

ANNUAL MEETING OF THE MEMBERS OF THE NOTTINGHAM WEST CIVIC CLUB, INC.

DATE: 25th January 2018
TIME: 7:00 PM CST
LOCATION: Nottingham Park Meeting Room
926 Country Place Dr.
Houston, TX 77079

JANUARY ANNUAL MEETING AGENDA

- I. Call to Order
- II. Adoption of the Agenda
- III. Adoption of the Minutes
- IV. Constable's Report
- V. Officer Reports
 - a. President
 - b. Treasurer
 - c. Financial Review
- VI. Committee Reports
- VII. New Business
 - a. Crest Management- submitted letter of Termination
 - b. New Management Company
 - c. Liens- Collection Enforcement – BOD Vote
 - d. 2018 Pool Opening Hours - Release, Waiver Of Liability
 - e. Pool Facilities remodeling project- Update
- VIII. Proposed Business for April 2018 Meeting
 - a. Motions from the homeowners -Two minute limit per homeowner
- IX. Adjournment

MINUTES OF THE ANNUAL HOMEOWNER MEETING OF THE NOTTINGHAM WEST CIVIC CLUB, INC., WHICH WAS HELD ON OCTOBER 28th, 2017 AT THE NOTTINGHAM WEST PARK LOCATED AT 831 CARLINGFORD LN, HOUSTON, TEXAS 77079.

DIRECTORS AND OFFICERS PRESENT: Luis Miramontes (President), Nancy Bailey, Fuping Zhu.

DIRECTORS AND OFFICERS ABSENT: James Abel (Vice-president) Rosanna Hinde (director) Reed Brown (director)

CALL TO ORDER: The meeting was called to order at 9:06 a.m.

ADOPTION OF AGENDA: Motion was made, seconded and carried to approve the Agenda as presented.

ADOPTION OF MINUTES: Minutes of the Quarterly meeting held on July, 2017 were approved.

CONSTABLE'S REPORT: No constable attended the meeting. A constable came in, after the meeting, and indicated there were no major security issues to report. He reminded us that constables can usually respond quicker than the City of Houston police. Phone number for the Constable is 281-463-6666.

OFFICER REPORTS:

a) President – Luis Miramontes

An update was provided on pending contract renewals and other items:

1. 2018 Annual Fee-No increase
 - a. A review of the community 2017 budget, including the fee increased authorized in May 2017, and expenses incurred during 2017 indicates an increase to the annual fee for 2018 is not required as the expected increases on some contracts renewals like constables, pool services etc. can be absorbed within current budget. The officers explained that this was a result of savings obtained by re-negotiating contracts, including trash collection services, engaging different suppliers and keeping control of expenses.
2. Constable Contract- Three Percent (3%) increase expected 2018.
 - a. The community was informed that the HOA was informed that there will be a three percent (3%) increase in the contract renewal for constable security services for 2018.
3. Trash Collection Contract renewal-
 - a. The community was informed that a two (2) year extension to the existing contract with no increase to existing rates was agreed with current trash collector.
4. Pool Slide Replacement-
 - a. The existing Pool Slide is no longer safe to use and need to be replaced. Quotes for three (3) different slide replacement options were sought out from different service suppliers and presented to homeowners during the meeting. A vote was held to proceed with the slide replacement with the intermediate option SR VORTEX Slide. Slide to be provided and installed by Sweetwater Pools Company
 - b. The results of the slide replacement vote were 16 on favor and 3 against. The slide was ordered November 2017 and should be installed by 1Q2018.
5. Pool Hours- A number of residents has requested the pool be opened offseason. After researching pool usage in surrounding neighborhoods and obtaining advise from community legal counsel. The pool will be opened to residents who wish to use the pool at their own risk, defined as no lifeguards being present, provided they sign a **“RELEASE, WAIVER OF**

LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT for use of NOTTINGHAM WEST CIVIC CLUB SWIMMING POOL”, located at 831 Carlingford Ln, Houston TX 77079. Pool extended hours will run from 6AM to 10PM, March 1st to November 30th each year. New pool rules governing the use of the pool have been reviewed with legal counsel and will be placed at the pool.

c) Treasurer – Nancy Bailey

Liens were placed in three (3) properties with outstanding delinquent accounts. One account was in bankruptcy but has been discharged. Collection efforts are underway.

d) Secretary – Fuping Zhu

She recorded the list of attendees to meeting and provided a copy of the MOM for the July 2017 to those residents that required a copy. After the meeting she indicated that due to family related issues she was not longer able to support the officers. She then tendered her resignation.

ARCHITECTURAL CONTROL COMMITTEE (ACC) REPORT: UPDATE

The ACC Committee reported following activity during the meeting:

1. 77 new homes/additions/modifications to existing homes have been approved for construction
2. 70 new homes/additions/modifications have been completed
3. 2 new homes are under construction:
 - 14011 Barryknoll Lane
 - 14015 Woodthorpe Lane
4. 3 additions/modifications to existing homes are under construction
5. No new home is currently in ACC review
6. 10 homes are for Sale
7. No homes are for Lease/Rent
8. 5 existing homes have been demolished and the lots are for sale for new home construction
9. 3 sets of plans for new homes/additions/modifications to existing homes have been submitted, but require additional information to reviewed and approved

NEW BUSINESS:

- a) A motion was made to get bids to repair/upgrade pool area. Ceiling fans are broken, restrooms need painting, caulking and other maintenance, slide is nonfunctional and should be removed or replaced, pool furniture in poor condition. The officers will draft a scope of work to request quotes for the pool area renovations. Bids will be sourced from several contractors and presented to community for a vote.

ADJOURNMENT:

A homeowner made a motion to adjourn the meeting and it was endorsed. The meeting was adjourned at 11:00 A.M.

APPROVAL:

Luis Miramontes (NWCC President)
Authorized Officer

Nov 10th, 2017
Date

PROXY

for the

2018 ANNUAL MEETING OF THE MEMBERS

of the

NOTTINGHAM WEST CIVIC CLUB, INC.

The undersigned, being all of the owners of the property described below or acting in accordance with the wishes of all of the owners of said property, do hereby appoint _____ (if no individual is designated, the proxy will be used for quorum purpose only) as my I our proxy, with full power to vote on my behalf as if I/we were present and voting on all matters properly brought before the members of the Nottingham West Civic Club, Inc. (the "Association") at the 2018 Annual Meeting of the Members to be held on the 25th day of January, 2018, and any continuation or adjournments thereof, and to represent, vote and otherwise act for me/us in the same manner and with the same effect as if I/we were personally present.

I/We authorize my proxy holder to substitute any other person to act under this proxy, to revoke any substitution, and to file this proxy and any substitution or revocation with the Association. The proxy is revocable at any time before it is exercised, and the undersigned reserves the right to attend the meeting and vote in person.

Property Address in Nottingham West Civic Club, Inc.

Signature

Print Name

Date

In order to conduct official business, a quorum of 15 lots owners must be present, either in person or by proxy. If you are unable to attend the meeting, you have the option of sending your proxy with a neighbor, mailing it to Luis Miramontes, 14122 Pinerock Ln, Houston, Texas 77079 or emailing it to nwcc@earthlink.net.

Nottingham West Civic Club	
Approved 2018 Budget	
Annual assessments per lot	\$680.00
Revenues:	
Maintenance Fees	237,320
Trash Reimbursement	25,128
Construction Deposit	-
Lien Filing Fees	-
Interest on unpaid assessments	2,000
Interest Income	250
Miscellaneous Income	150
Revenues	264,848
Less Uncollected	6,684
Total Revenues	258,164
Expenses:	
Administrative	
Administrative Contract	12,000
Administrative - Other	200
Office Supplies	150
Copies	600
Postage	800
Community Mailouts	300
Meetings	500
Administrative Notices	2,300
Deed Restriction Expenses	250
Record Storage	300
ACC Expenses	100
Total Administrative	17,500
Professional Services	
Legal - Corporate	3,000
Legal - Collections	3,000
Legal - Collections Billed to Owners	-
Legal - Deed Restrictions	500
Legal - Deed Restrictions Billed to Owners	-
Tax Preparation & Audit	700
Total Professional Services	7,200
Grounds Maintenance	
Landscape Contract - NWCC	4,000
Landscape Contract - NMF	5,000
Pool & Park Lawn Maint	1,000
Ant Treatment & Fertilizing	500
Annual Mulch	1,000
Landscape Extras	300
Landscape - Other	150
Irrigation Repairs	-
Playground Repairs & Maint	1,000

Nottingham West Civic Club	
Approved 2018 Budget	
Annual assessments per lot	\$680.00
Force Mows	100
Force Mows - Billed Back to Owner	-
Recreation Supplies/R & M	-
Other Repairs & Maint	-
Total Grounds Maintenance	13,050
Pool	
Pool Contract	38,425
Extra Services	-
Repairs & Maintenance	2,500
Furniture & Equipment	500
Supplies & Pool Tags	1,000
Total Pool	42,425
Utilities	
Electricity - Meters	6,000
Water & Sewer	3,000
Telephone	700
Patrol Services	77,249
Mosquito Fogging	900
Trash Service	50,088
Total Utilities	137,937
Other Expenses	
Property Taxes	10
Bank Fees	-
Insurance	12,134
Depreciation	-
Web Site Maintenance	600
Community Events	50
Newsletter/Communications	200
Miscellaneous	250
Bad Debts	650
Capital Reserve Fund	10,470
Total Other Expenses	24,364
Total Expenses	242,476
Surplus (Deficit)	22,372

Nottingham West Civic Club
Balance Sheet
December 31, 2017

PRELIMINARY

ASSETS:

CASH

MOB - Operating	\$	46,178.62	
MOB- Petty Cash		746.76	
MOB - Money Market		56,000.20	
Due from Reserve		24,140.79	
TOTAL CASH			\$ 127,066.37

RESERVE FUNDS

MOB - Reserve		3,014.30	
MOB - Park Reserve		13,973.50	
Due to Operating		(24,140.79)	
TOTAL RESERVE FUNDS			(7,152.99)

RECEIVABLES

2012 Maintenance Fees		1,945.20	
2013 Maintenance Fees		608.04	
2014 Maintenance Fees		1,872.08	
2015 Maintenance Fees		1,444.08	
2016 Maintenance Fees		1,536.85	
2017 Maintenance Fees		11,493.84	
2018 Maintenance Fees		(43,551.73)	
Finance Charges		2,122.38	
Collection Costs		485.00	
Legal Fees		2,079.23	
Allowance for Bad Debts		(6,699.33)	
TOTAL RECEIVABLES			(26,664.36)

Nottingham West Civic Club
Balance Sheet
December 31, 2017

PRELIMINARY

OTHER ASSETS

Prepaid Insurance	\$	5,778.00	
Trash Reimbursement-City		12,564.00	
TOTAL OTHER ASSETS	\$		18,342.00
TOTAL ASSETS	\$		111,591.02

LIABILITIES:

Accounts Payable	\$	1,832.79	
Construction Deposits		29,250.00	
Deferred Maintenance Fees		(0.02)	
TOTAL LIABILITIES	\$		31,082.77

EQUITY:

RESERVE FUNDS

Reserve Funds		(10,028.43)	
Reserve Fund Interest		4.49	
Park Improvement Funds		2,850.00	
Park Improvement Interest		20.95	
TOTAL RESERVE FUNDS			(7,152.99)

MEMBERS EQUITY		58,724.24	
CURRENT YEAR SURPLUS (DEFICIT)		28,937.00	
TOTAL MEMBERS EQUITY			87,661.24
TOTAL LIABILITIES AND EQUITY	\$		111,591.02

Nottingham West Civic Club
INCOME STATEMENT - BUDGET COMPARISON
For the Year Ended December 31, 2017

PRELIMINARY

	DEC ACTUAL -----	DEC BUDGET -----	VARIANCE -----	YTD ACTUAL -----	YTD BUDGET -----	VARIANCE -----	ANN'L BUDGET -----	REMAINING -----
REVENUES:								

Maintenance Fees	19,777	18,057	(1,720)	227,004	216,686	(10,318)	216,686	(10,318)
Trash Reimbursement	2,094	2,094		29,316	25,128	(4,188)	25,128	(4,188)
Interest on Unpaid Assessments		150	150	3,190	1,725	(1,465)	1,725	(1,465)
Interest Income	10	21	11	120	250	130	250	130
Miscellaneous Income		8	8	390	100	(290)	100	(290)
TOTAL REVENUES	21,881	20,330	(1,551)	260,020	243,889	(16,131)	243,889	(16,131)
EXPENSES:								

ADMINISTRATIVE								

Administrative Contract	2,000	1,000	(1,000)	13,000	12,000	(1,000)	12,000	(1,000)
Administrative - Other				179		(179)		(179)
Office Supplies	35	13	(22)	140	150	10	150	10
Copies	275	150	(125)	631	1,800	1,169	1,800	1,169
Postage & Delivery	166	125	(41)	509	1,500	991	1,500	991
Community Mailouts				188		(188)		(188)
Meetings				320	42	(278)	42	(278)
Administrative Notices	1,064	192	(872)	2,331	2,300	(31)	2,300	(31)
Deed Restriction Expenses		42	42	15	500	485	500	485
Record Storage	45		(45)	265		(265)		(265)
ACC Expenses		8	8		100	100	100	100
TOTAL ADMINISTRATIVE	3,585	1,530	(2,055)	17,578	18,392	814	18,392	814
PROFESSIONAL FEES								

Legal - Corporate	880	417	(463)	3,129	5,000	1,871	5,000	1,871
Legal - Collections		417	417	744	5,000	4,256	5,000	4,256
Legal Coll - Billed to Owners				(744)		744		744
Legal - Deed Restrictions		83	83	41	1,000	959	1,000	959
Legal DR - Billed to Owners				(41)		41		41
Tax Preparation & Audit		50	50	600	600		600	
TOTAL PROFESSIONAL FEES	880	967	87	3,729	11,600	7,871	11,600	7,871

Nottingham West Civic Club
 INCOME STATEMENT - BUDGET COMPARISON
 For the Year Ended December 31, 2017

PRELIMINARY

	DEC ACTUAL	DEC BUDGET	VARIANCE	YTD ACTUAL	YTD BUDGET	VARIANCE	ANN'L BUDGET	REMAINING
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GROUNDS MAINTENANCE								

Landscape Contract - NWCC				1,955		(1,955)		(1,955)
Landscape Contract - NMF		583	583	6,956	7,000	44	7,000	44
Pool & Park Lawn Maint		167	167	760	2,000	1,240	2,000	1,240
Ant Treatment & Fertilizing		167	167		2,000	2,000	2,000	2,000
Annual Mulch		83	83		1,000	1,000	1,000	1,000
Landscape Extras	200	25	(175)	200	300	100	300	100
Landscape - Other		13	13	200	150	(50)	150	(50)
Force Mows		8	8		100	100	100	100
Playground Repairs & Maint				1,425		(1,425)		(1,425)
Recreation Supplies/R & M				137		(137)		(137)
TOTAL GROUNDS MAINTENANCE	<u>200</u>	<u>1,046</u>	<u>846</u>	<u>11,633</u>	<u>12,550</u>	<u>917</u>	<u>12,550</u>	<u>917</u>
POOL								

Pool Contract & Lifeguard	(1,070)	3,086	4,156	34,624	37,034	2,410	37,034	2,410
Extra Services				235		(235)		(235)
Repairs & Maintenance	178	208	30	1,461	2,500	1,039	2,500	1,039
Furniture & Equipment	13,340	42	(13,298)	13,340	500	(12,840)	500	(12,840)
Supplies & Pool Tags				479		(479)		(479)
TOTAL POOL	<u>12,448</u>	<u>3,336</u>	<u>(9,112)</u>	<u>50,139</u>	<u>40,034</u>	<u>(10,105)</u>	<u>40,034</u>	<u>(10,105)</u>
UTILITIES								

Electricity - Meters	492	625	133	5,596	7,500	1,904	7,500	1,904
Water & Sewer	110	225	115	2,968	2,700	(268)	2,700	(268)
Telephone	60	58	(2)	749	700	(49)	700	(49)
TOTAL UTILITIES	<u>662</u>	<u>908</u>	<u>246</u>	<u>9,313</u>	<u>10,900</u>	<u>1,587</u>	<u>10,900</u>	<u>1,587</u>
TRASH COLLECTION SERVICES								

Trash Service	4,174	4,174		50,088	50,088		50,088	
TOTAL TRASH COLLECTION SERVICE	<u>4,174</u>	<u>4,174</u>		<u>50,088</u>	<u>50,088</u>		<u>50,088</u>	

Nottingham West Civic Club
 INCOME STATEMENT - BUDGET COMPARISON
 For the Year Ended December 31, 2017

PRELIMINARY

	DEC ACTUAL -----	DEC BUDGET -----	VARIANCE -----	YTD ACTUAL -----	YTD BUDGET -----	VARIANCE -----	ANN'L BUDGET -----	REMAINING -----
PATROL SERVICES								

Patrol Services	6,250	6,631	381	74,999	79,187	4,188	79,187	4,188
TOTAL PATROL SERVICES	6,250	6,631	381	74,999	79,187	4,188	79,187	4,188
PEST CONTROL SERVICES								

Mosquito Fogging	183	108	(75)	989	1,275	286	1,275	286
TOTAL PEST CONTROL SERVICES	183	108	(75)	989	1,275	286	1,275	286
OTHER								

Property Taxes	10	1	(9)	10	10		10	
Insurance	963	941	(22)	11,421	11,286	(135)	11,286	(135)
Web Site Maintenance	247	50	(197)	426	600	174	600	174
Community Events		4	4		50	50	50	50
Newsletter/Communications		33	33	132	400	268	400	268
Miscellaneous		21	21		250	250	250	250
Bad Debts		557	557	618	6,669	6,051	6,669	6,051
TOTAL OTHER	1,220	1,607	387	12,607	19,265	6,658	19,265	6,658
CAPITAL RESERVE FUND								

Capital Reserve Fund		346	346		4,137	4,137	4,137	4,137
TOTAL CAPITAL RESERVE FUND		346	346		4,137	4,137	4,137	4,137
TOTAL EXPENSES	29,602	20,653	(8,949)	231,075	247,428	16,353	247,428	16,353
SURPLUS (DEFICIT)	(7,721)	(323)	7,398	28,945	(3,539)	(32,484)	(3,539)	(32,484)

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and
INDEMNITY/HOLD HARMLESS AGREEMENT for use of
NOTTINGHAM WEST CIVIC CLUB SWIMMING POOL**

1. Defined terms under this Agreement:

“Association” – shall mean Nottingham West Civic Club, Inc.

“Released Parties” – shall mean the Association, the Board of Directors, the Officers, the Association’s managing agent and each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool” – shall mean the Nottingham West Civic Club, Inc.’s swimming pool located at 831 Carlingford Street, Houston, TX 77079.

2. The undersigned User does hereby execute this *Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself (or on behalf of their minor child(ren) as designated below) and his or her heirs to apply to occurrences arising during times lifeguards are not on duty at the pool and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. User also acknowledges and understands that use of the Swimming Pool by User, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool.

**USER UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY DURING THE
TIMES USER WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS
AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREES TO ASSUME
ALL RISKS ASSOCIATED THEREWITH.**

3. The allowed use of the Swimming Pool by User under this Agreement, AT THEIR OWN RISK and during such times as NO LIFEGUARD IS ON DUTY is limited to Tuesdays through Sundays from 6 a.m., to 10 p.m., when no lifeguards are on duty between March 1st and November 30th, unless such dates and times are changed by the Board of Directors of the Association in its sole discretion.
4. The allowed use of the Swimming Pool by User is subject to User abiding by all Swimming Pool Rules and Regulations (Pool Rules are attached as Exhibit “A”).
5. Each person entering the Swimming Pool during the timeframe set forth in Paragraph 3 must execute an Agreement with the Association. User must also securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 5 by User will be the responsibility of the User for which the User does hereby agree to pay and indemnify and hold the Released Parties harmless there from.
6. User agrees to clean up any trash or other items left by User in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by User under this Agreement will be the responsibility of the User. Should the Association have to pay for any clean-up or damages by User under this Agreement, same must be reimbursed by the User to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 10% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.

7. In exchange for being permitted to use Swimming Pool during the designated times when lifeguards are not on duty and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned User (and/or on behalf of User's designated child(ren)), for himself or herself, and for User's heirs, releases and agrees not to make or bring any claim of any kind against the *Released Parties* for any of the following events that occur during times lifeguards are not on duty: (1) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (2) any injury (including death), disease or sickness to User related to the use or operation of the Swimming Pool; (3) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (4) any other cause arising out of or related to User's use of the Swimming Pool.
8. In consideration for being allowed to use the Swimming Pool under this Agreement during the designated times when lifeguards are not on duty, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USER RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL DURING TIMES LIFEGUARDS ARE NOT ON DUTY.

USER UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREED TO HEREIN BY USER APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

9. User agrees to pay a \$100.00 deposit in exchange for being provided a key to the pool. The \$100.00 deposit will be returned at the time the key is returned (minus any unpaid charges, if any, incurred by User under this agreement).
10. User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
11. User understands and agrees the Association may terminate this Agreement at any time.
12. User agrees that he/she will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.
13. This Agreement is non-transferrable and may not be assigned.

The terms of this Agreement agreed to and accepted by:

User Signature

Date

User Name Printed

Address

If signed on behalf of minor child(ren); names of such child(ren):
