

Woods I & II POA ANNUAL MEETING

Hill Top Nazarene Church

August 25, 2021

MINUTES

Attendees Present: Board Members, Owen Sanderson, Mike Groscup, Chris Pulliam, Melinda Weedon, Joe Williams, Candy Carroll

Members: 35 households were represented at the meeting (which includes the 7 Board Directors)

Interim President Owen Sanderson called the Meeting to order at 6:37 PM

- Owen asked Chris Pulliam to give the Invocation
- Owen thanked everyone for attending the meeting
- Owen welcomed new members and asked them to stand and introduce themselves.
 - No new members were present
- Owen made introductory remarks and provided instructions on how he planned to conduct the meeting.

Owen asked interim Secretary Candy Carroll for a quorum report. Candy reported that 35 households were represented at the start of the meeting which exceeds the minimum of 17 for a quorum. Owen declared that we have a quorum and an official Annual Meeting.

I. 2022-2023 Board Election

- Mr. Sanderson provided direction and instructions regarding the in-person election process. He asked if the members present had the opportunity to retrieve their mail-in ballot when they checked in at the front door (if one was previously submitted). For those who did not vote by mail-in ballot, Owen verified that every voting member had an in-person ballot to fill out. Owen read the following statement:
 - “If you voted early by mail and are in attendance today, you had the opportunity at the front door to verify that we received your mail-in ballot and the opportunity to discard it and vote in person. Is there anyone who did not get this opportunity? By submitting your early ballot or for those who voted by absentee ballot you all have consented to forgo your right to vote on floor amendments to the ballot. Stated otherwise you will not be able to vote on any floor nominations if they are made to the ballot.”
- Mr. Sanderson then reported on two-floor amendments to the current in-person ballot that are different from the ballots received in the mail. Mr. Sanderson read the following Statements:
 - “Prior to the Mail-ballots going out the current Board of Directors was working to resolve several Covenant Restriction violations as well as several City of Tyler zoning and building permit violations with Carol and Glenn Price. That has since been resolved and a settlement agreement is now in place to have these violations resolved, a copy of which will be attached to these minutes for the official record. That being said Carol Price now has the full recommendation of the Nomination Committee and is in good standing. Given this new information, at this time is there anyone who wishes to discard their mail-in ballot and vote in person?”
 - “As a membership, we are slated to elect 4 new board members each for a two-year term on the Board. There are currently 5 candidates on the ballot, please refer to the list on the screen behind me and on your ballot. Originally, we had 6 candidates, but unfortunately, Carole Wonsiewicz had to rescind her nomination.”
- Mr. Sanderson asked if there are any floor nominations.
 - No floor nominations were given
- Mr. Sanderson asked if there were any questions or discussions to be had before the vote.
 - Charles Armstrong (3905 Lazy Creek Dr.) addressed the membership and the Board. Mr. Armstrong asked the Board to destroy all the current ballots and to hold a new election on

the grounds that Board did not promptly notify the members once Carole Wonsiewicz withdrew from the election. Mr. Armstrong noted the board knew before ballots were received by membership, that Ms. Wonsiewicz had removed herself from the election (August 10). Mr. Armstrong stated the right thing would have been for the Board to immediately notify members before voting began. The Board did not do this. The Board waited until another member inquired as to why the board was allowing voting for someone who had recused themselves. Only then did the Board send the notice. When Mr. Armstrong asked why the Board waited, the Board stated it was due to Mr. Sanderson being on vacation. Mr. Armstrong noted if the president wasn't able to immediately respond to an issue of importance like this, there should be a second in command who can do so. Mr. Armstrong expressed that the delay was irresponsible and that the second in command under the president should have notified the members sooner.

- Mr. Sanderson reported that the Board has email contact information for 140 of the 168 members and as soon as the Board was in a position to notify the members an email was sent out. The Board post-mailed the ballots on 8/9/22. Ms. Wonsiewicz notified the Board on 8/10/22. Ballots were received in the post-mail by the members as early as 8/12/22, and the email went out to the members on 8/13/22.
- Mr. Sanderson expressed that since the Board realignment (post the exit of the past president) not all the roles on the Board were properly defined.
- Mr. Sanderson explained that by voting by absentee ballot members are forgoing their right to any amendments to the ballot and Ms. Wonsiewicz withdrawing from the election is an amendment.
- Gary White (3305 Lakepine Cir.) addressed the membership and the Board. Mr. White expressed his concern that Carol Price had just a “no” listed next to her name on the mail-in ballots in the “recommended by the nominating committee” column. Mr. White stated that this was confusing to the members because no explanation accompanied the mail-in ballots. Mr. White stated that this was defamation of Mrs. Prices’ character. He questioned why at 12:52 am the day of the election an email was sent out that notified the members that Mrs. Prices was now recommended. Mr. White recommended two scenarios: 1) toss out the election and do the entire process over, or 2) re-vote only with those present at the annual meeting.
 - Mr. Sanderson explained that the By-laws note that the election ballot shall list “all candidates for the Board of Directors whether approved by the nominating committee or not.” That the membership was notified via email on July 29th with the Nominating Committee’s recommendation. An explanation of why Mrs. Price was not recommended was a part of that notification. The members were later reminded to review this notification when they were notified by email that Carole Wonsiewicz had withdrawn her nomination (8/13/2022).
 - Mr. Sanderson explained that the settlement between the Association and the Prices was finalized at 3 PM on 8/25/2022 the day before the annual meeting, and at the request of Mr. Price, the Board sent the email after a long evening of preparing for the Annual meeting. The purpose of the email was to inform members, who may have previously voted by mail-in ballot if they wanted to change their vote based on this new information, they would have to attend the annual meeting to vote in -person.
 - Mr. Sanderson asked the floor for a show of hands who have received the emails pertaining to the nominating committee’s recommendations. He noted it appears everyone in the room was informed.
- Mr. White stated that the ballots should be thrown out and we start over.
 - Mr. Sanderson asked if there is a motion to toss out the election.

- Mr. White said yes, I make a motion to toss out the election, Don King seconded the motion.
 - Mr. Sanderson asked if there is any discussion from the floor before we vote.
 - Sara Back (3701 Pine Bluff Cir) stated that the notification did not state "alleged" and neither did Mr. Sanderson's annual meeting introduction. Instead, both stated the alleged violations were actual violations even though both parties agreed to a settlement instead of a court date. Mrs. Back expressed that it did not seem fair to Mrs. Price that it was handled this way. That the way the Board handle the situation may have affected the voting and did seem defamatory. Mrs. Back did note that she thinks the Board was trying to do right by Mrs. Price.
 - Leland Fergusson (3108 Lakepine Cir) noted that all communication stated if there were questions to contact Owen directly and gave his phone number.
 - Mr. Sanderson reported that no one specialty contact him regarding the issue of Mrs. Prices' non-recommendation.
 - Gaylan Braselton (3105 Lake Forest Dr) asked for clarification of which scenario we would be voting on.
 - Mr. Sanderson noted we would need to review the By-Laws; but if the election was tossed out, and we only used the in-person votes we would be misrepresenting all of our neighbors who voted in good faith by mail.
 - Mr. White confirmed his motion is to toss out the entire election and redo the entire voting process.
 - Vici Riggs (3304 Shadow Glenn Cir) asked if Mrs. Price was not recommended, then was she on the Ballot.
 - Mrs. Weedon stated that by state law the Board cannot deny her the right to be on the Ballot, but due to the Alleged Covenant Violations, and the ongoing negotiation, she was not recommended as a potential Board Member due to the conflict of interest.
- Mr. Sanderson asked if anyone from the nominating committee had anything to add to the discussion.
 - Board Director Joe Williams and Committee member Sandy Autrey (3406 Pinecreek Dr) spoke about their decision process and the reasoning behind the "no" recommendation.
- Mrs. Sanderson read the motion again. We are voting on tossing out the entire election and redoing the entire voting process. Mr. King confirms his second. By a show of hand from the floor:
 - All in favor of tossing out the entire election and redoing the entire voting process:
 - 3 votes for
 - All in Favor of continuing with the election:
 - 22 votes against
 - The motion failed to pass.
- Owen asked the members present who wish to participate in the in-person election, at this time please fill out their in-person Ballot and place it in the Ballot box being pasted around by Bud Henderson. Owen asked if there was a volunteer to help Bud count the votes. Ms. Wonsiewicz volunteered to help.
- The results of the election will be announced after the business meeting.

II. Interim Secretary – Candy Carroll

Mr. Sanderson asked the members, "Due to the essence of time, are there any objections to not reading the minutes in full since the minutes are posted on the website for review?" Without objection, the minutes from the 2021 Annual Meeting were approved. A summary of the meeting activities of the Board for the 2021-2022 year is attached to these minutes.

III. Treasurer – Joe Williams

Mr. Williams presented the Treasurer’s Report which included the August 2021 Balance and Income/Expense Statements. A copy of the August 2021 financial reports and statements are attached to these minutes as well as a projected budget for 2023. Joe noted that the majority of the yearly expenses were spent on two projects. The design of the silt ponds and lake, and the spillway repairs after the flooding of August 2021. Owen noted that the extensive dredging of both silt ponds will allow the new Board to get back on track of only dredging one slit pond every other year which will reduce the burden on the budget.

IV. VP Lake & Common Grounds – Mike Groscup

Mr. Groscup presented the report of the Lake and Common Grounds which included a summary of the projects completed this year. He also thanked those who helped with all the projects. A copy of the report is attached to these minutes.

- Mr. Sanderson explained how the spillway was engineered and prepared so that any future flooding should not cause extensive damage.
- Mr. Sanderson provided an update on the Dredging that was completed under budget and the proposed new sprinkler systems for the North and West Silt Ponds.

V. VP Recreational Facilities and Security Report – Chris Pulliam

Mr. Pulliam presented the report of the Recreational Facilities and Security which included a summary of the projects completed this year and proposed projects for the 2021-2022 budget year. He also thanked those who helped with all the projects. A copy of the report is attached to these minutes.

- A member asked about the new playground and if/when it would be installed.
 - Mr. Sanderson noted that the playground was in the original budget, but it had to be removed due to the extensive repairs to the spillway. The Board has not agreed on the style and type of playground; and to limit the liability to the association, a commercial-grade playground setup would be required. Such a system would be expensive and require member approval due to it being a “Capital Project”. This would need to be something the new Board would consider bringing to the association for a vote.
- Gary White suggested a “Crash Bar” style gate at the pool to allow for someone inside the fence, to exit the pool area without a key in the event of an emergency.
 - Mr. Sanderson agreed on the issue and the new Board should discuss addressing it before the pool opens in 2023. As well as the 911 phone being relocated inside the fence.

VI. VP Architectural Control – Melinda Weedon

Mrs. Weedon presented the Architectural Control Report which included a summation of requests made to the AC Committee, issues that the AC Committee had dealt with over the past year, and associated resolutions information. A copy of the report is attached to these minutes.

- Gray White asked if someone wanted to be on the AC committee and how would they sign up.
 - Mrs. Weedon responded that the committee was comprised of 3 non-Board members chosen by the Board.
 - Mr. Sanderson added that the Board would welcome anyone who wishes to serve and to contact the Board or the VP of the areas they wish to get involved. The By-laws allow for the Board to form committees at their discretion.

VII. VP of Social Activities – Candy Carroll

Ms. Carroll presented the Social Activities report which included a list of the events held and the proposed events for the rest of the year. A copy of the report is attached to these minutes.

VIII. President – Owen Sanderson

Mr. Sanderson thanked all the members who have reached out with words of praise and encouragement. He enjoyed working on the dredging project and talking to all the members. He noted that the job takes a lot of time and thanked everyone for their patience as he got acclimated to the new position over the last two months. If anyone ever has any concerns or comments, please reach out to him or the new Board.

IX. Old Business – No old business was brought to the floor

X. New Business

- Leland Ferguson addressed the members and the Board and requested that the new Board look into adding an association-wide rental policy. He noted with all the new development in the area and with UT Tyler, we are likely to see an increase in rental property.
 - Mr. Sanderson agreed and noted that short-term rentals could become a problem for the neighborhood if the association did not get in front of it.
- Vicky Riggs asked if the trees along Lazy Creek Dr. could be trimmed so vehicles turning onto Lazy Creek could see approaching cars.
 - Mr. Sanderson stated that he would have Tony trim the Carpe Myrtles.

XI. Guest Speaker

Mr. Sanderson introduced Mr. Bob Westbrook, Tyler City Councilman. Bob’s comments included:

- Recommended that members download the City of Tyler app to stay informed of Tyler issues.
- Commented on the recently approved City of Tyler tax rate. That it was the 2nd lowest in the state
- Appraisal property values have gone up increasing taxes
- The City of Tyler has changed the water usual rates and they will start charging more for water. Residences will likely see their bill double in the next 5 years.
- A study was conducted of the drainage systems coming into the Woods watershed. The storm sewer pipes under University and Calloway Rd. are undersized. In the coming years, the City of Tyler and TXDOT will address these issues resulting in slower water runoff into our neighborhoods.
- Bob addressed concerns regarding the new utilities (fiber cable) being run in the city street rights-of-way.

XII. Election of the 2022-2023 Board of Directors

Mr. Sanderson asked the vote counters to deliver the final count to Secretary Candy Carroll and to certify their counts by signing the tally sheet.

Mr. Sanderson then asked Ms. Carroll to announce the results of the election which are as follows:

- | | | |
|--------------------------------|-----|------------|
| • Membership In-person Votes | 25 | |
| • Membership Mail-in Votes | 39 | |
| • Total Member votes cast | 64 | |
| • Percentage of Votes cast | 38% | |
| • Vote Count By Each Candidate | | Elected ** |
| ○ Sara Back | 53 | ** |
| ○ Mark Dahlgren | 58 | ** |
| ○ Carol Price | 38 | |
| ○ Owen Sanderson | 51 | ** |
| ○ Tonya Wheat | 42 | ** |

Mr. Sanderson announced the new Board of Directors for the 2022-2023 year as

- Joe Williams 1 year left on their term
- Melinda Weedon 1 year left on their term
- Candy Carroll 1 year left on their term
- Sara Back Elected for a 2-year term

- Mark Dahlgren Elected for a 2-year term
- Owen Sanderson Elected for a 2-year term
- Tonya Wheat Elected for a 2-year term

If everyone holds office for their full term, next year the association will elect 3 new directors.

Mr. Sanderson asked for a motion from the floor to certify the election and new board.

- Sandy Autrey (3406 Pinecreek Dr) made a motion
- Oscar Strickland (3096 Barkwood Cir) seconded the motion
 - The motion passed with none opposed

Mr. Sanderson commented to the floor that if anyone wishes to request a recount of the vote, a written request must be received by the board within 10 days of the election. The new Board will meet within 10 days to select officers and set a meeting schedule for the upcoming year.

Motion to adjourn made by Sara Back, seconded by Chris Pulliam. Meeting adjourned at 8:47 PM

Respectfully submitted,

Candy Carrol
Woods POA Board Secretary

ATTACHMENT A

VP Reports

Woods POA
Secretary's Report

The Woods Association Board of Directors had a total of 8 meetings throughout the year 2020-2021. These include the following:

- 08-28-2021 Post Annual Meeting Board Organizational Meeting
- 09-13-2021 Special called meeting to vote on Association Attorney Selection
- 11-03-2021 Regularly scheduled meeting
- 12-03-2021 Regularly scheduled meeting
- 01-22-2022 Regularly scheduled meeting
- 03-09-2022 Regularly scheduled meeting
- 03-31-2022 Special called meeting to Rescind Bylaw revisions by the Board
- 04-11-2022 Special called meeting of the members to Amend the By-Laws
 - One Correction to minutes. A show of hands was not called upon. It was evident by the expression from the floor that the vote would not have carried.
- 05-09-2022 Regularly scheduled meeting
- 05-16-2022 Executive Session to vote on interim president
- 06-02-2022 Executive Session Price Resolution Hearing
- 06-13-2022 Executive Session Price Settlement, TEAMS Meeting
- 07-14-2022 Regularly scheduled meeting
- 08-18-2022 Regularly scheduled meeting, Annual Meeting Planning

In addition to In-person meetings, multiple email chains on various issues were conducted throughout the year between regular board meetings. In some cases, the email chain of communications and discussions resulted in votes being taken. All actions taken via emails and/or texting have been ratified and confirmed by the full board at a regularly scheduled meeting of the board and recorded in the minutes.

Respectfully submitted,

Candy Carroll
Interim Secretary

Woods POA
Treasurer's Report
Joe Williams

Woods Property Owners Association Inc.
Profit & Loss Budget Performance
 August 2022

Cash Basis

| | Aug 22 | Budget | \$ Over Budget | Jan - Aug 22 | YTD Budget | \$ Over Budget | Annual Budget |
|---|--------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Ordinary Income/Expense | | | | | | | |
| Income | | | | | | | |
| Dues and Assessments | 8,801.00 | 8,915.00 | (114.00) | 68,533.35 | 71,320.00 | (2,786.65) | 106,980.00 |
| Discounts Granted | (33.00) | 0.00 | (33.00) | (1,747.00) | 0.00 | (1,747.00) | 0.00 |
| Transaction Fees | 150.00 | 0.00 | 150.00 | 600.00 | 0.00 | 600.00 | 0.00 |
| Interest Income | 0.00 | 0.00 | 0.00 | 8.36 | 9.15 | (0.79) | 22.55 |
| Keys | 50.00 | 0.00 | 50.00 | 200.00 | 0.00 | 200.00 | 0.00 |
| Total Income | 8,968.00 | 8,915.00 | 53.00 | 67,594.71 | 71,329.15 | (3,734.44) | 107,002.55 |
| Expense | | | | | | | |
| DEPARTMENTS | | | | | | | |
| Lake & Common Grounds | | | | | | | |
| Spillway Rerpair | 0.00 | 0.00 | 0.00 | 17,895.28 | 20,350.00 | (2,454.72) | 20,350.00 |
| Facilities Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 400.00 | (400.00) | 600.00 |
| Landscaping | 2,365.52 | 2,285.00 | 80.52 | 21,579.52 | 18,980.00 | 2,599.52 | 28,920.00 |
| Sprinkler Systems | 60.98 | 0.00 | 60.98 | 1,625.98 | 300.00 | 1,325.98 | 625.00 |
| Tree Removal | 0.00 | 0.00 | 0.00 | 225.00 | 1,000.00 | (775.00) | 2,000.00 |
| Dredging | 48,250.00 | 0.00 | 48,250.00 | 48,250.00 | 55,000.00 | (6,750.00) | 55,000.00 |
| Seawalls | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Lake & Common Grounds | 50,676.50 | 2,285.00 | 48,391.50 | 89,575.78 | 96,030.00 | (6,454.22) | 107,495.00 |
| Recreation Facilities/Security | | | | | | | |
| Pool & Bath House | 1,276.97 | 650.00 | 626.97 | 4,205.30 | 5,340.00 | (1,134.70) | 6,695.00 |
| Tennis Courts | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Playground | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fencing | 0.00 | 0.00 | 0.00 | 0.00 | 1,100.00 | (1,100.00) | 1,100.00 |
| Total Recreation Facilities/Security | 1,276.97 | 650.00 | 626.97 | 4,205.30 | 6,440.00 | (2,234.70) | 7,795.00 |
| Architectural Control | | | | | | | |
| By-Laws & Covenants | 0.00 | 0.00 | 0.00 | 57.53 | 1,565.00 | (1,507.47) | 1,565.00 |
| Total Architectural Control | 0.00 | 0.00 | 0.00 | 57.53 | 1,565.00 | (1,507.47) | 1,565.00 |
| Social Activities | | | | | | | |
| Activities | 0.00 | 0.00 | 0.00 | 237.11 | 850.00 | (612.89) | 1,250.00 |
| Total Social Activities | 0.00 | 0.00 | 0.00 | 237.11 | 850.00 | (612.89) | 1,250.00 |
| Total DEPARTMENTS | 51,953.47 | 2,935.00 | 49,018.47 | 94,075.72 | 104,885.00 | (10,809.28) | 118,105.00 |
| OPERATIONS | | | | | | | |
| Bank Service Charges | 41.10 | 60.00 | (18.90) | 358.10 | 480.00 | (121.90) | 720.00 |
| Bookkeeping | 450.00 | 450.00 | 0.00 | 3,600.00 | 3,600.00 | 0.00 | 5,400.00 |
| Insurance | 3,743.00 | 4,330.00 | (587.00) | 6,747.00 | 6,999.00 | (252.00) | 6,999.00 |
| Office Supplies | 285.57 | 0.00 | 285.57 | 420.45 | 50.00 | 370.45 | 100.00 |
| Postage and Delivery | 394.00 | 150.00 | 244.00 | 452.00 | 300.00 | 152.00 | 300.00 |
| Printing and Reproduction | 0.00 | 300.00 | (300.00) | 633.39 | 300.00 | 333.39 | 300.00 |
| Professional Fees | 0.00 | 200.00 | (200.00) | 3,256.53 | 3,700.00 | (443.47) | 3,700.00 |
| Website Support | 0.00 | 195.00 | (195.00) | 1,655.00 | 685.00 | 970.00 | 985.00 |
| Taxes | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 270.00 |
| Annual Meeting | 285.30 | 550.00 | (264.70) | 485.30 | 550.00 | (64.70) | 550.00 |
| Total OPERATIONS | 5,198.97 | 6,235.00 | (1,036.03) | 17,607.77 | 16,664.00 | 943.77 | 19,324.00 |
| UTILITIES | | | | | | | |
| Electric | 631.14 | 600.00 | 31.14 | 4,535.71 | 4,115.00 | 420.71 | 6,655.00 |
| Water | 469.66 | 250.00 | 219.66 | 1,933.30 | 2,150.00 | (216.70) | 3,000.00 |
| Total UTILITIES | 1,100.80 | 850.00 | 250.80 | 6,469.01 | 6,265.00 | 204.01 | 9,655.00 |
| Total Expense | 58,253.24 | 10,020.00 | 48,233.24 | 118,152.50 | 127,814.00 | (9,661.50) | 147,084.00 |
| Net Ordinary Income | (49,285.24) | (1,105.00) | (48,180.24) | (50,557.79) | (56,484.85) | 5,927.06 | (40,081.45) |
| Net Income | (49,285.24) | (1,105.00) | (48,180.24) | (50,557.79) | (56,484.85) | 5,927.06 | (40,081.45) |

2021-2022 EXPENSES VS 2022-2023 BUDGET

| 2021 - 2022 (ACTUAL EXPENSES) | |
|--|---------------------|
| LAKE AND COMMON GROUNDS | |
| Facilities Maintenance | \$337.75 |
| Landscaping/Grounds | \$31,509.23 |
| Sprinkler Systems | \$2,129.33 |
| Tree Removal | \$3,459.14 |
| Dredging | \$48,250.00 |
| Seawalls | \$0.00 |
| Other (Lake and Common Grounds) | \$24,741.55 |
| LAKE AND COMMON GROUNDS TOTAL: | \$110,427.00 |
| RECREATION FACILITIES & SECURITY | |
| Pool & Bath House | \$5,597.45 |
| Tennis Courts | \$198.50 |
| Playground | \$508.95 |
| Fencing | \$746.63 |
| RECREATION & SECURITY ANNUAL TOTAL: | \$7,051.53 |
| ARCHITECTURAL CONTROL | |
| By-Laws & Covenants | \$402.67 |
| SOCIAL ACTIVITIES | |
| Social Activities | \$615.68 |
| OPERATIONS | |
| Insurance | \$10,255.00 |
| Office Supplies | \$134.88 |
| Postage & Delivery | \$192.00 |
| Printing & Reproduction | \$2,107.47 |
| Legal/Professional Fees | \$3,606.53 |
| Website Support | \$1,915.00 |
| Taxes | \$267.65 |
| Annual Meeting Expenses | \$695.61 |
| OPERATIONS ANNUAL TOTAL: | \$19,174.14 |
| UTILITIES | |
| Electric | \$7,053.51 |
| Water | \$2,506.31 |
| UTILITIES ANNUAL TOTAL: | \$9,559.82 |
| ANNUAL EXPENSES GRAND TOTAL: | \$147,230.84 |

| | |
|-----------------------------------|---------------------|
| 2021 - 2022 ACTUAL INCOME: | \$102,242.00 |
|-----------------------------------|---------------------|

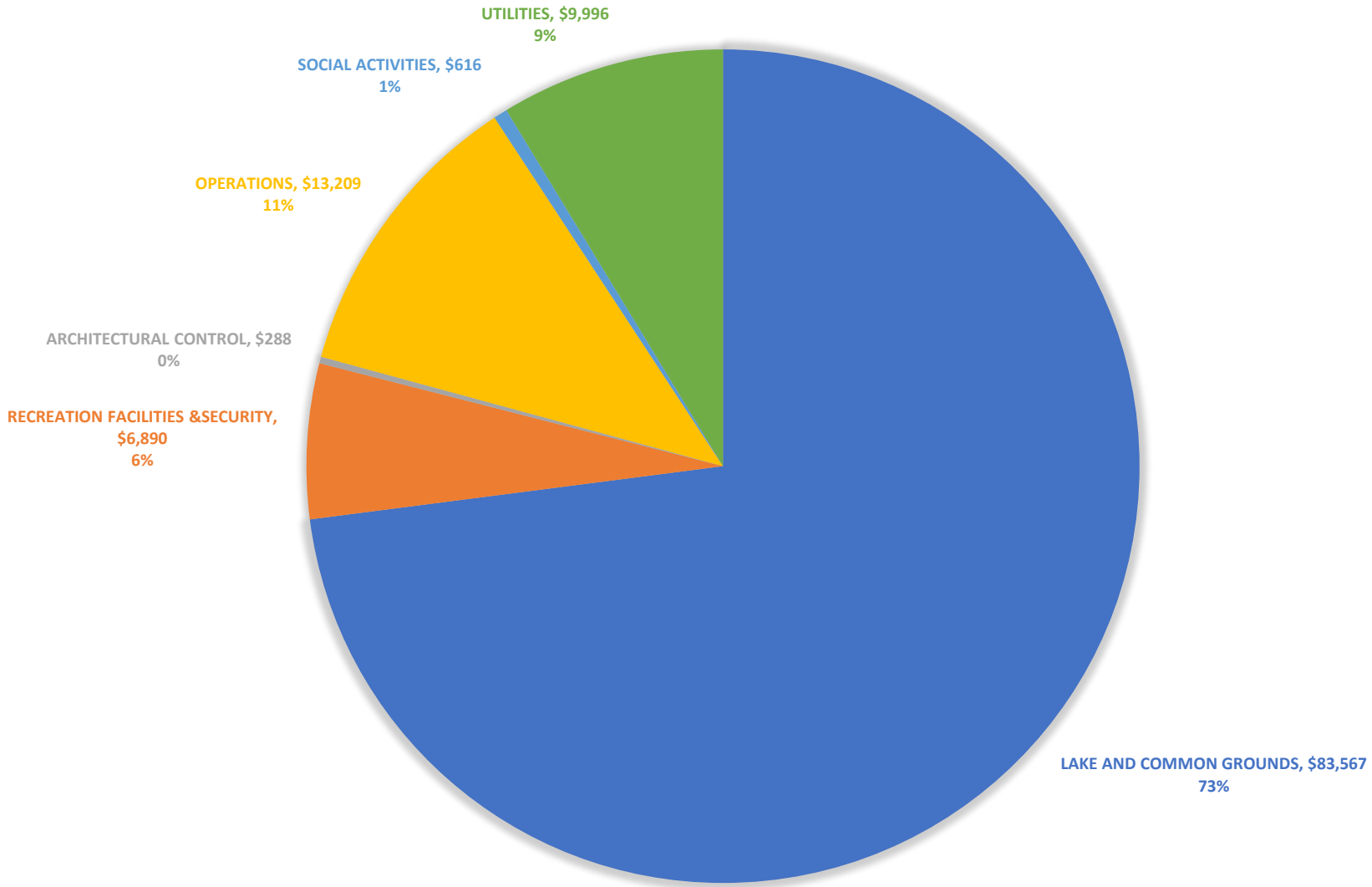
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| 2021 - 2022 ACTUAL SURPLUS (DEFICIT): | (\$44,988.84) |
|--|----------------------|

| 2022 - 2023 (BUDGET EXPENSES) | |
|--|--------------------|
| LAKE AND COMMON GROUNDS | |
| Facilities Maintenance | \$337.75 |
| Landscaping/Grounds | \$31,509.23 |
| Sprinkler Systems | \$2,129.33 |
| Tree Removal | \$3,459.14 |
| Dredging | \$10,000.00 |
| Seawalls | \$0.00 |
| Other (Lake and Common Grounds) | \$2,500.00 |
| LAKE AND COMMON GROUNDS TOTAL: | \$49,935.45 |
| RECREATION FACILITIES & SECURITY | |
| Pool & Bath House | \$5,597.45 |
| Tennis Courts | \$198.50 |
| Playground | \$0.00 |
| Fencing | \$746.63 |
| RECREATION & SECURITY ANNUAL TOTAL: | \$6,542.58 |
| ARCHITECTURAL CONTROL | |
| By-Laws & Covenants | \$402.67 |
| SOCIAL ACTIVITIES | |
| Social Activities | \$615.68 |
| OPERATIONS | |
| Insurance | \$10,255.00 |
| Office Supplies | \$134.88 |
| Postage & Delivery | \$192.00 |
| Printing & Reproduction | \$2,107.47 |
| Legal/Professional Fees | \$3,606.53 |
| Website Support | \$1,915.00 |
| Taxes | \$267.65 |
| Annual Meeting Expenses | \$695.61 |
| OPERATIONS ANNUAL TOTAL: | \$19,174.14 |
| UTILITIES | |
| Electric (+5%) | \$7,406.19 |
| Water (+5%) | \$2,631.63 |
| UTILITIES ANNUAL TOTAL: | \$9,559.82 |
| ANNUAL EXPENSES GRAND TOTAL: | \$86,230.34 |

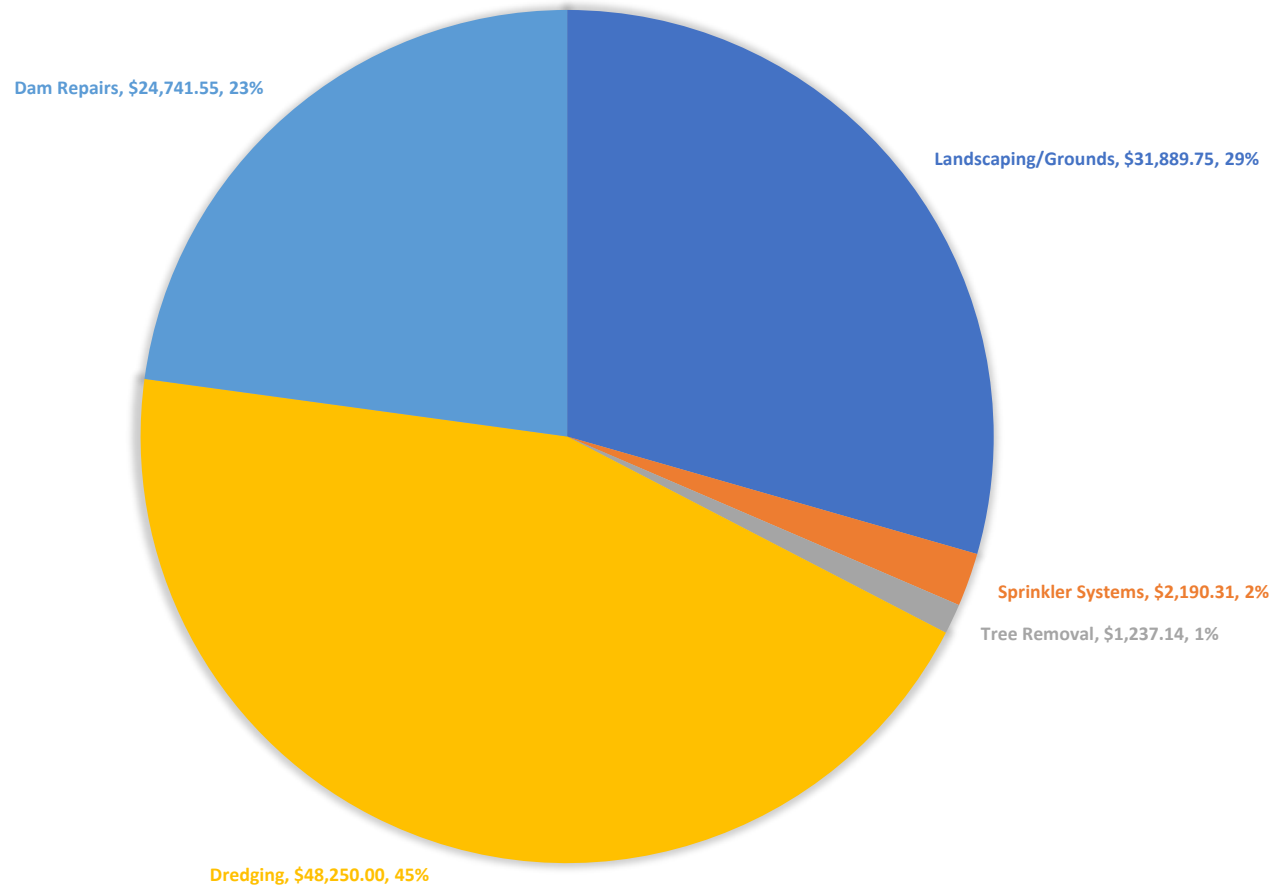
| | |
|-----------------------------------|---------------------|
| 2022 - 2023 BUDGET INCOME: | \$102,124.00 |
|-----------------------------------|---------------------|

| | |
|--|--------------------|
| 2021 - 2022 BUDGET SURPLUS (DEFICIT): | \$15,893.66 |
|--|--------------------|

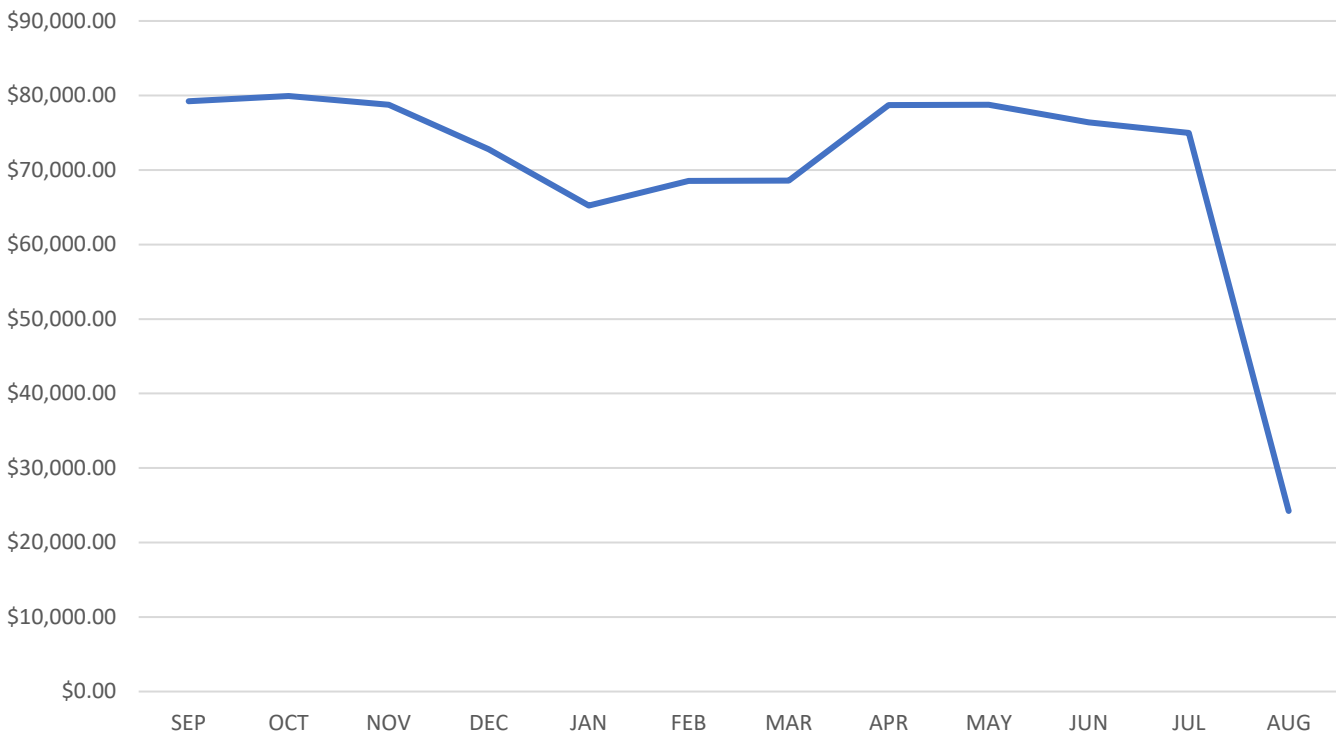
ASSOCIATION EXPENSES \$114,536 (PAST 12 MONTHS)



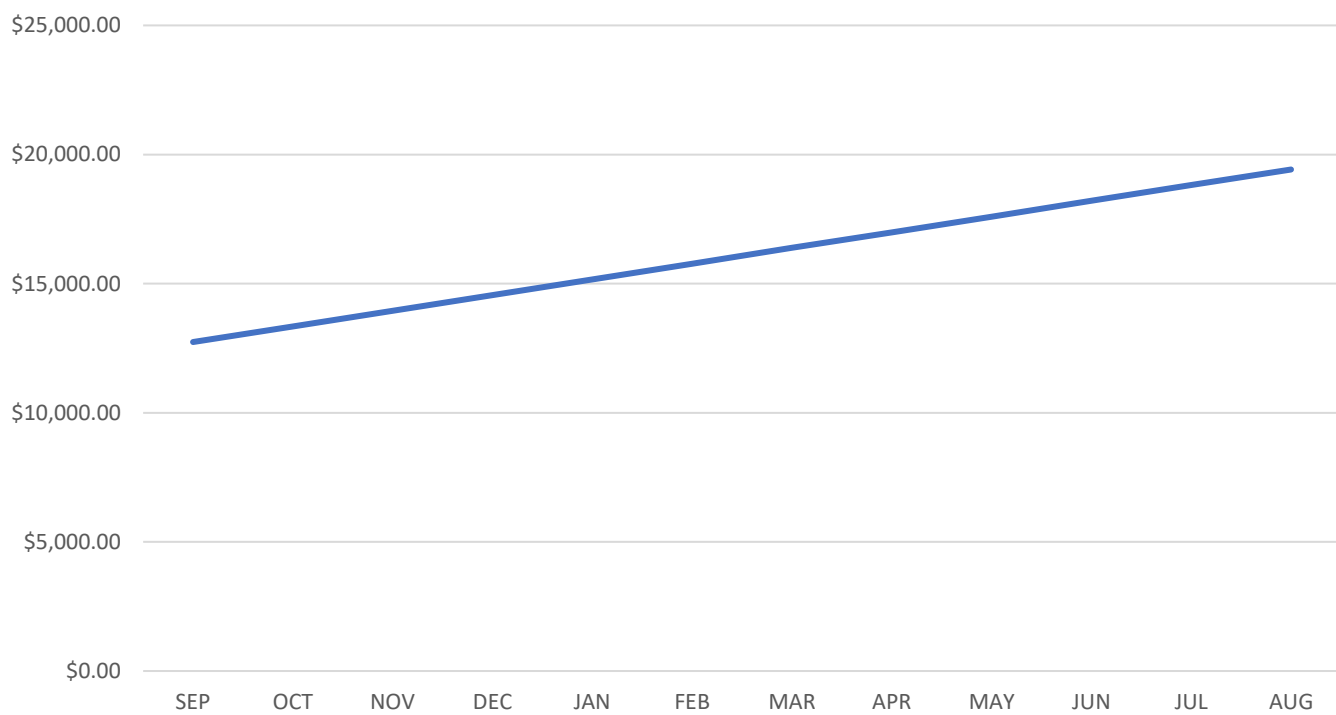
LAKES & COMMON GROUNDS \$83,567 (PAST 12 MONTHS)



Checking Account Balance (Past 12 Months)



Savings Account Balance (Past 12 Months)



Woods Property Owners Association Inc.

Balance Sheet

As of August 31, 2022

Accrual Basis

| | Aug 31, 22 | Jul 31, 22 | \$ Change |
|--|-------------------|-------------------|--------------------|
| ASSETS | | | |
| Current Assets | | | |
| Checking/Savings | | | |
| Southside Bank - Checking | 22,643.35 | 74,523.84 | (51,880.49) |
| Challenge Reserve Account | 19,420.43 | 18,814.18 | 606.25 |
| Total Checking/Savings | 42,063.78 | 93,338.02 | (51,274.24) |
| Accounts Receivable | | | |
| Dues Receivable | 10,977.18 | 10,983.18 | (6.00) |
| Total Accounts Receivable | 10,977.18 | 10,983.18 | (6.00) |
| Total Current Assets | 53,040.96 | 104,321.20 | (51,280.24) |
| Fixed Assets | | | |
| Common Areas | 999.89 | 999.89 | 0.00 |
| Fencing | 12,325.00 | 12,325.00 | 0.00 |
| Irrigation System | 23,200.00 | 23,200.00 | 0.00 |
| Picnic Tables | 4,383.46 | 4,383.46 | 0.00 |
| Silt Pond | 50,882.23 | 50,882.23 | 0.00 |
| Swimming Pool/Bath House | 45,000.00 | 45,000.00 | 0.00 |
| Tennis Courts | 30,000.00 | 30,000.00 | 0.00 |
| Total Fixed Assets | 166,790.58 | 166,790.58 | 0.00 |
| TOTAL ASSETS | 219,831.54 | 271,111.78 | (51,280.24) |
| LIABILITIES & EQUITY | | | |
| Liabilities | | | |
| Current Liabilities | | | |
| Other Current Liabilities | | | |
| Playground funds payable | 2,053.81 | 2,053.81 | 0.00 |
| Prepaid Dues | 22,276.05 | 24,357.05 | (2,081.00) |
| Prepaid Expenses by Rosewood | 20,000.00 | 20,000.00 | 0.00 |
| Total Other Current Liabilities | 44,329.86 | 46,410.86 | (2,081.00) |
| Total Current Liabilities | 44,329.86 | 46,410.86 | (2,081.00) |
| Total Liabilities | 44,329.86 | 46,410.86 | (2,081.00) |
| Equity | | | |
| Net Assets | 223,463.82 | 223,463.82 | 0.00 |
| Net Income | (47,962.14) | 1,237.10 | (49,199.24) |
| Total Equity | 175,501.68 | 224,700.92 | (49,199.24) |
| TOTAL LIABILITIES & EQUITY | 219,831.54 | 271,111.78 | (51,280.24) |

Woods POA
VP Lake & Common Grounds
Mike Groscup

- The dredging is completed and is looking good, Owen will give a complete report.
- Vxnus fiber optics broke a 2" water line under Lake Vista, it took almost a month to repair the line.
- Tony replaced the drain pipes next to Candy Carroll's house.
- The dredging areas received Hydro-mulch and the grass is growing well.
- We need to install sprinklers on both silt ponds and reseed the same.
- Tony, Jimmy Harris, and I checked and repaired/replaced sprinkler heads and pipes around the lake.
- Owen, Tony, Jimmy Harris, and I met with Richard Clark about a monthly service to maintain the sprinkler system around the lake, Richard's bid was \$400. per month, which would include checking all zones and sprinkler heads/pipes. He would do some repairs, and after 4 hours his hourly rate is \$45. per hour. Richard also recommended changing the sprinkler timer to a blue tooth timer and changing some heads to a more efficient head and having extra heads on hand.
- Hugo Ramirez was supposed to meet with me this week for another estimate but so far, he hasn't called back.
- Changed 2 Woods entry lights to solar LED's.

Respectfully Submitted,

Mike Groscup

Woods POA
VP Recreational Facilities and Security Report

Recreation and Security enjoyed a great year. The pool opened early in May, and with the record heat, the neighborhood pool was busy throughout the summer.

Special thanks to Ron Boganschultz, our paid pool technician, and to Ken Oglesbee, our volunteer overseer (who daily unlocks/locks the bathrooms).

I have enjoyed encountering numerous happy swimmers—many of whom commented about the excellent upkeep of the pool and pool area. I appreciated the way our neighbors have taken care of our properties (generally picking up trash, locking up after use, and alerting me to problems).

I have been busy with pool/tennis court key distribution. As you may remember, we rekeyed our facilities to open with one key instead of two.

Our tennis courts don't appear to be getting much use, but the courts are ready when you are. The basketball goal has been a nice addition to our recreation area.

From a security standpoint, I believe we have been relatively free from issues.

We are blessed to live in this amazing neighborhood among wonderful people. Thank you for you the opportunity to serve you on this board these past two years.

Respectfully submitted,

Chris Pulliam

Woods POA
VP Architectural Control

The following requests and issues were considered by the board from Nov. 2021 to Aug. 2022:

3208 Lake Forest (Solar Panels): The homeowner requested to install solar panels on her roof. As this was the first request for solar panels in the association, the board approved the change to the exterior of the home with the following requirements:

Solar Panels are allowed but first must have board approval.

1) According to Texas state law, all neighbors facing any section of the panels must give full approval for the installation of solar panels on a roof.

Prop. Code §202.010 does permit a prohibition of rooftop solar panels if the installation:

(A) extends higher than or beyond the roofline;

(B) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

(C) has a frame, a support bracket, or visible piping or wiring that is not in silver, bronze, or black tones commonly available in the marketplace.

2) To keep the solar panel as unobtrusive as possible, the panels approved must blend as much as possible with the roof color. Therefore, the board approves Monocrystalline cells with a black back sheet. No polycrystalline cells with a blue hue or white back sheet that creates a grid of white lines around them may be used.

3) Black-colored critter guards or black solar skirts may be used **between** the solar panels only.

4) No steel mesh or other type of mesh, bird netting, spikes, wire, or any other type of barrier may be used on top or over the solar panels at any time.

5) All “conduit” piping must be painted to blend with the roof or painted black to blend with the solar panels.

6) Solar panels in a yard are prohibited.

3707 Pine Bluff Circle (Garage Apartment): (1) Without submitting architectural drawings to the Woods POA Board or having written Woods POA Board approval, and (2) without any required city permits, city inspections, or approval for meeting Tyler Planning and Zoning requirements, the homeowners enclosed and converted their garage into an independent apartment dwelling. The homeowners subsequently rented the converted garage to one or more people. Furthermore, this conversion was not in compliance with the covenants requiring a two-car garage nor in compliance with the City of Tyler’s zoning restrictions for single-family dwellings.

After 6 months of negotiating and without a legal suit, the board and the homeowners have reached and signed a settlement. This settlement will bring the property back into compliance with the covenants and any city permits, inspections, and planning and zoning requirements within 120 days of 8/24/2022. The entirety of the settlement will be attached to the minutes.

3307 Lake Pine Circle (Driveway Widened): The board approved a request for the widening of the home's driveway, and a new request for renovating an exterior patio is before the Architectural Review Committee at this time.

3711 Lake Vista Circle (Widen Patio): The board approved a request to widen a concrete back patio.

3708 Lake Vista Circle (Exterior Paint Colors): The board approved new paint colors for the entire exterior of the home's brick and wood surfaces.

3839 Lazy Creek (Covered Patio): The homeowner has submitted a request to add a covered patio to the rear of the home. The architectural review committee's report has been presented to the board and is now under board review.

Covenant Revision Process:

Thank you to the committee members who spent many hours working together to help update the covenants. Though this revision process has stayed, I would like to thank the members for working together to benefit the whole association.

Committee members in alphabetical order: Charles Armstrong Jack Balko, Jimmie Harris, Aubrey Sharpe, Oscar Strickland, Dori Stricklin, Greg Wall, Melinda Weedon, Joe Williams, Carole Wonsiewicz,

Architectural Review Committee:

According to Texas state law, POAs and HOAs must now have an architectural review committee. This committee may consist of one or more people in the HOA/POA, but they may not serve on the current board. The committee gives their recommendation on a request to the board. The board retains the final say in the approval or denial of requests.

The volunteers for the Architectural Review Committee are Todd Glass, John Young, and Jason Barefield. Thank you to this committee who has volunteered their time and worked together to review architectural requests before the board.

Respectfully submitted,

Melinda Weedon

Woods POA
VP of Social Activities



**Vice President of Social Activities
2022 Expenses
As of Annual Meeting
August 25, 2022**

| | | |
|---|--|--------------------------------|
| Did not have February New Neighbors catered meal due to bad weather | | Budget \$300 |
| April 7 - 9 th | Garage Sale with proceeds toward playground Printing handouts Total proceeds \$2050.00 | Budget \$100 Spent \$37.35 |
| April 16 th | Easter Egg Hunt at Tennis Courts Supplies & Lunch (25 Attended) | Budget \$100 Spent \$78.03 |
| May 28 th | Opening Pool Party w Hotdogs Supplies & Lunch (35 Attended) | Budget \$300 Spent \$159.08 |
| September | Fishing Contest at Bridge | Budget \$100 |
| October 29 th | Halloween Party at Tennis Courts | Budget \$200 |
| December | Christmas Party | Budget \$200 |

+++++

**VP of Social Activities
2022 Other Activities**

1. Provide New Neighbors a Welcome Packet
2. Distribute the “Home of the Month” Sign
3. Help to update Email and Phone lists of members

Social Activities Committee: Celia Balko, Candy Carroll, Tara Propper and Tita Williams

Candy Carroll, VP of Social Activities, candylea.carroll@gmail.com, 806.787.6766

ATTACHMENT B
Price Settlement Agreement

Compromise Settlement Agreement and Release

I. Parties.

The Parties to this Compromise Settlement Agreement and General Release are the Woods I & II Property Owners' Association, Inc. (the "Woods POA") on one hand, and Glenn A. Price and Carol G. Price on the other (the "Prices"), and the cumulatively, the Parties.

II. Statement of Facts.

The Parties stipulate and agree to the following facts:

1. the Prices are the owners of the property at 3702 Pine Bluff Circle, Tyler, TX, (the "Property");
2. the Prices converted the detached garage on the Property into a full-living apartment, leaving the property without a two-car garage;
3. the Prices have rented the apartment and permitted persons unrelated to them to inhabit the apartment on the Property;
4. the Woods POA has notified the Prices that it considers these acts to be in violation of the restrictive covenants and zoning laws applicable to the Property; and,
5. the Prices have disputed whether such acts are in violation of the restrictive covenants applicable to the Property; and,
6. therefore, bona fide disputes and controversies exist between the Parties as to the fact and extent of liability, if any, and as to the fact and extent of damages, if any. By reason of such disputes and controversies, the Parties desire to enter into this Settlement Agreement in order to avoid further trouble, litigation, and expense, and to discharge all claims and causes of action, known or unknown, arising from any events, acts, or omissions that have occurred prior to the date this Settlement Agreement is signed.

III. Scope of the Settlement Agreement.

The Parties desire to settle all claims and causes of action of any kind whatsoever that they may have against each other. The Parties intend that the full terms and conditions of the compromise and settlement be set forth in this Settlement Agreement.

Therefore, in consideration of the agreements, representations, and warranties set forth in this Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

IV. Representations and Warranties.

Each party to this Settlement Agreement warrants and represents that he, she or it has the power and authority to enter into this Settlement Agreement and that this Settlement Agreement is valid, binding, and enforceable upon it, him or her, and any entity that he or she represents.

V. Settlement Terms.

In reliance upon the representations, warranties, and covenants in this Settlement Agreement, the Parties have settled and compromised their claims and causes of action against each other as follows:

The Parties agree that they:

1. will contact the City of Tyler Planning & Zoning, Permitting, and Inspection Offices and have them inspect the current improvements of the garage conversion and added Tool Room. Within 30 days of this agreement, submit documentation to the Wood POA Board of Directors of the aforementioned inspections. Prior to the commencement of work, submit documentation to the Woods POA Board on how they plan to rectify any such violation(s) that might arise from the inspection and complete such action within 120 days of this agreement. When such corrective actions are complete, submit documentation to the Woods Board of Directors that the work has been completed as previously outlined, and the City of Tyler has approved them.

2. will remove the stove from the converted garage apartment, cap the gas line, and permanently build over the space so that it cannot be replaced. The stove should be removed immediately and the work completed within 60 days of the date of this Agreement. Provide Documentation to the Board immediately following the completion of the work.

3. will restore the previously enclosed garage area in the main residence to a fully functioning two-car garage with a working garage door within 120 days from the date of this Agreement. Additional time may be granted if evidence can be provided that the work is being conducted in a timely matter and delays are related to unforeseen circumstances.

4. will obtain and provide to the Board any necessary City of Tyler building permits, inspections, and approvals for the restoration of the previous garage space within the main residence.

5 will comply with The Woods POA covenant process for any exterior changes to either structure, by submitting full drawings and plans for written board approval prior to the commencement of work.

6. will not rent or lease the living space in the converted garage apartment to any person or entity for any period of time. If the Property is vacated by the owner, only one lease or rental agreement can be in place for the lot, so that the main residence and the converted garage apartment cannot be rented or leased as separate living spaces. The number of occupants that inhabit the lot may not exceed the maximum allowable number as determined by the city, state, and federal law.

If the Prices fully comply with numbers 1 thru 6 above, The Woods POA Board agrees that it will not commence litigation against the Prices to require the former detached garage (now converted into livable space), to be converted back to a fully functioning two-car garage. If the Woods POA has to file litigation to enforce this settlement agreement, the Prices agree to compensate the Woods POA all fees associated with this enforcement.

VI. Release of Claims.

In consideration of the actions specified in the preceding paragraph, and conditioned upon the extent and timeliness of the Prices performance herein, the Parties agree to generally release, acquit, and forever discharge each other from any and all claims, demands, and causes of action of whatever kind or character that they have, or may have in the future, whether known or unknown, based on any events that occurred prior to the date this Settlement Agreement is signed to the extent they grow out of or are connected in any way with the dispute set out herein.

This release is to be construed as the broadest type of general release and includes, but is not limited to any claim growing out of, or connected in any way with, the matters set forth herein.

VII. Miscellaneous.

The Parties agree that this Settlement Agreement is entered into for settlement purposes only in order to avoid further trouble, litigation, and expense.

This Settlement Agreement has been prepared by the joint efforts of the Parties. Therefore, no ambiguity in this Settlement Agreement shall be interpreted against or adversely to any Party based upon who may have drafted the language of any particular term or provision.

If any provision of this Settlement Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

THE PARTIES EXPRESSLY WARRANT AND REPRESENT AND HEREBY STATE THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO THEM IN EXECUTING THIS RELEASE; THAT THEY ARE NOT RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY AGENT OF ANY OPPOSING PARTY; AND THAT THEY ARE RELYING UPON THE ADVICE OF THEIR ATTORNEYS CONCERNING THE LEGAL CONSEQUENCES OF THIS SETTLEMENT AGREEMENT.

This Settlement Agreement shall continue perpetually and shall be binding upon the parties and their successors and assigns, and shall inure to the benefit of the parties and their successors and assigns.

This Settlement Agreement represents the entire agreement and supersedes all prior written or oral agreements, and the terms are contractual and not mere recitals.

This Settlement Agreement may not be amended, altered, modified, or changed in any way except in writing signed by all parties to the Settlement Agreement.

THE PARTIES EXPRESSLY WARRANT THAT THEY HAVE CAREFULLY READ THIS SETTLEMENT AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN THIS SETTLEMENT AGREEMENT AS THEIR OWN FREE ACT.

This Settlement Agreement may be executed in multiple originals.

Glenn A. Price

Date: 8/24/2022

Glenn A. Price

Carol G. Price

Date: 08/24/2022

Carol G. Price

Owen B. Sanderson

Date: 8/24/2022

Woods I & II Property Owners' Association, Inc.

By its Acting President

Owen B. Sanderson

STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned authority, on this day personally appeared Glenn A. Price, Carol G. Price, and Owen B Sanderson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of August 2022.

[Signature]
Notary Public in and for the State of Texas

