

MANAGEMENT AGREEMENT

PARTIES:

THIS AGREEMENT, signed and made effective as of the 15th day of August, 2009 with services scheduled to commence on the 15th day of August, 2009 is by and between "AVIARA CONDOMINIUM COMMUNITY, INC." (an association of 138 Units upon build-out), Austin, Texas hereinafter called "Association," and ALLIANCE ASSOCIATION MANAGEMENT, INC., a Texas corporation, with its principal office at 115 Wild Basin Road, Suite 308, Austin, Texas 78746, phone (512) 328-6100, hereinafter called "Managing Agent."

In consideration of the terms, conditions, and covenants hereinafter set forth, the Association and the Managing Agent mutually agree as follows:

APPOINTMENT:

The Association hereby appoints Managing Agent and Managing Agent hereby accepts the appointment on the terms and considerations hereinafter provided as exclusive Managing Agent of the Association. The Association agrees to provide all items in accordance with Exhibit "B" attached hereto in regards to the Property Takeover in order for management services to commence.

LIMITATION OF AUTHORITY:

It is understood and agreed that the authority of duties conferred upon Managing Agent hereunder are herein defined.

MANAGING AGENT'S DUTIES:

Managing Agent is hereby authorized and shall render services and perform duties of the Association, under the general supervision of the Board of Directors of the Association, hereinafter called "Board," as follows:

General

1. Establish liaison with contractors for corrective work on common elements.
2. Inventory all furniture, equipment, significant tools and supplies of

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Association, or shall recommend purchase of same where necessary and provide Board with copy of inventory.

3. Maintain business-like relations with owners/tenants, whose service requests shall be received, considered, and responded to promptly and efficiently. Requests or complaints which are deemed extraordinary by Managing Agent shall, after thorough investigation, be reported to the Board with appropriate recommendations.
4. Recruit, hire, train, supervise and discharge all Project personnel. Association covenants and agrees that it will not (without Managing Agent's prior written consent) hire, as employee, contractor or consultant, any current or former employee of Managing Agent for at least twelve (12) months following termination of this Agreement.
5. Conduct periodic physical inspections of the property, but in no event less than once monthly.
6. Subject to availability of funds of Association, maintain common elements of Project in accordance with reasonable standards acceptable to the Board.
7. Negotiate and make contracts for services, including utilities, trash removal, lawn maintenance, pest control and such other contract services as may be necessary and advisable.
8. For any one item of repair or replacement, the expenses incurred shall not exceed the sum of \$500.00, unless specifically authorized by the President or Treasurer, or a Director if the President or Treasurer are absent; excepting however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Project, or for the safety of the occupants, or required to avoid suspension of any necessary service to the Project may be made by the Managing Agent, irrespective of the cost limitation imposed by this paragraph.

Fiscal and accounting services for the Project shall include the following:

1. Prepare a proposed Annual Budget at least sixty (60) days prior to the end of the fiscal accounting year, which will serve as the basis for monthly assessments and expenditures for the ensuing year, once adopted by the Board ("Approved Budget").

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2. Prepare and distribute monthly computerized financial statements to the Board.
3. Prepare and distribute annual financial reports to all owners, upon request of Board.
4. Prepare correspondence and reports regarding finances as requested by the Board. It is understood and agreed that all financial reporting other than routine monthly financial reports will be prepared at an additional fee to be mutually agreed upon between the Principal Parties.
5. Assist in performance of audits in consonance with auditor appointed by the Board with any related clerical, secretarial, or accounting services requested by said auditor, to be billed at the additional hourly rate of \$15.00/clerical, \$25.00/secretarial, and \$45.00/accounting for such services provided by the staff of Managing Agent.
6. Prepare and maintain accurate payroll time sheets for all on-site Project personnel employed by ALLIANCE ASSOCIATION MANAGEMENT, INC. Such compensation (including fringe benefits) payable to ALLIANCE ASSOCIATION MANAGEMENT, INC. Project personnel shall be reimbursed to Managing Agent by Association and shall include reimbursement for all local, state, and federal taxes and other assessments (including, but not limited to Social Security taxes, federal unemployment insurance, state unemployment insurance, workers' compensation insurance, general liability coverage, and payroll computerization costs) incidental to the employment of such personnel. Such reimbursement for all local, state, and federal taxes and other assessments (as further described immediately above) will be treated as an expense of the Association, and shall be calculated at the fixed payroll cost factor of .3899 (an increase of 38.99%) times gross compensation (which shall include wages or salary, group health insurance and any other fringe benefits provided to employee). The sum total of gross compensation plus the amount due for local, state, and federal taxes and other assessments shall equal that total reimbursement due from the Association.

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Agent is required to assist the Association in matters relating to protection of the Project against risks as follows:

1. Recommend insurance coverages as are required to protect the Project.
2. Prepare insurance specifications for bid proposals, and secure bids under direction of the Board.
3. Place insurance coverages for fire, general liability, fidelity bonds, statutory and other approved forms of insurance coverages.
4. Assist in processing insurance claims against the Property.
5. Establish and maintain current insurance ticklers for timely renewals of insurance policies, related to common elements.

Meetings - Board of Directors, Annual Meetings of the Association of Owners, and Special Meetings:

1. Managing Agent shall prepare and mail notices, proxies, ballots, and agendas in accordance with the requirements and provisions of the Declaration and the By-Laws of the Association. Such notices shall be at the Association's expense.
2. Duplication and mailing of notices of meetings, agendas, ballots, proxies, minutes, officers' reports, etc., shall be at the expense of the Association.
3. Prepare, and present for approval, reports such as financial, contractual, operational and other of a regular nature as required by the Association.
4. Arrange for and schedule places, dates and times for the conduct of meetings called by the Board.
5. Special reports shall be prepared in accordance with requests by the Board, at a charge to be mutually agreed upon.
6. Managing Agent will be required to attend no more than one meeting annually of the Association and one meeting quarterly of the Board,

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at a time and place to be designated by the Board. Should additional meetings require Agent's attendance, Agent may charge the Association at a rate of \$50.00 per hour for meetings in excess of those allowed by the contract. Should meeting attendance require Agent's presence during weekend hours, Agent may charge the Association at a rate of \$50.00 per hour for each meeting. Meeting duration in excess of two hours for any regularly scheduled meeting may result in Agent charging Association at a rate of \$50.00 per hour for additional hours.

7. Should Managing Agent be required to provide assistance to Association in preparation for or with testimony in connection with a lawsuit, Managing Agent may charge Association at the rate of \$50.00 per hour for clerical, research and discovery time and \$50.00 per hour for court appearance and deposition time.

Records and Correspondence

1. Managing Agent shall maintain all financial records of the Association and its members.
2. Managing Agent shall prepare resale certificates, statements of account, and other related items and shall record changes of ownership upon receipt of advice of owners, with supporting documentation, for a fee not to exceed Managing Agent's current published rates for such service at the time of service, which fees shall be paid by the seller/grantor of the Unit. In the event of transfer of deed through foreclosure sale, transfer fee shall be immediately due and payable by mortgagee or other grantee then receiving trustee's deed to property as a result of said sale.
3. Agent shall maintain complete files for all correspondence relating to Association.
4. Agent shall duplicate and mail to all owners, as requested by the Board, periodic newsletters covering specific topics of interest to owners of the Project to be prepared, duplicated and mailed at the expense of the Association.
5. All requests for duplication of additional copies of Project documents, correspondence, reports, etc., shall be at the expense of the requesting party.

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6. All records, letters and memorandums relating to the operation of the Association will remain the property of the Association and shall be kept on the Project premises or at Managing Agent's office or contract storage facility and shall not be removed from those premises. Storage of Association's historical records shall be at the expense of Association.

UNDISCLOSED

FEES:

Managing Agent agrees not to collect or charge any undisclosed fees, rebates, or discounts; and in the event that any should be collected by Managing Agent, such becomes the property of the Association and shall be credited to the Association's account. Notwithstanding the foregoing to the contrary, the Association acknowledges that the Managing Agent or its affiliates may earn profit or receive fees incident to a) the operation of group purchasing programs intended to provide price and quality benefits to the Association and/or its residents, or b) the dissemination of marketing information about goods and services to the Managing Agent's managed associations (including the Association) and their residents. Purchase of any product and/or service through any such purchase program or marketing plan is voluntary and is not in any manner required by the provisions of this Agreement.

FORMS, REPORTS

AND RETURNS

REQUIRED BY LAW:

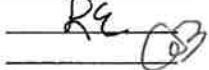
Relative to on-site Project personnel employed by ALLIANCE ASSOCIATION MANAGEMENT, INC., Managing Agent shall prepare for execution and filing all forms, reports and returns required by law in connection with unemployment insurance, workers' compensation, social security and other similar requirements now in effect or hereafter imposed, and also requirements relating to the actual employment of personnel, all as set forth by the local, State, and Federal governments.

Preparation of audits, the preparation and the filing of State and Federal Income Tax Returns, preparation and the filing of Corporate Franchise Tax Returns, and the preparation and filing of Internal Revenue Service Form 1099 and related transmittals, together with any other forms, reports, or returns related to the property, all as now in effect and required or hereinafter imposed by local, State, or Federal law or by those documents governing the rights, duties, and responsibilities of the Association and its members, shall be a separate and additional expense of the Association and not chargeable to Managing Agent.

BANK ACCOUNTS:

Managing Agent shall maintain a separate bank account or accounts in

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banks whose deposits are federally insured or in Board-approved securities accounts, in a manner to indicate the custodial nature thereof, for the deposit of the monies of the Association and to draw thereon for any payments to be made by the Managing Agent to discharge any liabilities or obligations incurred pursuant to this Agreement.

COLLECTION OF
MAINTENANCE FEES:

The Board shall determine the official date of commencement of the assessment collections, and shall notify the Managing Agent in writing of the established date.

Upon the establishment of the official commencement date, all owners of record, whether occupying Units or not, shall be responsible for the payment of established assessment.

The Association hereby authorizes the Managing Agent to request, demand, collect, receive and receipt for any and all charges or assessments which may at any time be or become due to the Association.

Accounting, secretarial, and clerical efforts of Managing Agent in processing any "Special Assessment" will be charged to Association at the additional rate of \$2.00 per Unit for each scheduled installment payment required under the Special Assessment.

Managing Agent may charge a reasonable fee for collection proceedings on delinquent accounts due the Association. Such fee will be an expense of the Unit owner in arrears and is not chargeable to the Association. Notwithstanding the above, Managing Agent may directly, or through its affiliates, charge a processing fee directly to the Association for providing certain accelerated collection services such as filing of delinquent owner accounts with the local Credit Bureau, filing of assessment liens, filing suit against delinquent owners in Small Claims Court, etc. Such processing fees per Unit shall be published in advance of any service, and said service shall not be provided except by prior Board approval. Association, upon payment of processing fee, may direct Managing Agent to backcharge delinquent owner. See Exhibit "D" for Association Collection Program Managing Agent is to implement.

TERM:

The term of this Agreement shall be from the effective date thereof for a period of one (1) year. In the event the Agreement effective date and scheduled service commencement date of this Agreement differ, both being

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as recorded herein under "PARTIES," the term of this Agreement shall be for one (1) year from the latter of the two dates. This Agreement may be terminated under the following conditions:

1. This Agreement may be terminated at any time by the mutual consent of the Principal Parties as of the end of any calendar month.
2. At the expiration of the one (1) year term, unless terminated in writing by either party with thirty (30) days prior notice, this Agreement will automatically be renewed on a month to month basis unless both parties mutually agree to a one (1) year term extension. ~~This Agreement expires unless one of the Principal Parties notifies the other party in writing that they are terminating this Agreement at the end of the then current term.~~ Any notice of termination during the extension period will be given with at least thirty (30) days notice and shall be delivered by either Registered or Certified Mail or personal delivery.
3. In the event a petition in bankruptcy is filed by or against the Managing Agent, or in the event that it shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement without notice to the other.

Upon termination, Managing Agent will submit to Association copies of any financial or administrative records applicable to the Association which have not been previously provided, and after the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, Association will furnish Managing Agent security, in form and principal amount satisfactory to Managing Agent, against any obligations or liabilities hereunder, and Managing Agent will then promptly turn over all monies belonging to the Association.

Breach of this Agreement by Board at any other time under any other circumstances without proper notice shall entitle Managing Agent to liquidated damages at the rate of \$4.50 per Unit times the number of months remaining in the Agreement.

AGENT'S FEE:

In consideration of its services hereunder, Managing Agent shall be compensated in accordance with Exhibit "A" attached hereto. In future renewal periods of this Agreement, the Management Fee contained in Exhibit "A" shall be adjusted to that fee provided for in the Approved Budget of Association, provided, however, that at no time shall it be

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reduced without specific written consent of the Principal Parties. Managing Agent shall also be reimbursed for all expenses advanced on behalf of Association so that such compensation is "net" to Managing Agent, above operating expenses of Association at published prices per Exhibit "C". These prices are subject to change. Any compensation or reimbursement not received by Managing Agent within ten (10) calendar days after the due date thereof shall bear interest at the maximum rate permitted by law. Association agrees to pay, in addition to all other sums contained herein, reasonable attorney's fees and costs of collection if this Agreement is placed in the hands of an attorney for collection.

If the Managing Agent is to be involved in supervising or coordinating projects including the addition of new amenities, extensive remodeling, rebuilding, or renovation of the common elements, the Managing Agent shall be additionally compensated by Association as agreed for this service. In no event, however, shall such fee exceed market rates for similar construction management services nor shall any fee be due Managing Agent for projects (as defined above) occurring within twelve months of one another with a collective cost of less than \$5,000.

In the event of an extraordinary loss of \$1,000.00 or more which involves a claim under insurance, Managing Agent shall receive from Association a separate and additional fee equal to 10% of the amount of any insurance claim settlement received by the insured; provided, however, that such additional fee shall be due and payable only to the extent that funds from the claim settlement remain for same after claim repairs are substantially completed and payment for such has been made. Said separate fee shall be for that time involved in discussion and negotiation between Managing Agent and the appropriate insurance carriers, adjusters, and contractors in reaching a Proof of Loss Statement acceptable to those parties having an insurable interest, and for Managing Agent's coordination and supervision over related activities with the designated general contractor or construction manager for the project which originated from the loss.

Within a reasonable period after the execution of this Agreement, the Agent will cause an interactive website (the "Website") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Website will be password protected, for the free and exclusive use of Association residents who register for this service through the Website. The Website will be operated and maintained by the Agent or its service providers and available by hyperlink from the Agent's website. It will provide various communication tools, which may include directories, calendars, surveys

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and forums and other products and services. All data submitted to the Website by Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to the Agent for use in operating and maintaining the Website and related services. The Website and all computer programs and code used in the operation of the Website, as well as all intellectual property rights therein, and all revenue generated through the Website, shall be the sole and exclusive property of the Agent provided however revenue generated as a result of the operation of the "classified ads" section of the Website shall be divided equally between the Agent and the Association. In the event of the termination of this Agreement, the Agent will cause the Website to be shut down and will transfer all related resident data and Association content, in electronic format, to the party specified by the Association's Board of Directors. In the absence of instructions, the data will be transferred to the Association president. Upon completion of the transfer, the Agent will delete from its databases all personally-identifiable data about Association residents collected through the Website. The Agent's monthly charge to the Association for the website is \$40.00 and a one-time set up charge of: (If no fee is listed for a monthly fee, fee will be based on number of units/homes in community as noted in the management contract and other binding document.) Check one below, if none are checked, a \$100.00 set up fee will be charged.

Basic Set Up Fee (\$100) includes: scanning documents, 2 custom photos, custom text data base set up, set up of website and postcard to notify owners.

Domain Name Transfer and Basic Set Up Fee (\$200) include basic set up plus the transfer of Association domain name to Agent to manage. The domain name will be transferred back to Association upon termination at no charge by Agent.

New Domain Name and Basic Set Up Fee (\$200 + cost of domain name registration) includes basic set up, registration of new domain name on behalf of association, three year domain name ownership. The domain name will be transferred to the Association upon termination at no charge by Agent. Custom Logo Options Available upon request.

At this time, Association declines website service.

The Website may contain links to other websites. Use of these websites is at the user's own risk. The Agent is not responsible for and does not endorse the content, products or services of any third-party websites and

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does not make any representations regarding their quality, content or accuracy. The Agent does not assume any liability for the materials, information and opinions provided on, or available through, the Website (the "Site Content"). Reliance on the Site Content is solely at the user's own risk. The Agent disclaims any liability for injury or damages resulting from the use of any Site Content.

The Website, the Site Content and the products and services provided on or available through the Website are provided on an "AS IS" and "AS AVAILABLE" basis. The Agent makes no warranty or representation with respect to the quality, accuracy or availability of the Website and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose or non-infringement. In no event will the Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Website, the Site Content, any services provided on or through the Website or any linked site, including any direct, indirect, incidental, special, consequential or punitive damages.

In recognition of Managing Agent's unique experience in preparation, submittal and negotiation of loans for community associations and the additional demands made on Managing Agent's resources during such loan acquisition process, a loan processing fee of one percent (1%) of the total loan proceeds granted to Association will be paid to Managing Agent by Association upon the successful initial funding of a loan. Loan terms and conditions shall be agreed to and approved by Association and/or Board.

REVISION
OF CONTRACT:

This contract shall be reviewed and adjusted only on the basis of negotiation between the Principal Parties, as then stated in a written and mutually executed agreement.

ENTIRE
AGREEMENT:

This Agreement shall constitute the entire Agreement between the Contracting Parties, and no variance or modification thereof shall be valid and enforceable, except by an agreement in writing.

RESPONSIBILITY:

Managing Agent shall be responsible for his conduct in accordance with law, and will keep in force sufficient liability insurance in an amount not less than \$1,000,000.00.

Managing Agent is acting as an agent for the Association and will employ

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its own craftsmen, employees, and workers and will provide Workers' Compensation Insurance as required by law.

Upon request, Managing Agent will provide the Association with a Certificate of Insurance evidencing coverages in force for the term of this Agreement.

Association will at all times hereunder keep in force public liability insurance in an amount not less than \$1,000,000.00 and Managing Agent shall be listed as an additional named insured thereunder. Association shall provide Managing Agent a Certificate of Insurance evidencing such upon request.

Managing Agent, its affiliated companies, successors and assigns, agents, shareholders, officers, directors, and the employees of any of the foregoing, shall not be liable in any manner to Association, its members or any other party for any injury or death of persons arising from actions taken or the failure to act within the scope of this Agreement or by law, including its own negligence, unless caused by the willful misconduct or gross negligence of Managing Agent.

Managing Agent assumes no liability whatsoever for any acts or omissions of Board or Association, or any previous boards or current or previous Owners of Project, or any previous management or other agent of either. Managing Agent assumes no liability for any failure or default by any individual Unit Owner in the payment of any assessment due Association or in the performance of any obligations owed by any Unit Owner to Association pursuant to any lease or otherwise. Managing Agent likewise assumes no liability for any failure or default by concessionaires in any rental or other payments to Association. Further, Managing Agent does not assume any liability for violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by Managing Agent shall be brought to the attention of Association in writing, and Association shall promptly cure them.

INDEMNITY:

Indemnification by Association

The Association agrees to indemnify, defend and hold harmless Managing Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives and assigns (individually and collectively, the "Manager Indemnitees")

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from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "Damages"), incurred by any Manager Indemnitee related to or arising out of any and all claims or legal, administrative or regulatory actions and proceedings asserted or brought against such Manager Indemnitee in connection with (a) the performance of the obligations or responsibilities of Managing Agent under the terms of this Agreement, (b) any action taken by any Manager Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Manager Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, (c) the operation, maintenance, physical condition, ownership of, or any alleged acts, omissions or incidents occurring on or related to, the Property managed by Managing Agent under this Agreement, (d) the Association's failure or refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority of which Managing Agent has advised the Association in writing, and (e) the negligence of any employee, contractor, service provider or agent engaged by Manager in connection with the performance of Managing Agent's responsibilities under this Agreement, provided that such employee, contractor, service provider or agent was selected, engaged, retained, and supervised by Managing Agent with reasonable care; provided, however, that the foregoing indemnification shall not extend to (i) any settlement entered into by any Manager Indemnitee without the prior written consent of the Association, which consent shall not be unreasonably withheld, or (ii) with respect to any Manager Indemnitee, any Damages that are caused by such Manager Indemnitee's criminal acts, willful misconduct or gross negligence. The Association's obligation to defend, indemnify and hold harmless any Manager Indemnitee is subject to the condition that as to any particular event: (x) the Manager Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Manager Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against a Manager Indemnitee but not the Association, or applicable legal ethics requirements would require separate counsel for the Manager Indemnitee to adequately protect such party's interests, the choice of such counsel shall be made by Managing Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The parties intend that this indemnification shall be covered by any applicable insurance policy. The provisions of this Paragraph shall survive the termination of this Agreement.

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unit within Project which constitutes membership in Association (e.g., condominium unit, lot, townhome, etc.).

4. The term "Association" as used herein shall mean an Association consisting of all the Owners of Units in the Project organized under the laws of the State of Texas for the purpose of administering the Project established by the Declaration of Deed.
5. The term "Principal Parties" as used herein shall mean the Managing Agent and the Association.

SUCCESSORS
AND ASSIGNS:

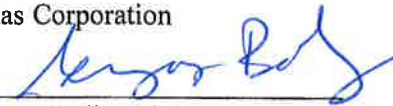
This Agreement shall inure to the benefit of and constitute a binding obligation upon the Managing Agent, the Board and the Association, its heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MANAGING AGENT:

ALLIANCE ASSOCIATION MANAGEMENT, INC.


Texas Corporation

By: 
Gregory Boling, CPA, CMCA
President

Dated: 10/2/09

ASSOCIATION:

AVIARA CONDOMINIUM,
COMMUNITY, INC.

By: 
Its duly authorized Agent
for all owners/members of
record of the Association

Dated: 8/14/09

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EXHIBIT "A"

MANAGEMENT FEE: \$500.00 monthly minimum plus \$2.00 per sold unit

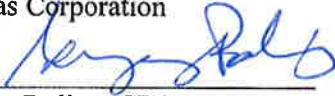
GENERAL COPIES,
POSTAGE & OTHER FEES: SEE EXHIBIT "C"

WEBSITE FEE: \$40.00 Per Month Plus \$100.00 Set-Up Fee.

MANAGING AGENT:

ALLIANCE ASSOCIATION MANAGEMENT, INC.

A Texas Corporation

By: 
Gregory Boling, CPA, CMCA
President

Dated: 10/2/09

ASSOCIATION:

AVIARA CONDOMINIUM
COMMUNITY, INC.

By: 
Its duly authorized Agent
for all owners/members of
record of the Association

Dated: 8/14/09

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"EXHIBIT B"

**PROPERTY TAKEOVER CHECKLIST
CONDOMINIUM ASSOCIATION**

Name of Community: Anaia Condominium Community, Inc.

Date Management Begins: _____ Fiscal Year End _____

Physical Address of HOA: 221 W. 6th Street, Suite 1900, Austin, TX 78701

Contact Name & Phone # for Transition Purposes: Leisha Ehler, President 512-381-6108

Federal Tax ID #: 26-2818079 Recipient _____

- Filed Declaration/CCR's**
- Filed By-Laws/Articles of Incorporation**
- Filed Rules/Regulations**
- Copy of filed TUCA Certificate**
- Unit Owner Names, Addresses, Phone Numbers**
- Tenant Names, Addresses, Phone Numbers**
- Unit Owner Files with warranty deeds, collection information**
- All insurance policies**
- All contracts**

- Previous Management
- Trash Removal
- Porter Service
- Pool Service
- Landscape Service
- Security/patrol service
- Pest Control
- Laundry Room
- Elevator
- Entrance/Exit gates
- Sprinkler Maintenance
- Other _____
- Other _____
- Other _____

- Warranties/Guaranties**
 - Roofing
 - Pool
 - Parking lot/Pavement
 - Entrance/Exit Gates
 - Other _____
 - Other _____

Utility Account Numbers/Companies/Deposits

- Electric _____ \$ _____
- Water/Sewer _____ \$ _____
- Gas _____ \$ _____
- Cable/Satellite/Antenna _____ \$ _____
- Phone _____ \$ _____

Keys

- Clubroom
- On-site Office
- Storage
- Boiler Room
- Chiller Room
- Pool Area
- Amenities Areas
- Other _____

Miscellaneous

- Plats / Plans**
- Garage/Gate Openers
- Access Cards
- Security/Access Codes _____
- All Meeting Packets (Monthly, Annual, Special)
- Franchise Tax Returns/Exemptions
- Tax Returns/Extensions
- All payroll/personnel information & related tax information
- Audits _____
- Bids (past & pending)
- Correspondences/Notes/Inspection Reports
- Inventory of all on site personal property
- Insurance claims information
- Lawsuits (complete & pending)/Legal Files
- Certificates of Insurance/Inspections
- Security Reports
- Vendors / Professionals list (i.e. Landscapers, CPA's, Attorney)**

Accounting Information

- Money to open account: \$ _____, bank: _____
- Money closing out old accounts: \$ _____, bank: _____
- Petty Cash reports/outstanding cash \$ _____
- Operating Account Information
- Savings, CD's, Reserves Information
- All Checkbooks/check stubs
- All Bank Statements
- All Paid Bills
- All Unpaid Bills**
- Account Receivable Beginning Balances**
- Detailed Unit Analyses
- Cash Sheets
- Financial Reports
- Bank Reconciliation
- Monthly collections information/Arrears Information
- NSF Notices/Uncollected bad checks

Page 3 of 3
Condominium Takeover Checklist

- Dues Schedule** _____
 - Special Assessments or other pending income schedules**
 - Budgets (current/prior)**
 - Percentage of Ownership Schedule**
 - Late Dates/Late Charges** _____, _____
 - Special Closing Instructions** _____
- Other Collected Items
- _____

*Note – Highlighted information must be received in order to bill assessments and produce financial statements.

**IF ASSOCIATION IS PART OF A MASTER ASSOCIATION – PROPERTY MANAGER IS TO PROVIDE ADDITIONAL INFORMATION AS NEEDED.

Exhibit "C"
Ancillary Charges Pricing List

Ancillary Charges must be pre-approved in budget per Association.

Item Description	Billing Category	Cost*/Unit
Checks	Checks	\$0.35
Coupons	Coupon Books	\$4.50/bk.
Invoices/Statements	Coupons/Statements	\$0.50
Business Reply Envelope	Envelopes	\$0.12
Bubble Envelopes	Envelopes	\$0.50
Envelopes	Envelopes	\$0.15
Medium Envelopes	Envelopes	\$0.18
Large Envelopes	Envelopes	\$0.35
6x9 Envelopes	Envelopes	\$0.25
Scans	Faxes	\$0.10
Faxes	Faxes	\$1.00
Color Copies	Reimb-Copies	\$1.00
B/W Copies	Reimb-Copies	\$0.16
Records Storage	Reimb-File Storage	\$1.75
Records File Retrieval	Reimb-File Storage	Varies by delivery time & boxes.
Labels	Reimb-Labels	\$0.10
Labels- Large	Reimb-Labels	\$0.25
Boxes	Reimb- Office Supplies	\$2.00
Binder Clips- Large	Reimb- Office Supplies	\$1.00
Binder Clips- Medium	Reimb- Office Supplies	\$0.75
Binder Clips- Small	Reimb- Office Supplies	\$0.50
Binders- 3"	Reimb- Office Supplies	\$4.31
Binders- 2"	Reimb- Office Supplies	\$3.69
Binders- 1"	Reimb- Office Supplies	\$1.59
Copy Paper- Per Ream	Reimb- Office Supplies	\$4.00
Dividers	Reimb- Office Supplies	\$0.12
Expand-a-File- Legal Size	Reimb- Office Supplies	\$13.49
Manila Folders	Reimb- Office Supplies	\$0.20
Hanging File Folders	Reimb- Office Supplies	\$1.50
Miscellaneous Office Supplies	Reimb- Office Supplies	At Market Cost plus 25%
Tablets	Reimb- Office Supplies	\$1.50
Pressboard Folders	Reimb- Office Supplies	\$5.00
Property Inspection Photos	Reimb- Office Supplies	Varies by Community
Courier Service	Reimb- Office Supplies	Varies by requested delivery time.
Overnight Shipping	Reimb- Office Supplies	At Market Cost plus 25%
Postcards	Reimb- Office Supplies	\$0.15
Parking/Tow Tags	Reimb- Office Supplies	\$1.50
Welcome Packet	Reimb- Office Supplies	\$3.50
Community Living Booklet	Reimb- Office Supplies	\$1.00
SASE (Self Addressed Stamped Envelope)	Reimb- Postage	\$0.97
Postage	Reimb- Postage	At Market Cost as Used plus 10%
Prepaid Postage	Reimb- Postage	At Market Cost as Used plus 10%
Certified/Signature Confirmation Mail	Reimb- Postage	At Market Cost plus \$2.00
New Address Card	Reimb- Postage	\$0.70
Telephone/Long Distance	Reimb- Telephone	At Market Cost as Used
Notary Services	Reimb- Notary Service	\$5.00 per notarization
Returned Check Processing Fee	Reimb- Returned Checks	\$15.00 per return
Architectural Request Processing	Reimb - ARC	\$25 application fee, paid by owner

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*Prices are subject to change

Exhibit "C"
Ancillary Charges Pricing List

Ancillary Charges must be pre-approved in budget per Association.

Other Services

Item Description	Billing Category	Cost/Unit
Extra Meetings - Manager		\$50/hr
Extra Meetings - Assistant Manager		\$25/hr
Weekday Meetings - Length in Excess of Contract		\$50/hr
Saturday Board meetings		\$75/hr
Sunday Board meetings		\$100/hr
Projector Rental		\$25 per event
Room Rental		\$35 per hour
1099's		\$200 per community processed
Special Assessments		\$2 per unit
Bulk Gate Remotes		At Market Cost plus 25%
Insurance Settlement Negotiation		1% of Excess Insurance Reimbursement over Actual Damages
Loan Negotiation		1% of Loan Principal
Expert Testimony		\$200 per hour
Lawsuit Preparation		\$50 per hour
Maintenance Labor		\$45/hr plus trip charge
Maintenance Porter		\$25.5/hr plus trip charge
Maintenance - HVAC		\$75/hr plus trip charge
Maintenance Supplies		At Market Cost plus 25%
Maintenance After 4.pm		Regular rate x1.5
Powerwash Equip Rental		\$65 per day
Community Website		Per ACW Pricing Schedule
Liquidated Damages		Varies with Contract
Resales		Varies by Product

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*Prices are subject to change

ALLIANCE ASSOCIATION MANAGEMENT COLLECTION PROGRAM SELECTION

Association Name: Anara Condominium Community, Inc.

Our collection program is comprised of two parts. Both Part A and Part B are described below:

PART A.

Part A is the standard portion of the program that includes the late notices and attempts to collect debt on a monthly basis. There will be a \$15.00 collection fee assessed to each delinquent homeowner's account for any account with an overdue balance of \$10.00 or more as of the 15th or 30th of the calendar month or other date as dictated by your documents. This collection fee will be assessed in addition to any late fees assessed by the association. This fee will be charged directly to the homeowner and billed to his/her account. The association will reimburse Alliance for collection fees only when they are received.

Part B.

Part B is comprised of several options. You may select to include or exclude any of the listed options for your association. Fees for these services are charged very similar to the way attorney fees are charged to homeowners. At the time these services are performed, the association makes payment to Alliance Association Management. The association is reimbursed when the homeowner makes payment. The fees will be reflected as an expense on your financial statements and the collected fees will be reflected as income.

The optional services and associated fees are listed below. Please indicate which services you would like your program to include. If this form is not completed and returned within thirty days of contract execution, full service will be provided. Please place an X in the boxes of the services you would like to include or check the box refusing all options.

<u>SERVICE</u>	<u>DATE SENT</u>	<u>COST PER TRANSACTION</u>
<input checked="" type="checkbox"/> Friendly Reminder statement	30-45 day delinquent	no cost
<input checked="" type="checkbox"/> 30 Day demand letter Demand letter to bring account current within 30 days	30-45 day delinquent	no cost
<input checked="" type="checkbox"/> 10 Day demand letter Intent to report to the credit bureau	50-60 day delinquent	no cost
<input checked="" type="checkbox"/> 10 Day demand letter Notification to owner of credit bureau reporting & Intent to File Lien	61-99 days delinquent	\$ 45.00
<input type="checkbox"/> Title Search to verify legal ownership of property	100-120 days delinquent	\$110.00
<input type="checkbox"/> Filing and recording lien against property	100-120 days delinquent	\$150.00
<input type="checkbox"/> 10 Day demand letter Notification of lien recording and intent to forward to attorney	121-149 day delinquent	no cost
<input type="checkbox"/> Forward to attorney for foreclosure proceedings	150 days delinquent	\$ varies, at cost of attorney
<input type="checkbox"/> File suit in small claims court	150 days delinquent if performed before foreclosure (outstanding balance must be less than \$5,000)	\$ varies, at cost of attorney

I would like to refuse all optional services.

By signing below Leisha Ehler, as an authorize agent for Anara Condominium Community, Inc., accepts the above selected options be performed by Alliance Association Management on behalf of the association named above.

[Signature]
Association Agent

3-24-10
Date Signed

[Signature]
Alliance Representative

3/26/10
Date Signed