

Questions and Answers for the October 27, 2020 Board Meeting

Jack Burger

Q. Landscaping-Lui's employees blow the mulch out of the beds and from around the trees. They whip down flowers grass down to the ground level allowing weeds to take over. The saint Augustine grass is cut too low, 3" -4" lets it spread and choke out weeds. The weed and feed application, if done, had no effect. Does Luis have enough workers? Does he train them? Some of the trees on the lake islands haven't been mulched in years.

A. (Jim) These are questions that we are already addressing to Luis.

Q To enlighten residents for next year's budget evaluation, provide the annual cost of the pool, the clubhouse less the fitness center, the fitness center, bocci ball and the pickleball court.

A. (Janet) The pickleball court is paid for by donations. The HOA is not contributing to their expenses. We have allowed \$450/year in budget for bocci ball over the past few years, but have not incurred any expenses on it. It is estimated that the fitness center cost for 2020 will be \$5,800 for repairs and quarterly maintenance provided by Exer-Tech. The 2020 swimming pool and spa cost is estimated to be \$29,800, of which \$22,300 is annual operating expenses for the pool weekly contract, special cleanings (\$5,400), and small repairs. The remaining \$7,500 was funded from reserves for spa finishing which was begun in 2019 and changing from saltwater to a chlorine liquid feeder system. The 2020 clubhouse cost including staff payroll (\$182,000) is estimated to be \$285,500, of which \$281,500 is annual operating expenses for running the clubhouse and \$3,900 is funded from reserves for replacement of water heaters.

Q. Did the \$ 7200 for ADT camera replacement include burying the cable from the main gate to the south gate?

A. (Jim) No it did not. They did bury a portion of it where the county mowers are mowing.

Q. Townhome reroofing. In the President's Report will the following be answered:

-What is the basis for the reroofing schedule? Is it the reserve study, the annual repair cost, building inspectors' remarks, visual comments about black mildew.? Or is it because some CD's have come due in December?

A. (Janet) The basis for the reroofing schedule is when the homes were completed. Therefore, you will see that 107 and 111 E Kentwick will be included in Phase 1 as they were the model homes. CDs are coming due in November and December, but that is not the driver for the reroofing schedule.

Q. What will the “Lifetime” be for the new roofs? What are the general specs that the new roofs will have over the original Lennar roofs?

A. (Janet) The “lifetime” for the new roofs is 25 years; but as we all know, that will not be the case in Texas weather. The roofs are being replaced with GAF Timberline HD and will include a 5-year labor warranty. Samples are in the clubhouse lobby for

Q. After reroofing the townhomes, will the townhomes assessment be adjusted to the new lifetime?

A. (Janet) Although the “lifetime” is 25 years, the townhome assessment will remain the same as the actual life will probably be in the 15 year range, as well as additional items may need to be replaced in the next round as noted in the reserve report (gutters, soffit and fascia).

Ronald Kabin

Q. I understand that the Board announced during the last meeting that individual homeowners rather than the HOA will now be responsible for “party” fences. Could you please elaborate on what that means as far as picket and post replacement versus complete replacement of party fences every 10-12 years?

A. (Jim) The DCCRs, article V, Section 3 (b), page 20, says, “The cost of reasonable repair and maintenance of a party fence or wall shall be shared by the Owners who are served by the fence or wall in equal proportions, unless the Association is responsible for such repair and maintenance at the time needed.”

Article V, Section 1 also says the Association shall maintain perimeter fencing (page 15).

Further, it says, “The Association shall have the authority but not the obligation to perform the following on the Lots and Units: Maintenance, repair and replacement of original fences installed by the Declarant [Lennar] on the Lots.

Past board members have told me the Association took on the added service of party fence repair to prevent some neighbors going to war with each other. To bring peace to the community. The counter-argument has been: Why should those who take care of their fence pay for those who do not take care of their fence? (By allowing dirt, rocks or mulch pile up against it or allowing plants to grow on it)

Current policy is to follow the original DCCRs as written. If residents are willing to have the added cost of party fence repair added to their HOA monthly fee, then that can be reviewed to determine what the added cost would be.

1.2 million dollars was spent from 2016-2018 replacing all WL perimeter and party fences. They are scheduled to be replaced no sooner than 12 years. The pickets are Western Cedar. With climate change increasing fires in the western US, the material replacement cost will like be considerably more than 1.2 million. So please take care of your fences!

Q. Also, would you consider raising the monthly dues instead to allow for continued HOA responsibility of party fences? I am concerned that if party fence responsibility is left to individual homeowners that the community may eventually lose the pristine look that makes our community resales attractive to new buyers.

A. (Jim) Yes and we will estimate how much that added service will increase the monthly HOA fee before beginning that service.

Ruth Fauss Bland

Q. When can landscaping be done at the end of the pickleball court closest to the circle driveway? It is quite unattractive as it is, especially with 2 white signs hanging on it. Landscaping would be quite inexpensive and could be accomplished rather quickly. It is my understanding that money is trying to be raised for some additional improvements including lights for the court. That could take some time. I'm not a landscaper but feel like some type of low maintenance shrubbery could be done for \$100 to \$150 and could be done soon.

A. (Teresa) Thank you Ruth for your comments regarding the landscaping in front of the Pickle Ball Court. I spoke to and shared your concerns with a member of the Pickleball Committee. This is in the planning stage and will be addressed along with some other projects that the committee is discussing. Anyone within earshot who would like to donate to help speed along this project can contact Sandy Torsey or Cindy Keller or anyone on the Pickleball committee. This project is an ongoing project and as the court is being used and gaining in popularity in the neighborhood, things that need to be improved have been noted and will be addressed to improve both the appearance and function of the Pickleball court.

Larry Schmidt

Q. I recently received notice from the board's property manager, that our lawn service provider will not treat our lawns for common infestations, which I feel puts an unnecessary burden on our residents to personally treat. It would be far cheaper, more effective and controllable if one company treated the community's lawns to maintain uniform care; one way or the other we will pay for prevention.

Since the community's lawn service contract is annually renewed, shouldn't a provision be added to the new contract to cover basic types of lawn infections issues? This to me is preventive action. This is what I would expect of my lawn service company.

A. Yes, it has been address and yes we are going to do it. We have added those services to Luis' expectations.

Marlene Shearer

Q. How many of the Windsor Lakes households have signed the current Clubhouse Release and Indemnity Agreement?

A. (Mike) 512 of the 891 residents (57%) have signed the current Clubhouse Release and Indemnity Agreements.

Questions Missed and sent out on an Eblast on 10/28/2020

The Board extends a sincere apology to David Walkowski and Susie Monroe for having overlooked their questions.

Susie Monroe

Q. Why is the Board meeting and insurance meeting a ZOOM meeting? How will we have the option to attend and ask questions at the insurance meeting? You are denying us that right. Wearing masks and social distancing is acceptable and Gov Abbott has opened venues such as this.

A. [Mike] The Board meeting is being held by ZOOM meeting for a couple of reasons.

1. First, currently the Clubhouse sound system does not provide adequate audio for both an in-house meeting and Zoom combined. This was highlighted by many who tried to listen through ZOOM at the last board meeting. We hope to fix this in the near future

We plan to add Q&A at the end of the meetings to enable residents to ask additional questions. When meetings like “insurance” are held, the regular Zoom meeting feature can be used that allows ongoing Q&A.

2. The second reason is articulated by Jim in the next question.

Q. Since we have signed the waivers, when are you going to allow more people into the clubhouse to play games and attend Shuffleboard?

A. [Jim] Because the pandemic is still ongoing and currently worsening as predicted by the experts with the onset of colder weather, we continue to have somewhat limited activities that allow for social distancing. We have received criticism for being open at all.

Q. I asked Jim Cherry who takes care of the common areas and he said no one did but in our assessments it says we pay for “landscaping and maintenance in the common areas”. This would mean more than mowing would be required. There are dead shrubs, trees and grass that need attention. Who should take care of these?

A. [Jim] This was largely addressed by Jim in his report. WL Lawn Service will be taking care of these issues.

David Walkowski

Q. In September I spoke with Drew Jones about several homes in Windsor Lakes had posted signs in their yards that were not political and not related to contractors or realtors and he said he would contact the board to see how they wanted to handle that situation. I notice that the signs mentioned are still remaining in those yards and am wondering what the board has decided to do pertaining to this?

A. [Jim] WL Residential Standards (pages 27 and 28) addresses political signs and seasonal decorations. It also addresses lawn ornaments in general with a limit of 2 per yard. A general non-political sign could be viewed as a lawn ornament of sorts, and if there are no more than 2, then I don't see it as a violation.

Questions Submitted by Don Schwartz, Buck Yates, Jim Ritter, Jerry Stanislav, Stan Everett and other Windsor Lakes homeowners.

(Document included below)

(Answers will be provided after a thorough review and follow-up meetings.)

Ten Questions submitted to Windsor Lakes Board of Directors for the October 27, 2020 Board of Directors Meeting – Submitted by Don Schwartz, Buck Yates, Jim Ritter, Jerry Stanislav, Stan Everett and other Windsor Lakes homeowners.

These 10 questions supplement the 12 pages of analysis, questions and concerns that have been sent to each board member and the Windsor Lakes attorney, Luke Tollet.

1. While the necessity of the new 'Clubhouse Release and Indemnity Agreement' is legal protection because of Covid-19, why is the word Covid-19 not included in the document?
2. Item 1.B - With no reference to Covid-19, this agreement releases, indemnifies, defends and holds harmless (all parties)arising out of, and/or "related to, in whole or in part *from the negligence of (all parties)*. Is the intent of the agreement to indemnify all accidents, damages, even when there has been known negligence?
3. Item 3 - requires homeowners to inspect the facilities prior to every use. While this requirement seems cumbersome and unreasonable is there a set procedures or processes to guide homeowners how to and what to look for in such an inspections. Would guest be required to do an inspection?
4. The separate "Covid-19 Warning/Disclaimer" does not have an end date. Once the virus is declared under control by the CDC, will these restrictions continue to be in force? The current documents provide for no end of any restrictions.
5. Regarding the resolution, paragraph 6 refers to increased insurance costs as a justification for these documents in order to preserve the financial well-being of the Association. Exactly how many dollars will our insurance increase without this resolution? Will our insurance costs decrease with this resolution?
6. Paragraph 7, Item 1, evokes the most questions which restricts homeowners from using amenities and Common Property, unless they sign the Release and Indemnity Agreement. As written Common Property can include the streets, gate, the lake, the sidewalks, etc. Without a signing these documents, how does a homeowner know what the can use and not use?
7. Several homeowners have sought their attorney's advice on signing these agreement and advised them against it for a variety of reasons, with the indemnification of negligence being the most common reason. What is your advice to these homeowners?

8. Will new or potential homeowners have the opportunity to know the restrictions imposed in these agreement before buying or closing on their home?
9. Windsor Lakes Law Firm, Holt and Young, responds on their website to the Question: "May Rules and Regulations expand upon the provisions in the Declaration?" Their answer: "Rules and Regulations may clarify or interpret existing governing document provisions, but they may not conflict with the governing documents and they may not add matters that are completely beyond the provisions of the existing governing documents." Thus the question to the board is: "Has a determination been made on whether the Agreement is completely beyond the provisions of the existing governing documents? If so, by whom? Is the decision documented?"
10. The following is based on the Holt and Young website: COVID-19: Operating Your Homeowners Association (see: <https://holtyoung.com/cms/wp-content/uploads/2020/03/COVID-19-and-POA-02038243xC3D0C.pdf>), Common Areas. "Common Areas and Facilities like pools, gyms, clubhouses, and playgrounds should be closed." Why was this guidance ignored? Partial opening would seem to increase risk and run counter to the published COVID-19 guidance.