

**WILDVIEW RIDGE HOMEOWNER'S ASSOCIATION
MANAGEMENT AGREEMENT**

THIS AGREEMENT, made this 12th day of October 2000, by and between Wildview Ridge Homeowner's Association, hereinafter called "Association", and JCHiggins and Associates, upon the terms hereinafter set forth beginning on November 1, 2000.

APPOINTMENT

The Association hereby appoints JCHiggins and Associates, and JCHiggins and Associates hereby accepts the appointment, on the terms and conditions hereinafter provided, as exclusive agent of the "Association". JCHiggins and Associates shall have the power, authority and duties to supervise the management and maintenance of the project known as Wildview Ridge and shall perform the duties and carry out the functions of the Association as provided and specified in the Declaration of Protective Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), a copy of which is hereto attached, marked as Exhibit "A" and by this reference is incorporated herein, as though the terms and provisions were set forth in full.

MANAGING AGENT'S DUTIES

JCHiggins and Associates shall render services and perform duties as Agent of the Association as follows:

General:

1. Recruit, hire, train and supervise all project personnel. *include developer*
2. Take competitive bids and submit to Board of Directors for decision.
3. Maintain businesslike relations with Owners, and shall respond in systematic fashion to request for services.
4. Maintain common areas in accordance with acceptable standards.
5. Negotiate and retain contracts and services, including utilities, trash/snow removal, fire equipment, common area equipment and other contract services as appropriate.
6. For any one item of repair or replacement, the expenses incurred shall not exceed the limits imposed in the Declaration; excepting however, that emergency repairs involving manifest danger to life and property, or immediately necessary for the preservation and safety of the project, or for the safety of the occupants, or required to avoid the suspension of any necessary service to the project may be made by JCHiggins and Associates, irrespective of the cost limitation imposed by this paragraph.
7. Notwithstanding the authority as to emergency repairs, it is understood and agreed that JCHiggins and Associates will, if at all possible, confer immediately with the Board of Directors regarding every such expenditure. Even in the case of an emergency, JCHiggins

and Associates shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of \$300.00 or any liability maturing more than one year from the creation thereof, without first obtaining approval of the Association or by resolution of the Board of Directors of the Association.

8. Assist the Board of Directors with Covenants enforcement as instructed.

Fiscal and Accounting Services for the project will include, but not be limited to, the following:

1. Preparation of an Annual Budget at least 60 days prior to the end of the fiscal accounting year, which may serve as a basis for annual maintenance fees for the ensuing year.
2. Monthly preparation and distributing of Statement of Cash Receipts and Disbursements statement sent to the Board of Directors.
3. Preparation and posting of individual homeowner assessments.
4. Distribution of Annual Financial Reports to all owners.
5. Collect assessments as provided in the Declaration and follow up on all delinquencies to effectuate collection of all amounts owed.
6. Preparation and mailing of delinquency notice.
7. Preparation of correspondence and reports as regards finances relative to requests by the Board of Directors and Owners.
8. Assist in performance of audits in cooperation with auditors appointed by the Association.
9. Timely preparation and submission of reports and forms to governmental agencies.

JCHiggins and Associates will assist the Association in matters relating to protection of the property against risks, as follows:

1. Recommend insurance coverages as are required to protect the property.
2. Prepare insurance specifications for bid proposals, and secure bids under direction of the Board of Directors.
3. With the approval of the Board of Directors, place appropriate insurance coverages as specified in the Declaration.
4. Assist in processing insurance claims against the property.

Meetings – Board of Directors, Annual Meetings of the Homeowner's Association and Special Meetings:

1. JCHiggins and Associates shall prepare and mail notices, proxies, ballots, agendas, etc. in accordance with the requirements and provisions of the Association By-Laws.
2. JCHiggins and Associates shall be custodian of the official records of the Association. If requested, JCHiggins and Associates shall record the minutes of any Association meetings, at an additional cost to the Association.
3. JCHiggins and Associates shall prepare special reports in accordance with requests by the Board of Directors, at a charge to be mutually agreed upon.
4. JCHiggins and Associates shall facilitate and attend the Annual Homeowners' Meeting and Eleven (11) Board of Director meetings. Other homeowner, or Board of Director meetings shall be attended by JCHiggins and Associates at an additional cost to the Association.

Records and Correspondence

1. JCHiggins and Associates shall maintain all financial records of the Association and its members.
2. JCHiggins and Associates shall maintain complete files for all major repairs and expenditures made to any common areas.
3. JCHiggins and Associates shall maintain complete files for all correspondence.
4. Special mailings of newsletters shall be prepared, duplicated and mailed at the expense of the Association.
5. JCHiggins and Associates shall maintain current owners' list as provided by supporting information.
6. JCHiggins and Associates shall regularly mail to the Declarant, Monthly Balance Sheets and Operating Statements.
7. JCHiggins and Associates shall research and maintain all data pertaining to new and transfers of ownerships, including transfers of voting rights.
8. All requests for duplication of copies of project documents, correspondence, reports, etc., shall be at a standard charge to the Association.

UNDISCLOSED FEES

JCHiggins and Associates agrees not to collect for Agent's own account or benefit any undisclosed fees, rebates or discounts. Any such fees, rebates or discounts shall be credited to the Association.

BANK ACCOUNT

JCHiggins and Associates shall maintain a separate bank account in Frontier Bank, a bank whose deposits are insured by the Federal Deposit Insurance Corporation, in a manner to indicate the custodial nature thereof, for the deposit of the moneys of the Association and for other normal financial transactions.

TERMS

The term of this Agreement shall be from the date of the execution thereof for a minimum term of one (1) year. Thereafter this Agreement may be terminated by the Association upon thirty (30) days written notice. Also, after the initial term, this Agreement may be cancelled by JCHiggins and Associates upon thirty (30) days written notice given to the Association.

All records, documents, receipts, invoices and statements will be delivered to the Association upon termination.

AGENT'S FEE

JCHiggins and Associates shall be entitled to receive, for services performed under this Agreement, fees as follows:

Initial SetUp Fee of \$300.00

Monthly Fixed Management Fee:

Extra Board or Homeowner meeting fee of \$60.00 per hour.

Minute preparations fee of \$20.00 per hour.

Transfer Fee of \$20.00 charged to Seller.

NSF/Returned check fee of \$40.00 charged to maker.

Supplies, postage, photocopying, etc., at cost plus 20% markup.

Compensation as hereinabove provided is to be net to JCHiggins and Associates over and above operating expenses of the Association.

AGREEMENT TO BE CHANGED IN WRITING ONLY

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

JCHiggins and Associates shall be responsible for any willful misconduct or negligence but shall not be held responsible for any matters relating to error of judgement, or for any mistakes of fact of law, or for anything which it may do or refrain from doing, which does not include any willful misconduct or negligence.

NOTICE

Any notice by either party to the other shall be in writing and shall be given, and shall be deemed to have been duly given, if either delivered personally to a party, or mailed in a registered or certified postpaid envelope addressed to the party to whom notice is to be given.

SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and constitute a binding obligation upon the Association and JCHiggins and Associates, and their respective heirs, administrators, successors or assigns.

Date: October 12, 2000

Wildview Ridge Homeowner's Association. Tax I.D. 91-1857924

By: Bruce Kline its President

JCHiggins and Associates. Tax I.D. 91-1313618.

By: [Signature] its President