

**Bayou Island Park Homeowners Association**  
**Minutes of Annual Meeting**  
**January 7, 2021**

The Annual Meeting of members of the Bayou Island Park Homeowners Association, Inc. was held a on January 7, 2021 beginning at 7pm, in the Amphitheater of Memorial Drive Presbyterian Church, Houston, Texas.

1. **Call To Order:** The President of the Association, Reggie Spiller, acting as Chairman of the meeting called the meeting to order at 7 pm. He announced that the Secretary, Jody Harrington, gave written notice of the meeting to all homeowners on December 1, 2019.
2. **Declaration of Quorum:** The Secretary announced that at least 17 members of the association qualified to vote are present at the meeting, either in person or by proxy, and therefore there is a quorum for the meeting.
3. **Presentation of Accomplishments:** The Chairman presented an overview of the accomplishments of the 2020 board of directors.
4. **Nomination and Election of Directors:** The first order of business for the meeting was the nomination and election of directors. The Chairman stated that the bylaws of the Association provide for a five person board of directors. He announced that he and two other directors, Santosh Kedia an Hernan Guajardo, would not be standing for re-election but Jody Harrington and Kit La had agreed to their nominations for another term on the board. The Chairman announced that five other members had been nominated for election: Gene Butler, Kim Gustafson, Joe Henkel, Suzanne Holliday and Hassan Sedaghat. Reggie Spiller asked if there were any additional nominations, and there being none, called upon Santosh and Aruna Kedia to distribute written ballots and stated that a vote of the majority of those present in person or by proxy is required to elect a director. Responding to a member request, the President called on Gene Butler, Kim Gustafson, Joe Henkel and Suzanne Holliday to introduce themselves and tell why they were willing to serve. Since Hassan Sedaghat was unable to attend because he is ill with Covid-19, Reggie Spiller, who nominated him, spoke on his behalf. Santosh and Aruna Kedia tabulated the votes and announced that the duly elected members of the board of directors for 2021 are Gene Butler, Joe Henkel, Kit La, Jody Harrington and Hassan Sedaghat.
5. **Financial Report:** The Treasurer, Kit La, presented a financial report, which is included in the presentation and incorporated for all purposes. The year-end financials prepared by the HOA accountant were emailed to all members in advance of the meeting and are incorporated for all purposes. The Treasurer answered several questions from members present at the meeting.

**6. Approval of Proposed Amendment to HOA Covenants:** The form for the proposed First Amendment to Second Restated Covenants, Conditions, Restrictions and Easements for the Association was distributed to all homeowners by the Secretary on December 1, 2020. The purpose of the amendment is to change the double assessment and two votes given the La family because their home sits on two lots to a single assessment and a single vote. The Chairman pointed out that approval of 67% of the members is required for approval of the document. Board Counsel Mike Harrington was called upon to explain the rationale for the proposed amendment, which had been unanimously recommended by the board of directors. Several questions from those present were addressed before the vote. Copies of the consent to the amendment were distributed and Mike Harrington stated that only those consenting to the amendment needed to sign and return them. Mike Harrington then distributed and tabulated the consents and announced that 24 consents were received, so the amendment was adopted. Mike Harrington will file the document in the office of the Harris County Clerk, at which time it will become effective. The Secretary will distribute it to the members in final form.

**7. Adjournment:** There being no further business, the Chairman adjourned the meeting.

Respectfully submitted,

Jody Harrington  
Secretary, BIP HOA Board of Directors

**Bayou Island Park**  
**Profit & Loss**  
January through December 2020 - Final Revision  
Jan - Dec 20

*Final Revision*  
*Board approved*  
*01/21/2021*

Ordinary Income/Expense

Income

Homeowner Assessments

2019 Annual Assessment	21,000.00
2020 Annual Assessment	22,750.00
2020 Spec Assess	16,000.00
2021 Annual Assessment	48,610.00
Late Fees	200.00

Total Homeowner Assessments 108,560.00

Interest Income 13.40

Total Income 108,573.40

Gross Profit 108,573.40

Expense

Annual Meeting-Room Rental 150.00

Bank Service Charge 46.00

Capital Improvement

Erosion Project 5,541.00

Smart Sprinkler Installation 5,333.50

Total Capital Improvement 10,874.50

Computer and Internet Expenses 518.44

Holiday Decorations 432.98

Insurance 5,757.40

Landscaping

Lawn Maintenance Monthly 4,240.00

Special Projects 7,376.00

Total Landscaping 11,616.00

Professional Fees 1,078.00

Repairs and Maintenance

Electrical 632.52

Guard House 204.13

Lights 2,719.81

Security Gate 969.83

Security Gate Remotes -32.57

Total Repairs and Maintenance 4,493.72

Security - Constable 4,000.00

Taxes

Harris County 20.00

Spring Branch Ind. School Dist 3.23

Total Taxes 23.23

Utilities

ATT-Telephone and Internet 1,264.97

Electric 519.97

Pest Control 1,053.00

Security Monitoring 911.20

Trash Collection 6,144.00

**Bayou Island Park**  
**Profit & Loss**  
**January through December 2020**

	<u>Jan - Dec 20</u>
Water	<u>20,362.56</u>
Total Utilities	<u>30,255.70</u>
Total Expense	<u>69,245.97</u>
Net Ordinary Income	<u>39,327.43</u>
Net Income	<u><u>39,327.43</u></u>



**BAYOU ISLAND PARK HOMEOWNERS ASSOCIATION, INC.**

**Delivered by Hand on January 27, 2021**

**Dear Mr. Vazir:**

**Please accept this letter as an informal neighborly request for information regarding the landscape work being done on your property, the rear of which is overlain by the Drainage Easement owned by us (and shown on the enclosed West Side Easement). We following items concern our Homeowners Association (HOA):**

- **Erosion – The potential for ground erosion affecting our easement tract seems imminent unless work, such as planting of groundcover vegetation, grasses, shrubs and trees is done in a timely manner. Please tell us your plans and timelines related to erosion control.**
- **Drainage Easement – The Drainage Easement we own allows you to build a fence on the easement tract, provided it does not interfere with our rights to come on to the easement property and remediate any potential erosion problem threatening our HOA property. We are concerned that building a new fence on our easement may affect the flow of water on our HOA property, largely when debris, stopped by a fence, impedes drainage. So please tell us about your plans for any new fencing. As the fence would be placed in the Hundred Year Floodplain (as shown on the enclosed FEMA map), before construction occurs we would like to see the Floodplain Use Permit issued to you by Harris County and FEMA. Please also assure us that any fence would have a gate or other opening that provides our HOA with easy access to the Drainage Easement tract, in accord with our rights under that easement.**

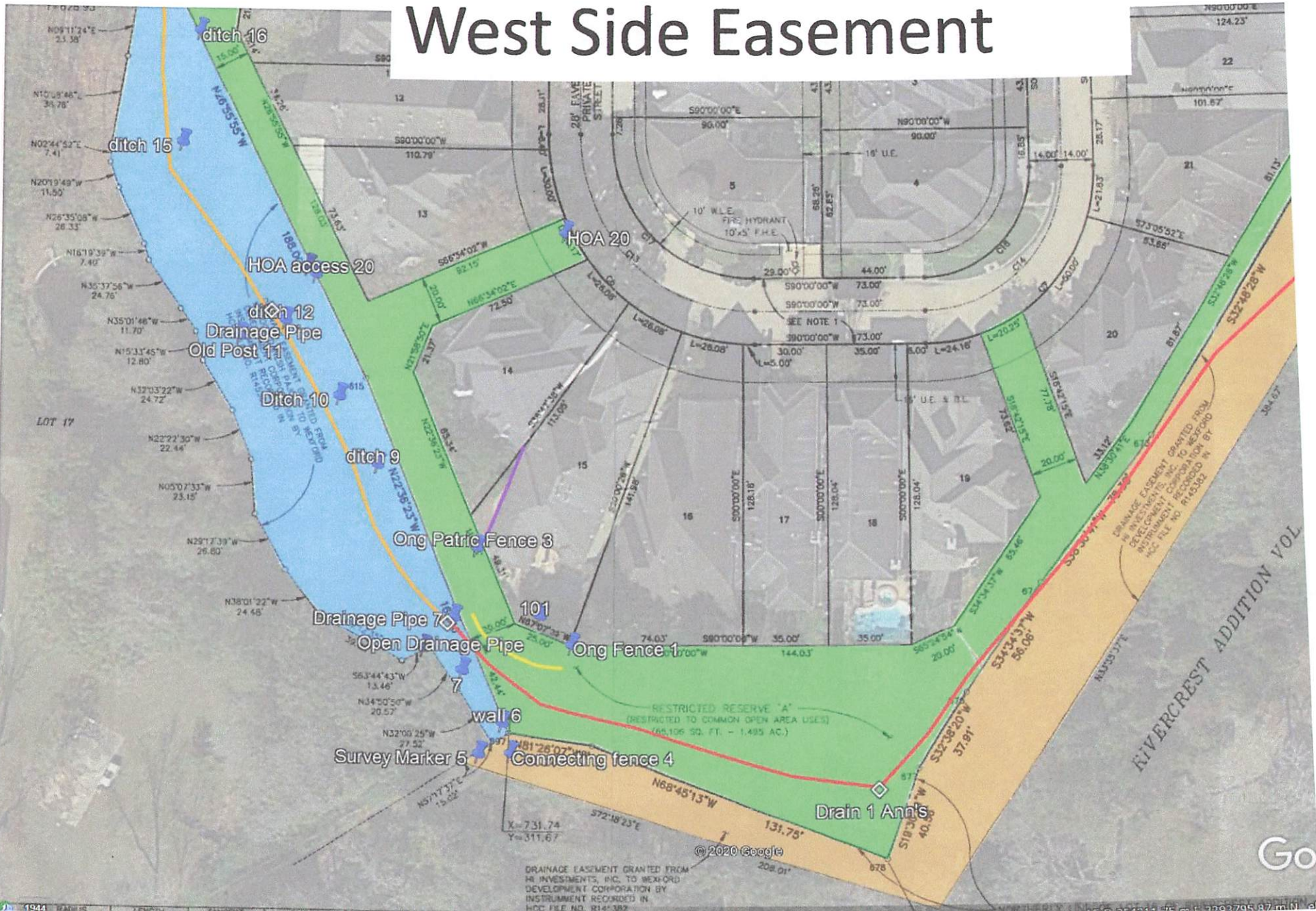
**These issues concern our HOA for obvious reasons. In addition, the Bayou Island Park homeowners who are in close proximity to your property are concerned about property values that may be negatively affected by the recent unnatural loss of the greenspace. Would you be kind enough to provide us with your plans regarding landscaping? This would help to ease anxiety and bring peace of mind to several families.**

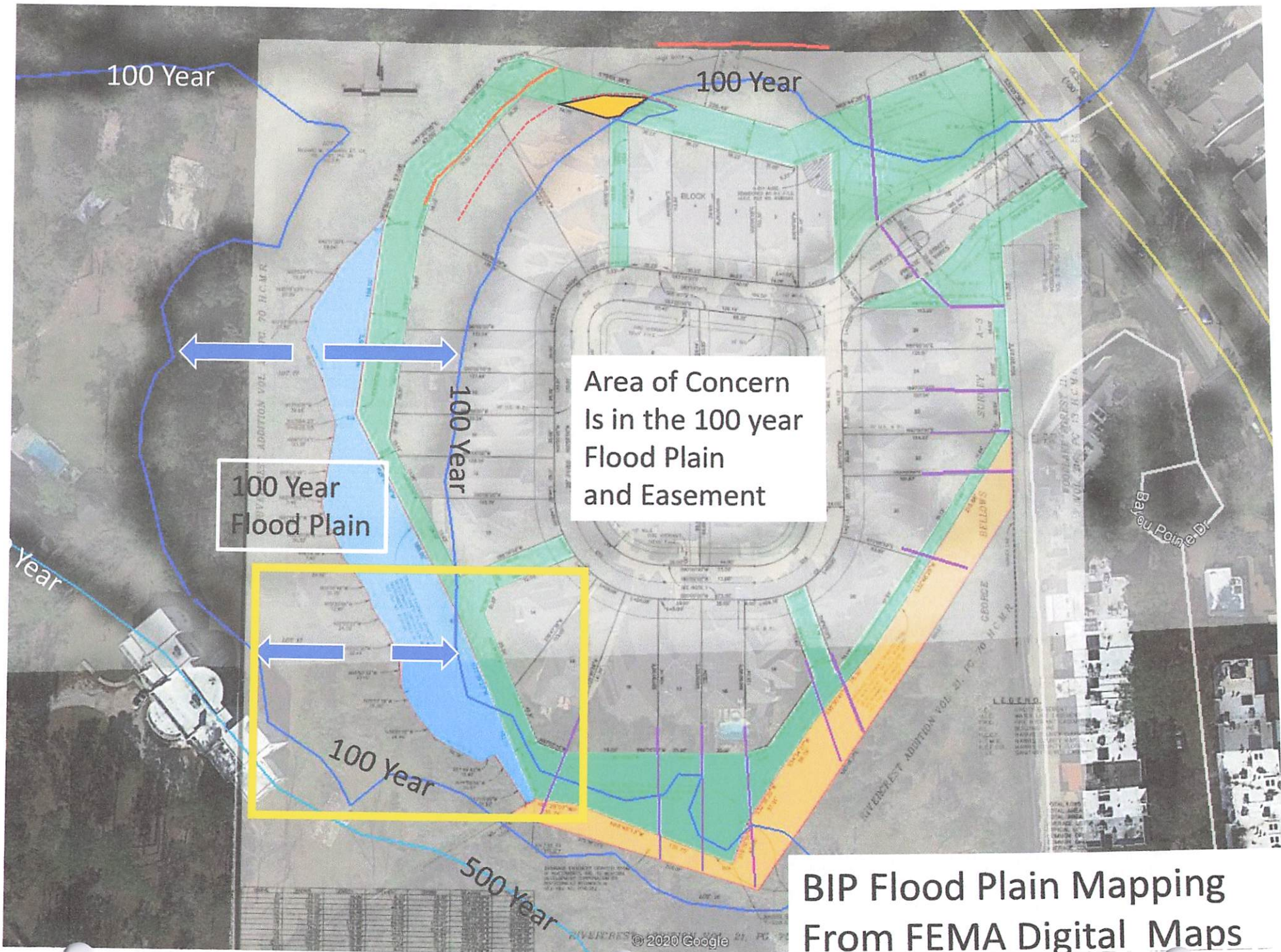
**Thank you for your favorable consideration of this request. We would be happy to meet with you in person, by phone or however you choose to communicate. Your contact person at our HOA is our President, Joe Henkel, who resides at 1118 Bayou Island Drive. His email address is [Joe.Henkel@KlebergBank.com](mailto:Joe.Henkel@KlebergBank.com) and his cell phone number is 361-522-4464.**

**Very truly yours,**

**Josephine H. Harrington, HOA Secretary**

# West Side Easement





BIP Flood Plain Mapping From FEMA Digital Maps

Unanimous Written Consent of the Board of  
Directors of Bayou Island Park Homeowners  
Association, Inc.



The undersigned member of the Board of Directors of Bayou Island Park Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), hereby consents to the action described below in lieu of a meeting of such Board of Directors, as permitted by Section 8 of Article IV of the corporate Bylaws of the Association.

Signed with effect as of January 27, 2021 by:

Gene L. Butler Gene Butler

Jody Harrington Jody Harrington

Joe Henkel Joe Henkel

Kit La Kit La

Hassan Sedaghat Hassan Sedaghat

Action: Approval of request by Scott Holliday to redo his driveway in the same manner as the driveway of the Cantele home and to have it painted charcoal gray and sealed.

The Board of Directors of the Bayou Island Park Homeowners Association met via Zoom at 7 pm on Tuesday, January 21, 2021. Notice of the meeting was emailed to all residents 72 hours in advance of the meeting, including a link to join the meeting. All participants except board members were muted during the meeting.

Present were: Joe Henkel, Gene Butler, Hassan Sedaghat, Jody Harrington, Kit La and outgoing President of the association, Reggie Spiller.

The meeting was called to order by Reggie Spiller who announced that the first order of business was to elect officers for the board.

**Election of Officers:** Joe Henkel proposed that the board elect himself as President, Gene Butler as Vice President, Kit La as Treasurer and Jody Harrington as Secretary. A motion to accept his recommendation was made and seconded. There were no objections and the motion was unanimously adopted.

Newly elected President Joe Henkel presided over the remainder of the meeting after thanking Reggie Spiller, Santosh Kedia and Hernan Guajardo, outgoing members of the board, for their hard work and service to the neighborhood during their terms.

**Tree Clearance Concern:** Joe reported concern from neighbors today about clearing of trees on a property in Rivercrest adjoining BIP. Board members investigated the situation and, after Reggie and Harrison Spiller performed a survey of the area, determined that the activity did not intrude on the easement owned by the HOA. Discussions with the owner by Reggie Spiller and Carolyn Holland determined that the owner did not plan a permanent structure in the area and that new trees would be planted to replace those removed. Consultation with board counsel Mike Harrington affirmed that at this point the homeowner was acting solely on his property and was not trespassing on the easement. The board will continue to monitor the situation.

**Appointment of Counsel:** After discussion about the role of counsel to the board, a motion to appoint Mike Harrington as counsel to the board without compensation was made, seconded and adopted without objection.

**Approval of the Minutes:** Secretary Jody Harrington moved approval of the minutes of the Annual Meeting as previously distributed to the neighborhood. The motion was seconded and adopted without objection.

**Treasurer's Report:** Treasurer Kit La presented the final P&L report as revised. The revised report was unanimously approved and will be distributed to the neighborhood. Kit reported there are no delinquent assessments. There is approximately \$55,000 in the HOA checking account and \$12,500 in the savings account. Gene Butler will work with Kit to determine the best way to make financial reports for the HOA and to prepare a financial projection for 2021.

**Fence Repair:** The fence on the east side of the neighborhood needs repair in several areas. John Halvorson was asked to provide a bid for the work which has not yet been received. After discussion, Sal Thomas was asked to come online and he agreed to get another proposal and bid for the work. Sal, Joe, and Reggie will meet to inspect the areas needing repair.

There being no further business, Joe asked for a motion to adjourn. The motion was made, seconded and the meeting adjourned at 7:21 pm.

Respectfully submitted,  
Jody Harrington, Secretary



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**BIP HOA Board**  
**Minutes of Executive Session Meeting**  
**February 11, 2021**

The board of directors of the Bayou Island Park Homeowners Association met in a called executive session via Zoom at 7pm February 11, 2021. The purpose of the executive session meeting was to discuss possible legal action in response to activity at the residence at 38 East Rivercrest, which adjoins Bayou Island Park on the west side of the neighborhood.

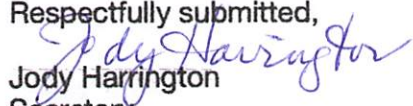
Present at the meeting were directors Joe Henkel, Gene Butler, Kit La, Hassan Sedaghat, and Jody Harrington. Mike Harrington, counsel to the board also attended. Past director and president Reggie Spiller attended at the invitation of the board.

After discussion covering the activity of the adjacent homeowner, the concerned response of several members of the BIP HOA whose homes abut that property, the stopping of the project by the City of Houston because permits for the work have not been secured, a legal memo from Sabrina DiMichele solicited by Kathie Ong, the research done by Mike Harrington and Reggie Spiller on the location of HOA property and easements in the area, the board concluded that formal legal action at this time is not in the best interest of the BIP HOA.

Accordingly, the board agreed that President Joe Henkel will contact the concerned homeowners asking them to request a meeting with our city councilman in the neighborhood to see the area involved and explain the concern that the project could create drainage and flooding issues in the 100 year flood plain. Members of the board will join the meeting to support the homeowners. Reggie Spiller provided the board with maps and photos that Joe Henkel will provide to the homeowners to send to the city councilman and his staff.

The meeting adjourned at 8:30 pm.

Respectfully submitted,

  
Jody Harrington  
Secretary

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**BIP HOA Board  
Meeting in Executive Session  
April 7, 2021**

The board of directors of the Bayou Island Park HOA met via zoom in an executive session at 7 pm on April 7, 2021. Attending the meeting were directors Joe Henkel, Gene Butler, Hassan Sedaghat, Kit La, Jody Harrington and counsel Mike Harrington.

The purpose of the meeting was to discuss legal issues arising from the request of several homeowners to join in a "cease and desist" letter to Mr. and Mrs. Nishat Vazir, whose property is located at 38 E. Rivercrest Drive and adjoins BIP on the western boundary of the neighborhood. The purpose of the letter is to require the Vazir family to withdraw their application for a permit to erect a fence on the western boundary between their property and the properties in BIP.

The homeowners retained as their attorney Sabrina DiMichele, who wrote the proposed letter, which is attached to these minutes, and details the legal position being taken by these homeowners with regard to the application for a permit to erect a fence.

After extensive discussion, the board agreed that the board would not join in the letter but would offer to negotiate with the Vazirs regarding the fence permit application. Joe sent an email to Trey Schwartz, who is the contact for the group, and their attorney. A copy of that email is attached to these minutes. The executive session closed at 8:30 pm.

After the meeting, Joe shared the response he received from both of them stating that they were not interested in negotiation and would not agree to any indemnification if the HOA were to get involved in the dispute. A copy of the response from their attorney rejecting that suggestion is attached to these minutes as well.

The board reviewed and approved the following response which they requested Mike Harrington to email to Trey Schwartz and Sabrina DiMichele:

"The Board of Bayou Island Park Homeowners Association, Inc. has reviewed and considered Mr. Schwarz's request that the Board authorize your firm to submit a "cease and desist" letter in the form that you have shared with us. As Joe Henkel has indicated to Trey, the Board has concluded that it is not in the interests of the association to send such a letter.

More generally, your law firm is not authorized to act for the HOA in any manner, any indemnity of individual homeowners by the HOA is, of course, a non-starter, and the Board of the HOA will continue to defend the association's interests under the Drainage Easement in such manner and at such times as the Board concludes is appropriate."

Respectfully submitted,  
Jody Harrington, Secretary



SABRINA L. DIMICHELE  
sdimichele@doblaw.com

April 6, 2021

*By hand delivery, regular mail, and CM-RRR*  
Mr. and Mrs. Nishat Vazir  
38 E. Rivercrest Dr.  
Houston, TX 77063

Re: Cease and desist

Dear Mr. and Mrs. Vazir:

I represent the Homeowners' Association of Bayou Island Park, on behalf of property owners in Bayou Island Park ("Bayou Island Park"). The western side of Bayou Island Park abuts your property at 38 E. Rivercrest.

Bayou Island Park demands that you cease and desist from (1) violating the Drainage Easement that burdens your property (the "Easement Tract") in favor of Bayou Island Park (the "Benefitted Tract") and (2) destroying Bayou Island Park's owners' enjoyment of the benefits the Drainage Easement grants them to and in the Easement Tract. A copy of the Drainage Easement is attached to this letter as Exhibit A.

The Drainage Easement precludes you from erecting or constructing any building or structure on the Easement Tract, other than fencing which "shall not interfere or impede Grantee's rights to use the Easement Tract as described herein." *See* Drainage Easement, ¶ 3. As successor to the Grantee, Bayou Island Park opposes your application for a permit to construct a "fence" along the property line between 38 E. Rivercrest and Bayou Island Park, for many reasons including:

- The fence will interfere with and impede the Benefitted Tract's rights to use the Easement Tract. Specifically, the fence would prevent and inhibit Bayou Island Park and its property owners' rights to
  - construct, inspect, maintain, repair, alter, remove, replace, operate, change the size of above ground or underground drainage facilities (¶ 1); and
  - remove dirt from the Easement Tract and place it on the Benefitted Tract; plant and maintain bushes, trees and other vegetation on the Easement Tract; and place on the Easement Tract such other items as owners of the Benefitted Tract deem reasonably appropriate (¶ 2).
- The fence will encroach on, and destroy the benefits of, a Usage Easement that your predecessor in interest granted to Carolyn and Bill Holland, who own Lot 13 in Bayou Island Park. A copy of the Usage Easement is attached to this letter as Exhibit B.
- The "fencing" for which you have sought a permit does not comply with the legal definition of a fence. A "lawful fence" is defined as "a strong, substantial, and well-suited barrier that is sufficient to prevent animals from escaping property and to protect the property from trespassers." BLACK'S LAW DICTIONARY (11th ed. 2019). Your permit application reflects that an approximately 30-foot section of property will remain open – as it must, to avoid interfering with the 100-year flood plain and impeding drainage in violation of the Drainage Easement – and thus the line of "fencing" you propose would neither prevent egress from nor protect against ingress to 38 E. Rivercrest Drive. To be sure, the construction you propose is designed solely to restrict owners of the Benefitted Tract from accessing the Easement Tract.

Please amend the permit application you filed on March 29, 2021 with the City of Houston to remove the 724 linear feet of wrought iron fencing from the proposed plan and provide me with evidence that the application has been formally amended in accordance with this request. If I have not received such evidence by Friday, April 9, 2021, Bayou Island Park will seek redress in the courts for itself and on behalf of its residents. In addition to seeking to enjoin your activities on the Easement Tract and to declare their rights under the Drainage Easement, Bayou Island Park will include a claim for monetary damages as compensation for the mature trees and other vegetation rightfully planted and maintained in the Easement Tract and which you removed or destroyed in January.

Once you have amended the permit application as Bayou Island Park requests, we request a meeting with you and your counsel, or with a neutral mediator, to discuss a resolution of disputes pertaining to the Easement Tract.

Please contact me with questions or comments. My office phone number is 713-659-2900, and my email address is [sdimichele@doblaw.com](mailto:sdimichele@doblaw.com).

Sincerely,

**DOBROWSKI, LARKIN & STAFFORD, LLP**

Sabrina L. DiMichele

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4601 Washington Ave., Suite 300

Houston, Texas 77007

Main: 713-659-2900

Fax: 713-659-2908

DOBROWSKI.COM

	JAN		FEB		MAR		APR		MAY		JUNE		JUL	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
ATT 0244	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65	80.65
ATT 1250	77.96	77.96	77.96	77.79	77.96	77.96	77.96	77.96	77.96	77.96	77.96	77.96	77.96	77.96
ATT 5564	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58	23.58
Water 9012	0	16.76	16.76	16.76	0	0	0	16.76	0	0	16.76	45	16.76	1317
Water 6011	477.44	613	874.44	247	578	707.7	0	956	1187	0	247	45	1317	247
Water 9019	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ex	125.44	45	34.02	45	45	29.69	45	45	45	45	45	45	45	45
Landscaping	360	450	360	450	450	360	450	450	450	450	450	450	450	450
Lawn Proj	720	0	90	Fix street sign	300	370	Sprinkler repair	0	400	400	400	400	400	400
Pest	0	0	0	0	0	0	0	135	135	135	135	135	135	135
Treat	512	512	512	512	512	512	512	512	512	512	512	512	512	512
Insurance	0	0	0	0	0	0	0	0	0	0	6000	6000	6000	6000
Contractor	0	0	0	0	0	4000	0	0	0	0	0	0	0	0
TOTAL	2677.07	2065.95	2032.48	2067.19	6161.41	2543.95	2911.19	9304.95	7119	7119	7119	7119	7119	7119

5.28 HC Tax  
 12 Withold becomed check  
 115 SSG-land to pay work done for 2021  
 48 Hiling for HOA Mgt Cont  
 427 Fix car exit gate  
 4988.01 Fix/paint main fence  
 195 Fix car entrance gate

**HOOVER SLOVACEK LLP**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

TERRY E. SEALEY  
PARTNER

sealey@hooverslovacek.com  
www.hooverslovacek.com

ATTORNEYS AT LAW  
GALLERIA TOWER II  
5051 WESTHEIMER, SUITE 1200  
HOUSTON, TEXAS 77056  
(713) 977-8686  
FAX (713) 977-5395

REPLY TO:  
P.O. BOX 4547  
HOUSTON, TEXAS 77210

April 13, 2021

Via Email Transmission  
Bayou Island Park HOA  
c/o Joe Henkel, President  
c/o Jody Harrington, Secretary  
1010 Bayou Island Dr.  
Houston, Texas 77063  
[jmph68@outlook.com](mailto:jmph68@outlook.com)  
[jody.harrington@gmail.com](mailto:jody.harrington@gmail.com)

Re: Engagement Letter for representation of Bayou Island Park Homeowners Association, Inc.

Dear Mr. Joe Henkel and Mrs. Jody Harrington:

Hoover Slovacek LLP (the "Firm") appreciates the opportunity to represent Bayou Island Park Homeowners Association, Inc. ("you" or "your") regarding and such matters as you may from time to time request. It is the Firm's custom prior to undertaking representation of new clients, to explain the basis upon which our services are rendered. We have learned over the years that this reduces the possibility for misunderstanding between the Firm and its client. This letter will set forth our agreement concerning our legal representation of you.

The services to be rendered by the Firm on your behalf shall include, among other things, counseling and advising you on matters you request, and where appropriate, negotiating on your behalf, preparing documents, and if your matter involves litigation, then preparing pleadings, appearing in Court, including trial, and generally handling your matter and any other matter that you ask us to handle and that we accept. We may be required on occasion to research and analyze local, state and/or federal law as may be necessary to effectively represent you.

By asking the Firm to represent you, you agree that you will pay the Firm the legal fees and costs associated with such representation. My current hourly billing rate is \$325.00 and the current minimum hourly billing rates for the Firm are as follows:

Partners	\$300.00 - \$525.00
Senior Counsel	\$310.00 - \$500.00
Associates	\$210.00 - \$350.00
Legal Assistants & Clerks	\$130.00 - \$160.00

A basic guide for the establishment of the Firm's legal fees are the minimum hourly billing rates of our legal personnel. In setting the fee, we consider a variety of other factors, including the minimum hourly billing rate. Those factors include the difficulty of the legal questions involved, the skill requisite to perform the legal services properly, the fee customarily charged in Houston for similar services, time limitations imposed by you, and the experience, reputation and ability of the Firm. Therefore, the actual amount billed may be greater than the amount derived from the minimum hourly billing rates. From time to time, the minimum hourly billing rates are adjusted to reflect the increasing cost of providing legal services, an individual attorney's particular expertise or board certification. The hourly rates set forth above shall be applicable throughout the current calendar year but are subject to increase January 1 of each calendar year thereafter, without notice.

We record our time for services rendered in quarter-hour (15 minute) increments, even though the actual amount of time spent may be less than that. We will also charge you for filing fees, court costs, certified mail charges, photocopy charges, long distance telephone charges, telefax costs, courier charges, travel expenses, secretarial overtime (when necessary to comply with your time requirements) and other similar costs necessarily incurred by the Firm in providing you legal services. If it appears that costs will be incurred, we reserve the right to request payment of those costs in advance.

We will provide you with an itemized invoice showing the services rendered and the costs incurred at regular intervals, usually monthly. If you have any questions whatsoever concerning an invoice, you should call me immediately in order that we can discuss it. It is our intent to maintain an open line of communication at all times between you and the Firm. Your failure to call me concerning an invoice that you may question, within thirty (30) days after the invoice date, will constitute your approval of the invoice. All invoices are due and payable within ten (10) days of receipt. If an invoice is not paid within thirty (30) days from the date of the invoice, then interest shall accrue on the total amount due at the rate of eighteen percent (18%) per annum from the invoice date until paid (unless that rate exceeds the maximum legal rate, in which case the interest rate shall be automatically reduced to the then existing maximum legal rate of interest). Should the Firm be required to file suit or institute any proceeding to recover any amounts owed to the Firm pursuant to this letter and to any invoice, then the Firm will also be entitled to recover reasonable attorney's fees, expenses and costs of court from you. These fees may include time billed by our firm at its hourly rates if our firm represents itself. This engagement letter shall be governed by the laws of the State of Texas. This engagement letter contains the entire agreement between you and the Firm regarding the matters described herein, and supersedes all prior oral and written agreements in respect thereof. This engagement letter shall be binding upon you and the Firm and the respective heirs, executors, legal representatives, successors and assigns of the parties hereto. This engagement letter may be executed in multiple original counterparts, each of which shall have the force and effect of an original, but together shall constitute one instrument.

Because of uncertainties regarding the nature and extent of the matters that we will handle for you, including potential opposition to be encountered in our representation from opposing parties and their counsel, we cannot accurately predict the total amount of legal fees and costs to the Firm that you may incur. Very importantly, we cannot guaranty and do not represent that there will be a favorable outcome in the matters we handle for you.

You authorize the Firm, upon oral instruction from you to personnel in the Firm, to retain any person, entity or association to perform necessary services related to our legal representation of you. Such other persons, entities or associations may include, but are not limited to, appraisers, escrow agents, copying services, court reporters, accountants, investigators, trust officers, title examiners, surveyors and other attorneys hired as co-counsel. You authorize the Firm, in its discretion, to direct such other persons, entities, or associations to render statements for services rendered and expenses advanced either directly to you or to the Firm, which expenses shall be paid in accordance with this Engagement Letter.

You agree to indemnify the Firm, its partners, associates and employees from any claims, demands, or causes of action which may be brought by third parties, other than you, because of our representation as your attorney, attorney-in-fact, trustee, escrow agent, registered agent or fiduciary. You agree that in the event of any litigation or proceedings between us relating to our relationship, the party prevailing in such litigation or proceedings shall be entitled to recover its reasonable attorneys' fees, expenses, and costs which it may incur as a result. Such amounts may include time billed by our firm at its hourly rates if our firm represents itself. Further, any controversy or claim between us arising out of or relating to our representation of you or any provision of this Engagement Letter will be settled by arbitration according to the rules of the Fee Dispute Committee of the Houston Bar Association, if the dispute relates to the amount or collection of our fees, or otherwise by the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

You may terminate the Firm's legal representation at any time upon written request to the Firm addressed to my attention. If permission for withdrawal from employment is required by the rules of a Court, the Firm shall withdraw upon permission of the Court. Upon termination, you agree to pay immediately all accrued and outstanding legal fees and costs then owed to the Firm, plus subsequent legal fees and costs, if any, necessarily incurred by the Firm to facilitate the transfer of representation to any subsequent law firm and/or for the Firm to withdraw from any litigation.

The Firm may withdraw from legal representation of you if any invoice is not paid within thirty (30) days after the invoice date. We also reserve the right to withdraw if you insist upon presenting a claim or defense that is not warranted under existing law, insist that our firm pursue a course of conduct that is illegal or unethical, or if you, your agents, employees, officers, directors and assistants refuse to cooperate and render it unreasonably difficult for the Firm to continue to represent you.

All of the Firm's work product will be owned by the Firm. Subject to the Firm's obligations in the event of its withdrawal, and further subject to casualties beyond its control, the Firm shall attempt to retain and maintain all major and significant components of the files of the Firm relative to its legal representation of you as solely determined by the Firm for a period of five (5) years following the conclusion of such legal representation, and during such time will afford you reasonable access to such files at your request and expense. Thereafter, such files may, in the Firm's sole discretion and without notice, be destroyed.

You are encouraged to contact us if you have any questions concerning your case or our legal representation. Copies of all significant documentation relating to your case will be provided to you at your request and expense. I will have primary responsibility for the oversight of your case, although other attorneys and personnel in the Firm will provide services to you from time to time.

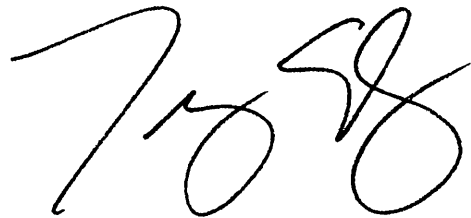
Pursuant to our discussion, we must receive a signed copy of this letter before we perform any legal services for you. While a retainer fee is not required at this time it may be necessary to periodically ask for additional advances of fees or costs, particularly where it appears that a significant amount of attorney's time may be required, or expenses incurred in the immediate future. In the event a retainer fee is required, then we must receive the retainer fee before we perform significant legal service for you.

If you have any questions whatsoever concerning this letter or concerning how the Firm will handle your case, now is the most appropriate time for us to discuss those concerns, and you should call me concerning them. Otherwise, if this letter adequately sets forth your understanding of the representation of you by the Firm, then you should sign the enclosed duplicate original of this letter and return it to me.

For biographical information about our attorneys and the areas of our representation, please check out our website at [hooverslovacek.com](http://hooverslovacek.com). If we can be of assistance in handling other legal matters for you, please contact me. Again, I look forward to working with you on your case and appreciate the confidence you have shown in the Firm by asking us to represent you.

Very truly yours,

**HOOVER SLOVACEK LLP**



TES:mlm

**BAYOU ISLAND PARK  
HOA BOARD OF DIRECTORS  
EXECUTIVE SESSION  
APRIL 26, 2021**

The board of directors of Bayou Island Park HOA met in Executive Session at 7 pm April 27, 2021 at the home of Board President, Joe Henkel.

Present were: Joe Henkel, Gene Butler, Kit La, Jody Harrington and board counsel Mike Harrington. Hassan Sedaghat was unable to attend.

The purpose of the executive session was to review the legal opinion regarding the HOA drainage easement on the west side of the neighborhood requested from attorney Terry Sealey.

After discussion the board agreed that Jody and Joe would respond to Mr. Sealey. The response is to include the following:

1. At this time the board is not prepared to authorize Mr. Sealey to send a cease and desist letter to Mr. Vazir, but may opt to do so at a later date depending on developments.
2. Request information on how the HOA board can monitor and give input to any application Mr. Vazir files with the City of Houston for a permit to build a fence on the boundary between his property and the HOA Reserve A in order to protect our interest in the drainage easement.
3. Request Mr. Sealey's opinion regarding whether the HOA board has an affirmative duty to act prior to a determination that Mr. Vazir will obstruct access for maintenance to the easement or take actions that risk flooding on the HOA Reserve A and/or adjoining BIP homeowners' properties.

The executive session concluded at 7:30 pm.

Respectfully submitted,



Jody Harrington  
Secretary

**BAYOU ISLAND PARK HOA BOARD OF DIRECTORS  
MINUTES OF MEETING  
SEPTEMBER 30, 2021**

The board of directors of the Bayou Island Park Homeowners Association met via Zoom at 7 pm Thursday, September 30, 2021. Notice of the meeting, including a Zoom invitation, was emailed to all members Thursday, September 23, 2021. Directors present at the meeting were Joe Henkel, Kit La, Gene Butler and Jody Harrington. Hassan Sedaghat was unable to attend. HOA members joining via Zoom were Reggie Spiller, Santosh Kedia, and the Hollidays.

1. **Call to Order** — President Joe Henkel called the meeting to order at 7 pm.
2. **Treasurer's report** — Treasurer Kit La reported that as of the date of this meeting the HOA had \$11,455.75 in its checking account and \$12,494 in its savings account.
3. **Finance Committee Report and Recommendation** — Vice President Gene Butler presented the Finance Committee's report and recommendation to increase annual assessments in 2022 by \$500 per household for a total of \$2250. The Finance Committee's Report and Recommendation and projected operating budget for 2022 were included in the Notice of Meeting previously emailed to all HOA members and are attached to these minutes and included for all purposes.

Gene provided the following additional information to the board which was not included in the Finance Committee's Report:

For 2021, the starting bank balance was \$49,992.29. As of today, the balance in our checking account is \$11,455.75. Remaining budgeted expenses are \$9,590.90, so we should break even for 2021.

For 2022, current HOA fees will generate \$56,000. Projected expenses for 2021 are \$55,900. This includes \$9,000 for unscheduled maintenance on gates, fences, irrigation system and security cameras. During 2021 we did some minor repairs and painting on our fences that are over 20 years old. We also incurred \$2,700 in legal fees from an attorney who is an expert in HOA law relating to a review of legal issues with the the neighbor on the west side of the neighborhood on the other side of the bayou. This budget does not include any expenses related to subsidence issues along the bayou. The Rachio smart water sprinkler systems have saved about 25% on our monthly water bills which has allowed us to be breakeven this year. However, the city is raising water costs by at least 25% as of this month. Subsidence is a major issue that the HOA will have to deal with in the near future. Hopefully we can get the city or county to pay for a majority of the work to be done. We will still have to hire an engineer to develop and plan and oversee the work. We need to establish a fund in preparation for these expenses.

Following presentation of the report, the recommendation to increase the annual regular assessment by \$500 for 2022 was moved, seconded, and unanimously approved.

4. **President's Report** — Joe Henkel

Architectural Control Committee approvals — there have been several requests for approvals for exterior work that have been approved by the board acting as the Architectural Control Committee after discussion with the board and affected neighbors. Members were reminded that proposed removal of trees, changes in landscaping and exteriors of homes require prior approval.

**My clients will forego pursuing their rights against Mr. Vazir so that the HOA may pursue its proposed activity, provided that the HOA agrees to indemnify them against negative consequences of a delay should the HOA's efforts be unsuccessful and Mr. Vazir proceeds with the fence as he currently intends. I have advised my clients that by not pursuing their rights, by removing personal property currently in the Easement Tract, and by refraining from placing additional personal property on the Easement Tract, they are at risk of waiving significant and enforceable rights they and Bayou Island Park have under the Drainage Easement. In spite of my advice, my clients are willing to go that route, with the indemnity from the HOA.**

As you are well aware, your HOA has no funds for legal expenses. If the Board were to agree to a modified demand letter (or any other action that might involve the HOA in litigation), we would require a formal indemnity from the families that Ms. DiMichele represents, jointly and severally agreeing to cover all legal and related expenses that the Board might incur.

The demand letter implies that Ms. DiMichele has a copy of the fencing permit that Mr. Vazir has filed. Please ask her to send me and Mike Harrington a copy.

**I do not have a copy of the permit application. If members of the Board or Mr. Spiller can use their amiable relationship with Mr. Vazir to obtain a copy, please share it with Trey Schwarz or Kathie Ong.**

Mike plans to speak more fully with your lawyer, Ms. DiMichele, in order to preserve confidentiality.

**Mr. Harrington may contact me at any time. My office phone is 713-800-0406. I will, of course, share with my clients the substance of any conversation Mr. Harrington and I have.**

Thank you for your understanding of this response. Best, Joe

West Side Fence Litigation — The board is sympathetic to the neighbors whose property adjoins the home at 38 East Rivercrest Drive on the western boundary of the neighborhood and who are concerned about the placement of the proposed fence by that neighbor on this boundary as well as the clearing of trees and inappropriate filling of a swimming pool. The board has been in contact with Mr. Vazir, the property owner, by phone, email and engaged in personal meetings with him, his engineer, and the city councilman for our district. Mr. Vazir assured the board that the proposed fence would provide us with ready access to the HOA drainage easement and would not block the flow of water. After consultation with an attorney who is an expert in HOA related law, we believe that the HOA legal obligations are limited to ensuring that the drainage easement is not impeded. There is an ongoing lawsuit brought by the Ong and Holland families against Mr. Vazir. The board will continue to monitor developments and act as necessary within the limits of its financial resources.

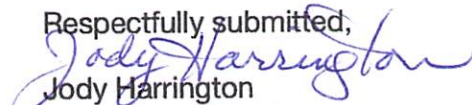
North Side Bayou Erosion Issues — The north side of the neighborhood has seen more erosion on the bank of Buffalo Bayou. The board expressed thanks to Reggie and Harrison Spiller for donating the labor for some preventative measures. However this erosion continues to be a concern and members of the board are meeting with a representative of the Harris County Flood Control district on October 11 to discuss the respective responsibilities of the HCFCFCD and the HOA in future remediation.

BIP Home Sales and New Neighbors — Four homes have been sold in the neighborhood so far this year. A couple of the new neighbors have not yet moved in. Although Gene Butler has sold his home the by-laws allow one director to be a non-resident. We thank Gene for being willing to complete the remainder of his one year term on the board.

**5. BIP Annual Meeting:** The board set the date of the 2022 Annual Meeting as January 23, 2022.

There being no further business, the meeting was adjourned at 7:25 pm.

Respectfully submitted,

  
Jody Harrington  
BIP HOA Secretary

**To: BIP HOA Board of Directors**  
**From: BIP HOA Finance Committee**  
**Subject: Report and Recommendations Re: Annual Assessments**  
**Date: September 20, 2021**

In accordance with Sec. 5.03(b) of the HOA Covenants, the HOA Finance Committee (Gene Butler, Kit La and Joe Henkel) has prepared a budget for 2022 covering the estimated recurrent costs and expenses of operations during the coming year. As part of that exercise, the Finance Committee undertook to determine if the current annual assessments are adequate to cover recurrent operating costs and expenses as well as to maintain and/or replace the HOA's aging infrastructure (including, but not limited to, gates, fences, security system, the common area irrigation system and guard house). The need to address erosion and drainage issues on HOA-owned land (Community Properties), which recently required a special assessment of \$500, was also considered as well as possible legal expenses.

Article VI, Section 6.01 of the HOA Covenants requires the Board of Directors to "maintain the Community Properties ... and keep same in good repair....The Association shall also construct and maintain such drainage facilities and devices upon the Community Properties, and upon area bayous or other drainage courses and area lands to the extent it may reasonably do so, as may be reasonably necessary to protect [homeowners'] Lots and to provide effective erosion control for the Subdivision."

**Recommendation:**

The Finance Committee recommends that the Board increase the annualized rate of regular assessment, effective as of and for the year beginning January 1, 2022, by \$500 per homeowner Lot, resulting in a total regular assessment of \$2,250 per homeowner Lot, and producing for the entire HOA for 2022 a total increase in regular assessments of \$16,000 to support the proposed 2022 budget. Under Section 5.03 of the HOA Covenants gives the Board of Directors to change the rate of annual assessment.

The proposed increase in the annualized rate of regular assessments for 2022 is intended to ensure that the HOA has adequate funds for normal operating costs, which are increasing, and for periodic repairs to HOA infrastructure. As proposed the increase would also help to provide a reserve to pay for the cost of third-party engineering services addressing erosion and drainage issues on Community Properties. An additional reason for building up HOA's reserves is the possibility that the HOA may incur legal expenses regarding the pending litigation instigated by several homeowners in response to the clearing and potential fencing of the HOA drainage easement on the Vazir property in Rivercrest. While the HOA is not currently a party to that litigation, there is no assurance that it will not become involved at some point in the future, even if involuntarily.

## **Background and Rationale:**

Given the 32 homeowners in BIP, the current annualized rate of regular assessment of \$1,750 per homeowner Lot raises a total of \$56,000 per year. The Finance Committee maintains a budget for the current year, which includes a comparison of actual costs to planned costs. Assuming that this budget continues to be reasonably accurate for the balance of 2021, and without additional unforeseen costs, typically for repairs, we will be very close to break even in 2021 with the current rate of regular assessments.

The primary reason that the breakeven position for 2021 is possible is the Rachio irrigation control system which has saved significant costs. Water is our single largest expense, which all homeowners benefit from: the HOA pays the cost of water for the Community Properties and for each homeowner's irrigation system (front and back). Water costs for 2021 should be approximately \$15,000, a decrease of about 20%; however, the City is increasing the cost of water significantly, beginning with an increase of about 25 percent this fall. We also expect increases next year for insurance, mosquito fogging and trash pickup.

After full review, the Finance Committee recommends building a cash reserve (currently \$12,000) (i) to better maintain the aging infrastructure in 2022, (ii) to permit the current or next year's Board to engage an engineering firm to develop a permanent solution for erosion and drainage issues on the HOA-owned Community Properties in the neighborhood and (iii) to help defray possible HOA legal expenses connected with the Vazir litigation.

Ideally, the engineer engaged by the HOA would be tasked with the strategic emphasis of ensuring that the City Flood Department and/or the Harris County Flood Control District (not the HOA) bear the responsibility and cost of controlling and maintaining the erosion and drainage issues; however, we anticipate that the HOA will bear some costs related to this issue, and therefore the HOA should budget accordingly.

Respectfully submitted,  
BIP HOA Finance Committee

Joe Henkel  
Gene Butler  
Kit La

	JAN	FEB	MAR	APR	MAY	JUNE	JUL
	Budget	Budget	Budget	Budget	Budget	Budget	Budget
ATT 0244	80.65	80.65	80.65	80.65	80.65	80.65	80.65
ATT 1530	77.96	77.96	77.96	77.96	77.96	77.96	77.96
ATT 5544	23.58	23.58	23.58	23.58	23.58	23.58	23.58
Water 9012	0	16.76	0	16.76	0	16.76	0
Water 6021	600	738	696	1200	1440	1560	2160
Water 9019	0	247	0	247	0	247	0
Electric	140	45	45	45	45	45	45
L. Air	360	450	450	450	450	450	450
Lawn Proj	720	0	300	0	400	400	0
Pest	0	0	0	135	135	135	135
Trash	512	512	512	512	512	512	512
Insurance	0	0	0	0	0	7000	0
Constable	0	0	4000	0	0	0	0
Receipt							
Total	2514.19	2190.95	6185.19	2787.95	3164.19	10547.95	3484.15
Balance							



	<b>JAN</b>	<b>FEB</b>
	<b>Budget</b>	<b>Budget    Actual</b>
<b>ATT 0244</b>	80.65	80.65
<b>ATT 1520</b>	77.96	77.96
<b>ATT 5544</b>	23.58	23.58
<b>Water 9012</b>	0	16.76
<b>Water 6021</b>	600	738
<b>Water 9019</b>	0	247
<b>Electric</b>	140	45
<b>Lawn Main</b>	360	450
<b>Lawn Proj</b>	720	0
<b>Pest</b>	0	0
<b>Trash</b>	512	512
<b>Insurance</b>	0	0
<b>Constable</b>	0	0
<b>Receipt</b>		
<b>Total</b>	<b>2514.19</b>	<b>2190.95</b>
<b>Balance</b>		



**MAR**  
Budget Actual

80.65

77.96

23.58

0

696

0

45

450

300

0

512

0

4000

6185.19

**APR**  
Budget Actual

80.65

77.96

23.58

16.76

1200

247

45

450

0

135

512

0

0

2787.95

**MAY**  
Budget Actual

80.65

77.96

23.58

0

1440

0

45

450

400

135

512

0

0

3164.19

<b>JUNE</b>	
Budget	Actual
80.65	
77.96	
23.58	
16.76	
1560	
247	
45	
450	
400	
135	
512	
7000	
0	
10547.95	

<b>JUL</b>	
Budget	Actual
80.65	
77.96	
23.58	
0	
2160	
0	
45	
450	
0	
135	
512	
0	
0	
3484.19	

<b>AUG</b>	
Budget	Actual
80.65	
77.96	
23.58	
16.76	
1308	
247	
45	
450	
0	
135	
512	
0	
0	
2895.95	

<b>SEPT</b>		<b>OCT</b>		<b>NOV</b>	
Budget	Actual	Budget	Actual	Budget	Actual
80.65		80.65		80.65	
77.96		77.96		77.96	
23.58		23.58		23.58	
0		16.76		0	
1380		1836		1770	
0		247		0	
45		45		45	
450		450		450	
0		0		0	
135		135		135	
512		512		512	
0		0		0	
0		0		0	
2704.19		3423.95		3094.19	

**BIP HOA BOARD MEETING  
NOVEMBER 30, 2021**

The board of Bayou Island Park HOA met at the home of President Joe Henkel at 7 pm on November 30, 2021. Board members Joe Henkel, Kit La, Hassan Sedaghat and Jody Harrington were present in person. Vice President Gene Butler joined the meeting via FaceTime. Neighbors attending the meeting were Bill and Carolyn Holland, Scott and Suzanne Holliday, Kim Gustafson, Ann Griffin, Doug and Wendy Quinn, and Han Seah.

The meeting was called to order by Joe Henkel. He explained that the meeting notice stated the meeting was being called to discuss and get input from neighbors about two issues in the neighborhood: improved enforcement of the parking restrictions of the HOA Covenants and the desirability of amending the HOA Covenants in order to protect the residential character of BIP by restricting leasing of homes.

Joe opened discussion of enforcement of the parking restrictions and asked for comments regarding possible implementation of towing of illegally parked vehicles and/or painting red "NO PARKING" stripes in restricted parking areas of the neighborhood. After extensive discussion, the board concluded that a "NO PARKING ON OUTSIDE CURB" sign would be posted at the entrance to the neighborhood since parking restrictions are not currently clearly posted. Neighbors are encouraged to cooperate by making sure their guests and workers abide by our parking restrictions. If significant parking violations persist after the posting of the sign then the board will consider other enforcement measures.

Joe then proposed that the leasing restrictions in the Covenants (see section 7.13) should be amended to preserve the residential character of BIP. After extensive discussion among those attending and the board, the consensus was that all leases of homes in the neighborhood should be for at least 12 months to avoid short term leases and that, unless the Board otherwise allowed, the number of homes leased at any time could not exceed 3. A proposed amendment to the Covenants to this effect was approved by the Board and will be put before the neighborhood at the 2022 Annual Meeting for a vote. Passage will require the approval by two-thirds of all homeowners.

Joe asked if any attending had other concerns for discussion. Carolyn Holland was concerned about the drainage situation around her home resulting from actions taken by her neighbor to the west on Rivercrest Drive, which is not part of our HOA. The derelict backyard swimming pool at that home is filled with debris from clearing the property a few months ago, and runoff water collects in the pool, making it a breeding ground for mosquitos and constituting a health hazard to the surrounding area. She has been told by the councilman for our area, Greg Davis, that although this has been reported to the City Health Department it takes much complaining to get action. She asked that neighbors help get this situation remediated by calling 311 and reporting it. Please refer to Report # 506372 when you call. The homeowner is Mr. Vazir at 38 East Rivercrest Drive.

The meeting was adjourned at 8:30 pm.

Respectfully submitted

  
Jody Harrington  
Secretary

December 4, 2021-

Joe Henkel circulated via text message the request below from Claudia Burch for permission to eliminate the two door garage and create a single door garage on her property at 1039 Bayou Island Drive. The board unanimously approved this request by text message.

Recorded for the board records by Jody Harrington, Board Secretary.

*Jody Harrington*

Please see the request below (I'll send you the drawing next). I vote for approval. Please let me know your vote asap.

Thanks, Joe

Hi Joe. I am the new owner at 1039. I want to eliminate the two doors on the garage and have a single door. The trim etc will be just like it is now. This is a drawing of what we want to do. May I have HOA approval, please? My contractor is ready to start as soon as you give the okay. Thanks  
Claudia Burch

