

# Oak Haven

Beal Properties Inc.  
903 S. Texas Avenue  
College Station, TX 77840  
(979)764-2500    [www.bealbc.com](http://www.bealbc.com)

## **BOARD MEMBERS MEETING AGENDA** **June 21, 2021 @ 3:30pm**

### **Call to Order**

### **Establishment of a quorum**

### **Financial Report**

- 2021 1<sup>st</sup> & 2<sup>nd</sup> Quarter Financial Report

### **Review of Governing Documents**

- Foundation
- Utility Lines

### **New Business**

### **Next Meeting**

- \_\_\_\_\_ 2021 @ \_\_\_\_\_ pm

### **Adjourn**

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## Cash Flow

### Beal Properties

Properties: Oakhaven Townhomes - Oakside Dr Bryan, TX 77802

Date Range: 01/01/2021 to 05/31/2021

Accounting Basis: Cash

Level of Detail: Detail View

Account Name	Selected Period	% of Selected Period	Fiscal Year To Date	% of Fiscal Year To Date
<b>Operating Income &amp; Expense</b>				
<b>Income</b>				
Homeowners Association Dues	30,280.02	100.00	30,280.02	100.00
<b>Total Operating Income</b>	<b>30,280.02</b>	<b>100.00</b>	<b>30,280.02</b>	<b>100.00</b>
<b>Expense</b>				
General Maintenance	317.21	1.05	317.21	1.05
Insurance	9,813.31	32.41	9,813.31	32.41
Transfer to Reserves	2,945.00	9.73	2,945.00	9.73
Legal Fees	300.00	0.99	300.00	0.99
Lawn/Property Maintenance	3,138.33	10.36	3,138.33	10.36
Special Projects	5,164.19	17.05	5,164.19	17.05
Management Fee	1,860.00	6.14	1,860.00	6.14
Mortgage/Note Payment	10,348.40	34.18	10,348.40	34.18
Pest Control	487.15	1.61	487.15	1.61
Plumbing Expense	615.00	2.03	615.00	2.03
Porter Service	200.00	0.66	200.00	0.66
Property Taxes	5.82	0.02	5.82	0.02
<b>Total Operating Expense</b>	<b>35,194.41</b>	<b>116.23</b>	<b>35,194.41</b>	<b>116.23</b>
<b>NOI - Net Operating Income</b>	<b>-4,914.39</b>	<b>-16.23</b>	<b>-4,914.39</b>	<b>-16.23</b>
Total Income	30,280.02	100.00	30,280.02	100.00
Total Expense	35,194.41	116.23	35,194.41	116.23
<b>Net Income</b>	<b>-4,914.39</b>	<b>-16.23</b>	<b>-4,914.39</b>	<b>-16.23</b>
<b>Other Items</b>				
Prepayments	764.99		764.99	
<b>Net Other Items</b>	<b>764.99</b>		<b>764.99</b>	
<b>Cash Flow</b>	<b>-4,149.40</b>		<b>-4,149.40</b>	
Beginning Cash	-3,317.18		-3,317.18	
Beginning Cash + Cash Flow	-7,466.58		-7,466.58	
Actual Ending Cash	-7,466.58		-7,466.58	

## Expense Distribution

Properties: Oakhaven Townhomes - Oakside Dr Bryan, TX 77802

Payees: All

Bill Date Range: 01/01/2021 to 05/31/2021

Reference	Bill Date	Property Name	Unit	Payee	Amount	Check #	Check Date	Description
6455 - General Maintenance								
10573	02/04/2021	Oakhaven Townhomes		The Clean Up Crew	50.00	124275	02/08/2021	
41909	03/08/2021	Oakhaven Townhomes		AAA Overhead Door Co.	191.61	124399	04/07/2021	caulk storm collar and shase step flashing on back side of chase
10697	04/22/2021	Oakhaven Townhomes		The Clean Up Crew	75.60	124438	04/22/2021	2826 - Replaced flush mount light fixture under carport.
					317.21			
6470 - Insurance								
1505417104-001-0002/19/2021	02/19/2021	Oakhaven Townhomes		The Hanover Insurance Group	658.00	124297	02/19/2021	Insurance
3626066	03/16/2021	Oakhaven Townhomes		Dexter and Company	5,933.63	124354	03/16/2021	Down Payment for 2021 Insurance
1073-2237501-2	04/06/2021	Oakhaven Townhomes		AFS/IBEX A Division of MetaBank	1,610.84	124400	04/07/2021	Monthly Insurance Premium
1073-2237501-2	05/04/2021	Oakhaven Townhomes		AFS/IBEX A Division of MetaBank	1,610.84	124465	05/07/2021	Monthly Insurance payment
					9,813.31			
6471 - Transfer to Reserves								
	01/01/2021	Oakhaven Townhomes		Oakhaven HOA	589.00	124154	01/03/2021	January 2021 - Transfer to Reserves
	02/01/2021	Oakhaven Townhomes		Oakhaven HOA	589.00	124238	02/01/2021	February 2021 - Transfer to Reserves
	03/01/2021	Oakhaven Townhomes		Oakhaven HOA	589.00	124305	03/02/2021	March 2021 - Transfer to Reserves
	04/01/2021	Oakhaven Townhomes		Oakhaven HOA	589.00	124391	04/01/2021	April 2021 - Transfer to Reserves
	05/01/2021	Oakhaven Townhomes		Oakhaven HOA	589.00	124448	05/03/2021	May 2021 - Transfer to Reserves
					2,945.00			
6473 - Legal Fees								
19-1094	03/08/2021	Oakhaven Townhomes		Bruchez, Goss, Thornton, Meronoff & Hawthorne, P.C.	300.00	124350	03/09/2021	General Matters - regarding satellite and shed
6475 - Lawn/Property Maintenance								
2874	01/07/2021	Oakhaven Townhomes		Lopez Boyz	575.00	124179	01/07/2021	Monthly Lawn Maintenance
2950	01/18/2021	Oakhaven Townhomes	2801	Lopez Boyz	70.00	124210	01/20/2021	
3014	02/04/2021	Oakhaven Townhomes		Lopez Boyz	575.00	124272	02/08/2021	
3042	03/08/2021	Oakhaven Townhomes		Lopez Boyz	180.00	124351	03/09/2021	winterize exterior hose bibs
3038	03/08/2021	Oakhaven Townhomes		Lopez Boyz	383.33	124341	03/08/2021	Feb lawn care

## Expense Distribution

Reference	Bill Date	Property Name	Unit	Payee	Amount	Check #	Check Date	Description
3170	04/06/2021	Oakhaven Townhomes		Lopez Boyz	575.00	124411	04/07/2021	March 3, 15, 25 lawn maintenance
3159	04/06/2021	Oakhaven Townhomes		Lopez Boyz	120.00	124411	04/07/2021	#2826 dirt and grass work
3265	05/07/2021	Oakhaven Townhomes		Lopez Boyz	575.00	124478	05/07/2021	Monthly lawn maintenance
3283	05/07/2021	Oakhaven Townhomes		Lopez Boyz	85.00	124478	05/07/2021	Clean up complex after hail storm
					3,138.33			
6531 - Special Projects								
10724	04/12/2021	Oakhaven Townhomes		The Clean Up Crew	2,300.00	124423	04/12/2021	draw for flooring replacement in 2828 due to flooding
10724	05/04/2021	Oakhaven Townhomes		The Clean Up Crew	2,864.19	124480	05/07/2021	2825- Final payment on replacement of floor from outside water source,
					5,164.19			
6540 - Management Fee								
	01/03/2021	Oakhaven Townhomes		Beal Properties	372.00	124145	01/03/2021	Management Fee for 01/2021
	02/01/2021	Oakhaven Townhomes		Beal Properties	372.00	124247	02/01/2021	Management Fee for 02/2021
	03/01/2021	Oakhaven Townhomes		Beal Properties	372.00	124302	03/01/2021	Management Fee for 03/2021
	04/01/2021	Oakhaven Townhomes		Beal Properties	372.00	124384	04/01/2021	Management Fee for 04/2021
	05/05/2021	Oakhaven Townhomes		Beal Properties	372.00	124463	05/05/2021	Management Fee for 05/2021
					1,860.00			
6560 - Mortgage/Note Payment								
	01/01/2021	Oakhaven Townhomes		Prosperity Bank	2,069.68	124147	01/03/2021	January 2021 - loan payment
	02/01/2021	Oakhaven Townhomes		Prosperity Bank	2,069.68	124232	02/01/2021	February 2021 - loan payment
	03/01/2021	Oakhaven Townhomes		Prosperity Bank	2,069.68	124313	03/02/2021	March 2021 - loan payment
	04/01/2021	Oakhaven Townhomes		Prosperity Bank	2,069.68	124385	04/01/2021	April 2021 - loan payment
	05/01/2021	Oakhaven Townhomes		Prosperity Bank	2,069.68	124456	05/03/2021	May 2021 - loan payment
					10,348.40			
6695 - Pest Control								
22860	01/07/2021	Oakhaven Townhomes		Joe Loudat DBA/	97.43	124177	01/07/2021	Monthly Pest Control
23015	02/04/2021	Oakhaven Townhomes		Joe Loudat DBA/	97.43	124271	02/08/2021	
23153	03/01/2021	Oakhaven Townhomes		Joe Loudat DBA/	97.43	124339	03/08/2021	
23293	04/06/2021	Oakhaven Townhomes		Joe Loudat DBA/	97.43	124409	04/07/2021	2841-2849 odd 2820-2830 even monthly exterior service
23443	05/04/2021	Oakhaven Townhomes		Joe Loudat DBA/	97.43	124475	05/07/2021	Monthly Pest Control
					487.15			

## Expense Distribution

Reference	Bill Date	Property Name	Unit	Payee	Amount	Check #	Check Date	Description
6700 - Plumbing Expense								
2988	01/18/2021	Oakhaven Townhomes	2831	Twin City Plumbing LLC	290.00	124214	01/20/2021	
3172	03/08/2021	Oakhaven Townhomes	2827	Twin City Plumbing LLC	120.00	124347	03/08/2021	2827 - replace hose bib
3159	04/07/2021	Oakhaven Townhomes		Twin City Plumbing LLC	120.00	124414	04/07/2021	2809- turned off water at faucet.
3440	05/04/2021	Oakhaven Townhomes		Twin City Plumbing LLC	85.00	124482	05/07/2021	2811-water coming from gutter after rain.
					615.00			
6701 - Porter Service								
3279	05/07/2021	Oakhaven Townhomes		Lopez Boyz	200.00	124478	05/07/2021	Trash pick up and hauled off.
6710 - Property Taxes								
93050	01/25/2021	Oakhaven Townhomes		Kristeen Roe, Tax A/C	2.34	124227	01/25/2021	lot reserve area
3035532	03/01/2021	Oakhaven Townhomes		Kristeen Roe, Tax A/C	2.34	124323	03/02/2021	
35157	03/25/2021	Oakhaven Townhomes		Kristeen Roe, Tax A/C	1.14	124379	03/26/2021	Property Tax
					5.82			
Total					35,194.41			

## Homeowner Delinquency

Properties: Oakhaven Townhomes - Oakside Dr Bryan, TX 77802

Delinquency Note Range: All Time

Amount Owed In Account: All

Balance: Greater than 100.00

Unit	Amount Receivable	0-30	30+	Last Payment	Payment Amount	Late Count
Oakhaven Townhomes - Oakside Dr Bryan, TX 77802						
2831	610.00	190.00	420.00	06/01/2021	220.00	0
2843	190.00	190.00	0.00	05/13/2021	380.00	5
	800.00	380.00	420.00		600.00	5
Total	800.00	380.00	420.00		600.00	5



# PROSPERITY BANK®

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Statement Date

5/23/2021

9318 1 A8 0.428

Account No

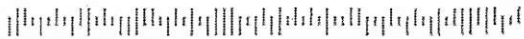
\*\*\*\*4013

OAKHAVEN COMMUNITY ASSOCIATION, INC.

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903 TEXAS AVE S

COLLEGE STATION TX 77840-2228



## STATEMENT SUMMARY

TX Small Business Check Account No \*\*\*\*4013

04/23/2021	Beginning Balance		\$50,987.08
	1 Deposits/Other Credits	+	\$589.00
	0 Checks/Other Debits	-	\$0.00
05/23/2021	Ending Balance	31 Days in Statement Period	\$51,576.08
	Total Enclosures		1

## DEPOSITS/OTHER CREDITS

Date	Description	Amount
05/04/2021	Deposit	\$589.00

## TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

## DAILY ENDING BALANCE

Date	Balance	Date	Balance
04-23	\$50,987.08	05-04	\$51,576.08

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103271 : 00931801



RENOVATION LOAN BALANCE - 6-21-2021  
\$ 217,714.04

MEMBER FDIC



NYSE Symbol "PB"

# OAKHAVEN COMMUNITY ASSOCIATION

	2020 Budget	2020 Actual	2021 Budget
<b>Income:</b>			
HOA DUES:	70680	70440	70680
Utilities Reimbursement		254.74	
Insurance Reimbursement			
Transfer from Reserves		126665	5552.35
<b>TOTAL INCOME:</b>	<b>70680</b>	<b>197359.74</b>	<b>76232.35</b>

## Expenses:

Insurance	18193	18320	21500
General Maintenance	2000	3744.08	1500
Legal Fees	500	0	500
Management Fees	4464	4464	4464
Lawn Maintenance	8500	13112.51	8500
Pest Control	1500	1255.76	1400
Plumbing	500	267.5	900
Roofing Repairs	0	0	0
Utilities	450	252.63	0
Renovation Loan Payment	24836.16	24836.16	24836.16
Transfer to Reserves	7068	6758	7068
Professional/Tax	500	350	400
Special Projects	0	131325	5164.19
<b>TOTAL EXPENSES:</b>	<b>68511.16</b>	<b>204685.64</b>	<b>76232.35</b>
<b>Total Difference:</b>	<b>2168.84</b>	<b>-7,325.90</b>	<b>0</b>

Operating Bank Acct Balance 12/31/2020	-3,317.18
Reserve Bank Acct Balance 12/31/2020	48,631.08
Renovation Loan Balance 12/31/2020	223,150.56



Zimbra

tonim@century21bcs.com

**RE: Oakhaven - Semi Urgent****From :** Jana Beddingfield <JBeddingfield@bruchez.com>

Fri, Jun 11, 2021 01:09 PM

**Subject :** RE: Oakhaven - Semi Urgent**To :** Toni Myers <toni@bealbcs.com>**Cc :** PropertyMgmnt <terry@bealbcs.com>

Toni,

I have reviewed the Declaration and have done some research in order to respond to the question of who is responsible for the foundation at Oakhaven. The Declaration says it has an Exhibit A attached that describes the common area, but it is not in the copy I have, nor when I checked, was it on the copy that was recorded. The Declaration indicates that the Exhibit A is a plat that was recorded on September 7, 1979, but I have checked the real property records and have not been able to locate it based on the recording information provided in the Declaration. Nevertheless, I believe I have an answer for you.

The Declaration defines the Common Facilities as "all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein." The important part of that definition is the phrase "except those as may be expressly excluded herein." I think this makes the document unambiguous, which means under contract law that we can solely look to the language in the Declaration for determining the parties' intent. I did not see any express exclusions to Common Facilities other than what is defined as being the responsibility of the Owners to insure and maintain, as outlined below.

Although foundations are not specifically referenced in the Declaration, Article V, Section 11 – Insurance – does address what the Association and the Owners are responsible for insuring. The Association is responsible for insuring "all buildings and structures as well as any improvements in the Common Area...". Each owner is only responsible for insuring "the interior of the building and the contents of his own residents, and his additions and improvements thereto...". Furthermore, under Article VII – Exterior Maintenance – the Declaration provides that "the Association shall provide exterior maintenance upon each Lot... as follows: repair, replace, and care of exterior building surfaces...and other exterior improvements." A long list of items are then provided that the Owner is responsible for, but foundations are not included. Article XI, Section 30 further defines things that the owner is responsible for maintaining, and nowhere in the list are foundations or any other exterior building surface mentioned.

The question of who is responsible for the foundations would be a fact question for the judge or jury in a lawsuit, but based on my research and the language in the Declaration, I am fairly certain it would be found that the responsibility belongs to the Association. As such, I think the Association should bear the cost of maintaining and repairing the foundations.

If you or the board have any additional questions, please let me know.

properties and the maintenance, repair, additions, alterations or reconstructions of all or any portion of the Common Area.

(f) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which is not a part of the Properties. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; private streets and drives; sidewalks; swimming pools; lakes; landscaping; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

(g) "Covenant" shall mean and refer to the rules and regulations, use restrictions and any policies that may be established from time to time by the Board of Directors.

(h) "Declarant" shall mean and refer to GWX Corporation, a Texas corporation, its successors and assigns.

(i) "Lot" shall mean and refer to any of the thirty-one (31) lots of land shown upon the recorded subdivision plat of the Property.

(j) "Managing Agent" shall mean and refer to the person, firm or entity which may be selected by the Board in accordance with the provisions hereof for the purposes of performing any duties, powers or functions of the Board in connection with the administration, management and operation of the Association.

(k) "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV hereof, together with all the Owners in The Subdivision who are members of the Association as provided in all Supplemental Declarations.

(l) "Owner" shall mean and refer to the record owner (including a purchaser at a foreclosure sale or any proceeding in lieu of foreclosure, so long as that purchaser has fee simple title), whether one or more persons or entities, of a fee simple title to any lot which is situated upon the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



In the event there shall be governmental regulations which conflict with or prevent work of construction or improvements in the manner required by this instrument, such circumstance shall be deemed and constitute a practical difficulty justifying the allowance of variances and adjustments of these restrictions in order to prevent unnecessary hardships; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to the property or improvements.

## ARTICLE VII

### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care of roofs, gutters, and downspouts (if any), exterior building surfaces, fences, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, atriums, enclosed patio area (if any), window and door fixtures and hardware, including weatherstripping, door knobs, handles, knockers, peep holes, locks, landscaping installed by Owner (if any), exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch panels, sanitary sewer, gas and electric power service lines, nor any work or thing specifically defined as Owner's maintenance in Article IX., Section 30.

No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any townhouse, or to take any such action with respect to the interior or exterior of any of the Common Area or the Common Facilities without prior written approval from the Architectural Committee.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance for repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event an Owner is responsible for certain exterior maintenance as set forth herein or in the Rules and Regulations of the Association and such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, and Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.



Section 28. Walkways. No motor driven vehicles may be operated on the walkways within the Common Area. No motorcycles or motorbikes of any type may be operated on the streets or alleyways within the Subdivision.

Section 29. Use of Common Area. Except in the individual courtyard and atrium areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress or egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of said property outside the exterior Property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions thereto as is necessary for the protection of said Owners. Maintenance, upkeep and repairs of any rear yard shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association, except as provided in Article VI. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 30. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, water service lines from the water main, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors, house electrical panels; exterior light fixtures operated from the residence; landscaping installed by the owners; and any portion of natural gas, cable television and/or telephone service serving the Lot but not maintained by the gas, cable television, and/or telephone companies.

Section 31. Outside Antennas. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property. No owner shall operate any "short-wave" or other long-distance radio communication device without prior written consent of the Board of Directors.

Section 32. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.