



## **Filing Receipt**

**Filed Date - 2025-06-11 03:51:57 PM**

**Control Number - 57435**

**Item Number - 738**

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

**Registration Number: Not Entered**

## **Property Owner**

Bella Gardens 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**

Bella Gardens Condominiums  
5907  
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:

- Bella Ownership Percentage.pdf
- Bella\_Gardens\_HOA.pdf

### **Filing Party**

This registration was filed by the Property Manager.

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

BELLA GARDENS CONDOMINIUM

UNIT	BUILDING	PLAN TYPE	PERCENTAGE COMMON ELEMENT OWNERSHIP	PERCENTAGE LIABILITY FOR COMMON EXPENSES	VOTE
101	5907	A	1.5	1.5	1
201	5907	A	1.5	1.5	1
102	5907	B	1.5	1.5	1
202	5907	B	1.5	1.5	1
103	5907	C	1.3	1.3	1
203	5907	C	1.3	1.3	1
104	5911-A	E	1.3	1.3	1
204	5911-A	E	1.3	1.3	1
105	5911-A	D	1.3	1.3	1
205	5911-A	D	1.3	1.3	1
106	5911-A	D	1.3	1.3	1
206	5911-A	D	1.3	1.3	1
107	5911-A	K	1.6	1.6	1
108	5911-B	E	1.3	1.3	1
208	5911-B	E	1.3	1.3	1
109	5911-B	B	1.5	1.5	1
209	5911-B	B	1.5	1.5	1
110	5915	F	1.3	1.3	1
210	5915	F	1.3	1.3	1
111	5915	B	1.5	1.5	1
211	5915	B	1.5	1.5	1
112	5915	A	1.5	1.5	1
212	5915	A	1.5	1.5	1

UNIT	BUILDING	PLAN TYPE	PERCENTAGE COMMON ELEMENT OWNERSHIP	PERCENTAGE LIABILITY FOR COMMON EXPENSES	VOTE
113	5915	K	1.6	1.6	1
114	5917	H	1.4	1.4	1
214	5917	H	1.4	1.4	1
115	5917	D	1.3	1.3	1
215	5917	D	1.3	1.3	1
116	5917	D	1.3	1.3	1
216	5917	D	1.3	1.3	1
117	5927	D	1.3	1.3	1
217	5927	D	1.3	1.3	1
118	5927	H	1.4	1.4	1
218	5927	H	1.4	1.4	1
119	5927	H	1.4	1.4	1
219	5927	H	1.4	1.4	1
120	5927	H	1.4	1.4	1
220	5927	H	1.4	1.4	1
121	5927	D	1.3	1.3	1
221	5927	D	1.3	1.3	1
122	5927	D	1.3	1.3	1
222	5927	D	1.3	1.3	1
123	5931	F	1.3	1.3	1
223	5931	F	1.3	1.3	1
124	5931	H	1.4	1.4	1
224	5931	H	1.4	1.4	1
125	5931	H	1.4	1.4	1
225	5931	H	1.4	1.4	1
126	5931	G	1.2	1.2	1

UNIT	BUILDING	PLAN TYPE	PERCENTAGE COMMON ELEMENT OWNERSHIP	PERCENTAGE LIABILITY FOR COMMON EXPENSES	VOTE
226	5931	G	1.2	1.2	1
127	5937	D	1.3	1.3	1
227	5937	D	1.3	1.3	1
128	5937	C	1.3	1.3	1
228	5937	C	1.3	1.3	1
129	5937	C	1.3	1.3	1
229	5937	C	1.3	1.3	1
130	5937	D	1.3	1.3	1
230	5937	D	1.3	1.3	1
131	5925-B	K	1.6	1.6	1
132	5925-B	H	1.4	1.4	1
232	5925-B	H	1.4	1.4	1
133	5925-A	E	1.3	1.3	1
233	5925-A	E	1.3	1.3	1
134	5925-A	E	1.3	1.3	1
234	5925-A	E	1.3	1.3	1
135	5925-A	H	1.4	1.4	1
235	5925-A	H	1.4	1.4	1
136	5919	A	1.5	1.5	1
236	5919	A	1.5	1.5	1
137	5919	J	1.5	1.5	1
237	5919	J	1.5	1.5	1
138	5919	C	1.3	1.3	1
238	5919	C	1.3	1.3	1
73 UNITS	11 BLDGS.		100.0 PERCENT	100.0 PERCENT	73 VOTES



PROPER  
HOA MANAGEMENT

Bella Gardens HOA

[ProperHOAManage.com](http://ProperHOAManage.com)

214-378-1112



## **MANAGEMENT AGREEMENT**

This Management Agreement (this “Agreement”) is entered into as of the 1<sup>st</sup> day of February 2025 by and between Bella Gardens HOA (the “Association”), and Proper HOA Management LLC, a Texas limited liability company (“Agent”).

A. The Association is a Condominium owners’ association created by and defined in the Declaration and Master Deed. The Association was created to enforce the Declarations at Bella Gardens HOA a 73-unit condo development in the City of Dallas, County of Dallas Texas (the “Property”).

B. The Association, through its Board of Directors (“the Board”), desires to engage Agent to assist the Board in the operation and management of the Association, and Agent desires to accept such engagement, in each case subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

### **Article I Property Management Services**

#### **1.1 AGENT.**

The Association hereby engages Agent, and Agent accepts engagement by the Association, to provide management services to the Association under the terms set forth in this Agreement. Agent will use commercially reasonable efforts and exercise appropriate professional skill in assisting the Board in the operation and management of the Association. Agent shall be responsible for implementing any decisions and policies established by the Board. The Board, on behalf of the Association, exclusively possesses the right, power, duty, and authority for all financial decisions made for the Association, and, except as otherwise set forth herein, the Board will be responsible for enforcing the provisions of the Declarations, the Association’s governing documents and rules and regulations, and any other dedicatory instruments pertaining to the Association that have been recorded in the official public records of the county in which the Property is located (collectively, the “Association Documents”) and any other contracts or agreements entered into by or on behalf of the Association. The Association will cooperate with Agent to the extent necessary or convenient to allow Agent to perform its duties and discharge its responsibilities under this Agreement. Notwithstanding anything herein to the contrary, Agent will not be obligated to implement any Board decision or take any other action that Agent, in good faith, believes (i) may violate applicable law or the Association Documents, (ii) involves transactions or services about which Agent lacks significant expertise, knowledge, or licenses, or (iii) involves transactions or services that are not within the obligations included in this Agreement.

#### **1.2 MANAGEMENT PERSONNEL.**

Agent shall hire, pay, and supervise, as employees of Agent, such persons as Agent deems necessary for the proper operation and maintenance of the Association and the Property. Such personnel will be deemed employees of Agent, and neither the Association nor the Board will have any right to supervise or direct such personnel. All reasonable costs of personnel employed by Agent hereunder will be deemed to be expenses reimbursable to Agent by the Association hereunder.



### 1.3 PROPERTY MAINTENANCE.

Agent shall use commercially reasonable efforts to cause the Property to be maintained at all times in accordance with local property maintenance standards. Any item of work involving any expenditure in excess of \$5,000.00 that is not accounted for in the Budget may be performed only with the prior approval of the Board, provided that repairs necessary for the preservation or safety of the Property, for the safety of occupants or other persons, to avoid suspension of any important service at the Property, or to avoid exposure to criminal liability may be made by Agent without the prior written approval of the Board. Agent shall within 48 hours of any such repairs notify the Board of such repairs and the causes or condition which necessitated such repairs.

### 1.4 COMPLIANCE WITH APPLICABLE LAW.

Agent shall use commercially reasonable efforts to ensure that the Association and its operation comply with all applicable laws, provided that any expenditure required to do so that exceeds \$5,000.00 and is not accounted for in the Budget will be performed only with the prior approval of the Board. Each party shall notify the other in writing of any demand, order, or proceeding by any authority affecting the Association, the Property, or the operation or management of the Association of the Property within 48 hours of receipt of notice thereof. So long as doing so does not expose Agent to criminal or civil liability, the Association may contest any such demand, order, or proceeding without Agent's consent. Agent is authorized to prepare and execute all applications, forms, and reports required at any time by any authority, provided that copies thereof must be promptly sent to the Board. If the Board does not object within 30 days after receipt thereof, then the Association shall be deemed to have consented thereto and Agent shall be permitted to file such applications, forms, and reports with the proper authority. Agent may enter appearances in any legal proceeding on its own behalf at its own expense and cost at any time, but Agent may only do so on behalf of the Association or the Board with the express written authorization of the Board.

### 1.5 PURCHASING AUTHORITY.

Pursuant to and in accordance with the Budget, Agent shall, on behalf of the Association, enter into or renew contracts for electricity, water, cleaning, pest control, garbage removal, and other services necessary in the ordinary course of business of the Association and (ii) shall purchase all supplies and equipment that Agent deems necessary to maintain and operate the Association. Agent shall use commercially reasonable efforts to cause each such contract to provide that it can be terminated upon 30 days' written notice. If Agent proposes to contract with itself or any entity in which it has a financial interest, then Agent shall first notify the Board of (a) the terms that Agent or such entity proposes and (b) the terms upon which independent contractors have offered to perform such work. The Association shall then have 20 days to disapprove and to request performance by a third-party contractor.

### 1.6 COLLECTION OF DUES.

Agent shall use commercially reasonable efforts to collect all monthly dues and other charges due to the Association in accordance with the terms of the Association Documents. With the prior written approval of the Board, Agent may, in the name of the Association, (i) institute legal proceedings for the collection of such dues and charges and (ii) engage attorneys acceptable to the Association for any such matter at reasonable legal fees. All amounts collected will be deposited in the operating account described in Section 2.2(a) and used by Agent in accordance with this Agreement.

1.7 INSPECTIONS.

Agent shall physically inspect the Property at least once each calendar quarter. Agent shall meet with the Board once each calendar quarter, if requested by Board, to discuss matters related to the Association.

1.8 ANNUAL MEETINGS.

Agent will assist the Board to organize and hold the annual meeting of the members of the Association. Agent will assist in the preparation, collection, and tabulation of proxy forms related to the annual meeting.

1.9 TAXES.

Any taxes relating specifically to individual units are the obligations of the individual members of the Association. Agent will have no involvement in taxes relating specifically to individual units. In the event taxes are assessed against property owned by the Association and not related to a specific individual unit, Agent will promptly provide written notification of such taxes to the Board and, if authorized by the Board, use Association funds to pay such taxes.

1.10 ASSOCIATION RECORDS.

Within 15 days after the Effective Date, the Association will provide Agent with all relevant accounting and other records of the Association in its possession, including membership lists, dedicatory instruments, minutes of meetings, account balances and history, and other corporate records, for Agent's use in performing its duties hereunder. The Association will pay any expenses, including legal or accounting fees, incurred by Agent in identifying and rectifying any inaccurate or incomplete records of the Association.

**Article II**  
**Financial Management Services**

2.1 RECORDS AND REPORTS.

(a) BUDGET.

Agent shall prepare and deliver to the Board for its approval and revision a written draft of an operating and capital expenditure budget for the Association (a "Budget") setting forth in reasonable detail the estimated income, cash on hand, operating expenses, and capital expenditures of the Association, on a monthly basis, for the next calendar year, including but not limited to insurance premiums, employees' salaries, and Agent's compensation. Should the Board not approve Agent's proposed Budget, then the Board shall revise the proposed Budget in their reasonable discretion and promptly (but no later than 30 days after Agent's delivery of its proposed Budget) deliver such revised Budget to Agent. Such revised Budget must be reasonable considering the Association's historical and expected costs. Agent shall operate the Association in accordance with the final accepted Budget, provided that at any time during a calendar year that a Budget has not been accepted for such calendar year, Agent will perform its duties in accordance with the previous calendar year's Budget. With respect to the first calendar year under this Agreement, Agent's obligations hereunder will not begin until a Budget has been accepted pursuant to the terms of this paragraph. Notwithstanding anything to the

contrary contained in the Agreement other than the provisions of Section 1.3 relating to emergency repairs, Agent 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 in either case that would result in either (i) the amount of authorized expenditures in any category of the Budget being exceeded by more than 10% or (ii) the total amount of Budget being exceeded by more than five percent, unless any such expense, liability, obligation, or expenditure is approved in writing by the Board.

(b) ACCOUNTING RECORDS.

Agent shall maintain accurate books and records of all funds received and disbursed in connection with its management of the Association, and such 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. Agent shall preserve all such books and records for at least seven years after the close of the calendar year to which they relate. Agent shall transfer to the Association any such books and records that it no longer wishes to keep after the expiration of such seven-year period.

(c) MONTHLY REPORTS.

On or before the last day of each month, Agent shall deliver to the Board the following written documents for the preceding calendar month: 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. Agent shall retain in its permanent record copies of the following:

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

(d) ANNUAL REPORT.

In addition to the written monthly reports required in Section 2.1(c), within 45 days after the end of each calendar year, Agent shall deliver to the Board a written profit and loss statement and a balance sheet for the Association as of the end of that year, both prepared in accordance with generally accepted accounting principles consistently applied.

(e) TAX RETURNS.

Agent shall cause to have prepared, at the expense of the Association, franchise and income tax returns, along with any other tax returns required by law. Agent shall budget for the expense of such tax returns and shall obtain approval of the Board (which approval may not be unreasonably withheld or delayed) before hiring any firm to prepare such returns.

2.2 BANK ACCOUNTS.

(a) OPERATING ACCOUNT.

Agent shall deposit all receipts in any operating account in the name of the Association (with

Agent and/or its representatives listed as signers). The account shall be maintained at a federally insured depository institution. All operating, administrative, and management expenses shall be paid from this account. Agent shall disburse funds from this account only in accordance with this Agreement.

(b) MONEY MARKET ACCOUNT.

If requested by the Association, Agent shall deposit all excess funds not needed for operations or maintenance, 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.

2.3 AUDIT.

The Board will have the right to conduct examinations and make abstracts or copies of the books and records maintained by Agent for the Association and or the Board without prior notice to Agent. The Association and the Board shall also have the right to perform any and all additional audit tests relating to Agent's activities concerning the Association, provided that such audit tests are related to those activities performed by Agent for the Association. Should the Association or the Board discover defects in the internal bookkeeping control or errors in record keeping, Agent shall promptly correct such discrepancies. Agent shall inform the Board in writing of the action taken to correct such defects and errors.

**Article III**  
**Agent's Compensation**

3.1 EXPENSE REIMBURSEMENT.

The Association shall reimburse Agent for all direct expenses of managing the Association and maintaining the Property that are set out in the Budget or are otherwise approved by the Association. Such expenses shall not include any amount of Agent's overhead, any allocation for officers, directors or employees of Agent who are not exclusively dedicated to the management of the Association or maintenance of the Property, or any payments to third party vendors without proper documentation, subject to Section 3.2. Expense reimbursement will be invoiced every four weeks.

3.2 MANAGEMENT FEE.

The Association shall pay Agent a monthly management fee \$2000 per month in aggregate (the "Base Management Fee"). The Base Management Fee will not increase for (one) year from the date this agreement is signed. The Association shall additionally be responsible for reimbursing Agent for additional costs incurred as part of managing the Association as determined in accordance with this Agreement, including the exhibits attached hereto. These fees are subject to change at any time and from time to time at Agent's sole discretion. The payment of the fees described in this Section 3.2 will be due and payable on the first day of each month.

3.3 SET UP FEE.

The Association shall pay Agent an initial set-up fee of **(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; (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 A/R status in management software program; and (g) other set-up activities.

#### 3.4 PROJECT MANAGEMENT.

For any capital projects and expenditures (including restoration insurance claims and capital improvements and restorations with aggregate costs in excess of \$15k will be subject to an oversight fee to be negotiated on a case-by-case basis, not to exceed 10% of the total project cost.

#### 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.

#### 3.6 TRANSFER FEES.

Agent may charge up to 10% interest (calculated on a per annum basis) on any amounts that the Association pays on behalf of the Association that are not immediately reimbursed by the Association and for which there are not adequate funds available in the operating account described in Section 2.2(a).

### **Article IV Term And Termination**

#### 4.1 TERM; TERMINATION.

(a) This Agreement shall commence as of the Effective Date, and shall continue for a period of 12 months, unless sooner terminated in accordance with the terms hereof; thereafter, the term of this Agreement shall automatically renew for additional 12-month terms unless notice of termination is given by the Association or Agent at least 60 days prior to the end of a term.

(b) Either party may terminate this Agreement at any time if the other party is in material breach of this Agreement and fails to cure such breach within 15 days of being notified thereof.

(c) Either party may terminate this Agreement for any reason by giving the other party at least 60 days' prior written notice thereof, provided that before the Association may give such notice, the Association must provide written notice to Agent of the issues underlying its desire to so terminate and allow Agent 30 days to address such issues.

#### 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) If this Agreement is terminated by Agent under Section 4.1(b) or by the Association under Section 4.1(c), the Association will pay Agent an amount equal to (i) the Base Management Fee multiplied by the number of months remaining in the current term as of immediately before termination plus (ii) any other amounts due to Agent hereunder as of the termination date.

(b) If this Agreement is terminated other than by Agent under Section 4.1(b) or by the Association under Section 4.1(c), the Association will pay Agent all amounts due to Agent hereunder as of the termination date.

(c) Agent's rights to utilize the Association's funds in the Operating Account pursuant to Section 2.2 shall immediately cease, but the Association shall pay Agent all amounts owed by the Association to Agent under this Agreement;

(d) Agent shall deliver to the Association as-received any monies due to the Association under this Agreement but received by Agent after such termination;

(e) Agent 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 Association as the Board shall reasonably request; and

(f) Agent shall use commercially reasonable efforts to assign to the Association any existing contracts (which by their terms are assignable) relating to the operation and maintenance of the Association or the Property as the Board shall require. Within 20 days after any termination of this Agreement, Agent 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 60 days after such termination, Agent 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 Association as of the date of termination.

## **Article V Miscellaneous**

### **5.1 NOTICES.**

Any notice to be given or 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 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:**

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  
1202 Richardson Dr. Ste 200  
Richardson, TX 75080

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 written notice to the other party in the manner set forth hereinabove.

## 5.2 INDEMNIFICATION.

(a) Neither Agent nor its managers, officers, representatives, agents, or employees may be liable to any other person for any act or omission in the performance of this Agreement, and the Association hereby agrees to indemnify, defend, and hold harmless Agent and its managers, members, officers, representatives, agents, and employees (collectively, the "Indemnified Parties") from and against any liability, loss, damage, cost, or expense (including without limitations 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, gross negligence, or breach of this Agreement. Nothing contained herein in this Section 5.2(a) 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 harmless each Indemnified Party from and against any and all demands, claims, liabilities, causes of action, costs, and expenses, including without limitation reasonable attorney's fees and court costs, sustained or incurred by or asserted against such Indemnified Party in connection with or by reason of (i) Agent's (or the Indemnified Party's) performance of this Agreement in accordance with its terms, (ii) any condition of the Property, or (iii) any act by the Association or its directors, officers, representatives, agents, or employees. The Association shall make Agent an "Additional Insured" on the general liability insurance and errors and omissions policies of the Association, and the Association's insurance policy will provide coverage for both the Association and Agent.

(c) Agent shall indemnify, defend, and hold harmless the Association, the Board, and all agents, officers, employees, and directors of the Association from and against any and all claims, damages, losses and expenses (including without limitation reasonable attorney's fees) arising out of or resulting from Agent's fraud, bad faith, willful misconduct, gross negligence, or breach of this Agreement.

(d) In no event will any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or lost profits or lost savings arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages. Agent specifically disclaims any and all warranties of any kind, whether express, implied, or statutory, including any warranties of merchantability and fitness for a particular purpose.

## 5.3 INSURANCE.

(a) Agent, at the expense of the Association, shall cause to be kept in effect property and liability insurance, fidelity coverage, and other insurance policies or bonds on the Property in accordance with the requirements of the Association Documents and as are customary for properties similar to the Property located in the same geographical area as the Property. Under all circumstances, the property casualty insurance coverage shall be in an amount not less than full replacement cost. Additionally, the Association shall cause Agent to be named as an additional insured in all such liability policies obtained by the Association pursuant to this Section 5.3(a).

### (b) AGENT'S INSURANCE.

Agent (at Agent's sole expense) will obtain and keep in force adequate insurance against liability for loss, damage, or injury to property or persons that might arise as a result of actions, or inactions, by Agent or Agent'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, and casualty insurance on all furniture, fixture, and equipment maintained by Agent on the Property. Agent'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 Agent on the Property.

Upon written request, Agent shall provide the Board with certificates of insurance representing the policies, with evidence that such policies are valid and in force and with renewals of same prior to 10 days before expiration. Agent 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 Agent. Agent must obtain written permission from the Board to waive any of the above requirements.

(c) SUBCONTRACTOR'S INSURANCE.

Agent shall require that all subcontractors brought by Agent onto the Property have insurance coverage, at the subcontractor's expense, in the following minimum amounts:

- i. Employer's Liability (in those states where it is required) - \$100,000 (minimum)
- ii. \$100,000 Bodily Injury - \$100,000 Property Damage or \$300,000 Combined Single Limit.

Agent must obtain written permission from the Board to waive any of the above requirements. Agent 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, Agent agrees to notify the Board within three business days after Agent receives notice of any such loss, damage, or injury and agrees 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.

5.4 MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification of this Agreement shall be effective unless made in a writing executed by the parties hereto.

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

(c) 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.

(d) The Association may not assign this Agreement or any of its rights hereunder without the written consent of Agent

(e) 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 interpretation or construction of this Agreement.

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

(g) 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 costs of court.

[Signature Page Follows]

This Agreement is executed as of the Effective Date:

**THE ASSOCIATION:**

Bella Gardens HOA

By:  1/27/2025  
Name: [NAME]  
Title: [TITLE]

**AGENT:**

PROPER HOA MANAGEMENT LLC

By: \_\_\_\_\_  
Name: Gina Rolle  
Title: Director of Business Development

# Exhibit A

## SCHEDULE OF FEES



Association Name: Bella Gardens HOA

Date: 2/1/25

Monthly Management Fee: \$2,000/mo.

Meetings Per Year: 4 Board and 1 Annual

Inspections Allowance: 1Xper qtr.

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 Proper

# Exhibit B

## PROPER CHARGES



### ◆ ASSOCIATION BILLABLE EXPENSES: ◆

Overtime (nights and weekends) .....	2X Time
Electrical, Plumbing, Mechanical.....	@ vendor pricing
Grounds Maintenance – minor electric, carpentry, tile, painting.....	\$85/Hour
Porter – personnel not exclusive to an Association .....	\$52/Hour
Porter/Ground Personnel – exclusive to an Association .....	Negotiated Price

### ◆ RESALE EXPENSES: ◆

Resale disclosure (TREC) and Association Documents Package.....	\$375
Appraiser Questionnaire.....	\$110
Lender Questionnaire.....	\$250
Articles of Incorporation.....	\$70
Bylaws.....	\$85
Declarations, Resolutions, and Policies.....	\$90
Rules and Regulations.....	\$65
Lender Questionnaire - Owner Information Update.....	\$75
Statement of Account.....	\$75
Refinance Statements.....	\$150
Transfer Fee.....	\$300
Rush Fee (under 48 hours).....	\$150
Update to order within 90 days.....	\$75



# Delinquency Program

\$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.

## 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.

## 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.



# Transition Process

## 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.