



## **Filing Receipt**

**Filed Date - 2025-06-11 02:20:09 PM**

**Control Number - 57435**

**Item Number - 734**

# **CY 2025 Registration of Submetered or Allocated Utility Service**

**Registration Number: Not Entered**

## **Property Owner**

Tuscany Condominiums  
1202 Richardson Drive  
Richardson, TX 75080  
(214) 378-1112  
kpitman@properhoamanage.com

## **Property Manager**

Proper HOA Management  
1202 Richardson Drive  
Richardson, TX 75080  
(214) 378-1112  
kpitman@properhoamanage.com

## **Property Where Utility Service Is Provided**

Tuscany Condominiums  
5928 Sandhurst Lane  
Dallas, , TX 75206  
(214) 378-1112  
kpitman@properhoamanage.com

**Property Type:** Condominium

## **Information on Utility Service**

**Tenants are billed for?** Both Water and Wastewater  
**Submetered or Allocated?** Allocated  
**Name of utility providing service:** City of Dallas

## **Changing from Submetered to Allocated**

This section is not applicable.

### **Method Used to Allocate Utility Charges**

The following methods are used:

- As outlined in the condominium contract

### **Method Used to Offset Charges for Common Areas**

The following methods were checked:

- Installed irrigation system that is/are separately metered or submetered.

### **Required Documents Uploaded**

The following documents were required:

- The condominium contract.
- The condominium affidavit.

The following documents were uploaded:

- Tuscany Condominiums Proper Mgmt Agmt Signed.pdf
- Ownership Allocation.pdf

### **Filing Party**

This registration was filed by the Property Manager.



PROPER  
HOA MANAGEMENT

## **MANAGEMENT AGREEMENT**

This Management Agreement ("Agreement"), is by and between the entity/persons indicated on the signature page hereto and executing this Agreement as the "Association", and Proper HOA Management, LLC., a Texas corporation (the "Manager"). NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

This MANAGEMENT AGREEMENT ("Agreement") is entered into as of 1<sup>st</sup> day of March 2023, by and between Tuscany Condominium Association, Inc., (the " Association") and PROPER HOA MANAGEMENT, LLC.

### **WITNESSETH:**

- A. The Association is the property owners association created by and defined in the Declaration and Master Deed for ASSOCIATION NAME, a 99 Condominium development in the City of Dallas, County of Dallas, Texas (the "Project").
- B. The Association, through its authorized agent, the Board of Directors ("the Board") desires to engage Manager to operate and manage the Association and the Project, being the Real Property as legally described in the aforementioned documentation, as manager, and Manager desires to accept such engagement, all subject to the following terms and conditions set forth herein.
- C. APPOINTMENT: The Association hereby appoints the Managing Agent, and the Managing Agent hereby accepts the appointment on the terms and considerations hereinafter provided as exclusive Managing Agent of the Association. The relationship between the Association and the Managing Agent is one of principal and agent. The Managing Agent will deliver services as set forth within this Agreement under the supervision and director of the Board of Directors.

## **ARTICLE I**

### **PROPERTY MANAGEMENT SERVICES**

- 1.1 Manager. The Board hereby designates Manager as management for the Project. Manager shall furnish the services of its organization to assert its best efforts and exercise to the appropriate degree of professional skill in managing the Project in order to provide the sufficient number of qualified employees to enable it at all times to properly perform the

management services required under this Agreement. Manager shall enforce the Declaration and Master Deed for the Association, a Single Family Community, the By-Laws of the Association and the Rules and Regulations of the Association, all recorded in the Real Property Records of Denton, Texas (hereinafter sometimes referred to collectively as the "Project Documents"), of which true and correct copies are attached hereto as Exhibit "A" to this Agreement, and shall otherwise maximize the financial status of the Association and the physical status of the Project applying proper management techniques.

1.2 Management Personnel. Manager shall hire, pay and supervise, as employees of Manager, all persons which it deems necessary for the proper maintenance and operation of the Project. However, Manager shall nevertheless do so only pursuant to the Budget as hereinafter defined. Such personnel shall be deemed employees of Manager, and the Association and the Board shall have no right to supervise or direct such employees. All reasonable costs of personnel employed by Manager hereunder shall be deemed to be expenses of Manager and, only to the extent provided for in the Budget, the amounts expended by Manager for such items shall be reimbursed by the Association hereunder.

1.3 Project Maintenance. Manager shall cause the Project to be maintained appropriately at all times. Any item of work involving any expenditure in excess of \$1,000.00, not previously accounted for in the operating budget, shall be made only with the prior approval of the Board, but emergency repairs immediately necessary for the preservation or safety of the Project or for the safety of the occupants or other persons which are required to avoid suspension of any necessary service in the Project or to avoid exposure to criminal liability may be made by Manager without the prior written approval of the Board; provided, however, Manager shall notify the Association and the Board within 24 hours of any emergency repairs made by Manager pursuant to this Section and of the causes or condition which necessitated the making of such emergency repairs.

1.4 Compliance with Applicable Law. Manager shall use its best efforts to assure that the Project and its operation comply with all applicable laws, orders and regulations of Federal, State and local authorities, subject to the same limitation on expenditures contained in Paragraph 1.3 hereof. Each party shall notify the other in writing of any demand, order or proceeding by any authority affecting the Project or its operation within three (3) days after receipt of notice thereof. So long as failure to comply promptly therewith does not expose Manager to criminal liability, the Association may stay Manager's remedial action by promptly instituting legal process contesting any such demand, order or proceedings. Manager is authorized to prepare and execute all applications, forms and reports required at any time by any authority, copies of which shall be promptly sent to the Association. If the Board does not object to such within thirty (30) days after receipt thereof, then the Association shall be deemed to have consented to the same and Manager shall be

permitted to file such applications, forms and reports with the proper authority. Manager may enter appearances in any legal proceeding on its own behalf at its own expense and cost at any time, however, if on behalf of the Association or the Board, only upon express written authorization thereof by the Association or the Board.

- 1.5 Purchasing Authority. Pursuant to and in accordance with the Budget, Manager(i) shall enter into or renew contracts for electricity, water, cleaning, pest control, garbage removal and other services in the ordinary course of business and (ii) shall purchase all supplies and equipment with Manager shall deem necessary to maintain and operate the Project. In entering into any contracts herein contemplated, Manager agrees that the provisions thereof, as to prices, duration and other terms and conditions, shall be at least as favorable to the Association as similar contracts Manager has in connection with those properties which Manager manages or owns in the geographical area in which the Project is located. Furthermore, each such contract shall provide that it can be terminated upon thirty (30) days written notice by Manager or upon thirty (30) days written notice by the Association or the Board, without any liability therefor against the Association or the Project. If Manager desires to select itself or any entity in which it has financial interest to do any such work, then it shall first notify the Association and the Board of the terms upon which it or such entity proposes to contract for the work, and the terms upon which independent contractors have offered to perform such work, and shall state the reasons for preferring itself or such entity over independent contractors. The Association shall then have twenty (20) days to disapprove the Manager or such entity and to request performance by an independent contractor.
- 1.6 Collection of Dues. Manager shall use its best efforts to collect, and enforce the collection of, all monthly dues and other charges due to the Association in accordance with the terms of the *Project Documents*. With the prior written approval of the Board, Manager shall have the right (i) to institute legal proceedings for the collection of such dues and charges and (ii) to engage attorneys acceptable to the Association for any such matter at reasonable legal fees.
- 1.7 Inspections. Manager shall physically inspect the Project at least once per month.. Manager shall meet with the Board once each quarter, if requested by Board, to discuss financial and physical status of the Association, or any matters related to the Association.
- 1.8 Annual Meetings. Manager will assist the Board to organize and hold the annual meeting of the members of the Association. Manager shall assist in the preparation, collection, and tabulation of proxy forms related to the annual meeting.

1.9 Taxes. Real estate and other ad valorem property taxes relating specifically to individual units are the obligations of the individual members of the Association. Manager shall have no involvement in the real estate ad valorem taxes relating specifically to individual units. In the event real estate or ad valorem property taxes are assessed against property owned by the Association and not related to a specific individual unit, Manager shall be responsible for promptly providing written notification of such liability to the Board and, if authorized by the Board, using Association funds to pay such tax liability.

## ARTICLE II

### FINANCIAL MANAGEMENT SERVICES

#### 2.1 Records and Reports.

(a) Budget. By December 1 of each calendar year, Manager shall have prepared and delivered to the Association for the Board's approval and revision a written draft of an operating and capital expenditure budget ("Budget") for the Project setting forth in reasonable detail the estimated income, cash on hand, operating expenses and capital expenditures of the Project, on a monthly basis, for the next calendar year, including but not limited to insurance premiums, employees' salaries and Manager's compensation. By December 1 of each calendar year, Manager and the Board shall agree on the Budget for the next calendar year. Should the Board and Manager fail to agree on a Budget, then the Budget in the form acceptable to the Board and approved in writing, shall be deemed the Budget for the next calendar year. Manager shall operate the Project in accordance with the Budget. Notwithstanding anything to the contrary contained in the Agreement other than the provisions of Section 1.3 relating to emergency repairs, Manager shall not incur any expense, liability or obligation and shall not expend any sum of money on behalf of the Association in performing its obligations hereunder which would result in either (i) the amount of authorized expenditures in any category of the Budget being exceeded by more than ten percent (10%) or (ii) the total amount of Budget being exceeded by more than five percent (5%), unless any such expense, liability, obligation or expenditure is approved in writing in advance by the Board. Within thirty (30) days after the date of this Agreement, Manager shall have prepared and delivered to the Association, for the Board's approval and revision, a Budget for the operation of the Project from this date hereof through December 31 of the year in which this Agreement goes into effect. Within thirty (30) days after the date of the proposed Budget is delivered to the Association, Manager and the Association shall agree on the Budget or the operation of the Project for such period of time. Should the Board and Manager fail to agree on a Budget, then the Budget in the form acceptable to the Board and approved in writing, shall be deemed the Budget for the next calendar year.



(b) Accounting Records. Manager shall maintain accurate books and records of all funds received and disbursed in connection with its management of the Project and said records shall be open for inspection and audit by the Association or the Board at all reasonable times. Such books and records shall be prepared and kept on an accrual basis and in accordance with generally accepted accounting principles consistently applied. Manager shall preserve all such books and records for at least three (3) years after the close of the calendar year to which they relate. Manager shall transfer such books and records that it no longer wishes to keep after the expiration of three (3) years to the Association.

(c) Monthly Reports. On or before the 30<sup>th</sup> day of each month, Manager shall render to the Association and the Board for the preceding calendar month the following written documents: Operating statement (with comparison to the budget for the month and year-to-date), bank reconciliation, a detailed list of delinquent dues and, if applicable, utility use charges. Manager shall retain in its permanent record copies of the following:

- (i) All bank statements and reconciliations or the bank statements;
- (ii) Detailed cash receipts and disbursements records; and
- (iii) Detailed general ledger.

(d) Annual Report. In addition to the written monthly reports required in Paragraph 2.1 (c) hereof, within forty-five (45) days after the end of each calendar year, Manager shall deliver to the Association and the Board a written profit and loss statement showing the results of the operation for that year and a balance sheet for the Property as of the end of that year, both prepared in accordance with generally accepted accounting principles consistently applied.

(e) Tax Returns. Manager shall cause to have prepared, at the expense of the Association, franchise and income tax returns, and any other tax returns required by law. Manager shall budget for the expense of such tax returns.

## 2.2 Bank Accounts.

(a) Operating Account. Manager shall deposit all receipts in any operating account in the name of the Association. The account shall be maintained at a federally insured depository institution. All operating expenses shall be paid from this account. Manager shall disburse funds from this account only in accordance with the Budget of Section 1.3 hereof.

(b) Money Market Account. At the end of each month, Manager shall deposit all excess funds, if any, from the operating account into a savings account in the name of the Association. The account shall be maintained at a federally insured depository institution. The purpose of this account is to set aside funds for capital repairs and improvements, in accordance with the long-term budget of the Association.

2.3 Audit. The Association and the Board shall have the right to conduct examinations and make abstracts or copies of the books and records maintained by the Manager for the Association and or the Board without prior notice to the Manager. The Association and the Board shall also have the right to perform any and all additional audit tests relating to Manager's activities concerning the Project either at the Project or at the office of the Manager, provided such audit tests are related to those activities performed by Manager for the Association. Should the Association or the Board discover defects in the internal bookkeeping control or errors in record keeping, Manager shall immediately correct such discrepancies and shall reimburse the Association for all costs and expenses incurred by the Association as a result of and in discovering such defects and errors. Manager shall inform the Association and the Board in writing of the action taken to correct such defects and errors.

## **ARTICLE III**

### **MANAGER'S COMPENSATION**

3.1 Expense Reimbursement. The Association shall reimburse Manager for all direct expenses of Managing the Project which are set out in the Budget or are otherwise approved by the Association. Such expenses shall not include any amount of Manager's overhead, any allocation for officers, directors or employees of Manager which are not exclusively dedicated to management of the Project or any payments to third party vendors, without property documentation, which exception to contracted management fee as indicated in item 3.2 herein.

3.2 Management Fee. The Association shall pay manager a monthly management fee of \$2,970 per month. The payment of such management fee shall be due and payable on the first day of each month that this Agreement is in force.

3.3 Set Up Fee. The Association shall pay Manager an initial set-up fee of \$0.00(waived). This fee is a one-time payment for the purpose of defraying costs associated with a) procuring, organizing and reviewing corporate records; b) reconciling owners accounts; c) organizing and filing or storing corporate records at managing office or offsite location as necessary; d) setting up vendors history and records, including confirmation of contract, insurance and W-9

completion; e) Sending introduction letters to owners; f) organizing owners data and AR status in management software program.

3.4 Project Management. Projects capital in nature are outside the scope of the daily responsibility of the managers duty and are subject to additional fees for conclusion. This pertains to oversight of insurance claims restoration, capital improvements and restorations of current structures in excess of \$10,000. The project management fee for oversight and administrative management is 10% of the value of the approved contract and is due upon satisfactory conclusion of the project as originally specified.

3.5 Transfer Fees. Transfer and resale fees are charged for unit resales. They are charged to the individual units being resold, at the time of order. The Association is not responsible for the transfer fees.

## **ARTICLE IV**

### **Term and Default**

4.1 Term. This Agreement shall commence as of the date of first stated above, and shall continue, unless sooner termination according to the terms hereof, on a month to month basis. Notice of termination must be given by the Board via certified first class notice delivered via USPS or other delivery service. Notwithstanding the foregoing, this Agreement shall terminate on the date on which either party terminates this Agreement by giving the other party at least 60 days prior written notice thereof.

4.2 Effect of Termination. Termination of this Agreement under any of the foregoing provisions shall not release either party from liability for failure to perform hereunder as relating to the period prior to such termination. Upon such termination:

(a) Manager's rights to utilize the Association's funds in the Operating Account pursuant to Paragraph 2.2 shall immediately cease, but the Association agrees to pay Manager all amounts then owed by the Association to Manager under this Agreement;

(b) Manager shall deliver to the Association as received any monies due to the Association under this Agreement but received after such termination;

(c) Manager shall deliver to the Board all materials and supplies, originals of books and records, keys, contracts and documents, and such other accounting, papers and records pertaining to this Agreement or the Project as the Board shall reasonably request, including without limitation, all of the materials, books, records and other information which Manager

has in order to generate any of the reports or other information Manager is to furnish the Association or the Board hereunder; and

(d) Manager shall assign such existing contracts relating to the operation and Maintenance of the Project as the Board shall require (which by their terms are Assignable). Within twenty (20) days after such termination, Manager shall deliver to the Board a report required by Section 2.1 (c) for any period not covered by such a report at the time of termination, and, within sixty (60) days after such termination, Manager shall deliver to the Board the profit and loss statement for the fiscal year or portion thereof ending on the date of termination and a balance sheet for the Project as of the date of termination.

## **ARTICLE V**

### **Miscellaneous**

5.1 Notices. Any notice to be given or to be given or to be served upon any party hereto must be in writing and may be given by certified or registered mail, but shall be deemed to have been given and received (i) three days after deposited, postage prepaid, in an official receptacle of the United States Postal Service, certified mail, return receipt requested, (ii) one day after sent by Federal Express or overnight mail, or (iii) upon actual delivery to the individual listed. Such Notices shall be given to the parties hereto at the following addresses:

If to the Association or the Board:

Association clubhouse address, via email to all current board members and to the reported home address on file for all board members via certified mail.

If to the Managing Agent:

Proper HOA Management, LLC

INSERT OFFICE ADDRESS

Either party shall have the right to change its address for notice hereunder to any other location or to add additional addresses for notice hereunder by giving of thirty (30) days written notice to the other party in the manner set forth hereinabove.

### 5.2 Indemnification.

(a) Manager agrees to exercise its best efforts to perform its obligations hereunder. However, Manager and its directors, officers and employees, when carrying out the provisions of the Agreement or the directions of the Association or the Board, shall not be liable to any other person for any act or omission or any agent or employee of Manager in the performance of this Agreement, and the Association hereby agrees to indemnify and hold harmless Manager

and its directors, officers and employees from and against any liability, loss, damage, cost or expense (including attorney's fees) by reason of any such act or omission, except that this indemnification provision shall not apply in the case of fraud, bad faith, willful misconduct or negligence, breach or warranty of Manager, or an act or failure to act constituting an intentional or negligent failure to comply with laws, regulations and orders of Federal, state or local authorities. Nothing contained herein in this Section shall be deemed to create any rights in any persons or entities not parties to this Agreement.

(b) The association shall indemnify, defend and hold manager harmless from and against any and all demands, claims, liabilities, causes of action, costs and expenses, including the "first dollar" of attorney's fees and court costs, sustained or incurred by or asserted against a manger by reason of its connection with the property or the association, or arising out of the association's breach of duties and obligations required by this agreement. In this regard it is recognized that Manager will be an "Additional Insured" on the general liability insurance and errors and omissions policies of the Association, and that the Association's insurance policy will provide coverage for both the Association and Manager.

(c) Manager shall indemnify and hold the Association, The Board, and all agents, officers, employees, directors and attorneys of the Association harmless from and against any and all claims, damages, losses and expenses (including without limitation attorney's fees) arising out of or resulting from the fraud of willful misconduct, and breach of warranty, on the part of Manager and its officers, agents and employees in the performance of Manager's duties until this Agreement.

### 5.3 Insurance.

(a) Manager, at the expense of the Association, shall cause to keep in effect property and liability insurance, fidelity coverage, and other insurance policies or bonds on the Project in accordance with the requirements of the Project Documents and as are customary for properties similar to the Project located in the same geographical area as the Project. Under all circumstances the property casualty insurance coverage shall be in an amount not less than full replacement cost. Additionally, the Association shall cause manager to be named as an additional insured in all such liability policies obtained by the Association pursuant to this Section.

(b) Manager's Insurance. Manager (at Manager's sole expense) will obtain and keep in force adequate insurance against liability for loss, damage, or injury to property or persons which might arise as a result of actions, or inactions by Manager or Manager's employees. Such insurance shall include, but shall not be limited to commercial general liability insurance, hired and non-hired automobile insurance, occupational accident insurance, and/or workers compensation insurance, casualty insurance on all furniture, fixture and equipment maintained by Manager on the Project. Manager's insurance coverage shall be in amounts not less than the

following:

Commercial General Liability:	Aggregate coverage of \$2,000,000. (\$ 1,000,000 per occurrence)
Non-Owned Auto Liability:	Aggregate coverage of \$1,000,000.
Casualty Insurance:	Sufficient to cover replacement cost of all Furniture, Fixtures, and Equipment maintained by Manager.

Upon written request, Manager shall provide the Board with copies of all applicable insurance policies or certificates, with evidence that such policies are valid and in force and with renewals of same prior to ten (10) days before expiration. Manager shall ensure and provide evidence that the Association is covered as an additional named insured in all liability, occupational accident and workers compensation insurance maintained by Manager. Manager must obtain written permission from the Board to waive any of the above requirements.

(c) Subcontractor's Insurance. Manager shall require that all subcontractors brought by Manager onto the Property have insurance coverage at the subcontractor's expense, in the following minimum amounts:

[a] Employer's Liability (in those states where it is required) - \$100,000 (minimum)

i. \$100,000 Bodily Injury - \$100,000 Property Damage or

ii. \$300,000 Combined Single Limit.

Manager must obtain written permission from the Board to waive any of the above requirements. The Manager shall obtain and keep on file a Certificate of Insurance for each subcontractor, which shows that any such subcontractor is so insured.

In the event of any loss, damage or injury, Manager agrees to:

[1] notify the Board within three (3) business days after Manager receives notice of any such loss, damage or injury;

[2] take no action (such as admission of liability) which might bar the Association from obtaining any protection afforded by any policy maintained by the Association or which might prejudice the Association in its defense to a claim based on such loss, damage or injury; and

[3] agree that the Association shall have the exclusive right, at its option, to conduct the defense of any claim, demand or suit within limits prescribed by the policy or policies of insurance.

Nothing in this section shall be construed as indemnifying the Manager against any omission or negligent act of the Manager or his employees, contractors or agents, nor to affect the general requirement of this Agreement that the Project shall be managed, operated and maintained in a safe condition and in a proper and reasonable manner.

#### 5.4 Miscellaneous.

(a) This agreement shall constitute the entire agreement between the parties hereto and no modification of this Agreement shall be effective unless made by supplemental agreement in writing executed by the parties hereof.

(b) Nothing contained in this Agreement shall constitute or construe to be or to create a partnership or joint venture between the Association or the Board and their successors or assigns, on the one part, and Manager and its successors or assigns, on the other part. Manager is an independent contractor.

(c) Neither this Agreement nor any part hereof nor any service, relationship or other matter alluded to herein shall insure to benefit of any third party, to any trustee in bankruptcy, to any assignee for the benefit of creditors, to any receiver by reason of insolvency, to any other fiduciary or officer representing a bankrupt or insolvent estate of either party, or to the creditors or claimants in such an estate. Without limiting the generality of the foregoing sentence, it is specifically understood and agreed that insolvency or bankruptcy of either party hereto shall, at the option of the other party, void all rights of such insolvent or bankrupt party hereunder ( or so many of such rights as the other party shall elect to void).

(d) If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Managing Agent may assign this agreement and any of its rights hereunder without the written consent of the Association.

(f) Unless the context clearly requires otherwise, the singular number herein shall include the plural, the plural number shall include the singular, and any gender shall include all genders. The titles and captions used herein shall not affect the construction of this Agreement.

(g) Time is of the essence in this Agreement.

(h) In the event of any dispute between the parties resulting in litigation, the prevailing party shall recover, in addition to their damages, reasonable attorney's fees and cost of court.

**This Agreement is executed as of the date indicated below:**

X *Susan Judkins*      March, 7, 2023

Association Representative for  
Tuscany Condominium Association, Inc.

X *Prane Kerley*      March 9th, 2023

Prane Kerley, CMCA  
President/Principal  
Proper HOA Management, LLC



# Exhibit A

## SCHEDULE OF FEES



Association Name:	Tuscany Condominium Association, Inc.
Effective Date:	3/1/2023
Monthly Management Fee:	\$2970
Meetings Per Year:	4 + Annual
Inspections Allowance:	1x/month by Manager
Setup Fee(one-time)	Waived

### ◆ ASSOCIATION BILLABLE EXPENSES: ◆

Copies .....	\$0.15/page
Envelopes .....	\$0.20/per
Postage .....	MKT + \$0.25 Handling
Certified Mailings (Compliance) .....	\$15+Postage
Meeting Minutes .....	\$75/Hour(2 hr. min)
Services Outside General Scope of Agreement (Lawsuits, Mediations, addit. Mtg time, etc.) .....	95/hour(2 hr min.)
Vendor 1099 Processing .....	\$40/per
Federal 1120H Tax Return Prep & Filing .....	\$275
Franchise Tax Return .....	\$150
Public Information Report Filing .....	\$50
Bank Reconciling (Outside Banks) .....	\$25/acct/month
Technology Fee .....	\$35/month
Rental Unit Management .....	\$25/Lease Submitted

### ◆ HOMEOWNER RESPONSIBLE EXPENSES: ◆

Access Devices .....	\$15 + Device + Postage
Delinquency Fees .....	See Delinquency Page
Resale Fees .....	Via Homewise

# Exhibit B

## MAINTENANCE CHARGES



### ◆ ASSOCIATION BILLABLE EXPENSES: ◆

Electrical, Plumbing, Mechanical	\$85/Hour
Grounds Maintenance – minor electric, carpentry, tile, painting.....	\$45/Hour
Porter – personnel not exclusive to an Association .....	\$29/Hour
Porter/Ground Personnel – exclusive to an Association .....	Covered At Cost
Overtime (nights and weekends) .....	Time & a Half

## 1 Phase



### Meeting Setup:

This stage is initiated as soon as we receive a signed contract. We will setup a meeting with the HOA board to go over the transition process, timelines and establish deliverable expectations for us.

## 2 Phase



### Onboarding:

This starts 30 days prior to your management start date. We spend our time here working closely with your current agent to ensure the transition of funds, documents and archives is managed and filed appropriately. Homeowners will begin to receive new portal login information, payment setup instructions and contact information.

## 3 Phase



### Active Management:

At this stage, we will begin all regular management operations. We will spend this time ensuring all vendors have been contacted and are beginning to receive their first payments from us. Then we will send out additional communication via email, text and mail to homeowners to provide a smooth onboarding process and address any questions or concerns.

## 4 Phase



### Pre-Transition Closure:

We will notify the board of directors about any outstanding transition items and then focus on assisting the Association with performing routine management functions.

## 5 Phase



### Transition Closure:

We will notify the board upon completion of any transition items and officially hand the Association over to the Management Operations team.

\$10	Notification of Balance Letter
\$40	PC 209 – Formal Demand Letter (sent certified & First-Class mail)
\$75	Title Search
\$125	Legal Action Letter
\$150	Notice of Intent to Lien
\$225	Lien Preparation & Filing
\$325	Intent to Foreclose
\$300	Foreclosure Analysis Provided by 3rd Party Collection Agent
No cost	Process file and send to 3rd Party Collections Agent

All fees are payable by the Association and charged back to the owner. Association recovers all cost at the time of homeowner payment or in the event of a foreclosure sale.

Fees listed include postage and envelopes.

## Payment Plans -

Should a homeowner enter into an approved payment plan, Proper will charge \$15/month to setup, monitor and facilitate the payment plan. This cost is billed to the homeowner ledger.

## Bankruptcy Notifications -

If Proper is notified of a bankruptcy filing, we will comply with all regulations and split the account into a pre & post-bankruptcy ledger. The cost to facilitate this is \$10/split.

## Foreclosure Process

There are two types of foreclosure that the association can file:

### ● Expedited Judicial Foreclosure

Required for Single Family Homes. This will run the association \$2,500 - \$3,000, which is reimbursed to the association upon foreclosure sale. Cost includes filing fees and court costs.

### ● Judicial Foreclosure

Will cost an estimated \$2,500. Cost includes filing fees and court costs.

**APPENDIX C**  
**SCHEDULE OF ALLOCATED INTERESTS**

\* Randomly selected for rounding up to produce a total of 100.0%

UNIT	BUILDING	PLAN TYPE	STREET ADDRESS	PERCENTAGE COMMON ELEMENT OWNERSHIP & LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
101	5938	A	5938 Sandhurst Lane	0.7	1
102	5938	M	5938 Sandhurst Lane	1.1	1
103	5938	G	5938 Sandhurst Lane	1.0	1
104	5938	G	5938 Sandhurst Lane	1.0	1
105	5938	H/I	5938 Sandhurst Lane	1.0	1
106	5934	A	5934 Sandhurst Lane	0.7	1
107	5934	Q	5934 Sandhurst Lane	1.2	1
108	5934	J/K	5934 Sandhurst Lane	1.0	1
109	5934	A	5934 Sandhurst Lane	0.7	1
110	5934	M	5934 Sandhurst Lane	1.1	1
111	5936	F	5936 Sandhurst Lane	0.9	1
112	5936	J/K	5936 Sandhurst Lane	1.0	1
113	5932	R	5932 Sandhurst Lane	1.3	1
114	5932	Q	5932 Sandhurst Lane	1.2	1
115	5932	A	5932 Sandhurst Lane	0.7	1
116	5932	A *	5932 Sandhurst Lane	0.8 *	1
117	5932	C	5932 Sandhurst Lane	0.7	1
118	5930	P	5930 Sandhurst Lane	1.2	1
119	5930	P	5930 Sandhurst Lane	1.2	1
120	5930	M	5930 Sandhurst Lane	1.1	1
121	5926	J/K	5926 Sandhurst Lane	1.0	1
122	5926	E	5926 Sandhurst Lane	0.9	1
123	5926	H/I	5926 Sandhurst Lane	1.0	1
124	5926	G	5926 Sandhurst Lane	1.0	1



UNIT	BUILDING	PLAN TYPE	STREET ADDRESS	PERCENTAGE COMMON ELEMENT OWNERSHIP & LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
125	5916	G	5916 Sandhurst Lane	1.0	1
126	5916	H/I	5916 Sandhurst Lane	1.0	1
127	5928	Q	5928 Sandhurst Lane	1.2	1
128	5928	H/I	5928 Sandhurst Lane	1.0	1
129	5920	E	5920 Sandhurst Lane	0.9	1
130	5920	H/I	5920 Sandhurst Lane	1.0	1
131	5920	H/I	5920 Sandhurst Lane	1.0	1
132	5920	H/I	5920 Sandhurst Lane	1.0	1
133	5916	N	5916 Sandhurst Lane	1.1	1
134	5916	H/I	5916 Sandhurst Lane	1.0	1
135	5916	E	5916 Sandhurst Lane	0.9	1
136	5912	D	5912 Sandhurst Lane	0.9	1
137	5912	M	5912 Sandhurst Lane	1.1	1
138	5912	L	5912 Sandhurst Lane	1.1	1
139	5910	N	5910 Sandhurst Lane	1.1	1
140	5910	H/I	5910 Sandhurst Lane	1.0	1
141	5910	H/I	5910 Sandhurst Lane	1.0	1
142	5908	B	5908 Sandhurst Lane	0.7	1
143	5908	F	5908 Sandhurst Lane	0.9	1
144	5908	J/K	5908 Sandhurst Lane	1.0	1
145	5904	N	5904 Sandhurst Lane	1.1	1
146	5904	H/I	5904 Sandhurst Lane	1.0	1
147	5904	H/I	5904 Sandhurst Lane	1.0	1
148	5904	M	5904 Sandhurst Lane	1.1	1
149	5904	H/I	5904 Sandhurst Lane	1.0	1
201	5938	A	5938 Sandhurst Lane	0.7	1

UNIT	BUILDING	PLAN TYPE	STREET ADDRESS	PERCENTAGE COMMON ELEMENT OWNERSHIP & LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
202	5938	M	5938 Sandhurst Lane	1.1	1
203	5938	G	5938 Sandhurst Lane	1.0	1
204	5938	G	5938 Sandhurst Lane	1.0	1
205	5938	H/I	5938 Sandhurst Lane	1.0	1
206	5934	A	5934 Sandhurst Lane	0.7	1
207	5934	Q	5934 Sandhurst Lane	1.2	1
208	5934	J/K	5934 Sandhurst Lane	1.0	1
209	5934	A	5934 Sandhurst Lane	0.7	1
210	5934	M	5934 Sandhurst Lane	1.1	1
211	5936	F	5936 Sandhurst Lane	0.9	1
212	5936	J/K	5936 Sandhurst Lane	1.0	1
213	5932	R	5932 Sandhurst Lane	1.3	1
214	5932	Q	5932 Sandhurst Lane	1.2	1
215	5932	A	5932 Sandhurst Lane	0.7	1
216	5932	A *	5932 Sandhurst Lane	0.8 *	1
217	5932	C	5932 Sandhurst Lane	0.7	1
218	5930	P	5930 Sandhurst Lane	1.2	1
219	5930	P	5930 Sandhurst Lane	1.2	1
220	5930	M	5930 Sandhurst Lane	1.1	1
221	5926	J/K	5926 Sandhurst Lane	1.0	1
222	5926	E	5926 Sandhurst Lane	0.9	1
223	5926	H/I	5926 Sandhurst Lane	1.0	1
224	5926	G	5926 Sandhurst Lane	1.0	1
225	5916	G	5916 Sandhurst Lane	1.0	1
226	5916	H/I	5916 Sandhurst Lane	1.0	1
227	5928	Q	5928 Sandhurst Lane	1.2	1

UNIT	BUILDING	PLAN TYPE	STREET ADDRESS	PERCENTAGE COMMON ELEMENT OWNERSHIP & LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
228	5928	H/I	5928 Sandhurst Lane	1.0	1
229	5920	E	5920 Sandhurst Lane	0.9	1
230	5920	H/I	5920 Sandhurst Lane	1.0	1
231	5920	H/I	5920 Sandhurst Lane	1.0	1
232	5920	H/I	5920 Sandhurst Lane	1.0	1
233	5916	N	5916 Sandhurst Lane	1.1	1
234	5916	H/I	5916 Sandhurst Lane	1.0	1
235	5916	E	5916 Sandhurst Lane	0.9	1
236	5912	D	5912 Sandhurst Lane	0.9	1
237	5912	M	5912 Sandhurst Lane	1.1	1
238	5912	L	5912 Sandhurst Lane	1.1	1
239	5910	N	5910 Sandhurst Lane	1.1	1
240	5910	H/I	5910 Sandhurst Lane	1.0	1
241	5910	H/I	5910 Sandhurst Lane	1.0	1
242	5908	B	5908 Sandhurst Lane	0.7	1
243	5908	F	5908 Sandhurst Lane	0.9	1
244	5908	J/K	5908 Sandhurst Lane	1.0	1
245	5904	N	5904 Sandhurst Lane	1.1	1
246	5904	H/I	5904 Sandhurst Lane	1.0	1
247	5904	H/I	5904 Sandhurst Lane	1.0	1
248	5904	M	5904 Sandhurst Lane	1.1	1
249	5904	H/I	5904 Sandhurst Lane	1.0	1
300		unique	5928 Sandhurst Lane	1.4	1
301		unique	5928 Sandhurst Lane	1.4	1
<b>100 UNITS</b>	<b>15 BUILDINGS</b>			<b>100.0 PERCENT</b>	<b>100 EQUAL VOTES</b>

APPENDIX C TO DECLARATION OF THE TUSCANY CONDOMINIUM  
SCHEDULE OF ALLOCATED INTERESTS

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