

# Oak Haven

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

## **BOARD MEMBERS MEETING AGENDA** **NOVEMBER 18<sup>TH</sup>, 2020 @ 5:30PM**

1. Call Meeting to Order
2. Reading / Approval Meeting Minutes
3. Financial Report – 3<sup>rd</sup> Quarter
  - a. Cash Flow
  - b. Expenses
  - c. Delinquency Report
  - d. Reserve Account
4. Old Business
  - a. Owner Survey
  - b. Foundations
  - c. TPO Flat roofs
5. New Business
  - a. 2022 Budget
  - b. 2022 Annual Meeting – Set Date
  - c. Bank Account
  - d. Management Updates
6. Next Meeting \_\_\_\_\_ 2022 @ \_\_\_\_\_ pm
7. Adjourn

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## Cash Flow

### Beal Properties

Properties: Oakhaven Townhomes - Oakside Dr Bryan, TX 77802

Date Range: 01/01/2021 to 11/18/2021 (This Year-to-date)

Accounting Basis: Cash

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

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>				
Late Fees\NSF Rent	35.00	0.05	35.00	0.05
Homeowners Association Dues	65,609.99	99.95	65,609.99	99.95
<b>Total Operating Income</b>	<b>65,644.99</b>	<b>100.00</b>	<b>65,644.99</b>	<b>100.00</b>
<b>Expense</b>				
General Maintenance	497.21	0.76	497.21	0.76
Insurance	19,478.35	29.67	19,478.35	29.67
Transfer to Reserves	6,479.00	9.87	6,479.00	9.87
Legal Fees	1,200.00	1.83	1,200.00	1.83
Lawn/Property Maintenance	7,717.59	11.76	7,717.59	11.76
Special Projects	5,164.19	7.87	5,164.19	7.87
Management Fee	4,092.00	6.23	4,092.00	6.23
Mortgage/Note Payment	22,766.48	34.68	22,766.48	34.68
Pest Control	1,071.73	1.63	1,071.73	1.63
Plumbing Expense	495.00	0.75	495.00	0.75
Porter Service	200.00	0.30	200.00	0.30
Professional Fees	350.00	0.53	350.00	0.53
Property Taxes	5.82	0.01	5.82	0.01
<b>Total Operating Expense</b>	<b>69,517.37</b>	<b>105.90</b>	<b>69,517.37</b>	<b>105.90</b>
<b>NOI - Net Operating Income</b>	<b>-3,872.38</b>	<b>-5.90</b>	<b>-3,872.38</b>	<b>-5.90</b>
Total Income	65,644.99	100.00	65,644.99	100.00
Total Expense	69,517.37	105.90	69,517.37	105.90
<b>Net Income</b>	<b>-3,872.38</b>	<b>-5.90</b>	<b>-3,872.38</b>	<b>-5.90</b>
<b>Other Items</b>				
Prepayments	-669.98		-669.98	
<b>Net Other Items</b>	<b>-669.98</b>		<b>-669.98</b>	
<b>Cash Flow</b>	<b>-4,542.36</b>		<b>-4,542.36</b>	
<b>Beginning Cash</b>	<b>-3,317.18</b>		<b>-3,317.18</b>	
<b>Beginning Cash + Cash Flow</b>	<b>-7,859.54</b>		<b>-7,859.54</b>	
<b>Actual Ending Cash</b>	<b>-7,859.54</b>		<b>-7,859.54</b>	



## Expense Distribution

Exported On: 11/18/2021 03:08 PM

Properties: Oakhaven Townhomes - Oakside Dr Bryan, TX 77802

Payees: All

Bill Date Range: 01/01/2021 to 11/18/2021 (This Year-to-date)

Reference	Bill Date	Unit	Payee	Amount	Check #	Description
<b>2270 - Clearing-Tenant Deposits</b>						
	08/17/2021	2811	Simon Rousseau	190.00	124680	Out Refund
<b>6455 - General Maintenance</b>						
10573	02/04/2021		The Clean Up Crew	50.00	124275	
41909	03/08/2021		AAA Overhead Door Co.	191.61	124399	chase
10697	04/22/2021		The Clean Up Crew	75.60	124438	2826 - Replaced flush mount light fixture under carport.
10749	07/06/2021		The Clean Up Crew	55.00	124602	2811 - inspected cause of damage to lower drywall
10839	07/27/2021		The Clean Up Crew	75.00	124628	2811 - sealed exterior wall due to mositure
89011	10/08/2021	2825	Johnathan Rios	50.00	124782	2825 - Inspected complex for damaged brick or siding.
				<b>497.21</b>		
<b>6470 - Insurance</b>						
1505417104-001-000	02/19/2021		The Hanover Insurance Group	658.00	124297	Insurance
3626066	03/16/2021		Dexter and Company	5,933.63	124354	Down Payment for 2021 Insurance
1073-2237501-2	04/06/2021		AFS/IBEX A Division of MetaBank	1,610.84	124400	Monthly Insurance Premium
1073-2237501-2	05/04/2021		AFS/IBEX A Division of MetaBank	1,610.84	124465	Monthly Insurance payment
1073-2237501-2	06/03/2021		AFS/IBEX A Division of MetaBank	1,610.84	124520	Monthly Insurance payment
1073-2237501-2	07/05/2021		AFS/IBEX A Division of MetaBank	1,610.84	124580	Monthly Insurance Premium
1073-2237501-2	08/03/2021		AFS/IBEX A Division of MetaBank	1,610.84	124649	Monthly Insurance invoice
1073-2237501-2	09/08/2021		AFS/IBEX A Division of MetaBank	1,610.84	124730	Insurance Premium
1073-2237501-2	10/07/2021		AFS/IBEX A Division of MetaBank	1,610.84	124783	Monthly Insurance Premium
1073-2237501-2	11/04/2021		AFS/IBEX A Division of MetaBank	1,610.84	124845	Monthly Insurance Premium
				<b>19,478.35</b>		
<b>6471 - Transfer to Reserves</b>						
	01/01/2021		Oakhaven HOA	589.00	124154	January 2021 - Transfer to Reserves
	02/01/2021		Oakhaven HOA	589.00	124238	February 2021 - Transfer to Reserves
	03/01/2021		Oakhaven HOA	589.00	124305	March 2021 - Transfer to Reserves
	04/01/2021		Oakhaven HOA	589.00	124391	April 2021 - Transfer to Reserves
	05/01/2021		Oakhaven HOA	589.00	124448	May 2021 - Transfer to Reserves
	06/01/2021		Oakhaven HOA	589.00	124510	June 2021 - Transfer to Reserves
	07/01/2021		Oakhaven HOA	589.00	124565	July 2021 - Transfer to Reserves
	08/01/2021		Oakhaven HOA	589.00	124633	August 2021 - Transfer to Reserves
	09/01/2021		Oakhaven HOA	589.00	124705	September 2021 - Transfer to Reserves
	10/01/2021		Oakhaven HOA	589.00	124763	October 2021 - Transfer to Reserves
	11/01/2021		Oakhaven HOA	589.00	124829	November 2021 - Transfer to Reserves
				<b>6,479.00</b>		
<b>6473 - Legal Fees</b>						
19-1094	03/08/2021		Bruchez, Goss, Thornton, Meronoff & Hawthorne, P. C.	300.00	124350	General Matters - regarding satellite and shed
45042	07/27/2021		Bruchez, Goss, Thornton, Meronoff & Hawthorne, P. C.	600.00	124626	Review docs on responsibility for foundation, drafted research and emailed to TMyers
45570	10/15/2021		Bruchez, Goss, Thornton, Meronoff & Hawthorne, P. C.	300.00	124815	Prepared Management Certificate, perform research regarding same
				<b>1,200.00</b>		
<b>6475 - Lawn/Property Maintenance</b>						
2874	01/07/2021		Lopez Boyz	575.00	124179	Monthly Lawn Maintenance
2950	01/18/2021	2801	Lopez Boyz	70.00	124210	
3014	02/04/2021		Lopez Boyz	575.00	124272	
3042	03/08/2021		Lopez Boyz	180.00	124351	winterize exterior hose bibs
3038	03/08/2021		Lopez Boyz	383.33	124341	Feb lawn care
3170	04/06/2021		Lopez Boyz	575.00	124411	March 3, 15, 25 lawn maintenance
3159	04/06/2021		Lopez Boyz	120.00	124411	#2826 dirt and grass work
3265	05/07/2021		Lopez Boyz	575.00	124478	Monthly lawn maintenance
3283	05/07/2021		Lopez Boyz	85.00	124478	Clean up complex after hail storm
3355	06/03/2021		Lopez Boyz	575.00	124529	Monthly Lawn Maintenance
15621	06/09/2021		Green Rite Lawn Spraying Service	487.13	124542	control
3404	07/06/2021		Lopez Boyz	550.00	124596	Monthly lawn maintenance
3475	08/06/2021		Lopez Boyz	180.00	124663	flooding.
3494	08/06/2021		Lopez Boyz	575.00	124663	Monthly Lawn Maintenance
3599	09/07/2021		Lopez Boyz	575.00	124724	Monthly Lawn Maintenance
3681	10/08/2021		Lopez Boyz	575.00	124779	Monthly Lawn Maintenance
3799	11/08/2021		Lopez Boyz	575.00	124854	Monthly Lawn Maintenance
16102	11/11/2021		Green Rite Lawn Spraying Service	487.13	124864	Fall fertilizer blend, fungicide application to cure & prevent fall diseases
				<b>7,717.59</b>		
<b>6531 - Special Projects</b>						
10724	04/12/2021		The Clean Up Crew	2,300.00	124423	draw for flooring replacement in 2828 due to flooding
10724	05/04/2021		The Clean Up Crew	2,864.19	124480	2825- Final payment on replacement of floor from outside water source,
				<b>5,164.19</b>		



6540 - Management Fee						
	01/03/2021		Beal Properties	372.00	124145	Management Fee for 01/2021
	02/01/2021		Beal Properties	372.00	124247	Management Fee for 02/2021
	03/01/2021		Beal Properties	372.00	124302	Management Fee for 03/2021
	04/01/2021		Beal Properties	372.00	124384	Management Fee for 04/2021
	05/05/2021		Beal Properties	372.00	124463	Management Fee for 05/2021
	06/02/2021		Beal Properties	372.00	124518	Management Fee for 06/2021
	07/02/2021		Beal Properties	372.00	124578	Management Fee for 07/2021
	08/02/2021		Beal Properties	372.00	124646	Management Fee for 08/2021
	09/03/2021		Beal Properties	372.00	124718	Management Fee for 09/2021
	10/05/2021		Beal Properties	372.00	124777	Management Fee for 10/2021
	11/04/2021		Beal Properties	372.00	124842, 124842, 124844	Management Fee for 11/2021
				<b>4,092.00</b>		
6560 - Mortgage/Note Payment						
	01/01/2021		Prosperity Bank	2,069.68	124147	January 2021 - loan payment
	02/01/2021		Prosperity Bank	2,069.68	124232	February 2021 - loan payment
	03/01/2021		Prosperity Bank	2,069.68	124313	March 2021 - loan payment
	04/01/2021		Prosperity Bank	2,069.68	124385	April 2021 - loan payment
	05/01/2021		Prosperity Bank	2,069.68	124456	May 2021 - loan payment
	06/01/2021		Prosperity Bank	2,069.68	124504	June 2021 - loan payment
	07/01/2021		Prosperity Bank	2,069.68	124569	July 2021 - loan payment
	08/01/2021		Prosperity Bank	2,069.68	124641	August 2021 - loan payment
	09/01/2021		Prosperity Bank	2,069.68	124713	September 2021 - loan payment
	10/01/2021		Prosperity Bank	2,069.68	124771	October 2021 - loan payment
	11/01/2021		Prosperity Bank	2,069.68	124833	November 2021 - loan payment
				<b>22,766.48</b>		
6695 - Pest Control						
	22860	01/07/2021	Joe Loudat DBA/	97.43	124177	Monthly Pest Control
	23015	02/04/2021	Joe Loudat DBA/	97.43	124271	
	23153	03/01/2021	Joe Loudat DBA/	97.43	124339	
	23293	04/06/2021	Joe Loudat DBA/	97.43	124409	2841-2849 odd 2820-2830 even monthly exterior service
	23443	05/04/2021	Joe Loudat DBA/	97.43	124475	Monthly Pest Control
	23576	06/03/2021	Joe Loudat DBA/	97.43	124536	Monthly Pest Control
	23713	07/05/2021	Joe Loudat DBA/	97.43	124582	Monthly Pest Control
	23899	08/05/2021	Joe Loudat DBA/	97.43	124660	monthly exterior service 2801-2815 odd
	24043	09/07/2021	Joe Loudat DBA/	97.43	124722	Monthly Pest Control
	24227	10/07/2021	Joe Loudat DBA/	97.43	124781	Monthly Pest Control
	24373	11/11/2021	Joe Loudat DBA/	97.43	124868	Monthly Pest Control
				<b>1,071.73</b>		
6700 - Plumbing Expense						
	2988	01/18/2021	2831 Twin City Plumbing LLC	290.00	124214	
	3172	03/08/2021	2827 Twin City Plumbing LLC	120.00	124347	2827 - replace hose bib
	3159	04/07/2021	Twin City Plumbing LLC	120.00	124414	2809- turned off water at faucet.
	3440	05/04/2021	Twin City Plumbing LLC	85.00	124482	2811-water coming from gutter after rain.
				<b>615.00</b>		
6701 - Porter Service						
	3279	05/07/2021	Lopez Boyz	200.00	124478	Trash pick up and hauled off.
6705 - Professional Fees						
	24595	07/06/2021	Ed Slovacek, CPA, PLLC	350.00	124590	Oakhaven - 2020 preparation of form 1120 H
6710 - Property Taxes						
	93050	01/25/2021	Kristeen Roe, Tax A/C	2.34	124227	lot reserve area
	3035532	03/01/2021	Kristeen Roe, Tax A/C	2.34	124323	
	35157	03/25/2021	Kristeen Roe, Tax A/C	1.14	124379	Property Tax
				<b>5.82</b>		
	<b>Total</b>			<b>69,827.37</b>		



## Homeowner Delinquency (As Of)

**Properties:** Oakhaven Townhomes - Oakside Dr Bryan, TX 77802

**As of:** 10/31/2021

**Delinquency Note Range:** All Time

**Homeowner Status:** Current and Notice

**Amount Owed In Account:** All

**Balance:** Greater than 1.00

Unit	30+
<b>Oakhaven Townhomes - Oakside Dr Bryan, TX 77802</b>	
2831	300.00
2843	380.00
	<b>680.00</b>
<b>Total</b>	<b>680.00</b>





Visit us online at ProsperityBankUSA.com

Statement Date 10/24/2021

8479 1 AB 0.461  
 OAKHAVEN COMMUNITY ASSOCIATION, INC.  
 903 TEXAS AVE S  
 COLLEGE STATION TX 77840-2228

Account No \*\*\*\*4013

Page 1 of 5



STATEMENT SUMMARY		TX Small Business Check Account No ****4013	
09/23/2021	Beginning Balance		\$53,932.08
	1 Deposits/Other Credits	+	\$589.00
	0 Checks/Other Debits	-	\$0.00
10/24/2021	Ending Balance	32 Days in Statement Period	\$54,521.08
	Total Enclosures		1

DEPOSITS/OTHER CREDITS		
Date	Description	Amount
10/04/2021	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
09-23	\$53,932.08	10-04	\$54,521.08

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103291 : 00847901







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### **Oakhaven Homeowner Survey**

11 Total Responses received between 9/24/2021 and 9/28/2021 – Summarized Below:

#### **Question 1: My 1<sup>st</sup> Top Priority Is...**

- 36.4% (4) answered Driveways
- 18.2% (2) answered Enforcement of HOA Rules/CCRs (complaints of clutter in carports)
- 18.2% (2) answered Drainage
- 9.1% (1) answered Irrigation
- 9.1% (1) answered Curb Appeal
- 9.1% (1) answered “Environmentally-Friendly Mosquito Control”

#### **Question 2: My 2<sup>nd</sup> Top Priority Is...**

- 36.4% (4) answered Irrigation
- 27.3% (3) answered Driveways
- 9.1% (1) answered Curb Appeal
- 9.1% (1) answered Enforcement of HOA Rules/CCRs (carports, satellites, etc.)
- 9.1% (1) answered Drainage/Gutter Downspouts
- 9.1% (1) answered Landscaping

#### **Question 3: My 3<sup>rd</sup> Top Priority Is...**

- 27.3% (3) answered Driveways
- 27.3% (3) answered Irrigation
- 27.3% (3) answered Curb Appeal
- 9.1% (1) answered Landscaping
- 9.1% (1) answered Retire the Bank Loan

#### **Question 4: Please share one thing you appreciate about the Oakhaven Community**

- 54.6% (6) answered Quiet Location with Privacy





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- 18.2% (2) answered Friendly Neighbors
- 18.2% (2) answered Quick Response to Maintenance
- 9.1% (1) answered Freedoms within an HOA (not too strict)
- 9.1% (1) answered Landscaping

**Question 5: Questions, Comments, & Concerns**

- 9.1% (1) – Get a new lawn care company
- 9.1% (1) – Regular Street Parking leaves little room for guests
- 9.1% (1) – Looking forward to HOA Social Gatherings
- 9.1% (1) - How will the upgrades in the adjoining neighborhood affect the drainage (or lack of) in our community?
- 9.1% (1) – “Beal management services are horrible; non-responsive. The house next door had sinks in the driveway for > 6 months; I reported and they only replied with an excuse. I got the issue resolved in 5 minutes. Hope their fee is very low, as their service is very low. Have not reviewed HOA budget yet, but hopefully the financials are in good order.”



# Brazos Valley Solutions LLC

## AGREEMENT/CONTRACT

**Brazos Valley Solutions LLC**, called Contractor and **Oakhaven Townhomes**, called Owner / Agent, Agree that Contractor will furnish labor, materials, and equipment to perform the work described to the structure:

Located at: 2837/39 Oakside, Bryan, Texas 77802  
ADDRESS CITY STATE ZIP

### WORK TO BE PERFORMED LIMITED REPAIR:

Underpin and raise the foundation to as near acceptable as practically possible, using 36 Pro-Max Pilings™ per attached drawings and made part of this agreement. Clean up and haul off all debris due to above work.

**COST OF THE ABOVE DESCRIBED WORK: \$ 19,008.00** (after TAMU discount)

### **OWNER / AGENT AGREE TO MAKE PAYMENT AS FOLLOWS:**

**\$ 9,504.00 Upon signing agreement and \$ 9,504.00 upon completion.**

### **GENERAL CONDITIONS AND TERMS OF AGREEMENT/CONTRACT INDUSTRY STANDARD**

- Contractor will not attempt to make the property perfectly level.**
- This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60<sup>th</sup> day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.
- Contractor will provide labor, materials, and equipment to complete the work in a workmanlike manner.
- Contractor will call for line checks as required by state law.
- Contractor will not be responsible for any damage to plumbing caused by Contractor, as a result of lifting, excavating, drilling, driving pilings, and leveling. **CONTRACTOR WILL NOT BE RESPONSIBLE FOR REPAIRING PRE-EXISTING PLUMBING PROBLEMS, DETERIORATED PIPES, AND BURIED ELECTRICAL WIRING** (CABLE TV, PHONE, LAWN SPRINKLER, POOL EQUIPMENT, ECT...).
- When leveling the foundation condition may appear that were not visible when your estimate was prepared, example no steel in your perimeter concrete beam, and or other structural deficiencies. In such cases, owner will have the choice of terminating this agreement and receiving a partial refund or of proceeding with the work with no warranty.
- When lifting a foundation, it is possible that sheetrock, wallpaper, plaster, roofing, brick, and/or other materials may crack or wrinkle. Therefore, it is agreed between Owner and Contractor that this contract does not include repairing or replacing any materials or systems not specifically included in this agreement. Contractor shall not be responsible for the cost of any such repairs. It is also agreed that Contractor shall not be responsible for trees, plants, shrubs, or other plants that maybe damaged when the work is performed.
- Owner and Contractor agree that any dispute, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to the Texas General Arbitration Act in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA. In the event of arbitration, the losing party agrees to pay the winning parties' cost, including reasonable attorneys' fees. Contractor and Owner agree to pay interest at 18% on any amounts that are not paid on time.
- Owner may order new work, which is not described in this agreement with a change order describing such work signed and dated. No oral representation by anyone can change this agreement.
- In order to be binding on Contractor, this contract must be signed by all owners / agents in the spaces showed below, and returned within 45 days from July 20, 2020.**
- OTHER: \_\_\_\_\_

**CONTRACTOR AND OWNER/AGENT MUST SIGN ALL CHANGE ORDERS.**

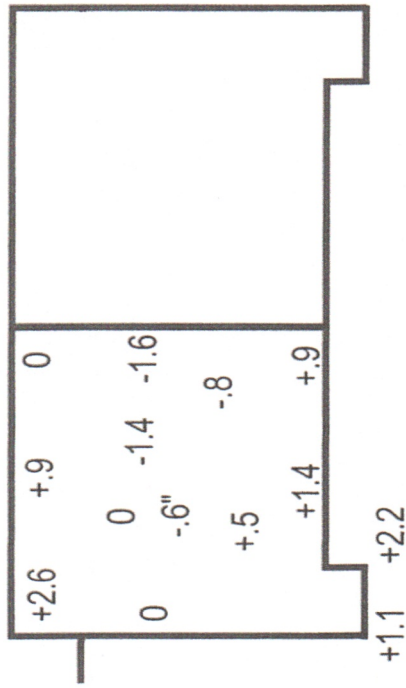
OWNER / AGENT \_\_\_\_\_ DATE \_\_\_\_\_ **Brazos Valley Solutions LLC**

OWNER / AGENT \_\_\_\_\_ BY Walter R. Childers

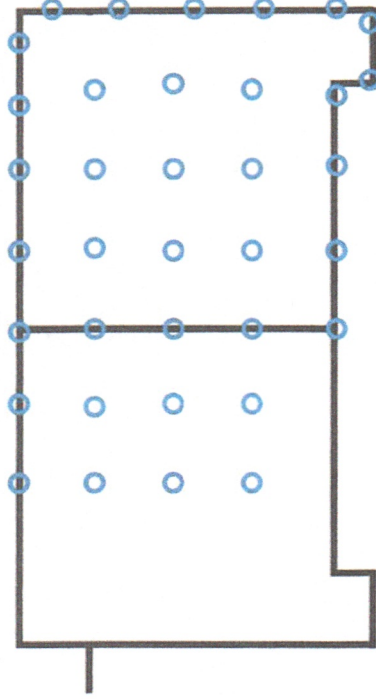
### **LIMITED LIFE OF STRUCTURE WARRANTY**

The warranty only covers the completed pilings installed under the grade beam/monolithic slab and is limited to a 3 ft. radius of influence. More than 3/8 inch of settlement **8**

Elevations



Underpinning Placement & Targeted Lift Zone



Prepared for:

SCALE 1"=15'

Drawing #2837OAKS Date: 07/20/2020 Prepared by: Walt Childers 979-739-8288

Property Address: 2837/2839 Oakside, Bryan, TX

BRAZOS VALLEY SOLUTIONS

429 Shady Creek Dr.

Bryan, Texas 77808

Office: 979.589.2420 [cimplesolutions@live.com](mailto:cimplesolutions@live.com)



# BRAZOS Valley Solutions LLC

## AGREEMENT/CONTRACT

**Brazos Valley Solutions LLC**, called Contractor and **Beal Properties**, called Owner / Agent, agree that Contractor will furnish labor, materials, and equipment to perform the work described to the structure:

Located at: 2845 Oakside, Bryan, Texas 77802  
ADDRESS CITY STATE ZIP

### WORK TO BE PERFORMED LIMITED REPAIR:

Underpin and raise the foundation to as near acceptable as practically possible, using 12 Pro-Max Pilings™ per attached drawings and made part of this agreement. Clean up and haul off all debris due to above work.

**COST OF THE ABOVE-DESCRIBED WORK: \$ 6,288.00** (after Realtor discount)

### **OWNER / AGENT AGREE TO MAKE PAYMENT AS FOLLOWS:**

**\$ 3,144.00 Upon signing agreement and \$ 3,144.00 upon completion.**

### **GENERAL CONDITIONS AND TERMS OF AGREEMENT/CONTRACT INDUSTRY STANDARD**

- Contractor will not attempt to make the property perfectly level.**
- This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60<sup>th</sup> day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.
- Contractor will provide labor, materials, and equipment to complete the work in a workmanlike manner.
- Contractor will call for line checks as required by state law.
- Contractor will not be responsible for any damage to plumbing caused by Contractor, as a result of lifting, excavating, drilling, driving pilings, and leveling. **CONTRACTOR WILL NOT BE RESPONSIBLE FOR REPAIRING PRE-EXISTING PLUMBING PROBLEMS, DETERIORATED PIPES, AND BURIED ELECTRICAL WIRING** (CABLE TV, PHONE, LAWN SPRINKLER, POOL EQUIPMENT, ECT...).
- When leveling the foundation condition may appear that were not visible when your estimate was prepared, example no steel in your perimeter concrete beam, and or other structural deficiencies. In such cases, owner will have the choice of terminating this agreement and receiving a partial refund or of proceeding with the work with no warranty.
- When lifting a foundation, it is possible that sheetrock, wallpaper, plaster, roofing, bricks, and/or other materials may crack or wrinkle. Therefore, it is agreed between Owner and Contractor that this contract does not include repairing or replacing any materials or systems not specifically included in this agreement. Contractor shall not be responsible for the cost of any such repairs. It is also agreed that Contractor shall not be responsible for trees, plants, shrubs, or other plants that maybe damaged when the work is performed.
- Owner and Contractor agree that any dispute, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to the Texas General Arbitration Act in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA. In the event of arbitration, the losing party agrees to pay the winning parties' cost, including reasonable attorneys' fees. Contractor and Owner agree to pay interest at 18% on any amounts that are not paid on time.
- Owner may order new work, which is not described in this agreement with a change order describing such work signed and dated. No oral representation by anyone can change this agreement.
- In order to be binding on Contractor, this contract must be signed by all owners / agents in the spaces showed below, and returned within 30 days from May 10, 2021.**
- OTHER: Provide Professional Engineer certificate upon completion.

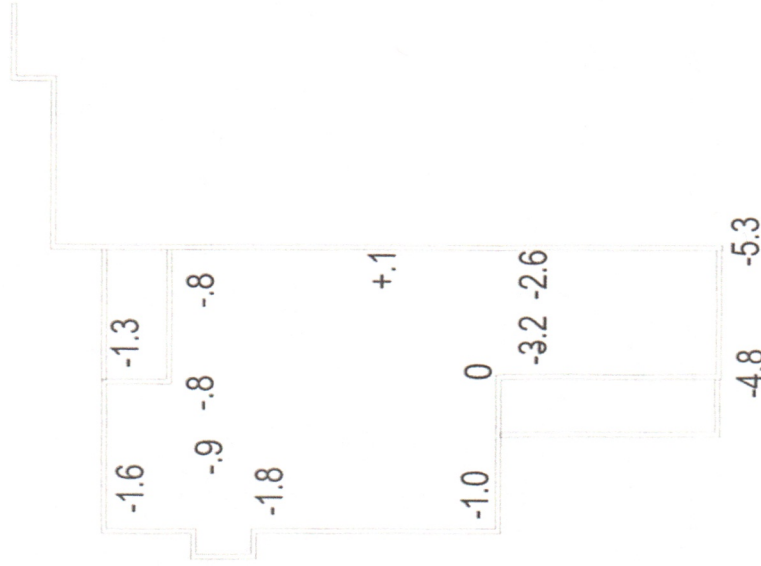
**CONTRACTOR AND OWNER/AGENT MUST SIGN ALL CHANGE ORDERS.**

OWNER / AGENT \_\_\_\_\_ DATE \_\_\_\_\_ **Brazos Valley Solutions LLC**

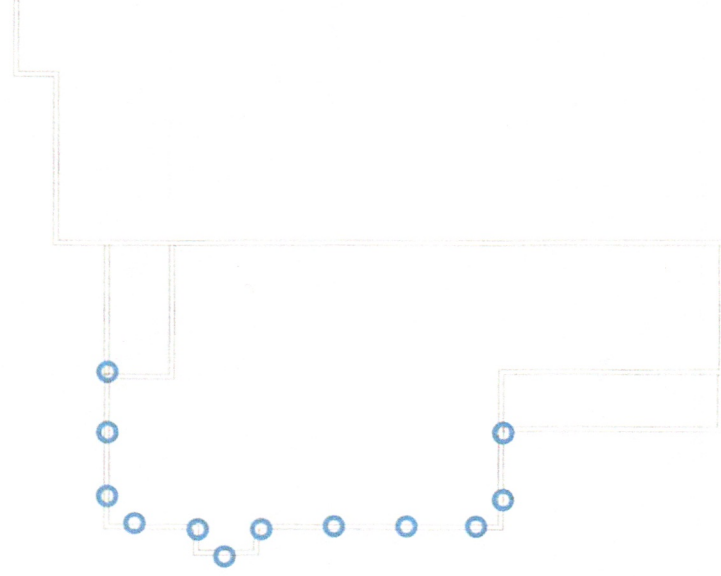
OWNER / AGENT \_\_\_\_\_ BY Walter R. Childers

**LIMITED LIFE OF STRUCTURE WARRANTY**

Elevation Survey



Underpinning Placemery



Prepared for: Beal Properties

SCALE 1"=15'

Drawing #2845OAKS Date: 5/05/2021 Prepared by: Walt Childers 979-739-8288

Property Address: 2845 Oaksside, Bryan, TX

BRAZOS VALLEY SOLUTIONS

429 Shady Creek Dr.

Bryan, Texas 77808

Office: 979.589.2420 cimplesolutions@live.com





Norman Construction Services, LLC.  
PO Box 223 Wellborn, TX 77881 Phone: (979)739-9392

## Bid Proposal

To – Beal Stacie Property Management

Attention – Hoa@bealbcs.com

From – JT Norman

Project – Oakside Dr.

Date – August 11, 2020

Pricing includes labor, equipment and materials for completion of the following scope of work.

### Driveway Improvements – Replacement

- Demolish a total of (16) driveways – 18,488 square feet
- Remove and haul off all existing concrete
- Replace each driveway with new concrete
- #4 rebar @ 16 OC, 3,000 psi

1. 2845 Oakside Dr.....	\$7,655.10
2. 2847 Oakside Dr.....	\$11,613.00
3. 2841/2843 Oakside Dr.....	\$10,368.75
4. 2837/2839 Oakside Dr.....	\$20,713.80
5. 2833/2835 Oakside Dr.....	\$10,783.50
6. 2829/2831 Oakside Dr.....	\$11,553.75
7. 2830/2828 Oakside Dr.....	\$13,698.60
8. 2825/2827 Oakside Dr.....	\$16,921.80
9. 2826/2824 Oakside Dr.....	\$10,854.60
10. 2821/2823 Oakside Dr.....	\$12,798.00
11. 2822/2820 Oakside Dr.....	\$16,116.00
12. 2819/2817 Oakside Dr.....	\$19,908.00
13. 2813/2815 Oakside Dr.....	\$11,731.50
14. 2811/2809 Oakside Dr.....	\$10,570.20
15. 2807/2805 Oakside Dr.....	\$19,291.80
16. 2801/2803 Oakside Dr.....	\$14,504.40
<b>Total Bid Price.....</b>	<b>\$219,082.80</b>

Thank you for the opportunity to bid this project. The above mentioned price quote is valid for 60 days. If you have any questions or concerns, please contact JT Norman at 979-422-4118.

\_\_\_\_\_  
Signature of Acceptance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

## ASSOCIATION MANAGEMENT AGREEMENT

This Agreement is made on January 1<sup>st</sup>, 2022, by and between Thigpin Real Estate Services LLC. (hereinafter referred to as "Beal Properties") and Oakhaven Community Association Inc. (hereinafter referred to as "the Association").

WHEREAS, the Association is responsible for the collection of dues from its Members, and the maintenance, repairs and replacement of the common areas and areas of common responsibility, as defined in the Declaration of Protective Covenants, in the development commonly known as Oakhaven Community Association Inc. ., and;

WHEREAS, the Association wishes to employ Beal Properties as its agent to assist in the discharge of the Association's day-to-day responsibilities;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed:

1. As of the Effective Date, herein defined, the Association hereby appoints Beal Properties, and Beal Properties does hereby accept appointment, as the exclusive Association Manager of Oakhaven Community Association Inc.

2. Beal Properties shall provide all the services as provided in Attachment "A", as well as all of the following specific services:

a. Contract, on behalf of the Association upon approval of the Board of Directors, with independent contractors and service providers to provide for community service and/or general maintenance necessary for the common areas, landscaping, resident safety, and welfare of which the Board is required to or elects to afford its members.

b. Obtain and submit to the Board of Directors, bids for service and maintenance tasks as required by the Association. Beal Properties shall obtain, when possible, three (3) bids for annual service & maintenance contracts, when requested by the Board of Director, but not more than once per year, per service. Beal Properties will assist in analyzing the bids and qualifications of the vendors and make recommendations to the Board of Directors. Beal Properties is not liable or responsible for any actions or inactions of any recommended vendor. All discounts offered by vendors for work or supplies for, or at, the Association shall convey to the Association.

c. The management of large-scale projects outside the scope of day-to-day operations is available for an additional fee of ten (10) percent of the project expense. Examples of these projects include but are not limited to paving/sealing of roadways; insurance claims, building renovations, and capital improvement projects.

d. If repairs are required to the common area, Beal Properties is authorized to contract on behalf of the Association for said repairs in an amount not to exceed \$1,000.00 for any single item of



repair without any specific authorization from the Association prior to expending the funds. In the event that an emergency repair is necessary, Beal Properties is authorized to expend any amount not to exceed \$2,500.00 for an individual item of emergency repair without specific authority or direction from the Association. As used herein, "emergency repair" shall mean any repair necessary to preserve the property of the Association or eliminate eminent danger to life or property or maintain necessary services.

e. Collect all assessments, or dues owing to the Association from its members. Beal Properties' responsibility in this respect shall extend to mailing notices of delinquency if needed. The Association authorizes Beal Properties to bill and receive assessments and other amounts due to the Association. The Association must choose to either have their receipts deposited in an operating account under the Association's name and not commingled with funds of any other party, including Beal Properties, or have their receipts deposited in an operating account under the Association's name. If requested by the Association, Beal Properties will make deposits into the Association's reserve account but will not make any withdrawals from it.

f. Ninety (90) days or more after notification has been sent to a delinquent owner, Beal Properties will initiate legal action for the collection of any delinquent dues. All legal fees are to be assessed against the Owner and recovered before the account is cleared, unless otherwise directed by the Board of Directors.

g. To the extent the Association is required by its Articles of Incorporation, By-laws, or a Declaration of Covenants and Restrictions, to maintain any improvements which are not situated in the common area, Beal Properties will contract-upon approval of the Board of Directors- with independent contractors to provide such maintenance subject to the same standards and limitations applicable to services provided for maintenance of the common areas.

h. Maintain a digital file containing documents relative to administration and ownership; and update the file as necessary. Such file shall include a current and complete roster of owners and other data necessary to properly administer the Association's affairs, providing such data is made available to Beal Properties.

i. Maintain a fiduciary bond(s), insuring all employees who handle funds on behalf of the Association. Beal Properties shall not be liable for any loss or damage not caused by its own negligence or breach of this Agreement.

j. Provide year-end financial data to the Association's designated tax preparer.

k. Cooperate fully with the independent certified public accountant in the conduct of the annual audit to include making all records, books, and accounts available for their inspection and review and to deliver such records to the designated CPA for tax preparation and audit, if required.

l. Assist the Board of Directors in preparing a proposed annual operating budget each year.



m. Perform routine inspections for covenant violations of the community and follow-up reviews of any violations found; keep a record for the Architectural Committee as appropriate. Potential problems will be addressed, and solutions proposed to the Board of Directors.

n. Report to the Association's Board of Directors on any violations of the Association's governing documents that come to the attention of management for action, as appropriate.

o. Communicate with Association's members responding to telephone calls, correspondence, and fax in a timely manner. Beal Properties will maintain a telephone number during regular business hours Monday through Friday of each week, excluding holidays. An answering service will be provided at other times for emergency services. All communication with the Owners of the Association shall be in a businesslike manner.

p. Provide advice and expertise on proper common property maintenance and safety.

q. Accounting functions will include keeping of the accounting books and records of the Association, all of which will at all times be understood to be the property of the Association, and to furnish a monthly summary statement of income and expense, balance sheet, schedule of accounts payable and receivable and print-out of the general ledger of the Association's books, as well as other such accounting reports as shall be mutually agreeable prepared in accordance with GAAP, unless otherwise approved by the Board. Beal Properties will store, upon agreement of the Association, at its offices or other satisfactory location under the control of Beal Properties, all books, records, files, program, documents, and procedures for this Agreement per the retention policy, to the extent that such is provided to Beal Properties.

r. Provide the Board of Directors a meeting packet prior to each regularly scheduled Board meeting.

s. Attend four (4) regularly scheduled Board of Directors' meetings and one (1) Annual Meeting by the Associations' Property Manager for the purpose of providing any information the Board may require. Meeting facilities are available at the Beal Properties office at no charge to the Association, on a first come, first serve reservation basis. Additional HOA meetings that the Board requests Beal Properties to attend will be billed at a rate of \$75.00/hr.

t. Provide Association Resale or Disclosure Packets as required. For this service Beal Properties shall be entitled to collect an Admin Fee (separate and distinct from any other compensation provided herein), paid by either the buyer or seller at closing.

u. Reimbursable expenses will include legal fees for services required to be performed by Beal Properties pursuant to the terms of this Agreement, postage and materials for mail outs, and special copying as requested by the Board of Directors. Large scale copying will be outsourced to a copying vendor at cost.

3. The Association shall:



a. Operate in a manner consistent with the duties imposed by statute and by the Association's governing documents. The Board shall act as the decision-making body for the Association.

b. Indemnify and hold Beal Properties (as well as its representatives, agents, and employees) harmless from any loss or from any cause whatsoever arising out of Beal Properties acting on behalf of the Association. The Association agrees to promptly and diligently, at its own expense, defend any claim, action or proceeding against Beal Properties which arises out of its agency relationship with the association, and to pay any claim or reimburse Beal Properties any money, which it is, required to pay out in connection with its agency relationship with the Association. Notwithstanding any other provision of this Agreement, the Association shall not be responsible for defending or paying any claim arising from any gross negligence or willful misconduct on the part of Beal Properties, its agents, or employees.

c. If required by the governing documents, or otherwise under Texas law, maintain liability insurance insuring those using the common areas, as well as appropriate fire and hazard insurance policies protecting any improvements owned by the Association, prior to approval of the Board.

d. Refrain from entering into any employment negotiations with or hire any of Beal Properties' employees during the term of this Agreement or for a period of one (1) year after the termination of this Agreement without the prior written consent of Beal Properties.

4. Services excluded from this Agreement, include:

a. Dispute resolution: Extended time related to disputes which would involve a significant amount of administrative time would be negotiated prior to incurring the cost. Areas where this time may occur include court appearances, depositions, warranty disputes, and insurance claim disputes.

b. Extra meetings: Attendance at additional Board meetings other than those described in paragraph 2.r. above.

c. Accounting and legal services: The Association shall be responsible for the engagement of attorneys and accountants to provide, at the Association's expense, any legal and accounting services not required to be performed by Beal Properties pursuant to the terms of this Agreement.

d. Annual certified audit: The Association shall conduct, at its own expense, an annual certified audit of the financial statement prepared by Beal Properties and of the system of internal control utilized by Beal Properties in maintaining the Association's records. (This provision may be waived upon the consent of the Association.)

5. This agreement constitutes an agency relationship only. The term of this agreement shall be for one (1) year commencing January 1<sup>st</sup>, 2022, for \$425.00 per month. Fees will be paid on the 7<sup>th</sup> day of each month, or if the 7<sup>th</sup> falls on a weekend, on the business day closest to the 7<sup>th</sup>. This contract



will automatically renew for subsequent one year terms, unless the Agreement is terminated by either party, pursuant to the terms of this Agreement.

6. This Agreement may be terminated with or without cause by either party with prior written notice to the other party. Such notice shall be delivered at least sixty (60) calendar days prior to termination. Receipt of such notice shall be deemed accepted if hand-delivered or mailed via First Class Mail by one party to the other party. The parties shall observe the following termination procedures:

a. Turnover of records: The following records shall be provided to the Association by Beal Properties within forty-five (45) days of the date of the termination of this Agreement: Copies of all financial, accounting, and legal records retained by Beal Properties, including, but not limited to tax returns, bank statements, financial statements, general ledgers, accounts payable, and monthly assessment records, Association minutes, rosters, and contracts.

b. Certified audit: Upon termination of this Agreement, the Association may, at its own expense, engage the services of a duly licensed Certified Public Accountant to render a certified audit of the financial statement of the Association for the current financial period ending on the termination date and commencing at the beginning of the latest fiscal year of the Association or six (6) months from the termination date, whichever period shall be longer.

c. Association funds and bank accounts: Beal Properties shall terminate all signature authority it may have in any bank account of the Association. Any funds belonging to the Association shall be returned to the Association on the termination date of this Agreement, with the exception that Beal Properties may, at its discretion, retain in an escrow account the sum of money which is necessary to pay accounts payable which are the obligation of the Association to pay but which have been contracted for in the name of Beal Properties. In the event it retains any of the sums described herein, Beal Properties shall provide to the Association an accounting showing the purposes of the retention at the time it returns the remaining funds to the Association.

d. Beal Properties shall not have any lien rights whatsoever upon termination of this Agreement.

7. Beal Properties hereby discloses to the Association that it has no financial interests or ownership interests in companies with which the Association presently does business or which Beal Properties does business and which will provide the Association with certain goods and/or services. In the event that Beal Properties establishes any financial or ownership interests as described herein, such interests shall be disclosed immediately to the Association. Any contract or other agreement between Beal Properties and any entity in which Beal Properties has a financial interest, or work undertaken or service provided by Beal Properties not included within the basic services specified herein, shall be upon terms no less favorable to the Association than could be obtained from entities in which Beal Properties has no financial interest, and the price at which any services are rendered and materials furnished by Beal Properties or its affiliates shall



not exceed the price charged by unaffiliated entities rendering comparable service or furnishing comparable materials.

9. This Agreement shall be construed in accordance with the laws of the State of Texas and shall bind and insure to the benefit of the parties hereto and their successors and assigns. This Agreement shall constitute the entire Agreement between the parties hereto, and no variance or modification shall be enforceable except by written amendment executed by all of the parties to this Agreement.

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**OAKHAVEN COMMUNITY ASSOCIATION INC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THIGPIN REAL ESTATE SERVICE LL. D/B/A BEAL PROPERTIES**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



903 S. Texas Avenue  
College Station, TX 77840  
(979)764-2500 www.bealbcs.com

**Beal Properties Inc. is a full-service HOA management company. Below is a comprehensive list of services we provide as part of our Standard HOA Management Agreement.**

**HOA Board Meeting HOA Board Meetings**

- Prepare Board packages in advance of meetings
- Maintain on file historical minutes
- Notice of meetings-prepare and distribute agendas, notices, ballots, proxies, etc.
- Schedule and attend hearings with homeowners, during business hours, prior to Board Meetings when necessary

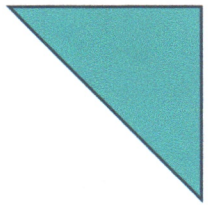
**HOA Annual Board Meeting**

- Prepare and distribute all paperwork associated with the annual meeting (agenda, proxy, ballot, etc.)
- Manage all returned proxies and keep Board informed of whether quorum has been achieved
- Attend meeting and provide administrative support (check people in, hand out ballots, count ballots if vote takes place, etc.)
- Run Annual Meeting if desired by Board
- Prepare process, follow up on, and maintain records of all work orders for the Association. In addition, work order reports can be provided as part of each Board package to provide the Board with an overview of all work orders issued since the last Board meeting.
- Prepare and maintain copies of all correspondence on behalf of the Association in an organized fashion.
- Purge files annually, label appropriately for future reference if needed, and send to storage.
- Process incoming and outgoing mail.
- Respond to all e-mail correspondence in a timely fashion
- Prepare and/or distribute newsletters per contract.
- Maintain homeowner information database and keep current on daily basis.
- Provide organized filing system to maintain and reference as needed
- Create and mail violation letters, architectural requests responses, and other correspondence to homeowners as needed.
- Provide for 24/7 after hours answering and emergency services.
- Maintain corporate documents
- Change of Ownership/Escrow Services
- Provide all rules/policy information to new homeowners as well.





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- Serve as primary contact and liaison for Board with but not limited to: Homeowners, Association vendors, Legal counsel, Insurance brokers/agents, all parties involved in home sales (lenders, assessors, title companies, h/o's, realtors)
- Provide a full-time person in our office to interact with all parties involved in a real estate transaction.
- Provide a team of customer Service Professionals to handle all incoming calls from homeowners, vendors, parties to a real estate transaction, vendors, board members etc., including a dedicated person to your community that is familiar with the community, rules and policies, and practices as established by the Board.
- Provide for the creation and maintenance of an Association web site if desired by the Board.
- Assist Board with CCR/Governing document interpretation, compliance with Texas laws, and guidance for the board drawing from our experience on all other issues associated with managing the Association.
- Manage and assure all required Association insurance is in force and renewed annually.
- Serve as primary contact for any legal issues in community.

### **Property Management Services**

- Conduct routine site inspections of the community for the purpose of identifying CCR/rule violations and checking on the performance of Association vendors. Inspections are generally focused on seasonal demands like pool, landscape, drainage, and always follow CCR compliance requirements and routine follow up of vendor activity and performance.
- CCR/Rule Enforcement-Provide assistance to Board to enforce all rules and regulations, CCR's, etc.
- Violation report included in each Board package for Board review. Beal Properties to note violations during on-site inspections and sends letters promptly to those in non-compliance.
- Bids and Routine Maintenance
- Prepare bid specifications for larger jobs and oversee bid process
- Coordinate entire process of handling small maintenance issues in the community
- Maintenance calls come to our office. Work orders are issued to the proper vendor depending upon the nature of the work.
- Major repairs are inspected by management prior to issuing a work order
- Manage and oversee all vendors associated with your community

### **HOA Financial and Accounting Services**

- Prepare and mail all billing statements to homeowners.
- Coordinate with bank to update our systems with cash receipts daily.
- Collect and deposit all payments and deposits made to our office on a daily basis.



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- Manage collection of delinquent accounts in our office for up to 90 days past due. Includes sending past due letters out.
- Coordinate with the Legal Office when accounts go 90 days or more past due. We automatically send accounts at 90 days past due to Legal Office for collections and then provide them with historical information, etc.
- Review and approve all invoices submitted for payment.
- Prepare all checks for review and signature by Board of Directors.
- Reconcile bank statements monthly.
- Prepare financials statements on a monthly or quarterly basis per contract on an accrual basis, including general ledger, income statement, and balance sheet.
- Annual Financial Review.
- Coordinate tax return preparation with Association CPA.
- Ensure Corporation Filing and annual Statement of Information is filed with the Secretary of State on an annual basis.
- Close out fiscal year and update system with new budget annually.
- Assist Board with preparing annual budget for coming year and distribute to all homeowners as required by Texas law (also includes all required disclosures as required by law).
- Prepare reserve checks for Board signature for related to Reserve Expenditures of transfers to Operating Account.
- Update vendor files annually. Reconcile, generate, and mail annual 1099's to required vendors.
- Answer homeowner and vendor inquiries regarding dues and receivables daily. Provide account recaps as needed.
- Provide current account balance to title companies during sale of homes in community.