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Admitted to practice in:
Utah

October 2, 2014

Silver Springs Single Family Homeowners Association, Inc.

c/o Property Management Associates, Inc.

ATTN: Kate Khaleel

1821 Sidewinder Dr. #4

P.O. Box 680876

Park City, UT 84068

Re: (Prospective) Representation Agreement; Proposal for Association Legal Matters

Dear Board of Trustees,

Thank you for giving Vial Fotheringham LLP the opportunity to bid on prospective legal projects for the Association. No other law firm in Utah has as much experience in the community association industry than Vial Fotheringham LLP. This letter sets forth the terms of our representation and serves as a representation agreement should we be selected.

As with any successful relationship, effective legal representation requires absolute trust and candor between attorney and client. Accordingly, we will make every effort to keep you informed of the progress of our work on this matter, and will send you copies of all pertinent documents and correspondence, whether prepared by us or received from other sources. In return, we ask that you respond promptly and completely to our requests for pertinent documents and other information which we believe might be relevant. Please note that all communications between us pertaining to the subject of our representation are confidential attorney-client communications, and will be used by us solely for the purpose of pursuing your interests.

I currently bill at \$245 per hour. Others who may assist me bill as follows: associate attorneys \$150 to \$200 per hour; paralegals \$65 to \$105 per hour; and law clerks \$70 to \$110 per hour. I always strive to keep costs down for my clients so I will utilize paralegals and law clerks to handle certain tasks under my supervision. The services for which we would anticipate charging under an hourly arrangement will include: consultations and telephone calls with a client; consultations and telephone calls with witnesses, other lawyers, or any other person associated with the client's case; legal research; drafting and preparation of legal documents; drafting and preparation of letters; depositions; trial preparations; travel time; investigation; court appearances; and all other necessary services.

Northwest HOA Law Center, 17355 SW Boones Ferry Rd. Suite A, Lake Oswego, OR 97035 503.684.4111

Intermountain West HOA Law Center, 602 East 300 South, Salt Lake City, UT 84102 801.355.9594

Northwest HOA Law Center, Boise 12828 LaSalle St., Suite 101 Boise, ID 83713 208.629.4567

Southwest HOA Law Center, 2333 W University Dr. #C103 Tempe, AZ 85281 480.448.1331

Website: www.vf-law.com

Some services may be handled on a fixed fee basis when agreed upon in advance. Document review and drafting work are good examples.

The following is a list of the items on which you seek a specific proposal (my comments are underlined):

1. Full review of all current governing documents - \$800
2. Onsite tour of the property and meeting with Board and Management. – No cost up to 1 hour; hourly thereafter.
 - a. Additional information regarding the Underdrain System will be supplied and it is understood that this portion of the process may be an additional charge. We can revisit the fees on the underdrain system once I have an idea as to the exact work that will be required. It's possible that this could be a fixed fee project once I have the details. I'm not sure at this point if this means the Board is seeking an opinion letter, exploring potential litigation, needs an agreement drafted, is looking for help communicating with lot owners, etc.
3. Draft versions of Declarations, Bylaws, Articles of Incorporation, and Rules and Regulations - \$5,400, includes all drafting work on these documents
4. Review and revision sessions with Board – Hourly
5. Delivery of final drafts – Included with #3 above
6. Meeting attendance to review documents with Owners – Hourly
7. Pathway to adoption of documents - \$250 for the preparation of a written ballot; not to exceed \$600 for the preparation of a cover letter if the Board deems it necessary (it may not be if we are having owner meetings)
8. Final recording of documents – No charge on our end as my reformatting of the documents for recording purposes is covered in #3 above; however, the Association is responsible to reimburse Vial Fotheringham LLP for any recording fees paid to the County Recorder. The Recorder's office currently charges as follows: \$10 for the first page, \$2 for every page thereafter, and \$1 per lot being recorded (after receiving 1 lot for free).

When we have completed all the legal work for the Association, we will close our file, storing it either in hard copy or electronically and return original documents to you. We may delete files if after ten years there has been no activity on your file.

You may terminate our representation at any time. In the event that our representation terminates, you may obtain all or any portion of the files created and maintained in connection with our representation (except our internal work papers) upon payment of all accrued fees and costs, and the costs of reproducing the files requested. As you would expect, we have a corresponding right to terminate representation in the event that you fail to comply with the terms of this agreement, fail to timely pay our monthly statements, or if we determine that our continued representation would be unethical or impractical.

October 2, 2014

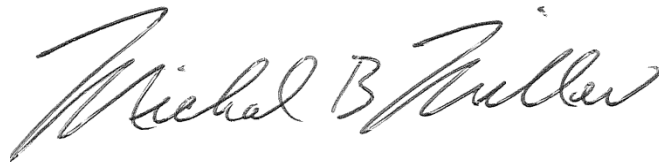
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Please review this letter carefully. If you ultimately select Vial Fotheringham LLP and find that this letter accurately states your understanding of our attorney-client relationship and fee agreement, please sign it and return a copy to me.

We sincerely thank you for inquiring into our legal services. We look forward to having the opportunity to work with you. I have enclosed a brochure discussing more about our firm and its services and a helpful governing document hierarchy handout. Thank you.

Very truly yours,

VIAL FOTHERINGHAM LLP



Michael B. Miller

Enclosures

READ, UNDERSTOOD AND AGREED:

By: _____
Authorized Representative Date

Printed name and position