

TREASURE OF THE HILLS SENIOR CENTER

408 Ridgewood Drive, Cedar Park, Texas 78613 Phone: 512/331-6000

SEP - 7 2006



August 30, 2006

Mrs. Janey Miller
8506 Tad Park Cove
Round Rock, Texas 78681

RE: Fern Bluff Municipal Utility District
Restrictive Covenant Inspection Services Agreement

Dear Mrs. Miller:

Enclosed for your review is the proposed Restrictive Covenant Inspection Services Agreement between Fern Bluff Municipal Utility District and Treasure Of The Hills Senior Citizens' Community Center, Inc..

Once again please allow me to thank you and your group for bringing back our organization to provide services. At your earliest convenience, please feel free to contact me or Pat Franzen to discuss any changes with this agreement.

Sincerely,

Frank Burke
President
Treasure of the Hills Senior Center

Cc: Pat Franzen, Deed Restrictions Chairman
Phil Haag, Winstead, Seachrest & Minick

br

c:/fern bluff deed restrictions

Every Senior is a Treasure at Treasure of the Hills Senior Center

Restrictive Covenant Inspection Services Agreement

THE STATE OF TEXAS)

WILLIAMSON COUNTY)

This Restrictive Covenant Inspection Services Agreement is made and entered into this _____ day of _____, 2006, by and between **Fern Bluff Municipal Utility District** (Association) and **Treasure of the Hills Senior Citizen's Community Center, Inc.**, (Contractor), a Texas corporation, as follows:

Purpose: to state the terms under which the Contractor will provide restrictive covenant inspection services to the Association in the area of Fern Bluff subdivision, Round Rock, Texas.

SERVICES: Contractor shall provide these services:

1. Inspect (from the street) Fern Bluff residences (yards, houses, driveways, streets) for violations of restrictive covenants as described by the Fern Bluff Municipal Utility District Declaration of Covenants, Conditions and Restrictions twice monthly. If a violator does not correct the violation after receiving letters for two months, the violator's name and address will be provided to the Attorneys representing the Fern Bluff Municipal Utility District.
2. Monthly Report: The inspection report shall be delivered by the first day of each month and shall include the property addresses/names of those receiving letters, dates of inspections and mailings, copies of the letters sent to violators, remarks of explanation (second offense, type of violation, etc.). An Activity Report showing the number of complaints received and acknowledged, dates of patrols, number of corrections made by the violators and those sent to the attorney's for further action. These will be sent to the Fern Bluff Municipal Utility District Attorney's Office.
3. Written complaints and inquiries should be directed to "**Restrictive Covenant Inspections, 408 Ridgewood, Cedar Park, Texas 78613**". A telephone number for messages is (512)219-1489. Questions regarding Fern Bluff's policy should be directed to the Association's Board, in care of

(Name) _____

RESTRICTIVE COVENANT INSPECTION SERVICES AGREEMENT(Cont.)

4. **Compensation :** The Contractor shall charge a fee of \$800.00 plus 1/2 (one /half) the monthly cost of the phone (512-219-1489) bill. And invoice ECO Systems monthly. If the invoice is in order ECO Systems will pay the Contractor by mailing a check within (10) days of the first regular monthly Board Meeting occurring after receipt of the Invoice.

Insurance: The Contractor shall verify that each person conducting inspections under this agreement shall provide his or her own automobile/liability insurance.

Court Appearances: If it becomes necessary, the Contractor will provide depositions and/or will appear as a witness as required without charge to the Association.

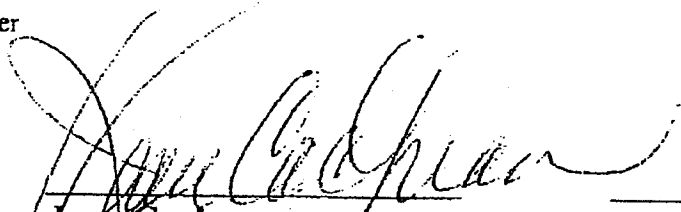
Indemnification: The Contractor shall not be held liable for any legal action arising from the performance of these services.

Term: The initial term of this Agreement shall commence on the first day of October, 2006 and continue until the First (1) day of October, 2007 . The agreement shall continue on month-to-month basis after the initial term until one party gives a one month, written termination notice to the other.



Frank Burke
President
Board Of Directors
Treasurer Of The Hills Senior Center
408 Ridgewood
Cedar Park, Texas 78613

8/30/06
Date



Jean Cochran
President
Fern Bluff Municipal Utility District

Date