play structure, etc.) \$125.00 per Tier III review (pool, addition, room addition, etc.) \$225.00 per Tier IV review (rebuild house) - Fee may be submitted by Applicant as the Board may direct. \$300.00 – per Tier V New Home Construction to review: Living Area, Roof Pitch, Roofing Material, Masonry Coverage, Building setbacks, basic landscaping, lighting.  Developer will continue New Home plans reviews at \$0.00 until the Development Period is over.
<i>Lifestyle &amp; Event Planning Support</i> Event Administration Only: Manager or Liaison provides contacts, action items, IMS TownSquare Communications, and requests for event details.  Event Management: Host onsite event – greet, direct attendees, generally coordinate vendors, booths, contractors, set up, and tear down, and clean up. Schedule and RSVP must be in advance.  Prepackaged Events as Developed and Offered through Lifestyle.	\$75 per hour for planning, RSVP/securing vendors, office work, calendar, update IMS TownSquare, communications blasts, etc. in collaboration with the Board established Committee Chair/Liaison. Fundraising with local business contacts as supplied by Committee.  \$150 per hour on site for Sr. Manager or Coordinator \$50 per hour on site for Administration Team availability  Cost Options provided as developed
<i>IMS TownSquare Hybrid Website and App: a controlled social media function and a documents center. The Manager controlled communication tool proactively posts information, announcements, meeting notices, create doc centers for approved community groups, update important association activities, request feedback from residents – all postings have a 1200-word filter to screen profanity and control features. It has a smart phone or pad app with newsfeeds. It is hosted by our 3<sup>rd</sup> party technology partner Nabr Network platform based in USA.</i>	Included in our core management services
<i>Additional Compliance Inspection – full inspection of Common Areas and for Deed Compliance</i>	<b>To select, please enter number of additional inspections desired added to base monthly fee:</b>  Please add <u>97</u> number Full Inspection <b>\$800 per trip</b> (letters 01 & 02 included, not postage) scheduled in advance. Full customer service support. Level 01 & 02 letters included. (Postage not included.)  Please add <u>97</u> number Follow Up Inspections for key violations & additional Common Area Inspections at <b>\$150 per hour (2-hour min.)</b> scheduled in advance. Level 01 & 02 letters included. (Postage not included.)



**Maintenance Solutions: Porter Services:** Generally for clients with the service added to their contacts, the porter will physically walk the property daily and remove litter, (garbage, cigarette butts, pet droppings, etc.) from the community grounds; Dumpster area(s), Clubhouse/Pool areas(s), Recreation areas. (playgrounds, sports courts, pool area, courtyard, etc.), Landscaping (grass areas, flower beds, bushes, trees, etc., Walkways, Parking lots and driveways) \*where applicable. Also these services will include, but not necessarily limited too:

- Inspections and Labor repairs (if deemed necessary) of:
- Electrical Function for clubhouses, monuments, tennis courts, parks. (light bulb replacement, photocell/timer replacement, fixture replacement) Lights above 12ft will be extra cost.
- AC filter replacement.
- Restroom repairs (toilets, fans, sinks, basic plumbing)
- Flag replacement maintenance.
- General door hardware repairs/replacement.
- Playground Equipment (Generally under warranty, no repairs unless specific and doesn't void existing warranty)
- Trash pickup, rake kiddie cushion, graffiti removal, loose equipment check.
- Wood fences. Repair/Replace loose boards
- Check benches., sitting areas and repairs when needed.
- Tennis/Basketball Court electrical, wind nets, BBG nets, court nets and minor repairs when needed.
- New Sign installs, old sign replacement.
- Supplies provided by client (Filters, Bulbs, Pickets, New Signs, etc.). Limited amount of supplies can be purchased by Inframark and will be billed back to client.
- Services can be customized to client. Special projects, etc.

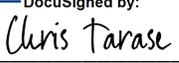
*Does not include pool/pond pump repairs or plumbing. Maid service for bathrooms like toilet cleaning. No electrical work from the main breaker panel to the service line is included (Needs licensed electrician). No work deemed needing a license (electrical, plumbing, etc.) will be performed. No work needing two workers safely, will be included. Certain projects can require an extra hand at additional cost. Also does not include inspections, such as for Deed Restriction compliance.*

**Optional:**  
When available and scheduled 8-hour service day is based at \$60 per hour: Billed at \$480.00 per visit as performed or as annually scheduled and equalized billing for the year.

Please indicate the frequency:

- Once a week
- Every 2 weeks
- Every Month
- Bi-Monthly

**INFRAMARK, LLC**

DocuSigned by:  
  
 41808B12D02B415...  
 By: Chris Tarase  
 Title: Vice President of Infrastructure Management Services  
 Date: 7/21/2022

**BELLA CHARCA PROPERTY OWNERS' ASSOCIATION, INC**

DocuSigned by:  
  
 CC75EB985A4C4AA...  
 By: Gary N. Freytag  
 Title: President  
 Date: 7/21/2022

