

Stonebrooke HOA Board Meeting Minutes

Tuesday, March 25, 2014

I. Call to Order

Meeting commenced at 6:05 pm. Quorum met!

Board Members in Attendance: Trent Shores, Jeff Stava, Jeff Hamilton, Grant Oden, Harry Gordon, Jeff Fulco, Brian Torgerson, also Randy Branstetter

II. Minutes Approval

Minutes approved by Grant Oden/second Harry Gordon-All Board members approved.

III. Officers' Reports *(submitted via e-mail)*

President's Report (Trent Shores-submitted via email)

Handyman Jobs In Progress/Pending

- Lights at Elwood entrances to be replaced
- Painting of clubhouse to be done today (wet paint tonight – do not touch)
- Light fixtures at peak of clubhouse to be replaced and turned straight
- Fountain motor was fixed and replaced but it again tripped the breaker (Grant is working to address this with an electrician)-see below report
- Trash at playground and basketball court has been cleared out

Concrete Culver Behind Basketball Court

- Secured bid, Board approved, and repairs have begun
- Hopefully no more flooding or standing water
- Thanks to Randy B for helping

Events Committee Coordination

- Spoke with them about Easter Egg Hunt
- It's set for April and event is posted on FB page

Pool Contract for 2014

- Obtained pool contract with same company (we can vote to approve tonight – it looks good and is ready to be signed)-approved via email-all Board members were in favor.
- Inspection issues from 2013 were addressed by pool maintenance company

Dick's Sporting Goods Sign

- South facing lighted sign is turned off at night
- Spoke with manager/corporate back in Dec/Jan-ish for final time

BMX Bike Track Issue (to be discussed in New Business)-

- Spoke with several parents about the issue
- Communicated with concerned homeowner about issue

General Email Correspondence

- Responded to questions about street parking for large events
- Identified for a homeowner how to get street light that had burned out replaced (i.e., go to PSO website)
- Addressed issue with two neighbors and a roaming dog
- Other miscellaneous topics

Safety and Security

- Spoke with officers from TPD Riverside Division
- Discussed patrols through neighborhood
- Thanked them for regular drive throughs

Secured Tulsa Hills Church of the Nazarene for Annual Meeting

- Pastor will give opening remarks or prayer
- Meeting to begin at 6, new officers to be elected
- Trent in Federal jury trial that day, will need help on front end to set up between 530pm - 6pm

Treasurer's Financial Report (*Jeff Stava*)

Updated Budget Presented –Attached. Much discussion on the Budget items; For Board meeting in April, will add unfunded projects to bottom section of the page, Discussed electricity costs and if Reserve is paying its share. Projects listed on the budget. Discussed items to be handled by Handyman especially the Fountain Pumps which is ongoing but should be fixable. All Board members approved of the Budget items and the report to be presented in April.

IV. Old Business

- Outstanding Dues Collections Issue: There are outstanding dues that we need to collect-. Proposal: Trent will send out a neighborhood-wide email identifying the delinquent lots/names-all board members agreed that email should be sent. Peter Brolick, a Tulsa attorney, may be used to give notices of delinquent dues and lien notices if they are not paid by April 15. Annual dues plus any late fees and legal fees will be assessed to the homeowner.

V. New Business

- Grant Oden Report-Entrance LED Lighting Proposal -Issue: due to various lighting and repeated bulb issues, the HOA has looked into other lighting options including LED lighting. Please review Grant's email attachment bid for LED proposal (approx. \$8,183.00) Discussion- 600 watt bulbs are costing \$165.00/bulb/year but LED bulbs will cost only \$0.61/bulb/year. Due to cost savings from electricity/bulb

costs/lower voltage with fewer outages-Grant recommended approval. Motion: Harry Gordon/Second-Brian Torgerson-All Board members approved.

- *Unauthorized Tree Planting Issue:* a homeowner has planted approximately 24 trees in the common area near the eastern edge of the large drainage ditch between Phases II and III. For more detailed information, please see the email from Grounds Liaison Harry Gordon. The issue identified is that the homeowner did NOT seek prior approval of the HOA or consult with the HOA. Discussion-Homeowner got permission the first time but did not this time, Board appreciates the effort but needs to first have a letter asking for approval and then approve the work coordinated with the grounds liaison. Planting can cause issues with cutting in the area if not spaced properly, etc. Trent will address at the April meeting for Homeowners to make proposals to the Board. Harry Gordon will talk to homeowner to cease planting additional trees without prior approval/consultation with HOA
- *Third Phase of Tree Planting Plan Harry Gordon: Note: this is not just a Phase 3 tree planting plan, but rather the third part of a multi-phase tree planting plan which is inclusive of ALL phases in the neighborhood, Issue:* Review proposed plan and bid as presented by Harry Gordon- Phase 2 tree planting progress: Work is nearly complete on the planting of 30 trees that were donated by an anonymous HOA member (\$15,095). An inspection following receipt of the invoice identified one tree missing and some minor installation issues. It appears these issues are being addressed today, March 25. Following completion the invoice will be approved for payment.

- *Creek work report:* The city of Tulsa committed to do extensive creek maintenance on both sides of the covered bridge and at places where the storm water enters the creek through various culvert pipes. Start of that work was rescheduled to mid-February. Inquiry as to its delay and present schedule was made last week but response has not yet been received.

- *2013 storm damage clean-up:* The last of tree and limb removal following storm damage in December has been completed in the last couple of weeks. The final work was the removal of a very large standing tree that was dead. That was done for the firewood it provided.

- *Sprinkler repair at cul-de-sac near Elwood & Guthrie:* A request for estimates to inspect, repair or replace this system was made to Lawnovations several weeks ago. That request has been updated and no reply yet. I will continue pursuing it.

- *Silt fence report:* Managing builders to install silt fences on new home construction sites is a continuous challenge. Last week, following Jeff Fulco's inquiry I contacted the City of Tulsa regarding some projects in The Reserve backing-up to the pond. The department manager committed to have an inspector the following day. Within a couple of days a worker picked-up some trash from the pond but did not remove the trash that has blown into the top of trees. I will monitor the projects and if the silt fences are not installed by the end of this week I will follow-up with the City office again.

Discussed idea of possibly 3 trees to be planted by basketball courts on the backside but decided to continue the discussion at a later date.

-*Grounds Report:* Trent inquired about the brown area behind basketball court. Was it sprayed like other areas and what is getting sprayed? Different areas may be getting different levels of care. Harry will ask if area is being treated-may need to add this to Lawnovations contract.

Homeowners by ditch used the trail and area for work on their back yard and some damage appears to have been done to the ground, other damage may have been done to asphalt trail but hard to say when

this occurred. Randy did ask homeowner to fix the ruts and they will fill them in. Trent will address the use of the concrete trail and grass and the consequences to fix them at the Homeowners meeting in April.

- BMX Bike Track Issue : dirt ramps and biking and hammocks (a/k/a "Tent City") in common area NE of big bridge (this issue has been initially addressed by an HOA-wide email already & discussions with various parents). This was discussed at length: Moving of dirt is prohibited and parents have been notified and the biking and hanging up of hammocks or make shift tents has stopped lately. One parent is looking for a truck to fill in the holes. Not sure if the activity stopped due to children having other sport activities right now such as baseball, etc.? We will address this issue in the future if it starts up again.
- Fountains On 24 Hours Per Day (Grant Oden & Board) : Issue: Homeowner has inquired if the HOA would be willing to leave the fountains on all night long because it helps to offset the truck/traffic noise from Hwy 75. Discussion: This would potentially cost at least \$600.00/year in electricity alone, not including wear and tear on pumps and lights. For now all on Board decided not to do this!

Additional Report on Fountains: Grant reported that the motor was replaced on one pump last week but that it went off again and it appears to be a breaker problem or some electrical problem, need key to get to junction box. Also, other problems included lights or GFCI problems. Lights have to be sealed correctly or water will encroach. Generally the pumps are expected to last 15 years so there is no need at this point to replace any. Randy Branstetter will work with Jim to get pumps up and running.

- Rain Sensors: Will cost \$125.00 /zone and there are 4-5 zones. This will ultimately save HOA cost in water in the future. Motion by Trent/Second by Jeff Hamilton-All Board members approved. Harry Gordon will handle this project.

VI. Adjourn-Meeting at 7:30 pm.

2014 SBHOA EXPENSES BREAKDOWN AND COMPARISON

3/25/2014

INCOME	2014					Total Received YTD	2014 Budget	2011 Actuals	2012 Actuals	2013 Actuals
	Jan-14	Feb-14	Mar-14	Apr-14	May-14					
2014 Dues	\$ 141,450.00	\$ 12,200.00	\$ 10,600.00			\$ 164,250.00	\$ 178,750.00	\$ 124,746.36	\$ 117,580.14	\$ 150,670.00
Misc Income	\$ 949.00	\$ 310.13	\$ 385.13			\$ 1,644.26	<i>intended</i> <i>budget</i>	\$ 2,649.66	\$ 1,147.28	\$ 1,102.70
Donation Income	\$ (500.00)							\$ 24,969.86		
Refund SBD for Phase III Dues										
Total 2014 Income	\$ 141,899.00	\$ 12,510.13	\$ 10,985.13	\$ -	\$ -	\$ 164,250.00	\$ 178,750.00	\$ 152,365.88	\$ 118,727.42	\$ 150,670.00
EXPENSES										
<i>City of Tulsa - Water/Sewer</i>										
420 W 77th ST	\$ 8.30	\$ 17.84	\$ 14.66							
611 W 77th PI	\$ 4.81	\$ 4.81	\$ 4.81							
701 W 81st ST	\$ 14.47	\$ 87.61	\$ 14.47							
641 W 79th St	\$ 4.81	\$ 4.81	\$ 4.81							
7818 S Indian Ave	\$ 85.56	\$ 85.56	\$ 85.56							
423 W 78th St	\$ 11.48	\$ 24.20	\$ 17.84							
Total Water Cost	\$ 129.43	\$ 224.83	\$ 142.15	\$ -	\$ -	\$ 496.41	\$ 12,000.00	\$ 13,793.61	\$ 10,974.97	\$ 11,389.82
<i>AEP - Power</i>										
420 W 77th St (3)	\$ 187.76	\$ 187.76	\$ 187.79							
420 W 77th St (0)	\$ 60.56	\$ 56.18	\$ 47.71							
611 W 77th PI	\$ 81.56	\$ 75.78	\$ 56.81							
701 W 81st St "A"	\$ 260.22	\$ 239.66	\$ 170.55							
701 W 81st St "GH"	\$ 94.70	\$ 86.34	\$ 70.21							
420 W 78th ST	\$ 244.00	\$ 244.00	\$ 244.02							
671 W 79th St	Blank									
7818 S Indian Ave (Club Hse)	\$ 71.67	\$ 72.49	\$ 66.96							
423 W 78th ST	\$ 54.20	\$ 34.15	\$ 15.14							
611 W 80th St (Reserve)	\$ 156.78	\$ 150.31	\$ 147.32							
Total Electricity Cost	\$ 1,211.45	\$ 1,146.67	\$ 1,006.51	\$ -	\$ -	\$ 3,364.63	\$ 15,500.00	\$ 18,642.54	\$ 15,227.18	\$ 14,831.86
<i>ONG - Nat Gas</i>										
420 W 77th St	\$ 102.21	\$ 79.99	\$ 83.93							
AT&T - Phone	\$ 89.44	\$ 109.71				\$ 199.15	\$ 1,300.00	\$ 990.72	\$ 937.85	\$ 1,056.54
Pool Service Agreement			\$ 1,000.00			\$ 1,000.00	\$ 6,600.00	\$ 5,799.96	\$ 5,073.30	\$ 6,600.00
Pool Supplies & Repairs	\$ 400.00					\$ 400.00	\$ 3,250.00	\$ 10,614.97	\$ 3,983.32	\$ 2,823.74
Landscape Service Agreement	\$ 4,430.00	\$ 4,430.00	\$ 4,430.00			\$ 13,290.00	\$ 53,160.00	\$ 51,371.58	\$ 50,027.14	\$ 52,918.68
Landscape Misc (Stamp)			\$ 1,380.00			\$ 1,380.00	\$ 12,500.00	\$ 3,360.00	\$ 20,900.00	\$ 24,402.90
Monthly Maint. Agreement						\$ -	\$ 3,600.00		\$ 2,700.00	\$ 3,600.00
Clubhouse & Parks Maint.	\$ 660.00					\$ 660.00	\$ 5,000.00	\$ 12,371.69	\$ 4,178.10	\$ 3,824.07
Projects										
Bridge Maintenance/Repair	\$ 21,072.18					<i>actual</i> \$ 21,072.18	\$ 17,000.00			
Stormwater Drainage Repair						\$ -	\$ 1,800.00			
Club House painting						\$ -	\$ 1,250.00			
Irrigation Repair (Guthrie Cul de Sac)						\$ -	\$ 800.00			
Greenbelt/Common Area Maintenance						\$ -	\$ 12,000.00			
Rock Wall Stabilization						\$ -	\$ 1,000.00			
Rock Wall Ongoing Maintenance						\$ -	\$ 1,200.00			
Pond Maintenance						\$ -	\$ 2,500.00			
Entrance/Island Refresh						\$ -	\$ 10,000.00			
Repair Damage to entrances						\$ 660.04				
Misc Bank/ Office Supplies						\$ -	\$ 650.00	\$ 134.85	\$ 485.05	\$ 600.91
Webhosting						\$ -	\$ 145.00	\$ 131.28	\$ 131.28	\$ 131.28
Capital Reserve Fund [14-\$10k, 15+ -\$20k]						\$ -	\$ 10,000.00			
Legal Fees						\$ -	\$ 1,000.00	\$ 125.00	\$ -	\$ -
Insurance						\$ -	\$ 4,400.00	\$ 8,185.00	\$ 4,368.00	\$ 4,383.00
Snow Removal						\$ -		\$ 1,500.00		
Property Taxes						\$ -	\$ 27.00	\$ 38.61	\$ 21.00	\$ 24.00
Total Monthly Expense	\$ 7,022.53	\$ 5,991.20	\$ 8,042.59	\$ -	\$ -	\$ 41,060.09	\$ 177,462.00	\$ 127,897.36	\$ 119,577.05	\$ 129,911.75

used to be contingency

Budget



Lawnovations

Outdoor Solutions

Post Office Box 63, Jenks OK, 74037

Phone: 918 361 5296

Fax: 918 445 4982

PROPOSAL

PROPOSAL SUBMITTED TO: Stonebrook HOA	PHONE	Date: 3/17/2014
STREET	JOB NAME Low Voltage Lighting At Stonebrook Entrances	
CITY, STATE AND ZIP CODE Tulsa, OK 74132	JOB LOCATION Stonebrook	
JOB CONTACT Grant Oden	CELL (918) 663 5896	

81st Street Entry

6	HADCO LED Uplights	\$1,080.00
<i>To Be Placed On White Stone Columns</i>		

2	WAML LED Flood	\$486.00
<i>One Each Stonebrook Sign</i>		

2	300W PX Transformer	\$770.00
Wire & Hardware Material		
\$200.00		

Elwood North & South Entrys

12	HADCO LED Uplights	\$2,160.00
<i>To Be Placed On White Stone Columns</i>		

4	WAML LED Flood	\$972.00
<i>One Each Stonebrook Sign</i>		

4	300W PX Transformer	\$1,540.00
Wire & Hardware Material		
\$400.00		

Electrical Demo Of Existing Lights And New GFI Receptacles For Transformers		\$575.00
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This Proposal Is Good For 30 Days

We propose to furnish material and labor -- complete in accordance with above specifications, for the sum of: **\$8,183.00**

The above proposal when accepted by both the Property Owner / Customer and Lawnovations becomes a binding contract between the two parties and is not subject to cancellation. No changes will be made unless a proper change order is completed and signed by customer. All materials remain the property of Lawnovations until the contract is paid in full, unless otherwise noted. Since the materials are purchased from Lawnovations then right of access and removal is hereby granted in the event of non-payment as agreed. If legal action is necessary to collect, purchaser agrees to pay all costs plus interest and attorney's fees. The purchaser agrees to pay all collection agency fees in the event such services are required.

Final Payment: Will Be Due Upon Job Completion

Personal Guarantee: The undersigned does hereby personally guarantee the prompt payment of any indebtedness for all items purchased herein mentioned. Lawnovations will be entitled to collect without prior demand of notice.

Proposed Price \$8,183.00

Property Owner / Customer Signature

Deposit Due Upon Proposal Acceptance 50%

Lawnovations Representative Signature

Balance Due Upon Job Completion

EWING IRRIGATION PRD#1
11059 SOUTH MEMORIAL DR
TULSA, OK 74133

GENERAL OFFICE:
3441 EAST HARBOUR DR.
PHOENIX, AZ 85034
PHONE (602) 437-9530
WWW.EWING1.COM

03/18/2014 12:40:43
Merchant ID: 00000000564273
Terminal ID: 04105619
601103002449548

CREDIT CARD
DISCVR SALE
CARD # XXXXXXXXXXXX247
INVOICE 0010
Batch #: 000394
Approval Code: 01894R
Entry Method: Swiped
Mode: Online

SALE AMOUNT \$55.00

130 EWING, S. TULSA ORDER NUMBER 9160196-A- 2
11059 S. MEMORIAL DR. PAGE 1-
TULSA 741337362 ORDERED 3/06/2014 9:24AM
918) 369-9530 FAX (918) 369-9531 REQUESTED 3/06/2014
CONTR'R SOUTH TULSA SHIP TO: GRANT
MORIAL DR OK 74133

BUYR: GRANT ODEN PH: 9186192538 VIA: FEDEX
EIP#: BY: BRETT H QUOTE#:
CUSTOMER COPY

QTY	QTY	ITEM	DESCRIPTION	LIST	NET	EXTENSION	LIN
:	:	:	REPAIR FOR AQUAMASTER M5432-SC				1
:	:	:	RG# 2014-17606				2
:	:	:	REPAIR PO #23625 WAS CREATED				3
:	:	:	VNDR: 4057 AQUAMASTER				4
:	:	:	REPAIR ESTIMATE:				5
:	:	:	ITEM: 99000000 QTY: 1				6
:	:	:	AQUAMASTER PUMP SERIAL# M5432-				7
:	:	:	SERIAL NO.: 30033				8
:	:	:	SC				9

NO CASH REFUNDS
Any Credit for Material Returned will be Applied
against Future Purchases or Account Balance

PAYMENTS: TYPE REFERENCE AMOUNT
TAX 55.00
FREIGHT
LABOR
HANDLING
TOTAL 55.00

FIRM
BY

#CARTONS : TOTAL LBS. : TRACKING NUMBER
3/06/2014 10:52:36 CUSTOMER COPY
FILLED BY :
DATE :
DEL BY :
DATE :

POOL MANAGEMENT CONTRACT

This contract is entered into as of this _____ day of _____ 20____ (the "Effective Date"), by the between **Aquatic Management Company** (hereinafter "AMC") and **Stonebrooke Homeowners Association** (hereinafter "SHA").

RECITAL

AMC engages in the business of management of swimming pool facilities. SHA is the owner of certain swimming pool facility (hereinafter "The Pool"), located in Jenks, Oklahoma. SHA desires to contract with AMC to manage the pool through the use of AMC's employees and independent contractors, under the terms and condition hereinafter set forth. This contract is effective from March 1, 2014 until February 28, 2015.

TERMS AND CONDITIONS

1. Pool Management

- a. AMC will manage the pool with employees and subcontractors with the appropriate certifications required to manage the day-to-day operations of the pool, subject to the general written policies of the SHA Pool Committee. AMC will also maintain chemical testing and application records required by regulations and will test the water at least four (4) times daily.
- b. After March 1, 2014 and before April 15, 2014, it will be the responsibility of AMC to prepare for opening (including removal of tarp, de-winterizing and turning the pumps back on, obtaining chemical balance, vacuuming the pool, and other necessary actions), and advising SHA of repairs to the pool area, pool equipment, etc. that maybe warranted. SHA will be responsible for all chemical costs associated with opening and de-winterizing the pool at the beginning of the pool season while AMC will be responsible for labor costs. All labor and services for chemical balancing and vacuuming of the pool after the pool is prepared for opening will be provided by AMC under this contract either through AMC's employees or subcontractors. Costs for chemicals, repairs or improvements to the pool will be paid by SHA over and above the amount due AMC for services under this contract. SHA will be responsible for all chemical costs associated with closing and winterizing the pool at the end of the swim season, along with the chemical cost necessary for maintaining the proper chemical balance throughout the period from the end of the swim season until November 1, 2014 while AMC will be responsible for the labor costs.
- c. At the end of the swim season, it will be the responsibility of AMC to provide a report to the SHA Pool Committee as to any recommendations regarding improvements or anticipated major expenditures that may be needed in the foreseeable future.

- d. AMC will send a representative to attend SHA Pool Committee meetings, or Neighborhood Association meetings, if requested by SHA provided that at least three (3) business days' notification is given to AMC by SHA.
- e. AMC will meet all requirements set forth in applicable state and local codes, and the SHA requirements as set forth in this contract.
- f. AMC will have exclusive rights to hire or dismiss employees or independent contractors to assist in the pool operation within its sole discretion.
- g. AMC will be responsible on a daily basis for the cleaning of all areas within the pool structure, including the pool, entryway, bathrooms, and office area with cleaning supplies paid for by SHA. AMC shall have the right to purchase needed supplies and deliver the invoice to the SHA Treasurer for reimbursement.

2. **SERVICES OR Goods Not Provided**

- a. AMC will not be responsible for providing labor and parts for major repairs, parts replacement, or chemicals, toiletries, or cleaning supplies as part of this Agreement. AMC will have the authority to purchase on behalf of SHA all chemicals necessary for the operation of the pool to keep it in compliance with the Tulsa County Health Department Regulations, and the chemical costs will be invoiced to SHA for payment. Invoices are then to be delivered promptly to SOHA Treasurer for reimbursement. SHA will also be responsible for purchasing any required licenses from the City/County.
- b. During the operation season, AMC will have the authority to contact on behalf of SHA for any repair work, or part replacement necessary to keep the pool open and in compliance with the Tulsa County Health Department Regulations up to the amount of Six Hundred and No/100ths dollars (\$600.00) for repair work and parts on the pumps, and Three Hundred and No/100th Dollars (\$300.00) on all other areas. Any repairs in excess of these dollar limits will require a majority vote of the SHA Board and should be reported to a Board member immediately. Any discretionary repairs, repair work, improvements, or part replacements that are not necessary to keep the pool open, or in compliance with the Tulsa County Health Department Regulations, will require a majority vote of the SHA Board.
- c. AMC will not be responsible for the purchasing of pool furniture or umbrellas or obtaining/performing repair work on the pool furniture or umbrellas, unless mutual agreement is reached between AMC and SHA.
- d. AMC will not be responsible for utilities, sewage, water, trash, refuse, etc. costs. AMC will be responsible for replacing the trash container outside the Pool Area, by the curb, on appropriate nights after closing for trash pickup the next day. SHA will provide the proper trash container and trash bags.

3. Payroll and Insurance

- a. AMC will be responsible for its employees' payrolls, withholdings, W2's, and workers' compensation insurance.
- b. Certificates of worker's compensation will be provided by AMC to SHA before May 15, 2014.

4. Open Dates for Pool Hours

- a. AMC will open the SHA pool on Saturday, May 24, 2014 and operate it (Monday through Sunday) every week through Sunday, September 1, 2014.
- b. Daily pool hours will be determined by SHA.

5. Compensation

SHA will agree to pay AMC the total of **Six Thousand Six Hundred Dollars (\$6,600.00)** to the pool management services provided for under the contract. This compensation will be paid in the following increments:

On or before April 1, 2014	\$ 1,100.00
On or before May 1, 2014	\$ 1,100.00
On or before June 1, 2014	\$ 1,100.00
On or before July 1, 2014	\$ 1,100.00
On or before August 1, 2014	\$ 1,100.00
On or before September 1, 2014	\$ 1,100.00

*** An option for pool operation before May 24 or after September 1 may be exercised by SOHA at a cost of \$30.00 per day.**

6. Pool Rules and Enforcement

SHA will provide AMC with a written list of all rules and regulations under which it wishes the pool to be administered. AMC reserves the right to request additional rules that it deems necessary for the safe operation of the pool. Any additional rules or regulations will be submitted to SHA or its designated liaison for approval prior to implementation. AMC will report serious or repeated violations of the rules to SHA, its duly authorized representative for mutual solution. All communications to AMC are to

be made by the SHA Pool Committee Chairperson, Board Member in Charge of the Pool, or his (her) written designation representation. AMC will not be held responsible for any directives from anyone other than SHA Board Members, Pool Committee members or Association members that do not come through the Pool Committee Chairperson, Board Member in Charge of the Pool, or his (her) written designated representative. AMC shall report any type of harassment of its employees to the Stonebrooke Homeowners Association immediately or to a SHA Board member.

7. Lifeguards and Security

AMC is not responsible for security or lifeguards at the pool. AMC will be responsible for the securing of equipment as instructed in writing by SHA and locking doors and gates to the facility. AMC will not be responsible for accidents, injuries, drownings, or negligence on the part of swimmers at the facility.

8. Non-Performance/Termination Clause

If for reason SHA believes there has been a non-performance of the terms of this agreement, SHA will give written notice to **AMC c/o Chris Keller, 10498 S. 91st E. Ave., Tulsa, Ok. 74133**, by certified mail. AMC will have five (5) business days to remedy or cure the alleged non-performance. If AMC fails to remedy or cure the alleged non-performance in five (5) business days, SHA can terminate his Pool Management Contract. In the event of SHA non-performance of its obligations under the contract, AMC will give written notice to the SHA President, or designated representative and SHA will have five (5) business days to remedy or cure its non-performance. The failure of either party to insist performance of such term or obligation, but the obligation of either party with respect to this contract will continue in full force and effect.

9. Other Terms

The terms of this contract represent the entire agreement between AMC and SHA and the terms of this agreement can only be modified by a written agreement signed by representatives of both AMC and SHA. Any disputes between AMC and SHA regarding the terms of this contract, or alleged breach of this contract, must be submitted to the Tulsa County Settlement Program for non-binding mediation, as a prerequisite for either party filing litigation arising out of this contract.

Executed this _____ day of _____, 20_____

By: _____ *Chris Keller* _____
Chris Keller, President of Aquatic Management Company

Dated this ___24th day of ___March 20_14

By: _____
Stonebrooke Homeowners Association

Dated this _____ day of _____ 20_____