

August 1, 2022
Common Driveway Repair
Very Important. Response Required

Dear Homeowner,

I hope this letter finds you well. The Olde Cypress Mill HOA Board is reaching out to you regarding the dire need to repair the common driveway in which your property is on. These driveways have been in bad shape for quite a while now and the Board has made this our **top priority** this year to get them fixed. After months of research and trying to figure out the best way to accomplish this task we have settled on a couple of options. The details are below. This matter requires property owner's participation. There is a **required response time of 30 days** from the date of this letter for your response with your comments and option selection. **A board meeting has been scheduled for September 1st 7pm at 17741 S Cypress Villas Dr., Spring, TX 77379** (located inside our subdivision). At the meeting you will be able to ask questions, get more info and make your decision. Selections can also be mailed in prior to this meeting. A ballot for your selection has been added to this mailer. We have also enclosed a proxy form if you would like to have someone else represent you as a proxy at the upcoming meeting.

The options we have are as follows:

- 1) Enter into a Shared Maintenance Agreement between the HOA and each homeowner on each street or
- 2) Strictly enforce the current CC&R's that govern our property owner's association.

These two options have shown to be the only viable and legal options for us to repair and maintain the common driveways in our subdivision. Below will be a more detailed explanation of each option we have before us.

Problems with the driveway in its current state

- Damage to vehicles
- Poor water drainage
- Eye sore
- Lowers property value
- Inadequate parking spaces available
- HOA does not have the authority to repair and maintain the driveways
- Delivery and trash trucks add more wear and tear to already damaged driveways

Option 1

Shared Maintenance Agreement

With a Shared Maintenance Agreement, each homeowner and the HOA Board would have to sign a maintenance agreement contract that will allow the HOA on behalf of the homeowners to

- Obtain multiple repair quotes and present to each homeowner for their approval
- Manage the repair project
- Maintain regular maintenance, upkeep, and emergency repair of the driveway
- HOA will contribute 20% of the total repair costs
- Evenly distribute the remaining balance due to each homeowner on their street

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- Give homeowners the option to enter a payment plan to cover their portion of the repair cost
- All homeowners on the same street must agree to the Shared Maintenance Agreement for it to be approved and go in to effect

Benefits of a Shared Maintenance Agreement

- Repairs completed faster and at the same time
- Street will look uniform
- Asphalt material can be used which will be much more affordable than concrete
- Total cost will be more affordable
- HOA will manage the project
- HOA can share cost of repair and maintenance using funds from the Reserve Fund Account
- Proper water drainage for the street
- Payment plan option
- Property value will be maintained and/or increased

Enclosed with this letter is a draft copy of the Shared Maintenance Agreement. After all homeowner questions and concerns are addressed, and after any changes to the agreement are made, we will finalize the agreement for signing.

Option 2

Strict Enforcement of the Declaration of Covenants, Restrictions and Reservations

If no agreement is reached the HOA Board will enforce the Deed Restrictions requirements as stated in Article XII of the Declaration of Covenants, Restrictions and Reservations and section 7 of the Restriction's policy (attached to this letter). This option will be enforced by notice of a deed restriction violation with a limited time for the violation to be corrected. If violation is not corrected in the allotted amount of time as described in the policy, then legal action will be pursued to remedy the violation. Legal cost can also be recovered if legal action is necessary.

If a homeowner decides to make repairs on their own there are a few things to keep in mind to correctly repair your section of the common driveway.

- Survey must be obtained to correctly identify your property boundary lines extending out into the common driveway
- Homeowner may have a much larger portion of the driveway depending on the survey boundary lines which would result in a larger cost of repairs
- Architectural Review request form will have to be submitted and approved by the Board. Asphalt will not be an available option for repair, only concrete and the construction must meet the guidelines and specs that are approved by the HOA Architectural Committee. Concrete cost will be more expensive.
- Repairs will have to be done by an approved contractor from a supplied list from the HOA Board
- Please keep in mind that this solution may not be available for certain sections of the common driveway. Individual repairs may be dependent upon the level of damage to your area of repair (more info about the repair process available. Please call for more information or you can attend

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the meeting on September 1st. We will have a qualified repair company attending the meeting to answer questions)

With individual homeowner repair this will result in a patchwork repair and will be harder to make the driveway look uniform or meet the required standards for a neighborhood street and can result in

1. Longer repair time, no coordination of repairs, HOA cannot maintain or upkeep the driveway
2. Water drainage runoff problems (possible yard and street flooding)
3. Higher cost to repair
4. Chaotic entry and exit of driveway
5. Your section may not be repairable, depending on the damage surrounding your section of the common driveway

This letter is our attempt to inform you of the options we have to repair our shared common driveways to help make our community look much better and solve the many complaints we get such as damaged vehicles, limited access to homes, eye sore and the access for trash and delivery trucks.

The HOA Board strongly recommends Option 1 which we have listed above the many benefits to every homeowner with a property on a common driveway. This option will help move our community forward in to current times and not allow the subdivision to fall further into disrepair.

We will have a board meeting on September 1st 7pm at 17741 S Cypress Villas Dr., Spring, TX 77379 for discussion and comments. In the meantime, if you have any questions or concerns you can give us a call at 346-800-7469 or send an email to TheManager@HomesteadHOAm.com.

Enclosed with this letter are summaries of repair quotes from three companies.

A ballot has been enclosed for your option selection. You can mail the proxy letter and ballot with your selection to 4008 Louetta Rd #141 Spring, TX 77388 or if you will attend the meeting, you can turn your ballot in at that time.

We thank you for your time and attention on this important issue concerning our community.

Thank You

James Douglas

Olde Cypress Mill POA President

SHARED MAINTENANCE AGREEMENT

An Agreement made this _____ day of _____, 2022, applicable to the undersigned lot and easement owners,

RECITALS

WHEREAS, **BRIDGEWAY CONSTRUCTION CORPORATION** and all its successors and assigns and **CYPRESS VILLAS PROPERTY OWNERS ASSOCIATION a/k/a OLDE CYPRESS MILLS PROPERTY OWNERS ASSOCIATION (“Association”)** signed and filed a “Private Easement Deed” filed in the Harris County Real Property Records under file #F435289. In accordance with the Private Easement Deed, the parties wish to enter into an agreement for the maintenance of certain private roads located within the Cypress Villas subdivision. This agreement is entered into for the benefit of the lot owners.

WHEREAS, the Private Roads and easements are more particularly described in the attached “Exhibit A and B”. This agreement pertains to and applies to the road named as “_____” as stated in the easement agreement attached to this agreement as “Exhibit A”; and

WHEREAS, the undersigned lot owners are the owners of said private roadways; and;

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Private Roads. The Association recognizes that the maintenance and upkeep of the Private Roads is essential to the overall common plan and/or scheme of the subdivision. The Association desires to contribute to the cost of such maintenance and upkeep of the Private Roads; and

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Definition of a Lot. A lot is defined as a land entity having a certified survey map (CSM) or a platted subdivision lot number. Each lot is assessed and granted (1) vote regardless of the number of owners. If a lot is owned by more than one person, all of the owners of the lot will collectively be referred to as the “lot owner” for purposes of this Agreement, and will be entitled to one collective vote (i.e. each lot represents one vote in the matters covered by this Agreement).

Vehicle and Pedestrian Access Easement. The Roadway Property described in Exhibit A shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the lot owners and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the Association to conduct semi-annual road

reviews. Property described in Exhibit B is excepted from this agreement and has been eliminated as a Private Roadway subject to easements.

Review of Road Maintenance. The Association shall be responsible for noticing the abutting owners of damage to the roads and notice of maintenance. Owners will be notified by certified mail and regular mail of road maintenance. The Association shall provide three bids to the owners that include such information as the company name, the bid price, materials to be used and the standards by which the company adheres to when completing maintenance.

Approval or Rejection of Work. Before authorizing expenditures for road maintenance, lot owners will be notified by the Association and a majority agreement will be required. As stated above, each lot will be allotted one vote that can be cast for approval or rejection of work to be completed. Owners have 30 days to respond with either an approval or objection/rejection and the reason for rejecting the work to be completed. If any lot owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed twelve hours).

Cost Sharing. Road maintenance and/or road improvement costs shall be shared between each lot and the Association. The total cost will be divided at 80% assigned to the lot owners, and 20% (twenty percent) assigned to the Association. The 80% (eighty percent) lot owner responsibility will be shared evenly between each lot abutting the Private Road. Notice of each owner's cost responsibility will be disclosed at the time the lot owners are billed for the final invoice. At no time will the estimate or bid for costs/labor/materials will be considered the final cost for repair or maintenance of the roads.

Payment Plan. Each individual lot owner may negotiate and sign a payment plan with the Association for the lot owner's responsibility under the cost sharing agreement. All payment plans must be in writing and signed by the lot owner and the Association. The payment plan shall follow the following terms:

1. The lot owner will pay 50% (fifty percent) of the total cost as a down payment and will pay the remaining cost in 12 (twelve) months or less. No extensions of payment plans will be allowed.

Delinquency. If any lot owner becomes delinquent on any payment plan or becomes

delinquent on the total amount owed for any year, the Association will add the delinquency to the lot owner's account, the delinquency will be treated as an assessment, and the delinquency will be treated as a personal obligation of the lot owner. No lot owner may exempt themselves from liability for the cost sharing agreement responsibility. The cost sharing responsibility of the lot owner shall be secured by a lien in the same manner that an assessment is treated in the Association's dedicatory instrument.

Annual Road Review by Association. The Association shall be responsible for inspection and bidding for the road maintenance and/or road repair.

Emergency Repairs. If the Association is made aware of emergency safety conditions on a Private Road, the Association will attempt to confer with the lot owners and request that the necessary repairs be completed immediately. If the emergency is of an immediate urgent nature, including, but not limited to, water pipe leaks, severe damage to the concrete, and circumstances where driving on the road would be impossible, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs. The total cost will be divided and notice of each owner's responsibility will be disclosed at the time the lot owners are billed for the final invoice. At no time will the estimate or bid for costs/labor/materials will be considered the final cost for repair or maintenance of the roads.

Effective Term. This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.

Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

Amendment. This Agreement may be amended only by a two-thirds majority consent of all lot owners.

Enforcement. This Agreement may be enforced by a majority of lot owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a mediator shall be appointed to resolve the dispute. Any mediated settlement agreement shall be final and binding on all of the lot owners. All parties shall share in the cost of any mediation.

Notices. Lot owners under the Agreement shall be notified by certified and regular mail. If an address of a lot owner is not known, a certified notice will be mailed to the address to

which the lot owner's property tax bills are sent.

Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

Maintenance Standards. The Private Road shall be constructed and maintained in accordance with County Standards.

Liability. It is understood and agreed that the Association and the agents shall not be liable or responsible in any manner to the lot owners along the road, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the owners.

Signatures of all lot owners and Association

Acknowledgement for each signature (each signature needs to be acknowledged and notarized)



Estimate

H.E.V Asphalt Paving LLC

For: James Douglas
 jdinvest@sbcglobal.net
 17823 S Cypress Villas Dr
 Spring, TX, 77379
 (281) 415-1402

Estimate No: 972
 Date: 06/24/2022

Description	Quantity	Rate	Amount
W. Cypress Villas Dr 4410-4424 Approximately 5,000ft. ² Not including Apron entrance Barricade and secure area for safety Machine sweep and clean of debris Use asphalt binder for leveling Compact with vibratory steel wet drum asphalt roller Tack coat area with ss1 bonding to help asphalt bond to concrete Install 2 inches of type D modified HMA hot mix asphalt with heated screed asphalt paving machine Compact with vibratory steel asphalt wet drum roller	1	\$18,750.00	\$18,750.00
W. Cypress Villas Dr 4432-4446 Approximately 5,360ft. ²	1	\$20,100.00	\$20,100.00
W. Cypress Villas Dr 4454-4468 Approximately 5,230ft. ²	1	\$19,612.00	\$19,612.00
W. Cypress Villas Dr 4472-4488 Approximately 6,375 ft. ² Not including Apron entrance	1	\$23,906.00	\$23,906.00
S. Cypress Villas Dr 4454-4468 Approximately 11,210ft. ² Not including Apron entrance	1	\$42,037.00	\$42,037.00
S. Cypress Villas Dr 4454-4468 Approximately 2,000 ft. ² Patch	1	\$7,500.00	\$7,500.00

Subtotal	\$131,905.00
Total	\$131,905.00

Total	\$131,905.00
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Notes

To be paid on completion
Thanks Vallie Harrison 4th



PROPOSAL & CONTRACT



June 14, 2022

Homestead HOA Management
17823 S. Cypress Villas Dr.
Spring, TX 77379

Houston Division
9900 Windfern Rd
Houston, TX 77064
Office 281-571-8040

Attn:

Re: Homestead HOA Management

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Total
Section #1	6" Concrete Remove and Replace	4347	SF	\$ 57,110.43
Section #2	6" Concrete Remove and Replace	2060	SF	\$ 35,403.85
Section #3	6" Concrete Remove and Replace	4416	SF	\$ 60,017.38
Section #4	6" Concrete Remove and Replace	3785	SF	\$ 57,974.05
Section #5	6" Concrete Remove and Replace	9640	SF	\$ 130,039.02
Section #6	6" Concrete Remove and Replace	756	SF	\$ 13,404.87
Section #7	6" Concrete Remove and Replace	960	SF	\$ 19,361.69
Section #8	6" Concrete Remove and Replace	100	SF	\$ 4,042.77
Section #9	6" Concrete Remove and Replace	3042	SF	\$ 45,335.94
Total Project Cost =				\$ 422,690.00

The work is to be performed as follows: [\(Reference Plans or Site map as necessary\)](#)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

17823 S. Cypress Villas Dr. - Spring, TX 77379

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Vince Cavallaro
Project Manager

DESCRIPTION OF WORK:

6in Concrete Repair

Saw cut defined limits of areas. Excavate failed pavement to a depth of 6". Drill ,dowel and epoxy grout edges of repair with #6 deformed dowels. Place 6" concrete with a broom finish. Reinforce with #4 rebar at 18" on center. Concrete shall be 4000 PSI with air entrainment for durability and resistance to surface scaling. Cure concrete with liquid membrane curing compound to insure strength development. Sawcut control joints as necessary.

PAVEMENT REPAIR PLAN

Homestead HOA Management
17823 S. Cypress Villas Dr., Spring, TX 77379



SUMMARY OF WORK - 6in Concrete Remove and Replace

Section #1 - 4347 SF
Section #2 - 2060 SF
Section #3 - 4416 SF
Section #4 - 3785 SF
Section #5 - 9640 SF

Section #6 - 756 SF
Section #7 - 960 SF
Section #8 - 100 SF
Section #9 - 3042 SF

AAA PAVING Since 1964 LLC
397 N. Sam Houston Pkwy E.
Suite #475 I
Houston, TX 77060
PHONE#281-809-5545

Paving Site Work Stabilization Demolition Excavation Underground Utilities

DATE: June 15, 2022

Old Cypress POA
Project: Villas
Jobsite: 17823 S. Cypress Villas Dr.
Houston, TX 77379

AAA Paving Since 1964 LLC (AAA) hereby proposes to furnish all materials, equipment, mobilization and perform all labor necessary to complete the following:

Total Area: 40,114 Sq. Ft.

Scope of Work Items:

Asphalt Paving- Includes 9 drive lanes (to be verified with customer at a later date and marking proposed repair areas)

Pave total areas with 2 in. of Hot Mix Asphalt type D and vibratory compact.

Cost \$67,700

Prep Work as follows: Existing concrete surface is in extreme poor condition and removing all sections of cracked broken concrete is recommended. However, a less expensive scenario is as follows. Removal and repairs to the worse areas or more can be performed upon further review with the customer. Hair line cracking will most likely occur from existing unstable concrete, which AAA Paving will not be responsible for the cracks or integrity of the poor existing conditions to the substrate.

3 separate methods for 3 different existing conditions as follows:

1. 2,200 SF. Add Crushed base material to existing low and sunken areas, grade and vibratory compact. \$5,000.
2. 14 tons of Asphaltic level up to low areas or uneven transitions. \$2,800.
3. 3,023 SF. Full depth Repairs- Break out existing concrete and continue excavation to a total depth of 8 in. Install 8 in. of Crushed base grade and vibratory compact. \$14,200.

Barricades/Traffic Control:

Project to be performed in 3 phases, includes setup of safety cones, looper cones & caution tape, and type 3 barricades for the duration of each phase. **\$325.00 each phase, Cost \$_975.00**

Total Cost: \$86,175.00

Bid Exclusions:

- a) All work not noted under the Scope of Work
- b) Integrity of existing base, Sub-Base or Subgrade
- c) Silt Fencing or Erosion Control
- d) Site Utility Work
- e) Payment and Performance Bond
- f) Work Hour Restrictions
- g) Inspections or Surveys
- h) Obtaining permits

Payment Terms: Progress payments required.

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of Eighty Six Thousand one hundred seventy five dollars (\$86,175.00)

Payments due and payable in Harris County, Texas. Any action necessary for collection such as court costs and attorney fees, shall be payable by said customer.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Olde Cypress Mill POA
OPTION FOR THE SHARED
MAINTENANCE AGREEMENT
OFFICIAL BALLOT

Please vote and return this ballot to:

Olde Cypress Mill POA
4008 Louetta Rd #141
Spring, TX 77388

Ballots must be received by mail or returned in person by September 1st 7pm (CST), to be included in the tabulation of votes.

Owners(s) Option for Lot(s) to be covered by the Shared Maintenance Agreement

OPTION SELECTION FOR SHARED MAINTENANCE AGREEMENT
(VOTE FOR ONE)

1. OPTION 1 – Yes for Shared Maintenance Agreement

2. OPTION 2 – No for Shared Maintenance Agreement

Signature

Print Name

Property Address

Date

COMMENTS

PROXY

Name of Association: Olde Cypress Mill POA

Member Name(s): _____

Member Address: _____

The undersigned member(s) of the above-named Association hereby appoint the following named individual as the Proxy Holder of the undersigned to attend the hereinafter described meeting and to represent, vote, execute, consent, waive and otherwise act for the undersigned in the same manner and with the same effect as if the undersigned were personally present at said meeting:

Name of Proxy Holder: _____

Meeting where Proxy Holder may act:

Date of Meeting: September 1st 2022

Type of Meeting: Board Meeting

Time of Meeting: 7pm

Place of Meeting: 17741 S Cypress Villas Dr.

Spring, TX 77379

THIS PROXY IS REVOCABLE BY THE BELOW MEMBER(S) AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NENETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

Dated: _____

Member(s):

Name:

Name: