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MANAGEMENT AGREEMENT

This Agreement is made by and between Deer River, Inc., a Texas Corporation ("Company"), as developer of Deer River Subdivision, and Rinco of Texas, Inc., a Texas Corporation ("Rinco").

RECITALS

WHEREAS, Deer River Subdivision, consisting of 348 lots, more or less, is a subdivision located in Comal County, Texas ("Subdivision"); and,

WHEREAS, the Subdivision is encumbered with restrictions which are enforced by the Company on behalf of the residents; and,

WHEREAS, the Company desires to contract with RINCO to provide services, including but not limited to preparing resale certificates, keeping record of property transfers and managing money for the Company as it relates to the Subdivision; and,

WHEREAS, RINCO is agreeable to performing such functions in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the parties do hereby agree as follows:

TERM

This commencement date of this Agreement shall be on the 1st day of January, 2012 and shall terminate on January 1, 2013. This agreement shall automatically renew for successive one year periods, unless terminated as set forth herein. Either party may terminate this agreement upon thirty days written notice to the other party. All records maintained by Rinco on behalf of the Company shall be transferred as directed by an officer of the Company.

SERVICES PROVIDED BY RINCO

Rinco, on behalf of Company, shall provide the following services:

1. Assist with communications requested by the Company.
2. Prepare resale certificates upon request from owners in the Subdivision or title companies closing the sale of properties within the subdivision.
3. Maintain records showing the ownership of each lot and the contact number for owners of each lot in the Subdivision.
4. Collect all assessments and other monies that are due to the Company with respect to the property owned by the owners of the lots in the Subdivision.

5. Maintain records of all income and expenses relating to the Subdivision.
6. Hire, pay, negotiate contracts, supervise and discharge whatever personnel may be required to maintain and operate the common areas within the Subdivision.

COMPENSATION

Rinco shall receive and is hereby authorized to charge \$150.00 for the preparation of each resale certificate provided to a lot owner or title company. For all other services, Rinco shall receive a monthly payment, due on the first day of each month, of \$50.00 per month plus out of pocket expenses.

INDEMNIFICATION

Rinco shall not be liable for any loss or damage not caused by its own negligence or its breach of this Agreement. The Company will indemnify Rinco against and hold it harmless from (a) any liability, damage, costs or expenses, including but not limited to attorney fees and court costs, sustained or incurred from any injury to any person or property caused by or arising from the condition of the property in the Subdivision and (b) any liability, damages, penalties, costs and expenses, statutory or otherwise, including attorney fees, resulting from any such acts performed by Rinco pursuant to the written instructions of the Company.

MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties thereto and no prior or contemporaneous oral representation or prior written representations made by either party shall be binding.

This Agreement may be modified only in writing, signed by both parties.

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 by US Mail to the party to whom notice is to be given as follows:

RINCO: Rinco of Texas, Inc.
9061 RR 32
Fischer, TX 78623

COMPANY: Deer River, Inc.
P. O. Box 1820
Canyon Lake, TX 78133

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

Executed on the Date set forth below to be Effective on January 1, 2012.

COMPANY:

Deer River, Inc.



Title: Lee R. Roper, President

RINCO:

RINCO OF TEXAS, INC.

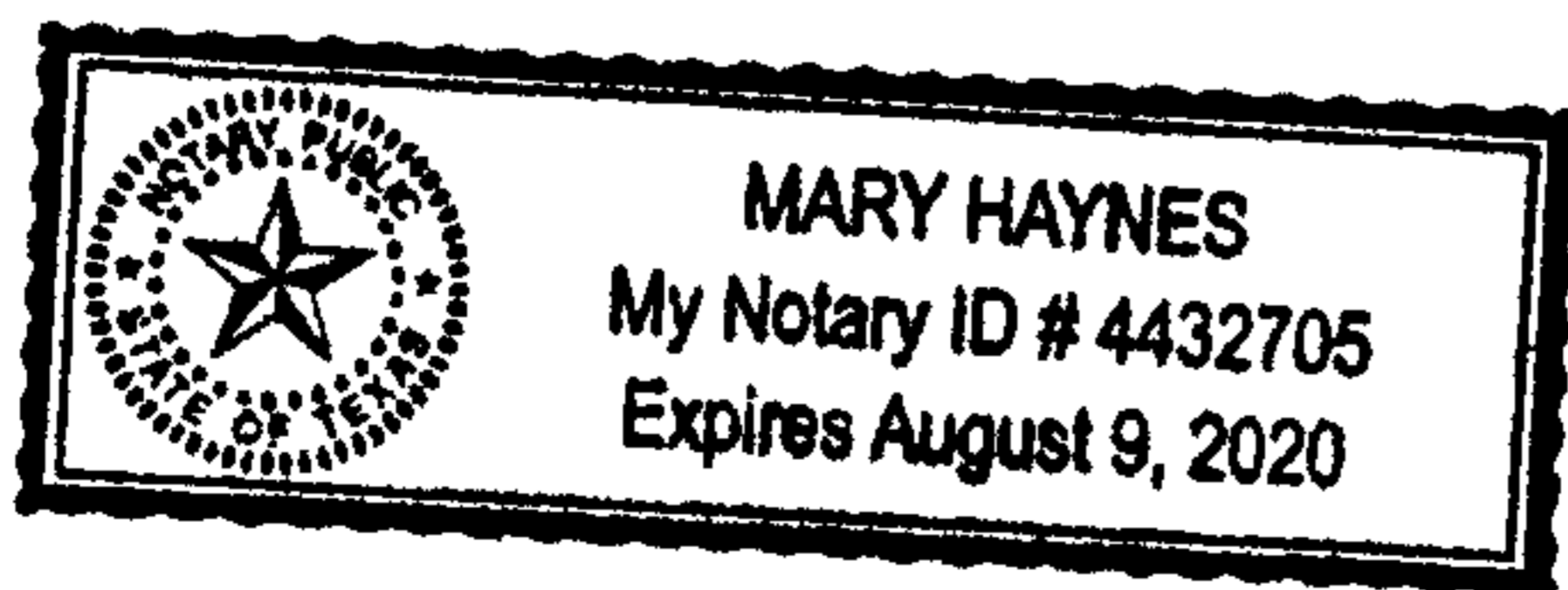
By: 


Title: Joe H. Tays, CFO

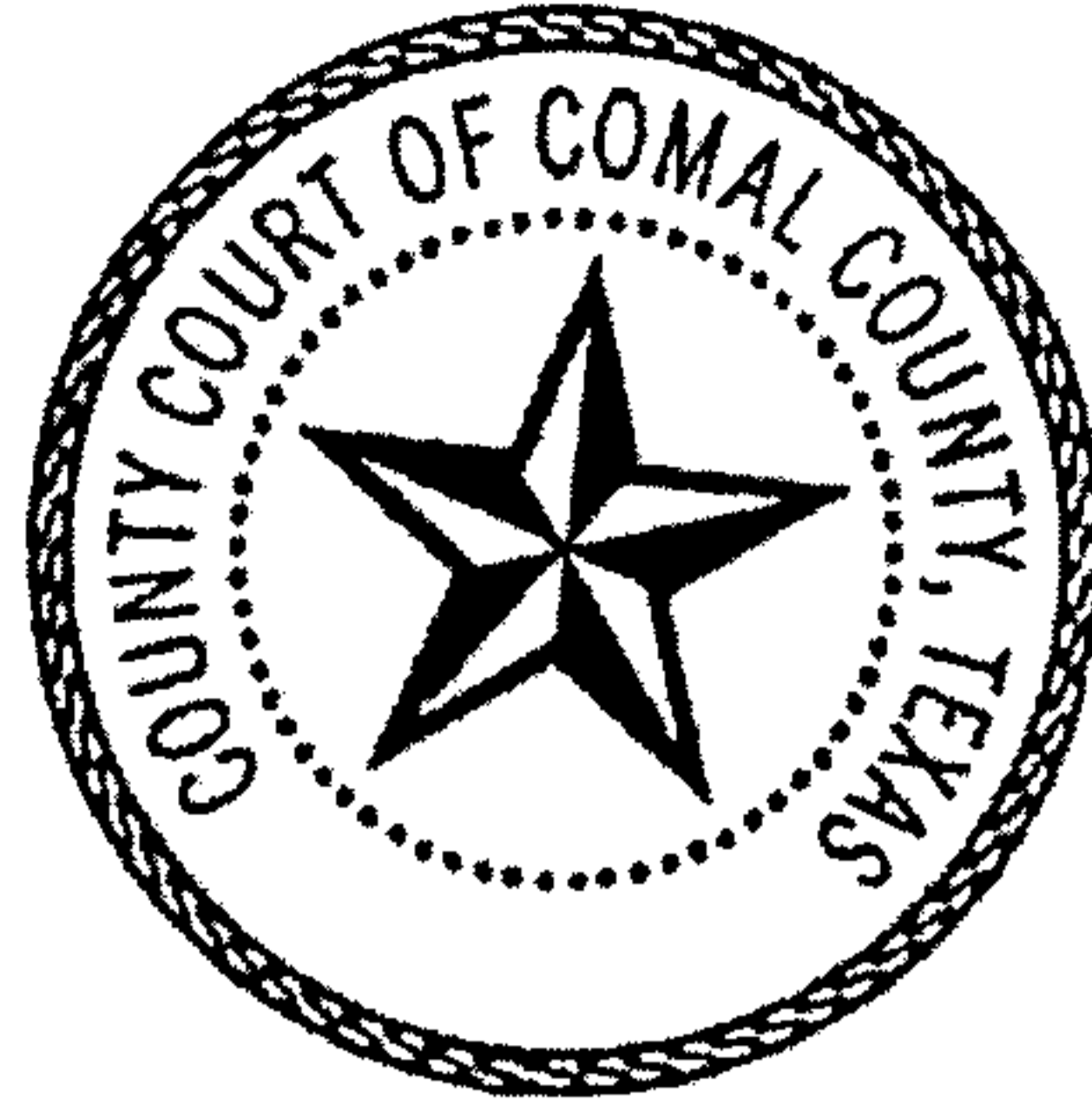
This document was made effective January 1, 2012
The Notary's acknowledgment is dated February 15, 2017

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged on this 15th day of February, 2017 by Lee R. Roper, President of Deer River, Inc., and Joe H. Tays, CFO of Rinco of Texas, Inc., a Texas corporation on behalf of said corporations.




NOTARY PUBLIC, STATE OF TEXAS
Notary's Printed name &
Commission expiration date



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/16/2017 11:14:56 AM
TERRI 4 Page(s)
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Bobbie Koepf