

**WESTCHESTER OWNERS COMMITTEE
BOARD OF TRUSTEES MEETING**

DATE: Tuesday, February 15, 2022
TIME: 6:00 PM
PLACE: St. John Vianney Church
625 Nottingham Oaks Trails, Room E-9
Houston, TX 77079

A G E N D A

This is a notice to all property owners of the Westchester Owners Committee that a Board of Trustees meeting is scheduled to review and discuss the following topics and conduct the following business:

1. Call to Order and Adoption of Agenda
2. Homeowner Forum
3. Disposition of Minutes
 - a. November 16, 2021
 - b. January 18, 2022
4. Financial Report
 - a. January 31, 2022
5. Trustee Reports
 - a. Community Relations
 - b. Pool and Tennis
 - c. Maintenance
 - d. Trash and Pest Control
 - e. Patrol
 - f. RAP Newsletter
6. New Business
 - a. Contracts and Proposals
 - b. Deed Restriction Violation Hearing Policy
 - c. Large Contract Bid Solicitation Policy
 - d. Ratifications of Decisions Made Between Board Meetings
 - e. Collection and Deed Restriction Enforcement Actions
 - f. Other Business
 - i. Closing the Pool/Club Vote Held on 11/9/21
 - ii. Vote for Representatives to Memorial Super Neighborhood
7. Executive Session
 - a. Trustee Update on Legal Matters
 - b. Collection Report
 - c. Deed Restriction & Enforcement Action Report
8. Next Meeting Date – March 15, 2022
9. Adjournment

THE BOARD OF TRUSTEES OF THE WESTCHESTER OWNERS COMMITTEE HELD A BOARD OF TRUSTEES MEETING ON TUESDAY, JANUARY 18, 2022 AT NOTTINGHAM ELEMENTARY SCHOOL. MEETING NOTICE ATTACHED AS EXHIBIT "A".

TRUSTEES PRESENT: Dave Anderson, Erin Fulweber, Natalie Hightower, Russell Pae, Ryan Renfro, Andrea Stevens, Joe Strong, Kristie Tobin and Michael Williams.

Also present: Heather Esteban of Crest Management Company.

CALL TO ORDER:

The meeting was called to order at 8:35 P.M. The agenda was adopted as presented.

ELECTION OF OFFICERS

A motion was made, seconded and approved by all to appoint the following positions:

President – Michael Williams

Vice President & Pools – Ryan Renfro

Treasurer – Andrea Stevens

Secretary & Community Relations – Russell Pae

Legal – Kristie Tobin

Maintenance – Joe Strong

Trash & Pest Control – Dave Anderson

Security – Erin Fulweber

RAP & Website – Natalie Hightower

The Trustees agreed to a zoom workshop on January 25, 2022 to discuss how to assure an upcoming pool season for 2022 and how to proceed with building and site renovations in the future.

NEXT MEETING

The next meeting will be held Tuesday, February 15, 2022 at 6:00 p.m.

ADJOURNMENT

There being no further business, and upon a motion duly made and seconded, the meeting was adjourned at 8:50 p.m.

APPROVED:

Date

Russell Pae - Secretary

WESTCHESTER OWNERS COMMITTEE
Balance Sheet
January 31, 2022

Assets:

Cash

CIT - Operating	\$ 145,885.35	
CIT - ICS Sweep	101,588.63	
Due From Reserve	25,805.86	
Total Cash		\$ 273,279.84

Reserve Funds

CIT - Non-Cap Reserve	145,402.87	
Due To Operating	(25,805.86)	
Total Reserve Funds		119,597.01

Assessment Receivables

2021 Assessments	2,345.22	
2022 Assessments	60,475.00	
2023 Assessments	(358.00)	
Interest on Unpaid Assessment	834.68	
Collection Fees	584.85	
Legal Fees	5,900.42	
Total Assessment Receivables		69,782.17

Other Assets

Prepaid Insurance	19,509.68	
Total Other Assets		19,509.68

Total Assets		\$ 482,168.70
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WESTCHESTER OWNERS COMMITTEE
Balance Sheet
January 31, 2022

Liabilities:

Accounts Payable	\$	12,819.52	
Deferred Assessments		276,116.50	
Total Liabilities			\$ 288,936.02

Equity:

Reserve Funds

Non-Cap Reserve Fund	119,578.49	
Non-Cap Reserve Fund Interest	18.52	
Total Reserve Funds		119,597.01

Members Equity

Members Equity	64,018.88	
Current Year Surplus (Deficit)	9,616.79	
Total Members Equity		73,635.67

Total Liabilities and Equity		\$ 482,168.70
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WESTCHESTER OWNERS COMMITTEE
STATEMENT OF REVENUES & EXPENSES
For 1 Months Ended January 31, 2022

	JAN ACTUAL	JAN BUDGET	VARIANCE	YTD ACTUAL	YTD BUDGET	VARIANCE	ANN'L BUDGET	REMAINING
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OPERATING REVENUE:								

Current Year Maintenance Fees	25,102	23,912	(1,190)	25,102	23,912	(1,190)	286,944	261,842
Interest on Unpaid Assessments	372	71	(301)	372	71	(301)	850	478
Bank Interest Income	10	25	15	10	25	15	300	290
Advertising		42	42		42	42	500	500
Trash Reimbursement	4,392	2,196	(2,196)	4,392	2,196	(2,196)	26,352	21,960
Security Reimbursement	2,140		(2,140)	2,140		(2,140)	8,560	6,420
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TOTAL OPERATING REVENUE	32,016	26,246	(5,770)	32,016	26,246	(5,770)	323,506	291,490
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SWIM/TENNIS REVENUE:								

Swim & Tennis User/Sponsor							10,000	10,000
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TOTAL SWIM/TENNIS REVENUE							10,000	10,000
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TOTAL REVENUE	32,016	26,246	(5,770)	32,016	26,246	(5,770)	333,506	301,490
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EXPENSES:								

ADMINISTRATIVE								

Administrative Contract	1,000	1,000		1,000	1,000		12,000	11,000
Administrative - Other		4	4		4	4	50	50
Office Supplies	14		(14)	14		(14)	50	36
Copies & Printing	150	83	(67)	150	83	(67)	1,000	850
Postage	5	44	39	5	44	39	1,000	995
Community Mailouts							200	200
Meetings							100	100
Administrative Notices							1,464	1,464
Deed Restriction Expenses		42	42		42	42	500	500
Record Storage	35	25	(10)	35	25	(10)	300	265
	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL ADMINISTRATIVE	1,204	1,198	(6)	1,204	1,198	(6)	16,664	15,460
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[illegible]

Legal - Corporate	366	125	(241)	366	125	(241)	1,500	1,134
Legal - Collections	3,095	292	(2,803)	3,095	292	(2,803)	3,500	405
Legal Coll - Billed to Owners	(3,095)	(146)	2,949	(3,095)	(146)	2,949	(1,750)	1,345
Legal - Deed Restrictions		21	21		21	21	250	250
Legal DR - Billed to Owners		(10)	(10)		(10)	(10)	(125)	(125)
Audit/Professional Services							1,100	1,100
TOTAL PROFESSIONAL SERVICES	366	282	(84)	366	282	(84)	4,475	4,109

Landscape Contract	1,083	1,083		1,083	1,083		13,000	11,917
Landscape Extras		63	63		63	63	750	750
Irrigation Repairs		42	42		42	42	500	500
Pest Control Services							1,800	1,800
Repairs and Maintenance		83	83		83	83	1,000	1,000
TOTAL GROUNDS MAINTENANCE	1,083	1,271	188	1,083	1,271	188	17,050	15,967

Pool Contract	950	725	(225)	950	725	(225)	37,800	36,850
Extra Services		292	292		292	292	3,500	3,500
Permits & Memberships							250	250
Supplies/Pool Tags							1,000	1,000
Repairs & Maint - Swim							500	500
Restroom Cleaning/Repair	200		(200)	200		(200)		(200)
Telephone	124	83	(41)	124	83	(41)	1,000	876
Pool Wi-Fi	65	71	6	65	71	6	850	785
Furniture & Fixtures							500	500
TOTAL FACILITIES - POOL	1,339	1,171	(168)	1,339	1,171	(168)	45,400	44,061

WESTCHESTER OWNERS COMMITTEE
STATEMENT OF REVENUES & EXPENSES
For 1 Months Ended January 31, 2022

	JAN ACTUAL	JAN BUDGET	VARIANCE	YTD ACTUAL	YTD BUDGET	VARIANCE	ANN'L BUDGET	REMAINING
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FACILITIES - TENNIS								

Equipment - Tennis		42	42		42	42	500	500
Repairs & Maint - Tennis		125	125		125	125	1,500	1,500
TOTAL FACILITIES - TENNIS		167	167		167	167	2,000	2,000
UTILITIES & SERVICES								

Electricity - General	577	542	(35)	577	542	(35)	6,500	5,923
Water - General	375	937	562	375	937	562	11,245	10,870
Trash & Recycling Services	8,603	9,391	788	8,603	9,391	788	112,688	104,085
Constable Service Fees	7,078	7,041	(37)	7,078	7,041	(37)	84,495	77,417
TOTAL UTILITIES & SERVICES	16,633	17,911	1,278	16,633	17,911	1,278	214,928	198,295
OTHER								

Property Taxes							25	25
Insurance	1,774	1,171	(603)	1,774	1,171	(603)	14,056	12,282
Bank Fees							25	25
National Night Out							300	300
Website Fees		42	42		42	42	500	500
Miscellaneous		13	13		13	13	150	150
Bad Debts		42	42		42	42	500	500
Capital Reserve Contributions							61,784	61,784
TOTAL OTHER	1,774	1,268	(506)	1,774	1,268	(506)	77,340	75,566
TOTAL EXPENSES	22,399	23,268	869	22,399	23,268	869	377,857	355,458
SURPLUS (DEFICIT)	9,617	2,978	(6,639)	9,617	2,978	(6,639)	(44,351)	(53,968)
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Name of Facility: Westchester Owners Committee

Facility Management Company: Crest Management Company

Facility Address: 14703 Chadbourne Drive; Houston, TX 77079

Effective Date of Agreement: January 1, 2022

Total Cost: \$46,750.00

This Pool service agreement (hereinafter referred to as the “Agreement”), entered effective as of the dated indicated hereinabove, is made between **Aquatic Advisors, Inc. (AA)** and **Westchester Owners Committee**.

WITNESSETH

WHEREAS, **AA** is pool maintenance, chemical supply and lifeguard staffing company **AA** maintains waters held in swimming pools and other water containing structures related to the pools in a sanitary state.

WHEREAS, the Facility is desirous of engaging **AA** to maintain and provide chemicals on its premises located at the address indicated hereinabove (the “Premises”) and **AA** is desirous of being so engaged pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein contained, the parties mutually covenant and agree to as follows:

1. **Engagement of Aquatic Advisors, Inc.** The Facility hereby engages **AA** to act for it in accordance with this Agreement, and **AA** hereby accepts such engagement and agrees to provide the services set forth herein.
2. **Service of Aquatics Advisors, Inc.** Aquatics Advisors, Inc. shall operate, service, maintain and provide lifeguards for POOL (subject to certain conditions and expectation as more particularly set forth herein) **AA** will provide two (2) lifeguards on duty at all times after school begins through the end of the pool season, as described in Section 2.1 (See Exhibit “A”). It is the responsibility of **AA** to properly maintain the standards set forth in the Texas Administrative Code, Title 25-Health Services, Part I-Texas Department of Health, Chapter 265-General Sanitation, Subchapter K-Standards for Public Pools and Spas. All staff employed as Lifeguards will be American Red Cross Certified Lifeguards with Certifications including, but not limited to the following; ARC (American Red Cross) Lifeguard Training, ARC CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer, ARC PDT (Preventing Disease Transmission), and ARC First Aid Training. If the Facility is equipped with an AED (Automatic External

Defibrillator) all staff working at the Facility will be trained in its use and certified as CPR/AED Certified. Hours of Operation. The Facility will be open as follows is Exhibit A (attached): During the term, AA will follow the school district schedule, so the pool will be closed on any day that students are in school unless CUSTOMER specifies otherwise. If the National Holiday falls on the closed days then the pool will be open and closed the following day for cleaning. CUSTOMER must provide AA with a full swim team schedule, including practices and swim meets at the beginning of every swim team season.

2.2 **Maintenance Schedule.**

The pool will be serviced once per week. During the months of November-February the pool will be visited two extra times per week to empty skimmer baskets. AA assumes no responsibility and Customer shall be fully responsible for preventing excessive leaves from falling in POOL and POOL area so as to prevent equipment problems and POOL surface problems. A pool log will be performed and filled out by the AA maintenance staff assigned to the facility. AA will provide and manage pool chemicals for the pool. Maintenance does not include grounds maintenance such as mowing, cutting, and trimming of grass, trees, and plants. AA is not responsible for pool furniture purchase or repair.

- A. **Repairs.** *All repairs exceeding \$100.00 must be approved by CUSTOMER;* AA shall stand ready to perform any repair work needed during the term of this agreement. AA shall inform CUSTOMER of any recommendations on the upkeep of the facilities' equipment if necessary. AA's recommendations shall be in the best interest and for the safety of the pools and its equipment. This includes chemicals, supplies, parts, and equipment. CUSTOMER must notify AA of any maintenance work, repairs, or work of any kind being performed inside the pool gates by any contractor. CUSTOMER must supply AA with a timeline of any work of this nature in order for AA to prepare the facility for possibilities that may occur (*i.e. pumps being turned off for an extended period of time*).
- B. **Chemicals and Supplies.** AA agrees to supply, at its expense: Chlorine and pH control chemicals for safe and clean pool water throughout the period of this agreement. (Chlorine Tablets, Shock, and Acid)
- C. **Safety Equipment** will be maintained by AA. If safety equipment needs to be replaced CUSTOMER is responsible for the cost of replacing the equipment. This includes rescue tubes, ring buoys & throw rope, life hooks, pool rules signage, backboards & head immobilizers, umbrellas & lifeguard stands. AA is responsible for providing at no cost: water test kit, first aid kit & supplies, safety goggles, and safety gloves to our maintenance staff.
- D. **Bathrooms** will be maintained and stocked by AA once per week October-April and daily by the lifeguards May-September according to Exhibit A (attached).
- E. **Maintenance Equipment** is provided by AA and is used on the weekly visits by AA maintenance staff members. Cost of the use of AA's maintenance equipment is included in the contract cost. If a facility needs to be provided any maintenance equipment to be left on-site requested by CUSTOMER, CUSTOMER shall be responsible for cost. Maintenance equipment includes water hoses, pool vacuum heads, pool poles, leaf bagger, pool brushes, leaf skimmers, and algae brushes. *If additional chemicals or labor are required to maintain or correct pool water chemistry due to failure or breakdown of CUSTOMER'S equipment or loss of water due to defect or loss of electricity, AA shall bill as an additional charge, the reasonable expense of all said addition chemicals and/or labor. AA shall notify CUSTOMER if such circumstances occur.*
- F. **Chemical Requirements.** AA is responsible for maintaining the pool chemistry at the following standards: *Chlorine 1.0-3.0 PPM, pH 7.2-7.8, total Alkalinity 80 to 120 PPM, Calcium Hardness 200-300 PPM/*

- 2.3 **Aquatic Programming.** AA may offer swim programs during the “On Season” All programs will be staffed by AA. All American Red Cross Learn to Swim Program guidelines will be followed during any swim programs performed by AA. Swim Instructors will be WSI (Water Safety Instructor) certified or equivalent).
- 2.4 **Pool Rental/Private Pool Parties.** For the purposes of this paragraph, “Private Party / Pool rental” is defined as (A) Any number of persons within the facility/pool area other than regular hours as defined in “Exhibit “A” (B) Any single group exceeding the guest limit within the facility/pool area during regular hours as defined in exhibit “A”. Upon execution of this agreement the facility management shall provide AA in writing with Private Party Guidelines. Guidelines should include acceptable terms for rental and guidelines including, but not limited to, rental time allowed (Days, Hours, etc.), maximum number of guests, party submission guidelines, etc. AA requires five (5) days written notice of all scheduled pool parties/rentals. AA reserves the right to waive this notice at its discretion. For all private parties / pool rentals the renter shall pay AA Thirty-Five dollars (\$35.00) administrative fee, which is non-refundable, plus Twenty-Eight dollars (\$28.00) per lifeguard hour (minimum of two guards and two hours) for each hour and each lifeguard required. One lifeguard is required per Twenty (20) people schedule to attend. If alcohol is scheduled to be served AA **shall not provide lifeguards past 12:00 midnight.** AA shall schedule open hour pool parties at no additional cost to the association unless another lifeguard needs to be scheduled due to the ratio of people to lifeguards (one lifeguard for every 20 patrons inside the pool area). All AA insurance shall apply as described in the terms of this agreement. See www.aquaticadvisors.net/party for more information and registration.
- 2.5 **Additional Information.** It is AA will be responsible for setting out and returning trash receptacles at curbside service or into on site trash facilities. Trash collection for the facility is on Tuesdays and Fridays. Trash and recycling container will be place on curbside.
- 2.6 **Additional Staff.** To maintain safe and proper ratios set forth under American Red Cross guidelines, which is one (1) Lifeguard for every twenty (20) patrons, additional staff may be necessary to meet this ratio. AA will provide additional lifeguards, in its sole discretions as necessary to maintain safe and orderly conditions at POOL. All Lifeguards required in excess of this average guard ratio stated herein will be invoiced to CUSTOMER and CUSTOMER shall pay AA for such invoices (in addition to any other amount set forth in this agreement) at the rate \$18.5.00 per hour per lifeguard. All Lifeguards required in excess of this average guard ratio stated herein on a holiday (i.e. Memorial Day, Fourth of July, or Labor Day) will be invoiced to CUSTOMER and CUSTOMER shall pay AA for such invoices (in addition to any other amount set forth in this agreement) at the rate \$27.75 per hour per lifeguard. If the Facility has the need for additional staff or coverage when the pool is normally closed, it should be requested in writing at least seventy-two (72) hours in advance (i.e. rentals, events, etc.) If the CUSTOMER requests the pool to be open outside of the Exhibit A written notice of at least seventy-two (72) hours is required. CUSTOMER will be billed at the rate of \$18.00 per hour per lifeguard. Contract price will be re-evaluated if the cost of minimum wage increases inside of the terms of this contracts.
- 2.7 **Wading Pools. (“Baby Pool”)** AA will maintain the wading pool and its pump, filter, and chemical feeders to maintain water quality. Client acknowledges that the wading pool is not in AA intended zone of safety for the facility in which AA staff will provide life saving services and has been informed that in order to provide lifesaving services for the wading pool would require additional staffing at an additional cost to the facility. The supervision and safeguarding of users of the wading pool shall be the responsibility of the parents/guardians of the children using the

wading pool. The facility agrees that AA does not assume any responsibility and shall not be responsible for any injury or loss resulting from the use of the wading pool by its members. Facility agrees to indemnify and hold harmless AA from any and all claims for damages or injuries, or both, resulting from the use of the wading pool.

- 2.8 **Pool Telephones.** It is the responsibility of the facility as required by Texas State Law, to make certain that an emergency telephone is installed and in good working condition.
3. **Term.** The term of this Agreement shall begin on January 1, 2022 the effective date indicated hereinabove and shall continue until December 31, 2022. This is a one-year contract. At that time the contract shall be subject to renewal. After the expiration date of the contract if a new written contract is not signed, AA will continue to service the pool on a month to month basis under the same terms and conditions as this original Contract. The monthly fees shall be the same as was paid for the prior year.
- 3.1 **Compensation of AA** Payment of each installment shall be due and payable by CUSTOMER to AA on or before the first (1st) day of each month as described in exhibit "B" (attached). For balances thirty (30) days past due, a late charge of 1.9% shall accrue. If CUSTOMER fails to pay AA for two consecutive months, the AA may demand, and CUSTOMER shall pay AA by cash or cashiers check.
4. **Construction/Repair and Warranties.** CUSTOMER shall be fully responsible for seeking and obtaining any and all recourse available, including reimbursement, under any and all POOL construction, manufacturer and/or repair warranties for the service and/or claims which arise from, are in connection with and/or relate to POOL, pool equipment, warrant services and/or the Premises, unless such Claims are directly related to any repair and/or replacements negligently performed by AA
5. **Initial, Pool Inspection/Disclaimer of Warranties,** CUSTOMER is fully responsible, and AA assumes no responsibility and shall not be liable for insuring that POOL and all POOL facilities and equipment fully comply with any and all applicable federal, state and local regulations and/or ordinances. Within approximately two (2) weeks after the Effective Date, AA will conduct an inspection of POOL (including all POOL equipment) to determine whether, in AA's sole opinion, any modifications and/or repairs are necessary to POOL and/or POOL equipment and whether such modifications and/or repairs must be completed before the POOL opens for "On-Season." Such inspection report shall be provided to CUSTOMER upon completion. See Attached "Initial Inspection."
6. **Damages due to Vandalism, Weather, and Acts of God.** AA shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the pool or related facilities. AA shall not be responsible for any additional expense to restore the pool and/or facility. AA shall report any damage as a result of the afore mentioned.
7. **Suspension of Services.** Should payment of installment be in excess of forty-five (45) days past due, any or all services to be provided may be suspended until all balances are current. Suspensions of said services will be at the discretion of AA. Such suspension or reinstatement of services will not terminate the contract.
8. **Facility Equipment.** Chemical delivery systems, pumps, filters, plumbing, drains, valves, skimmers, lifeguard stands, outbuildings, patio furniture and umbrellas are provided by the Facility as part of its equipment. AA is not responsible for failure of equipment due to

deterioration or manufacturers defect. If requested, AA will submit a separate bid to repair or replace equipment at the Facility. All utility costs are the responsibility of the Facility.

9. **Termination.** Either party, as its sole discretion, may terminate this agreement by giving the other party thirty (30) days written notice of its desire to terminate. Except as hereinafter provided in section 8 to the contrary, all obligations and responsibilities between the parties shall expire as of the effective date of such termination, except the Facility's obligation to pay all unpaid compensation due to AA as of that date. The Facility acknowledges that for the purposes of removing its own equipment and property, AA may enter onto the premises free from interference from any party.

10. **Insurance Obligations & Coverage.** AA shall procure and maintain insurance to cover and protect against any and all claims for damage to or loss of property or personal or bodily injury and/or death arising out of contractor's negligence related to the work performed under this agreement. AA shall have CUSTOMER named on the policy as of effective date of this agreement. AA will maintain and provide coverage of the following: \$1,000,000 General Liability Insurance per occurrence, \$1,000,000 Worker's Compensation Insurance, \$2,000,000 Excess Liability Insurance.

11.1 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested. Addresses may have been theretofore specified by written notice delivered in accordance herewith. For purposes of the notice provisions of this agreement, the following addresses shall be the mailing addresses of the parties hereto until changed in accordance with the provisions of this agreement.

<u>Association</u>	Mailing Address:	Westchester Owners Committee c/o Crest Management Company P.O. Box 219320 Houston, TX 77218
	Phone:	281-945-4630
	Email:	heather.esteban@crest-management.com
<u>Company</u>	Mailing Address:	Aquatic Advisors, Inc 5233 Bellaire Blvd #416 Bellaire, TX 77401
	Phone:	713-609-9489
	Fax:	713-668-8521
	Contact:	Rachael Morant
	Email:	AquaticAdvisors@gmail.com

- 11.3 Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original.
- 11.4 Gender.** Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words include the plural, and all plural words shall include the singular.
- 11.5 Period for Bringing Claims.** In the event that the Facility becomes dissatisfied with services provided, the Facility has thirty (30) days in which to notify AA in writing, of such dissatisfaction for the purpose of rectification by AA. Another period of thirty (30) days following the date of notification will be allowed for the bringing of legal claims against AA. Anytime thereafter, all claims shall be void.
- 11.6 Governing Law: Venue** This agreement will be governed by and construed in accordance with the laws (Other than the laws of conflicts) of the State of Texas. The parties hereto agree that any legal action or proceeding involving this agreement shall be brought and enforced in any state or federal court in Harris County, Texas, and the parties hereby accept and submit generally and unconditionally to the jurisdiction of such courts.
- 11.7 Attorney's Fees.** In the event of any litigation in relation to this Agreement, the unsuccessful party, in addition to all other sums that either party may be called on to pay, shall be required to pay a reasonable sum or the successful party's attorney's fees.
- 11.8 Force Majeure.** No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any acts of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).
- 11.9 Additional Documents.** Each party hereto agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.
- 11.10 Entire Agreement.** This instrument constitutes the sole and only agreement of the parties hereto relating to the subject matter hereto and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect.
- 11.11 Representation on Authority of Parties/Signatories.** Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations hereunder have been duly authorized binding on such party and enforceable in accordance with its terms.

Executed effective as of the date indicated on the hereinabove.

COMPANY: Aquatic Advisors, Inc.:

Rachael Morant
Name:

Director of Operations
Title:

Signature

Date

FACILITY: Westchester Owners Committee:

Name:

Title:

Signature:

Date:

Date	Day	Contracted Times	Open Time	Close Time	Hours Open	# of Guards	LG Hours
1/1/22-5/20/22	All Days	Closed				0	0
21-May	Saturday	10:00am-9:00pm	12:00 PM	8:00 PM	8.0	3	24
22-May	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
23-May	Monday	Closed			0.0	0	0
24-May	Tuesday	Closed			0.0	0	0
25-May	Wednesday	Closed			0.0	0	0
26-May	Thursday	Closed			0.0	0	0
27-May	Friday	12:00pm-9:00pm	12:00 PM	8:00 PM	8.0	3	24
28-May	Saturday	10:00am-9:00pm	10:00 AM	9:00 PM	11.0	4	44
29-May	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	4	32
30-May	Monday	10:00am-9:00pm	10:00 AM	7:00PM	9.0	5	45
31-May	Tuesday	Closed					0
1-Jun	Wednesday	10:00am-7:00pm	12:00 PM	8:00 PM	8.0	2	16
2-Jun	Thursday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	2	16
3-Jun	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
4-Jun	Saturday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
5-Jun	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
6-Jun	Monday	Closed			0.0	0	0
7-Jun	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
8-Jun	Wednesday	10:00am-7:00pm	12:00 PM	8:00 PM	8.0	2	16
9-Jun	Thursday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	2	16
10-Jun	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
11-Jun	Saturday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
12-Jun	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
13-Jun	Monday	Closed			0.0	0	0
14-Jun	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
15-Jun	Wednesday	10:00am-7:00pm	12:00 PM	8:00 PM	8.0	2	16
16-Jun	Thursday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	2	16
17-Jun	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
18-Jun	Saturday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
19-Jun	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
20-Jun	Monday	Closed			0.0	0	0
21-Jun	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
22-Jun	Wednesday	10:00am-7:00pm	12:00 PM	8:00 PM	8.0	2	16
23-Jun	Thursday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	2	16
24-Jun	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
25-Jun	Saturday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
26-Jun	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
27-Jun	Monday	Closed			0.0	0	0
28-Jun	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
29-Jun	Wednesday	10:00am-7:00pm	12:00 PM	8:00 PM	8.0	2	16
30-Jun	Thursday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	2	16
1-Jul	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
2-Jul	Saturday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	4	36
3-Jul	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	4	32
4-Jul	Monday	12:00pm-7:00pm	12:00 PM	7:00 PM	7.0	5	35
5-Jul	Tuesday	Closed					
6-Jul	Wednesday	10:00am-7:00pm	12:00 PM	8:00 PM	8.0	2	16
7-Jul	Thursday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	2	16
8-Jul	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
9-Jul	Saturday	10:00am-9:00pm	12:00 PM	9:00 PM	9.0	3	27
10-Jul	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
11-Jul	Monday	Closed			0.0	0	0
12-Jul	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
13-Jul	Wednesday	12:00pm-9:00pm	12:00 PM	8:00 PM	8.0	2	16
14-Jul	Thursday	10:00am-8:00pm	12:00 PM	8:00 PM	8.0	2	16
15-Jul	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
16-Jul	Saturday	10:00am-9:00pm	10:00 AM	9:00 PM	11.0	3	33

17-Jul	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
18-Jul	Monday	Closed			0.0	0	0
19-Jul	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
20-Jul	Wednesday	12:00pm-9:00pm	12:00 PM	8:00 PM	8.0	2	16
21-Jul	Thursday	10:00am-8:00pm	12:00 PM	8:00 PM	8.0	2	16
22-Jul	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
23-Jul	Saturday	10:00am-9:00pm	10:00 AM	9:00 PM	11.0	3	33
24-Jul	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
25-Jul	Monday	Closed			0.0	0	0
26-Jul	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
27-Jul	Wednesday	12:00pm-9:00pm	12:00 PM	8:00 PM	8.0	2	16
28-Jul	Thursday	10:00am-8:00pm	12:00 PM	8:00 PM	8.0	2	16
29-Jul	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
30-Jul	Saturday	10:00am-9:00pm	10:00 AM	9:00 PM	11.0	3	33
31-Jul	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
1-Aug	Monday	Closed			0.0	0	0
2-Aug	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
3-Aug	Wednesday	12:00pm-9:00pm	12:00 PM	8:00 PM	8.0	2	16
4-Aug	Thursday	10:00am-8:00pm	12:00 PM	8:00 PM	8.0	2	16
5-Aug	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
6-Aug	Saturday	10:00am-9:00pm	10:00 AM	9:00 PM	11.0	3	33
7-Aug	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
8-Aug	Monday	Closed			0.0	0	0
9-Aug	Tuesday	12:00pm-7:00pm	12:00 PM	8:00 PM	8.0	2	16
10-Aug	Wednesday	12:00pm-9:00pm	12:00 PM	8:00 PM	8.0	2	16
11-Aug	Thursday	10:00am-8:00pm	12:00 PM	8:00 PM	8.0	2	16
12-Aug	Friday	12:00pm-9:00pm	12:00 PM	9:00 PM	9.0	3	27
13-Aug	Saturday	10:00am-9:00pm	10:00 AM	9:00 PM	11.0	3	33
14-Aug	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
15-Aug	Monday	Closed			0.0	0	0
16-Aug	Tuesday	Closed			0.0	0	0
17-Aug	Wednesday	Closed			0.0	0	0
18-Aug	Thursday	Closed			0.0	0	0
19-Aug	Friday	Closed			0.0	0	0
20-Aug	Saturday	10:00am-9:00pm	12:00 PM	8:00 PM	8.0	3	24
21-Aug	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
22-Aug	Monday	Closed			0.0	0	0
23-Aug	Tuesday	Closed			0.0	0	0
24-Aug	Wednesday	Closed			0.0	0	0
25-Aug	Thursday	Closed			0.0	0	0
26-Aug	Friday	Closed			0.0	0	0
27-Aug	Saturday	10:00am-9:00pm	12:00 PM	8:00 PM	8.0	3	24
28-Aug	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	3	24
29-Aug	Monday	Closed			0.0	0	0
30-Aug	Tuesday	Closed			0.0	0	0
31-Aug	Wednesday	Closed			0.0	0	0
1-Sep	Thursday	Closed			0.0	0	0
2-Sep	Friday	Closed			0.0	0	0
3-Sep	Saturday	10:00am-9:00pm	10:00 AM	8:00 PM	10.0	4	40
4-Sep	Sunday	12:00pm-8:00pm	12:00 PM	8:00 PM	8.0	4	32
5-Sep	Monday	10:00am-9:00pm	10:00 AM	7:00PM	9.0	5	27
6-Sep	Tuesday	Closed			0.0	0	0
7-Sep	Wednesday	Closed			0.0	0	0
8-Sep	Thursday	Closed			0.0	0	0
9-Sep	Friday	Closed			0.0	0	0
10-Sep	Saturday	1:00pm-8:00pm	1:00 PM	7:00 PM	6.0	3	18
11-Sep	Sunday	1:00pm-8:00pm	1:00 PM	7:00 PM	6.0	3	18
9/12/22-12/31/22	All Days	Closed			0.0	0	0

674

1,860

Westchester Owners Committee				
Month	Year	Maintenance	Management	Total
January	2022	\$950.00	\$0.00	\$950.00
February	2022	\$950.00	\$0.00	\$950.00
March	2022	\$950.00	\$0.00	\$950.00
April	2022	\$950.00	\$0.00	\$950.00
May	2022	\$950.00	\$4,000.00	\$4,950.00
June	2022	\$950.00	\$10,175.00	\$11,125.00
July	2022	\$950.00	\$10,175.00	\$11,125.00
August	2022	\$950.00	\$7,000.00	\$7,950.00
September	2022	\$950.00	\$4,000.00	\$4,950.00
October	2022	\$950.00	\$0.00	\$950.00
November	2022	\$950.00	\$0.00	\$950.00
December	2022	\$950.00	\$0.00	\$950.00
TOTAL		\$11,400.00	\$35,350.00	\$46,750.00

**WESTCHESTER OWNERS COMMITTEE, INC.,
DEED RESTRICTION VIOLATION HEARING POLICY**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS Westchester Owners Committee, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for Westchester, Sections 1 and 2, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s File Nos. C431422 and C557751, respectively, along with any amendments and replats thereto (hereinafter the “Subdivision”); and,

WHEREAS in 2021, the Governor of the State of Texas signed Senate Bill 1588 into law, thereby amending the Texas Property Code; and,

WHEREAS Section 209.007 of the Texas Property Code was amended to provide additional hearing procedures that a property owners’ association must follow when enforcing deed restriction violations for which an Owner is entitled to an opportunity to cure the violation; and,

WHEREAS to the extent this Policy conflicts with any existing governing document or dedicatory instrument of the Association or Subdivision, this Policy shall control by virtue of such contrary provision being pre-empted by State law; and,

WHEREAS to the extent any provision in an existing governing document or dedicatory instrument does not conflict with this Policy or the Texas Property Code, such provision remains in full force and effect; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in view of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following:

I. DEED RESTRICTION VIOLATION HEARING POLICY

1. If an Owner is entitled to an opportunity to cure a violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board of the property owners' association.
2. An Owner desiring a hearing must request a hearing on or before the 30th day after the date the notice of violation and right to a hearing was mailed to the Owner. Any Owner that does not request a hearing within thirty (30) days of receiving certified notice of Owner’s deed restriction violation will not be entitled to a hearing.

3. An Owner shall request such a hearing in writing, either by mail, electronic mail or hand delivery. Such request must be delivered to the Association's address or electronic mail address provided on the most recently filed management certificate.
4. The Association shall hold a hearing under this section not later than the 30th day after the date the board receives the Owner's request for a hearing.
5. The Association shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.
6. The Association's board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.
7. The Owner or the Association may make an audio recording of the meeting.
8. The notice and hearing provisions of this policy do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
9. The notice and hearing provisions of this policy do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this policy.
10. Not later than ten (10) days before the association holds a hearing under this section, the Association shall provide to the Owner requesting the hearing a packet containing all documents, photographs, and communications (not to include any attorney-client privileged communications) relating to the matter the association intends to introduce at the hearing.
11. If an Association does not provide a packet within the designated period, the Owner is entitled to an automatic 15-day postponement of the hearing.
12. During a hearing, a member of the board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
13. All hearings will be held in private.
14. After the hearing is concluded, the Owner and their designated representative will leave the hearing so the Board may discuss and consider the information presented.

15. The Association will provide the Owner with a written notice with their decision regarding the matter of the hearing.

CERTIFICATION

“I, the undersigned, being a Director of Westchester Owners Committee, Inc., hereby certify that the foregoing was adopted by at least a majority of Westchester Owners Committee, Inc.’s board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present.”

By: _____

Print name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the _____ day of _____, 2021.

Notary Public, State of Texas

**WESTCHESTER OWNERS COMMITTEE, INC.,
LARGE CONTRACT BID SOLICITATION POLICY**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS Westchester Owners Committee, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for Westchester, Sections 1 and 2, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s File Nos. C431422 and C557751, respectively, along with any amendments and replats thereto (hereinafter the “Subdivision”); and,

WHEREAS in 2021, the Governor of the State of Texas signed Senate Bill 1588 into law, thereby amending the Texas Property Code; and,

WHEREAS Section 209.0052 of the Texas Property Code was amended to require that property owners’ associations establish a bid process for any proposed contract for services that will cost more than \$50,000.00; and,

WHEREAS to the extent this Policy conflicts with any existing governing document or dedicatory instrument of the Association or Subdivision, this Policy shall control by virtue of such contrary provision being pre-empted by State law; and,

WHEREAS to the extent any provision in an existing governing document or dedicatory instrument does not conflict with this Policy or the Texas Property Code, such provision remains in full force and effect; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in view of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following:

I. LARGE CONTRACT BID SOLICITATION POLICY

If the Association proposes to contract for services that will cost more than \$50,000.00, it shall solicit bids or proposals for such services contract as provided below. If a bid or proposal is from a board member or related person or entity as defined by Texas Property Code 209.0052, the additional procedures provided by Property Code 209.0052 will be applicable.

1. The following criteria apply to determine whether a services contract will cost more than \$50,000.00:
 - a. The bid process is applicable to service contracts which upon execution of the

agreement obligates the Association to pay more than \$50,000.00 during the term of the contract.

- b. The ability of the Association to terminate a services contract without cause prior to incurring costs in excess of \$50,000.00, does not relieve the Association of the obligation to follow the bid process of this policy if the contract is for a stated term and the total cost of the contract during that initial term is greater than \$50,000.00.
 - c. Amounts under a services contract that are contingent are not included in determining the amount the contract will cost. Costs under a services contract which are unfixed, but certain, shall be estimated to the best of the Association's ability.
 - d. Amounts that may be incurred in the future under a services contract such as would occur upon the renewal of the contract are not to be included in determining the amount the contract will cost. The renewal of an existing contract is not subject to this policy.
2. A proposed services contract that will cost more than \$50,000.00 shall be awarded using the following process:
- a. The Association shall attempt to obtain a total of three bids or proposals from contractors for the services desired;
 - b. Contractors providing bids or proposals should be insured against liability, have experience providing the desired services, and licensed where required by law;
 - c. If after diligent attempts are made to obtain the three bids or proposals, the Association is unable to obtain three bids or proposals from contractors, the Board may consider the proposals obtained and award the contract;
 - d. The Association may determine on a case by case basis the specific steps it will use to contact potential contractors and solicit bids or proposals. However, in all cases at least three contractors shall be contacted and bids or proposals solicited. In the event there are not three qualified contractors for a particular service in the market area, the association may limit the process to those contractors that are qualified.
 - e. In the case of emergencies, the Association may employ a contractor to best resolve the emergency without following the bid/proposal process.
 - f. The Board is not obligated to award contracts to the low bidder but must use due diligence in considering all relevant factors regarding the contractor and their proposal.

[CERTIFICATION AND ACKNOWLEDGMENT TO FOLLOW]

CERTIFICATION

“I, the undersigned, being a Director of Westchester Owners Committee, Inc., hereby certify that the foregoing was adopted by at least a majority of Westchester Owners Committee, Inc.’s board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present.”

By: _____

Print name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the _____ day of _____, 2021.

Notary Public, State of Texas

WESTCHESTER OWNERS COMMITTEE

Ratification of Decisions Made Between Board Meetings

February 8, 2022 The board voted to approve a 3 year contract with Cypress Creek Mosquito Control to begin January 1, 2022 for a cost of \$55.65 per visit.

February 9, 2022 The board voted to approve an estimate from KISS V. & SERV at a total cost of \$2963.00 for drainage repair around the pool deck