

Subject: Bradford Park HOA Landscaper
From: "Keith A. Lindsey" <kalecomm@gmail.com>
Date: 3/31/21, 4:12 PM
To: troyevanovich kschmidt

CC: sabrinawashburn@connectmanage.com

Gentlemen,

Prior to my election to the Board of Directors of The Owners Association of Bradford Park, Inc., I requested documents from the Association through Connect Community Management, specifically Sabrina Washburn. Part of that document requested was contractor bids from the last four years. What I received went all the way back to 2015 because the Board, which is no surprise, hasn't done it's fiduciary duty in years.

I have read the landscaping contract from 2015 which was with Wings Landscaping, LLC. and it does NOT have an auto-renewal clause. The current Landscaper that is being used by The Owners Association of Bradford Park, Inc., is Landsys, Inc. The 2015 Wings Landscaping, LLC contract clearly states that the contract is terminable at any time for any reason and that a certified letter would need to be sent to Wings Landscaping, LLC by certified mail to the address of record for Wings Landscaping, LLC. From discussions with Sabrina Washburn, there has been no paperwork received by the Association noting a name change and/or change in business organization (LLC to Corporation) for Wings Landscaping, LLC.

Further, the By Laws of The Owners Association of Bradford Park, Inc, Article VII, Section 1(e) REQUIRES that a contract for an independent contractor be valid ONLY for a one-year period. Further, Article VII, Section 2(b) specifies that one of the duties of The Board of Directors is to "supervise all officers, agents, and employees of the Association and to see that their duties are properly performed;"

As such I can only conclude that the contract with Wings Landscaping, LLC expired in 2016 and that **the Association has no contract with Landsys, Inc.** Because the contract with Wings Landscaping, LLC terminated five (5) years ago, I am unable to fulfill my fiduciary duty according to Article VII, Section 2(b). **Therefore, I am directing Sabrina Washburn to NOT accept ANY change of business organization or name change from Wings Landscaping, LLC without a duly called Board meeting AND I am also directing Sabrina Washburn to cease and desist from any and all**

payments for any work from Landsys, Inc from this day (March 31, 2021) forward without a vote of the Board of Directors at a duly called Board Meeting. Should Mr. Evanovich decide to perform any landscaping work from the above date forward, it will be at his own expense and will not be reimbursed or compensated in ANY way.

Until a Board Meeting is duly held, there is no landscaper for this Association. I would urge both of you to contact Sabrina Washburn and help her schedule a Board meeting as soon as possible.

Finally, should Mr. Evanovich decide to submit a bid for Landsys, Inc., I would remind both of you that Mr. Evanovich would NOT, per Texas Property Law, be eligible to see, discuss or vote on ANY of the contract bids submitted to the Board of Directors where he submitted a bid. To that end, I would be more than happy to discuss landscaping bids with Mr. Schmidt at a duly called Board Meeting. **I would, however, like to make known at this time that UNDER NO CIRCUMSTANCES will I approve, affirm or consent to a Board Member being granted a for-profit contract for ANY service rendered to the Association in accordance with Article IV, Section 5 of the By Laws of The Owners Association of Bradford Park, Inc.**

Regards,

Keith A. Lindsey, MBA

Director,

Owners Association of Bradford Park, Inc.