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**Filing Accepted for Case: 25-JSC41-00010; KAREN A BLAKEMAN,NADEEM NAIKvsWillie Jones,Michael Eugene Ates,PATRICK JOSEPH MEURER, Providence Community Association; Envelope Number: 96098878**

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## Filing Accepted

Envelope Number: 96098878  
Case Number: 25-JSC41-00010  
Case Style: KAREN A BLAKEMAN,NADEEM NAIK  
vs  
Willie Jones,Michael Eugene Ates,PATRICK JOSEPH MEURER, Providence Community Association

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Filing Details	
<b>Court</b>	Fort Bend County - JP
<b>Case Number</b>	25-JSC41-00010
<b>Case Style</b>	KAREN A BLAKEMAN,NADEEM NAIK vs Willie Jones,Michael Eugene Ates,PATRICK JOSEPH MEURER, Providence Community Association
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# IN THE JUSTICE COURT, PRECINCT 4, FORT BEND COUNTY, TEXAS

CAUSE NO.: \_\_\_\_\_

**PLAINTIFFS:**

Karen Blakeman and Nadeem Naik, Pro Se  
Directors of Providence Community Association

**DEFENDANTS:**

Willie Jones, Michael Ates, Directors of Providence Community Association  
Patrick Meurer, Member of Providence Community Association  
And

**Nominal Defendants:**

Providence Community Association, Inc., Nominal Defendant

And other unknown individuals or entities,  
including potential unknown nominal defendants.

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## ORIGINAL PETITION SMALL CLAIMS

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, **Karen Blakeman and Nadeem Naik** (collectively, "**Plaintiffs**"), Directors of Providence Community Association (hereafter "**PCA**"), file this Petition against **Willie A. Jones**,

**Michael Ates** and **Patrick Meurer**, (collectively, “**Defendants**”) and other unknown individuals or entities who may have participated in or facilitated the acts and omissions described herein.

**Providence Community Association, Inc., (“PCA”)** is included as a nominal defendant (Nominal Defendant”) in this matter for the purpose of ensuring the proper enforcement of governance, bylaws, and procedural actions, including the organization and facilitation of meetings, and to ensure compliance with the Court’s judgment. Providence Community Association, Inc. is not being accused of any wrongdoing but is named to facilitate the necessary processes and resolution of the ongoing issues.

Plaintiffs respectfully show the Court as follows:

## **1. PARTIES AND JURISDICTION**

### **1.1 Plaintiffs:**

- **Plaintiff Karen Blakeman**, an individual, a resident of 9206 Sabastian Drive, Houston, TX 77083, a duly elected Director of PCA.
- **Plaintiff Nadeem Naik**, an individual, a resident of 15210 Delbarton Drive, Houston, TX 77083, a duly elected Director of PCA.

### **2. Defendants:**

- **Defendant Willie A. Jones**, an individual, a resident of 9107 Rocky Valley Drive, Houston, TX 77083, a duly elected Director of PCA, has participated in the actions described herein.
- **Defendant Michael Ates**, an individual, a resident of, Houston, TX 77083, a duly elected Director of PCA, has participated in the actions described herein;
- **Defendant Patrick Meurer**, an individual, a resident of 9102 Rocky Valley Drive, Houston, TX 77083, has participated in the actions described herein.

### **3. Nominal Defendants**

- **Providence Community Association, Inc.**, a Texas Corporation, C / O Chaparral Management Company, 6630 Cypresswood Dr, Suite 100, Spring, TX 77379

### 1.3 Other unknown individuals or entities

May have contributed to the acts or omissions described in this Petition. Plaintiffs reserve the right to amend this Petition upon discovery of such parties.

### 1.4 Jurisdiction:

This Court has jurisdiction over this matter as the damages sought are within the jurisdictional limits of this Court. Venue is proper in Fort Bend County as the events giving rise to this action occurred within this jurisdiction.

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## 2. Introduction, Background and Issues

The Providence Community Association, Inc. (**PCA**) is a non-profit homeowners' association (**HOA**) established under Texas law. It is formed to manage and govern the residential community within its jurisdiction, which is referred to as "The Properties." The Association is composed of property owners who are members of the PCA and have voting rights.

Since October 22, 2024, PCA has faced significant governance challenges that have undermined its operations and fiduciary duties. These issues began after the resignation of Paul Weider, the former President of the PCA, in October 2024, which created the conditions for a series of unilateral actions by the Defendants that violated both the **PCA Bylaws** (Exhibit A) and the **Texas Property Code** (Exhibit B) .

These actions include:

- **Unilateral Decisions:** The Defendants, Willie Jones and Michael Ates, made significant decisions without proper approval from the Board, bypassing the requirement for full Board participation and a quorum as stipulated by the PCA bylaws and the Texas Property Code. (Exhibit C)
- **Ignoring PCA Bylaws and Texas Property Code:** The Defendants consistently ignored legal advice from PCA's attorneys (Exhibit D)) and Management Company (Exhibit E)

and failed to follow the governing procedures outlined in the PCA bylaws and the Texas Property Code, further exacerbating the governance breakdown.

- **Threats and Intimidation:** The Defendants engaged in threats (Exhibit F) and intimidation tactics, (including attempts to remove duly elected Board members without proper process and excluding them from meetings, undermining the democratic decision-making process of the Association.
- **Financial Improprieties:** The Defendants engaged in unauthorized financial transactions, (Exhibit G) including awarding contracts without Board approval, resulting in unnecessary financial expenditures and potential liability for the PCA. They also misused the Association's funds for unauthorized purposes, breaching fiduciary duties and exposing the PCA to financial risk.
- **Disruption of Operations:** The lack of cooperation between the Board members, along with the Defendants' defiance of governance protocols, led to a breakdown in essential operations such as collections, decision-making, and overall management of the Association, further harming the community and its members. (Exhibit H)

These actions have severely compromised the PCA's ability to serve the best interests of its members and to operate in accordance with the legal and ethical standards set forth in its governing documents and Texas law.

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## Governance Structure of the PCA

The PCA is governed by a five-member Board of Directors, as outlined in its bylaws (attached). The officers of the PCA include:

1. **President** – The President is the chief executive officer of the Association and is responsible for overseeing all operations and ensuring compliance with the bylaws and governing documents.
2. **Vice President** – The Vice President may assume the duties of the President in the event of absence, inability, or refusal to act, as outlined in the bylaws.
3. **Secretary** – The Secretary is responsible for maintaining the official records of the Association, including meeting minutes, correspondence, and official documents.
4. **Treasurer** – The Treasurer manages the Association's financial matters, including overseeing budgets, financial reports, and expenses.
5. **Director** – The remaining Board member supports the Association's operations, vote on matters of policy, and ensure the Association's governance aligns with legal requirements.

The PCA bylaws, specifically Article VIII, Section 2, dictate that the Board is responsible for electing officers at the first meeting following the annual meeting of the members. The bylaws also include provisions for filling vacancies in officer positions, such as the President, through appointments made by the Board in open meetings with proper notice.

The Texas Property Code § 209.0051, (attached) governs how property owners' association meetings and decisions must be conducted, ensuring transparency and accountability. It requires that all meetings be properly noticed and conducted in a manner that allows for participation from all members.

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## Timeline of Key Events Leading to Board Disputes and Governance Challenges

1. **Resignation of President and Vacant Office of President (October 2024):**
  - a. In October 2024, the President of the PCA, Paul Weider, resigned, leaving the office of the President vacant.
  - b. According to the PCA bylaws, the vacancy in the office of President should be filled through an appointment by the Board of Directors during the next duly noticed meeting. However, instead of following these procedures, Defendant Willie Jones, a Board member, unilaterally declared himself "President," despite not being appointed to this position by the Board.
  - c. At times, Defendant Willie Jones went further by declaring himself to be the President, both in written communications to vendors and contractors and to Fort Bend County officials.
2. **Unilateral Actions and Conflicts:**
  - a. Defendant Willie Jones continued to take unilateral actions without consulting the rest of the Board. For instance, he sought to control the operations of the PCA, including making decisions related to pool access.
3. **Unlawful Meetings and Lack of Quorum:**
  - a. On **November 1, 2024**, a special meeting was called by Defendant Willie Jones, but it was improperly noticed, and no quorum was achieved. According to PCA bylaws, a quorum of three directors is required to conduct business. Since only two directors attended this meeting, it was invalid, and the decisions made during this meeting, including attempts to appoint officers and remove board members, were legally ineffective.
  - b. . They also attempted to remove Directors Plaintiff Karen Blakeman and Plaintiff Nadeem Naik from the Board, asserting their seats were vacant without following the proper procedures required by the PCA bylaws and Texas law. This attempt

to remove Directors without Board approval was not only an overreach of authority but also violated the fundamental principles of governance.

- c. On **November 19, 2024**, Defendant Willie and Defendant Michael attempted to block members from attending the PCA members' meeting by misrepresenting their positions to law enforcement and instructing a uniformed officer to exclude homeowners from attending, which is a clear violation of the Texas Property Code § 209.0051, which mandates that property owners have the right to attend board meetings.
4. **Attempts to Control Communication and Board Operations:**
    - a. Defendant Willie Jones and Defendant Michael Ates took actions that circumvented the proper processes for communicating with the management company. They unilaterally issued instructions to Chaparral Management Company, demanding actions related to credit card requests and access to the portal that the Treasurer uses to approve payment of invoices., all without the required Board approval.
    - b. They also restricted access to PCA meetings for the management company's representatives, undermining the transparency of the decision-making process.
  5. **Unilateral Removal of Directors and Unauthorized Appointment of Officers:**
    - a. In violation of the PCA bylaws, Defendant Willie Jones and Defendant Michael Ates attempted to appoint themselves to officer roles (e.g., "President" and "Vice President"),
  6. **Plaintiff Nadeem Naik and Plaintiff Karen Blakeman's Efforts to Uphold Governance:**
    - a. Throughout these challenges, Plaintiff Nadeem Naik and Plaintiff Karen Blakeman have consistently sought legal guidance from Holt & Tollett PC and advised the Board to follow the Texas Property Code and PCA bylaws to ensure proper governance. They have repeatedly called for the proper election of officers, the filling of the President's vacant role, and compliance with meeting protocols.
    - b. They have also raised concerns about the unauthorized actions of Defendant Willie Jones and Defendant Michael Ates and their potential exposure to personal liability for violating the association's governing documents and state law. Their efforts to restore order and compliance have been repeatedly disregarded.
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## Current Situation

- **Board Division:** The PCA Board is currently divided, with Defendant Willie Jones and Defendant Michael Ates acting unilaterally and making decisions without the consent or approval of the full Board.
- **Ignored Legal Guidance:**

- On November 18, 2024, during a meeting with PCA's legal counsel from Holt Tollett, David Berk advised the Defendants that their actions were in violation of the Texas Property Code and PCA bylaws. Mr. Berk emphasized, ***“It is imperative that the board operate in accordance with applicable law and the governing documents, and it is recommended that the 4 legitimate directors cooperate to do so.”*** Despite this advice, Defendant Willie and Defendant Michael continued their actions in defiance of the legal counsel provided.
- On December 5, 2024, Mr. Luke P. Tollett further reinforced the legal standing, stating, ***“There can be serious negative consequences to the Association if this course of conduct proceeds...there is potential personal liability to the directors purporting to take actions which are contrary to applicable law and the governing documents.”*** Both Mr. Berk and Mr. Tollett advised that all four directors must cooperate for the best interest of the PCA, but this guidance was ignored by the Defendants.
- Chaparral Management Company's legal advice, sent on November 8, 2024, confirmed that the November 1, 2024, meeting was invalid due to lack of proper notice and quorum. The letter stated, ***“The meeting of November 1, 2024, did not constitute a valid meeting...No decisions made at the November 1, 2024, meeting are effective.”*** This advice, which clearly indicated the invalidity of actions taken by the Defendants, was disregarded by them.
- **Unauthorized Actions:**
  - Defendant Willie and Defendant Michael have engaged in unauthorized, financial transactions. These actions not only violate PCA bylaws but also breach their fiduciary duties as Board members. Those include the hiring of a locksmith to change the locks on the Clubhouse door, contracting for the building of a fence at Tyler Park, contracting with a new vendor for winter mulching (which was a duplication of the existing landscape contract), and signing a new Landscape contract duplicating the existing one in effect.
  - **Financial Liability:** PCA is facing significant financial risk due to unauthorized contracts awarded by Defendant Willie and Defendant Michael.
- **Disruption of Routine Operations:**
  - **Ceased Collection Efforts: Defendant Willie and Defendant Michael have refused to participate in a properly noticed meeting.** Efforts to collect overdue accounts have been halted due to the lack of quorum for meetings and the failure to approve necessary actions in executive sessions. As a result, overdue accounts have not been referred for collection, directly impacting the PCA's financial health.
- **Hostile Environment and Breakdown of Communication:**
  - The PCA's ability to serve the best interests of its members has been compromised, and the community is at significant risk of further harm if the current situation persists.
- **Purpose of Petition:**



- **Address Violations:** The petition seeks to address the ongoing violations of PCA bylaws, the Texas Property Code, and the ethical standards governing the PCA Board.
  - **Restore Governance:** Plaintiffs seek to restore lawful and ethical governance, ensure fiduciary duty compliance, and protect the rights and interests of all PCA members.
  - **Request for Relief:** Plaintiffs request that the Court grant the relief necessary to rectify the unlawful actions of the Defendants and restore effective governance to the Association.
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### 3. ALLEGATIONS AGAINST EACH DEFENDANT

#### A. Allegations Against All Three Defendants

##### 1. Blocking Member Participation in Meetings

###### a. Violation of Texas Property Code § 209.0051(e):

On November 19, 2024, Defendants misrepresented his authority to law enforcement officers, instructing them to exclude PCA members from attending the scheduled board meeting. This action violated the Texas Property Code § 209.0051, which mandates that property owners' association meetings must be open to the members, allowing them to attend, observe, and participate. The non-Board Member refused to leave, rendering the Executive Session unable to be called to Order.

###### b. Violation of PCA Bylaws Article VI, Section 3: Article VI, Section 3 of the PCA bylaws requires that meetings be open to the members and that all decisions be made with the full participation of the board members and the membership. The Defendants attempt to block members from attending meetings directly contradicts the transparency and participation required by the PCA bylaws.

##### 2. Unauthorized Financial Transactions and Directives

###### a. Violation of Texas Property Code § 209.0051(e):

Defendants, including the non-board member engaged in unauthorized financial transactions, and bypassed proper Board approval for financial decisions, violating the transparency and accountability requirements of Texas Property Code § 209.0051(e).

###### b. Breach of PCA Bylaws Article IX, Section 1:

Article IX, Section 1 of the PCA bylaws requires that all financial decisions be made with the Board's approval, including competitive bidding and vendor contracts. Defendants' actions in bypassing this process resulted in unauthorized

financial commitments, (listed previously) exposing the PCA to unnecessary financial risk and potential legal liability.

3. **4. Abuse of Authority**

a. **Texas (Abuse of Official Capacity):**

Misused law enforcement resources for personal gain by instructing officers to act based on false information, violating members' rights and misusing law enforcement for personal purposes.

4. **Misrepresentation to the Community**

a. **Violation of Texas Business Organizations Code Chapter 21:**

Provided false information to the community, undermining trust and violating fiduciary duties, including the Duty of Loyalty and Duty of Good Faith, as set forth in Texas Business Organizations Code Chapter 21.

5. **Financial Mismanagement**

a. **Violation of TBOC Chapter 21:**

Breached fiduciary duties by participating in financial decisions that lacked transparency and accountability, causing potential harm to HOA resources under Texas Business Organizations Code Chapter 21.

6. **Restricting Member Rights**

7. **Harassment**

a. **Texas (Harassment):**

Engaged in communications, including emails, that intimidated or threatened board members, violating Texas Law on Harassment.

8. **Commissioning Unauthorized Actions by Law Enforcement**

a. **Texas (Abuse of Official Capacity):**

Instructed a uniformed officer to enforce illegitimate directives based on false representations, violating the rights of association members and misusing law enforcement resources.

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## **B. Allegations Against Defendant Willie Jones**

1. **Self-Appointment and Misrepresentation of Officer Role**

a. **Violation of PCA Bylaws:**

Defendant Willie Jones unilaterally assumed the title of "President" without Board approval or a formal vote. According to Article VIII, Section 6 of the PCA bylaws, a vacancy in the office of the President must be filled by Board appointment during a duly noticed meeting with a quorum present..

b. **Misrepresentation to External Authorities:**

Defendant Willie Jones misrepresented himself as the President of the PCA in official communications, including written correspondence and to Fort Bend County officials. Such misrepresentation of authority to external parties violates

the fiduciary duty of loyalty and duty of care set forth in the Texas Business Organizations Code (TBOC), Chapter 21, and Texas Property Code § 209.0051.

- c. **Texas (Online Impersonation):**  
Engaged in electronic communication (emails) falsely claiming to be the President of the HOA, intending to harm, defraud, and intimidate.
  - d. **Texas (False Report to a Peace Officer):**  
Misrepresented himself as the President of the HOA to a uniformed officer, instructing the officer to exclude members from the November 19, 2024 meeting.
  - e. **Texas Business Organizations Code (TBOC) Chapter 21:**  
Violated fiduciary duties by falsely claiming Board authority.
  - f. Defendant Willie Jones signed contracts and approved invoices for contracts that were not approved by the Board
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## C. Allegations Against Defendant Michael Ates

1. **Violation of Texas Code – Unauthorized Recording of Oral Communications:**  
Defendant Michael Ates engaged in the unauthorized recording of private board meetings and conversations without the consent of all parties involved, in violation of Texas law. It prohibits the recording of oral communications unless all parties involved provide consent.
2. **Breach of PCA's Confidentiality Standards:**  
Defendant Michael Ates violated the PCA bylaws, which protect the confidentiality of executive sessions and certain board discussions. These sessions are considered private, and the unauthorized recording of such discussions constitutes a breach of the PCA's governance procedures, which are designed to maintain privacy in internal matters.
3. **Violation of Texas Law – Privacy in Private Organizational Settings:**  
The PCA is a private, non-profit corporation, and as such, its board meetings—whether open or executive sessions—are considered private and are protected by law. Under Texas law, private entities such as the PCA are entitled to confidentiality in their meetings. Defendant Michael Ates, by recording these private sessions without authorization, violated the privacy protections under Texas law and Texas Property Code provisions related to HOA governance.
  - a. **Case Law Precedents:**
    - i. In *O'Rourke v. State* (1981), the court upheld the expectation of privacy in informal, private organizational settings like HOA meetings, affirming the protection against unauthorized recordings.
    - ii. In *Huffman v. State* (2015), the court reinforced that unauthorized recordings of private meetings—such as PCA board discussions—violate privacy laws.

- iii. Cantu v. State (1991) further affirmed the privacy expectations for non-public organizational settings, such as board meetings in an HOA.

**b. First Amendment Misuse:**

- i. Dawson v. State (2003) clarified that First Amendment protections do not extend to surreptitious recordings in private settings, specifically in non-governmental organizations like the PCA.
- ii. Ramos v. State (2007) reaffirmed that First Amendment rights do not justify the unlawful recording of private communications, including those made during board meetings within an HOA.
- iii. In summary, Defendant Michael Ates unlawfully recorded PCA board meetings without the consent of all parties involved, violating Texas law, the Texas Property Code, the PCA bylaws, and well-established case law protecting the privacy of such discussions. This misconduct not only breached confidentiality standards but also exposed the PCA to potential legal ramifications for violating privacy protections.

**4. Self-Appointment and Misrepresentation of Officer Role:**

- a. Violation of PCA Bylaws: Defendant Michael Ates unilaterally assumed the title of "Vice President" without Board appointment. According to Article VIII, Section 6 of the PCA bylaws, a vacancy in the office of the Vice President must be filled by Board appointment during a duly noticed meeting with a quorum present.
- b. **Misrepresentation to External Authorities:**  
Defendant Michael Ates misrepresented himself as the Vice President of the PCA in official communications, including written correspondence and to Fort Bend County officials. Such misrepresentation of authority to external parties violates the fiduciary duty of loyalty and duty of care set forth in the Texas Business Organizations Code (TBOC), Chapter 21, and Texas Property Code § 209.0051.
- c. **Texas (Online Impersonation):**  
Engaged in electronic communication (emails) falsely claiming to be the Vice President of the HOA, intending to harm, defraud, or intimidate.
- d. **Texas (False Report to a Peace Officer):**  
Misrepresented himself as the Vice President of the HOA to a uniformed officer, instructing the officer to exclude members from the November 19, 2024 meeting.
- e. **Texas Business Organizations Code (TBOC) Chapter 21:**  
Violated fiduciary duties by falsely claiming Board authority
- f. **Blocking Member Participation in Meetings:**
- g. Violation of Texas Property Code § 209.0051(e): On November 19, 2024, Defendant Michael Ates misrepresented his authority to law enforcement officers, instructing them to exclude PCA members from attending the scheduled board meeting. This action violated the Texas Property Code § 209.0051, which mandates that property owners' association meetings must be open to the members, allowing them to attend, observe, and participate.
- h. **Violation of PCA Bylaws Article VI, Section 3:**  
Article VI, Section 3 of the PCA bylaws requires that meetings be open to the

members and that all decisions be made with the full participation of the board members and the membership. Defendant Willie 's attempt to block members from attending meetings directly contradicts the transparency and participation required by the PCA bylaws.

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## **D. Allegations Against Defendant Patrick Meurer**

### **1. Self-Appointment and Misrepresentation of Officer Role**

#### **a. Violation of PCA Bylaws:**

Defendant Patrick Meurer unilaterally assumed the title of "Director" without Board approval or a formal vote. According to Article VIII, Section 6 of the PCA bylaws, a vacancy in the Board must be filled by Board nomination of the Board and approval during a duly noticed meeting with a quorum present.

#### **b. Misrepresentation to External Authorities:**

Defendant Patrick Meurer misrepresented himself as the "Director" of the PCA in official communications, including written correspondence and to Fort Bend County officials. Such misrepresentation of authority to external parties violates the fiduciary duty of loyalty and duty of care set forth in the Texas Business Organizations Code (TBOC), Chapter 21, and Texas Property Code § 209.0051.

#### **c. Texas (Online Impersonation):**

Engaged in electronic communication (emails) falsely claiming to be a "Director" of the HOA, intending to harm, defraud, or intimidate.

#### **d. Texas (False Report to a Peace Officer):**

Misrepresented himself as a "Director" of the HOA to a uniformed officer, instructing the officer to exclude members from the November 19, 2024 meeting.

#### **e. Texas Business Organizations Code (TBOC) Chapter 21:**

Violated fiduciary duties by falsely claiming Board authority

### **2. Misrepresentation to a Uniformed Officer**

#### **a. Texas (False Report to a Peace Officer):**

Falsely claimed to be the "Director" of the HOA to a uniformed officer, commissioning the officer to exclude members from the November 19, 2024 meeting.

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## 4. COUNTS AGAINST EACH DEFENDANT

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### Counts Against All Three Defendants

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1. **Count 1: Blocking Member Participation in Meetings**
  - a. **Violation of Texas Property Code § 209.0051(e)**: On November 19, 2024, Defendants misrepresented his authority to law enforcement officers, instructing them to exclude PCA members from attending the scheduled board meeting. This action violated the Texas Property Code § 209.0051, which mandates that property owners' association meetings must be open to the members, allowing them to attend, observe, and participate.
  - b. **Violation of PCA Bylaws Article VI, Section 3**: Article VI, Section 3 of the PCA bylaws requires that meetings be open to the members and that all decisions be made with the full participation of the board members and the membership. Defendants attempt to block members from attending meetings directly contradicts the transparency and participation required by the PCA bylaws.
2. **Count 2: Unauthorized Financial Transactions and Directives**
  - a. **Violation of Texas Property Code § 209.0051(e)**: Defendants engaged in unauthorized financial transactions, and bypassed proper Board approval for financial decisions, violating the transparency and accountability requirements of Texas Property Code § 209.0051(e).
  - b. **Breach of PCA Bylaws Article IX, Section 1**: Article IX, Section 1 of the PCA bylaws requires that all financial decisions be made with the Board's approval, including competitive bidding and vendor contracts. Defendants' actions in bypassing this process resulted in unauthorized financial commitments, exposing the PCA to unnecessary financial risk and potential legal liability.
3. **Count 3: Abuse of Authority**
  - a. **Texas (Abuse of Official Capacity)**: Misused law enforcement resources for personal gain by instructing officers to act based on false information, violating members' rights and misusing law enforcement for personal purposes.
4. **Count 5: Misrepresentation to the Community**
  - a. **Violation of Texas Business Organizations Code Chapter 21**: Provided false information to the community, undermining trust and violating fiduciary duties, including the Duty of Loyalty and Duty of Good Faith, as set forth in Texas Business Organizations Code Chapter 21.
5. **Count 6: Misuse of HOA Funds or Property**
  - a. **Violation of Texas Property Code § 209.0051(e)**: Approved or engaged in unauthorized financial actions without proper notice or board approval, in violation of Texas Property Code § 209.0051(e).

- b. **Breach of PCA Bylaws Article IX, Section 1:** Violated financial protocols by bypassing competitive bidding and other required procedures, as stated in PCA Bylaws Article IX, Section 1.
- 6. **Count 7: Financial Mismanagement**
  - a. **Violation of TBOC Chapter 21:** Breached fiduciary duties by participating in financial decisions that lacked transparency and accountability, causing potential harm to HOA resources under Texas Business Organizations Code Chapter 21.
- 7. **Count 8: Restricting Member Rights**
- 8. **Count 9: Harassment**
  - a. **Texas (Harassment):** Engaged in communications, including texts and emails, that intimidated or threatened board members, violating Texas Law on Harassment.
- 9. **Count 10: Misrepresentation to a Uniformed Officer**
  - a. **Texas (False Report to a Peace Officer):** Falsely claimed to be the President of the HOA to a uniformed officer, commissioning the officer to exclude members from the November 19, 2024 meeting.
- 10. **Count 11: Commissioning Unauthorized Actions by Law Enforcement**
  - a. **Texas (Abuse of Official Capacity):** Instructed a uniformed officer to enforce illegitimate directives based on false representations, violating the rights of association members and misusing law enforcement resources.

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## Counts Against Defendant Willie Jones

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- 1. **Count 1: Self-Appointment and Misrepresentation of Officer Role**
  - a. **Violation of PCA Bylaws:** Defendant Willie Jones unilaterally assumed the title of "President" without Board approval or a formal vote. According to Article VIII, Section 6 of the PCA bylaws, a vacancy in the office of the President must be filled by Board appointment during a duly noticed meeting with a quorum present.
  - b. **Violation of PCA Bylaws:** Defendant Willie Jones unilaterally assumed the title of " President" without Board appointment.
  - c. **Misrepresentation to External Authorities:** Defendant Willie Jones misrepresented himself as the President of the PCA in official communications, including written correspondence and to Fort Bend County officials. Such misrepresentation of authority to external parties violates the fiduciary duty of loyalty and duty of care set forth in the Texas Business Organizations Code (TBOC), Chapter 21, and Texas Property Code § 209.0051.
  - d. **Texas (Online Impersonation):** Engaged in electronic communication (emails) falsely claiming to be the President of the HOA, intending to harm, defraud, or intimidate.

- e. **Texas (False Report to a Peace Officer):** Misrepresented himself as the President of the HOA to a uniformed officer, instructing the officer to exclude members from the November 19, 2024 meeting.
  - f. **Texas Business Organizations Code (TBOC) Chapter 21:** Violated fiduciary duties by falsely claiming Board authority, creating governance conflicts, and undermining trust in the HOA.
2. **Signed Contracts and Approved Invoices not authorized by the Board.**
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## Counts Against Defendant Michael Ates

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1. **Count 1: Violation of Texas Code – Unauthorized Recording of Oral Communications**
- a. **Violation of Texas Law:** Defendant Michael Ates engaged in the unauthorized recording of private board meetings and conversations without the consent of all parties involved, in violation of Texas law. It prohibits the recording of oral communications unless all parties provide consent.
  - b. **Breach of PCA's Confidentiality Standards:**  
Defendant Michael Ates violated the PCA bylaws, which protect the confidentiality of executive sessions and certain board discussions. These sessions are considered private, and the unauthorized recording of such discussions constitutes a breach of the PCA's governance procedures, designed to maintain privacy in internal matters.
  - c. **Violation of Texas Law – Privacy in Private Organizational Settings:** The PCA is a private, non-profit corporation, and as such, its board meetings—whether open or executive sessions—are considered private and are protected by law. Under Texas law, private entities such as the PCA are entitled to confidentiality in their meetings. Defendant Michael Ates, by recording these private sessions without authorization, violated privacy protections under Texas law and Texas Property Code provisions related to HOA governance.
  - d. **Case Law Precedents:**
    - i. *O'Rourke v. State* (1981): The court upheld the expectation of privacy in informal, private organizational settings like HOA meetings, affirming the protection against unauthorized recordings.
    - ii. *Huffman v. State* (2015): Reaffirmed that unauthorized recordings of private meetings—such as PCA board discussions—violate privacy laws.
    - iii. *Cantu v. State* (1991): Reinforced the privacy expectations for non-public organizational settings, such as board meetings in an HOA.
  - e. **First Amendment Misuse:**



- i. *Dawson v. State* (2003): Clarified that First Amendment protections do not extend to surreptitious recordings in private settings, specifically in non-governmental organizations like the PCA.
    - ii. *Ramos v. State* (2007): Reaffirmed that First Amendment rights do not justify unlawful recording of private communications, including those made during board meetings within an HOA.
  2. **Count 2: Self-Appointment and Misrepresentation of Officer Role**
    - a. **Violation of PCA Bylaws:** Defendant Michael Ates unilaterally assumed the title of "Vice President" without Board approval or a formal vote. According to Article VIII, Section 6 of the PCA bylaws, a vacancy in the office of the Vice President must be filled by Board appointment during a duly noticed meeting with a quorum present.
    - b. **Misrepresentation to External Authorities:** Defendant Michael Ates misrepresented himself as the "Vice President" of the PCA in official communications, including written correspondence and to Fort Bend County officials. Such misrepresentation of authority to external parties violates the fiduciary duty of loyalty and duty of care set forth in the Texas Business Organizations Code (TBOC), Chapter 21, and Texas Property Code § 209.0051.
    - c. **Texas (Online Impersonation):** Engaged in electronic communication (emails) falsely claiming to be the "Vice President" of the HOA, intending to harm, defraud, or intimidate.
    - d. **Texas (False Report to a Peace Officer):** Misrepresented himself as the "Vice President" of the HOA to a uniformed officer, instructing the officer to exclude members from the November 19, 2024 meeting.
    - e. **Texas Business Organizations Code (TBOC) Chapter 21:** Violated fiduciary duties by falsely claiming Board authority, creating governance conflicts, and undermining trust in the HOA.
  3. **Count 3: Misrepresentation to a Uniformed Officer**
    - a. **Texas (False Report to a Peace Officer):** Falsely claimed to be the Vice President of the HOA to a uniformed officer, commissioning the officer to exclude members from the November 19, 2024 meeting.
  4. **Count 4: Called for a Locksmith to change the code on the lock of the Clubhouse Door and told them to bill the PCA. This was action not authorized by the Board.**

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## Counts Against Defendant Patrick Meurer

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### 1. **Count 1: Self-Appointment and Misrepresentation of Officer Role**

- a. **Violation of PCA Bylaws:** Defendant Patrick Meurer unilaterally assumed the title of "Director" without Board appointment. According to Article VIII, Section 6 of the PCA bylaws, a vacancy on the Board must be filled by Board nomination and approval during a duly noticed meeting with a quorum present.
- b. **Misrepresentation to External Authorities:** Defendant Patrick Meurer misrepresented himself as the "Director" of the PCA in official communications, including written correspondence and to Fort Bend County officials. Such misrepresentation of authority to external parties violates the fiduciary duty of loyalty and duty of care set forth in the Texas Business Organizations Code (TBOC), Chapter 21, and Texas Property Code § 209.0051.
- c. **Texas (Online Impersonation):** Engaged in electronic communication (emails) falsely claiming to be the "Director" of the HOA, intending to harm, defraud, or intimidate.
- d. **Texas (False Report to a Peace Officer):** Misrepresented himself as the "Director" of the HOA to a uniformed officer, instructing the officer to exclude members from the November 19, 2024 meeting.
- e. **Texas Business Organizations Code (TBOC) Chapter 21:** Violated fiduciary duties by falsely claiming Board authority, creating governance conflicts, and undermining trust in the HOA.

### 2. **Count 2: Misrepresentation to a Uniformed Officer**

- a. **Texas (False Report to a Peace Officer):** Falsely claimed to be the "Director" of the HOA to a uniformed officer, commissioning the officer to exclude members from the November 19, 2024 meeting.
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## 5. Relief and Prayer

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WHEREFORE, PREMISES CONSIDERED, Plaintiffs request that this Court grant the following relief:

### **Declaratory Judgment:**

1. A declaration that the actions of the Defendants, Defendant Willie A. Jones, Defendant Michael Ates, and Defendant Patrick Meurer, as described in the Plaintiffs' Original Petition, are in violation of the PCA bylaws and Texas Property Code, and that their actions, including unauthorized appointments, financial transactions, and removal of directors, are null and void.
2. A declaration that the Defendants' self-appointment as officers, misrepresentation of authority, and other actions not authorized by the PCA board or membership violate the fiduciary duties owed to the PCA and its members.
3. Defendants, Defendant Willie A. Jones, Defendant Michael Ates, as described in the Plaintiffs' Original Petition, should be immediately removed from the PCA Board.

### **Injunctive Relief:**

1. An injunction prohibiting the Defendants from further engaging in unauthorized actions and mandating compliance with PCA bylaws and Texas Property Code, including the proper election and appointment of officers.
2. An injunction prohibiting Defendant Michael Ates from recording any further PCA board meetings or internal communications without the prior consent of all parties involved and without complying with PCA's confidentiality rules.

### **Management Company Enforcement:**

1. An order that Chaparral Management Company post notice of the judgment and the meeting on the PCA's website and distribute it through email, newsletters, and any other communication channels to ensure wide distribution and transparency.
2. An order for Chaparral Management Company to organize and facilitate a special membership meeting to allow the PCA members to vote on the following resolutions:
  - Filling of Board vacancies according to PCA bylaws.
  - Election of officers.

## **Reimbursement for Financial Losses:**

- 1. Award the PCA damages for financial losses incurred due to unauthorized financial transactions, including unauthorized contracts, payments to vendors, and liabilities resulting from the Defendants' unilateral actions, including but not limited to:**
  - Locksmith charges for changing the code to the access of the Clubhouse, contract awarded to Baker Safe & Lock.
  - Fence construction at Tyler Park, contract awarded to an unidentified contractor.
  - Mulch installation at the Kiddie playground and landscaped areas, contract awarded to Greenthumb.
  - Unauthorized landscaping services, contract awarded to Greenthumb.
  - Any other unknown and unidentified contracts awarded without Board approval.

## **Reimbursement and Direct Payments to Contractors:**

- 1. Order the Defendants to reimburse the PCA for any unauthorized payments made to vendors or contractors as a result of the above-mentioned unauthorized actions.**
- 2. Compel the Defendants to directly pay the contractors for any outstanding balances due under the unauthorized contracts, including but not limited to:**
  - Baker Safe & Lock (for locksmith charges related to the Clubhouse access code change).
  - Greenthumb (for mulch installation, landscaping services at the Kiddie playground, and other unauthorized landscaping work).
  - The unidentified contractor (for fence construction at Tyler Park).
  - Any other contractors involved in unauthorized services and payments.
- 3. Make Defendants jointly and severally liable for the unpaid balances and outstanding amounts owed to these contractors and vendors.**

## **Legal Fees and Court Costs:**

- 1. An award of damages to reimburse the PCA for legal fees and expenses incurred due to the Defendants' actions, including any fees from the management company and attorneys.**
- 2. An award for the Plaintiffs' legal fees and court costs associated with this action, as well as any costs incurred by the Plaintiffs to enforce this judgment, including the costs of further legal actions taken by the management company and prior legal fees to Holt Tollett PC.**

**Enforcement and Compliance:**

1. An order permitting the PCA's legal counsel, in coordination with the management company, to take further legal action if necessary, including but not limited to seeking a writ of enforcement or contempt of court against any Defendant who refuses to comply with this judgment.
2. An order requiring the Defendants to immediately comply with the terms of the Court's judgment, including:
  - a. PCA Lawyers Taking Legal Action for Enforcement.
3. An order that the PCA lawyers take appropriate legal action to enforce the judgment and any associated orders, including requiring the Defendants to pay for the costs associated with any enforcement actions taken, including legal fees, court costs, and any other expenses incurred in the enforcement of the Court's decision.

**Other Relief:**

1. Any other relief that the Court deems just, equitable, and appropriate under the circumstances, including any further orders to facilitate compliance and the lawful operation of the Providence Community Association.

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Respectfully Submitted,

/s/ Karen Blakeman

Plaintiff Karen Blakeman, Pro Se

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/s/ Nadeem Naik

Plaintiff Nadeem Naik, Pro Se

Date January 10, 2025

Consent is given by Plaintiff Karen and Plaintiff Nadeem Naik for notices, pleadings, motions be delivered by email to the following addresses: [kblakeman4ff@gmail.com](mailto:kblakeman4ff@gmail.com), [Nadeemnaik@gmail.com](mailto:Nadeemnaik@gmail.com)

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## List of Attachments

1. **Exhibit A: PCA Bylaws** (Full Document): To support the claims regarding governance procedures, officer roles, and vacancy filling procedures.
  2. **Exhibit B: Texas Property Code § 209.0051 (Relevant Sections)**: To provide legal support for the claims of failure to adhere to the Texas Property Code, particularly in regard to meetings, member participation, and director removals.
  3. **Exhibit C: ‘Board Meeting Minutes’ (November 1, 2024)**: To show the improper meeting held by Defendant Willie Jones and the failure to meet quorum requirements and proper notice.
  4. **Exhibit D: Letter from PCA Attorney, Mr. Tollet to the Board of PCA**: Explaining the challenges and legal implications for the PCA.
  5. **Exhibit E: Letter from the PCA Management Company (Chaparral Management)**: To show communications regarding the management company’s concerns about governance and unilateral actions taken by the Board members.
  6. **Exhibit F: Threats and Intimidations from Defendants Jones and Ates (Emails, Letters, and Other Correspondence)**
  7. **Exhibit G: Unauthorized Financial Transactions**: To substantiate claims regarding unauthorized directives and financial decisions made without Board approval.
  8. **Exhibit H: Legal Correspondence from Plaintiff Nadeem Naik and Plaintiff Karen Blakeman**: To highlight prior legal advice sought by the Plaintiffs and their consistent attempt to ensure the Board's actions comply with the PCA bylaws and Texas Property Code and notices to Defendants
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# Exhibit A

BY-LAWS  
OF  
PROVIDENCE COMMUNITY ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION

The name of the corporation is PROVIDENCE COMMUNITY ASSOCIATION, INC., a Texas Non-Profit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1929 Allen Parkway, Houston, Texas 77019, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to PROVIDENCE COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. "Common Area", if any, shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and commercial reserves excluded from the scope of the Restriction.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.



Section 6. "Developer" shall mean and refer to Sloco, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 7. "Restrictions" shall mean and refer to the Restrictions applicable to PROVIDENCE subdivision, recorded in the Official Public Records of Real Property of Harris County, Texas, and any amendments thereafter or such other restrictions created by additional properties dedicated to the subdivision by the Developer.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Restrictions and Articles of Incorporation.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the 12th day of January, 1982, and subsequent meetings shall be held on the anniversary dates at 8:00 p.m.; if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

Section 3. Notice of Meetings. No written notice will be required for the Annual Meetings of the members. Written notice of each Special Meeting of the members shall be given by the Secretary or person authorized to call the meetings. Notice shall be mailed, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast,

one-tenth of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice of other than an announcement at the meeting until a quorum shall be present or represented.

Section 5. Proxies. At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### ARTICLE IV.

##### BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for terms of two years, and three directors for terms of three years; and at each annual meeting thereafter, the members shall elect directors for terms of two (2) years as may be needed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V.

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual

meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Restrictions. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI.

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;

✓(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation, or the Restrictions;

(d) declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Restrictions,  
to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) to cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) to cause the Common Area, if any, entries to subdivision, and esplanades to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers that the Board, from time to time, by resolution may create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may

require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association

and affix it upon the minutes of the meetings of the Board of Directors and members and upon all other papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes of the Association; keep proper books of account; cause a report of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

### ARTICLE IX

#### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

### ARTICLE X

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, these By-Laws of the Association, and the Restrictions shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

### ARTICLE XI

#### REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Restrictions, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PROVIDENCE COMMUNITY ASSOCIATION, INC.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. While there is Class B membership, any effort by the Board of Directors to mortgage the Common Area or dedicate the Common Area to any public authority must be submitted to the Federal Housing Administration for approval prior to the act.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.



ARTICLE XIV

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

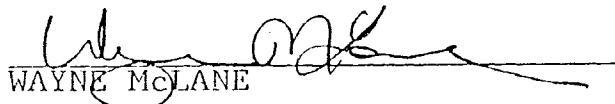
IN WITNESS WHEREOF, we, being all of the directors of the PROVIDENCE COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 17<sup>th</sup> day of November, 1980.

\_\_\_\_\_  
ED MUEHSLER

  
\_\_\_\_\_  
JIM MOORE

  
\_\_\_\_\_  
STEVE GILMORE

  
\_\_\_\_\_  
RICHARD CARLSON

  
\_\_\_\_\_  
WAYNE McLANE

Ret:

Tom Lewis  
7170 Cherry Park Dr #120  
Houston, Tx. 77095

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

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DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

NOV 17 1980

ARTICLES OF INCORPORATION  
OF THE  
PROVIDENCE COMMUNITY ASSOCIATION, INC.

CLERK I G  
Corporation Division

§ § § § § § § § § §

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE I

The name of the corporation is PROVIDENCE COMMUNITY ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Association is organized are: to provide for maintenance, preservation and architectural control of the residential lots and Common Area, if any, with PROVIDENCE, a subdivision in Fort Bend County, Texas, or any other areas created by the dedication of additional property to the said subdivision (herein called the "Property" or "development"), by the Developer and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise the powers and privileges and to perform all of the duties and obligations as set forth in those restrictions applicable to the above described property and recorded in Fort Bend County Deed Records;

(b) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Restrictions, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing such dedication, sale or transfer;

(f) notwithstanding the foregoing, the Board of Directors may from time to time without authorization of the membership, grant or dedicate easements with respect to the Common Area, if any, as may be necessary or convenient to provide or assist in utility service to the Property;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, if any, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class of members; however, upon submission and approval of the FHA and/or VA of a general plan of the entire development of PROVIDENCE, and submittal of each state or section of the development to the FHA and/or VA, the Association will annex such additional stages or sections of PROVIDENCE, by the Board of Directors of the Association without such approval by two-thirds (2/3) of each class of membership:

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have to exercise.

#### ARTICLE V

The street address of the initial registered office of the corporation is 1929 Allen Parkway, and the name of the initial registered agent at such address is Ed Muehsler.

#### ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record as to assessment of the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VII

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
<u>Ed Muesler</u>	1929 Allen Parkway Houston, Texas 77019
<u>Jim Moore</u>	1929 Allen Parkway Houston, Texas 77019
<u>Steve Gilmore</u>	1929 Allen Parkway Houston, Texas 77019

#### ARTICLE VIII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class B members shall be the developer, and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, including duly annexed areas, or

(b) On the 1st day of January, 1990.

#### ARTICLE IX

The affairs of this Association shall be managed by a board of five (5) directors, who need not be members of the Association. The number of directors may be increased by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until selection of their successors are:

<u>Name</u>	<u>Address</u>
<u>Ed Muehsler</u>	1929 Allen Parkway Houston, Texas 77019
<u>Jim Moore</u>	1929 Allen Parkway Houston, Texas 77019
<u>Steve Gilmore</u>	1929 Allen Parkway Houston, Texas 77019
<u>Richard Carlson</u>	1929 Allen Parkway Houston, Texas 77019
<u>Wayne McLane</u>	1929 Allen Parkway Houston, Texas 77019

At the first annual meeting the members shall elect two directors for a term of two years and three directors for terms of three years, and at each annual meeting thereafter the members shall elect directors for terms of two (2) years, as may be needed.

ARTICLE X

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be used for similar purposes.


ARTICLE XI

Amendment of these articles shall require the assent of seventy-five (75%) percent of the entire membership.

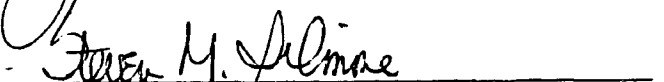
ARTICLE XII

Subject to the provisions of preceeding Article IV, as long as there is a Class B membership, the following act will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, and the dissolution and amendment of these articles, mortgaging of Common Area, if any, and dedication of Common Area, if any.

IN WITNESS HEREOF, we have hereunto set our hands, this 11<sup>th</sup> day of November, 1980.

  
Edwin S. Muehsler

  
James R. Moore

  
Steven M. Gilmore





# Exhibit B

## **Texas Property Code § 209.0051 – Open Board Meetings**

### **(a) Exclusions**

- This section does not apply to a property owners' association subject to Chapter 551, Government Code, as per Section 551.0015, Government Code.

### **(b) Definition of “Board Meeting”**

1. A "board meeting" is defined as a deliberation between a quorum of the voting board of the property owners' association, or between a quorum and another person, where association business is discussed and formal action is taken.
2. It does not include social gatherings where a quorum is present but business is incidental, or gatherings at conventions, ceremonies, or press conferences where no formal action is taken.

### **(c) Open Meeting Requirements**

- Regular and special board meetings must be open to owners, except when the board adjourns to executive session to discuss:
  - Personnel issues
  - Pending or threatened litigation
  - Contract negotiations
  - Enforcement actions
  - Confidential attorney communications
  - Privacy matters involving individual owners
  - Other confidential matters upon request and board agreement
- Following executive session, any decisions must be:
  - Summarized orally in general terms
  - Recorded in the meeting minutes without breaching privacy, privilege, or confidentiality agreements
  - Including a general summary of any expenditures approved in the executive session

#### **(c-1) Location of Board Meetings**

- Unless held electronically or by telephone (as described below), board meetings must be conducted in the county where the subdivision is located or in an adjacent county.

#### **(c-2) Electronic or Telephonic Meetings**

- A board meeting may be held by electronic or telephonic means, provided that:
  1. Each board member can hear and be heard by every other board member.
  2. Except for portions in executive session:
    - All owners in attendance can hear all board members.
    - Owners are allowed to listen in via any electronic or telephonic method that board members use.

3. Meeting notices must include instructions for owners to access the communication method used.

**(d) Meeting Records and Minutes**

- The board must keep a record of each meeting, including approved minutes, and make them available for inspection and copying upon written request to the managing agent or the board.

**(e) Meeting Notice Requirements**

- Members must receive notice of regular or special meetings, with the date, time, location, and general subjects to be discussed (including executive session matters). Notice must be:
  - Mailed no later than 10 days and no earlier than 60 days before the meeting, or
  - Provided at least:
    - 144 hours before a regular board meeting
    - 72 hours before a special board meeting
- Notices must be posted in a visible location on association property or a designated website, and sent by email to members who have registered their email addresses with the association.

**(f) Member Responsibility to Maintain Updated Contact Information**

- Owners are responsible for keeping an updated email address on file with the association to receive notices.

**(g) Recessed Meetings**

- If a regular or special meeting is recessed to the next business day, no additional notice is required if done in good faith. If continued to another day, notice of continuation must be provided within two hours of adjourning the current meeting.

**(h) Action Outside of Meetings**

- The board may take action outside of a meeting without prior notice to owners if:
  - Each board member has an opportunity to express opinions and vote.
  - Actions taken outside of a meeting are summarized in the next meeting's minutes, including an explanation of any approved expenditures.
- Certain actions cannot be taken outside of an open meeting with prior notice to owners, including:
  - Fines or damage assessments
  - Foreclosure actions
  - Enforcement actions (except for emergency health/safety issues)
  - Increases or special assessments
  - Budget amendments or approval
  - Vacancies on the board
  - New capital improvements (other than repairs/replacements)
  - Suspension of owner rights before an opportunity for the owner to present their position
  - Lending/borrowing money

- Real property sales or purchases
- Adoption or amendment of dedicatory instruments
- Election of officers
- Appeal of architectural control denials

**(i) Special Application During Development Period**

- During the development period, this section applies only if a board meeting is held to:
    1. Adopt/amend governing documents (declarations, bylaws, etc.)
    2. Increase regular assessments or impose special assessments
    3. Elect non-developer board members or establish their election process
    4. Alter member voting rights
- 

**Amendments**

- **Effective Dates:** Amended by the Texas Legislature in 2015 and 2021.

# Exhibit C

Minutes from Special Meeting of Providence E-Board  
Friday November 1, 2024 4:49 pm

Willie A. Jones  
Michael Ates  
Ft. Bend County MUD Police Officer Harris

Meeting was called to order by Willie A. Jones at 4:48pm. First order of business, a motion was made by Mr. Jones to remove Nadeem Naik from the executive board because of him missing three (3) consecutive meetings, March, April, May of the year 2024. Motion seconded by Mr. Ates. Motion approved.

It was noted that Mr. Naik has not responded to request to return all PCA material.

Mr. Jones made a motion to appoint Pat Meurer as a new board member. Seconded by Mr. Ates. Call to Mr. Meurer to come to the meeting to accept his position on the board,

Motion made to appoint Mr. Ates to position of Vice-President . Motion passed 2-0.

1. Discussion of status of pool per our last meeting. Weider said "pool is OK" except for additional Buoy for the pool.

It was discussed that Mr. Jones had contacted Ms. Blakeman regarding the return of Providence material and Keys. No Response

2. Discussed getting bids for completion of pool gate work, we will be seeking bids for the critter bars on the fence.
3. As Ms. Blakeman and Mr. Naik were not present, it was motioned by Mr. Jones that we give them 48 hours notice to return materials.
4. Discussion between Police officer Harris and the Board re: Who requested him to attend the meeting?

5. Because Blakeman and Naik no show, motion was made to give each individual 48 hours to turn over PCA materials
6. Mr. Jones noted: We need to complete Pool
7. Mr. Ates mentioned "Rigo Electric", and motion was made by Mr. Jones to eliminate Rigo Electric from future jobs by Mr. Pat Meurer. Motion passed unanimously
8. We will request pool status info from Ft. Bend County
9. Mr. Ates requested that we look at fence bids and to move dirt pile
10. Mr. Jones moved to contact old bids secured by Nadeem and Karen and cancel them,
11. Mr. Meurer motioned to contact all three (3) previous members to immediately return all PCA materials. Seconded by Mr. Ates. Approved unanimously
12. Mr. Jones noted that he will call Valerie Overbeck to set an appointment with Chaparral Management Co.
13. Discussion Re: ATTORNEY
14. Mr. Jones to decide not to pay for Cola and Mr. Faulkner's fences,
15. motion made by Mr. Ates, 2nd Mr. Pat, Approved Unanimously
16. Mr. Jones, he will request Ms. Blakeman resignation as she has greatly violated PCA rules ie: her behavior towards a homeowner in monthly meeting.
17. Motion made to use Mr. Jones estimate from Clement's Fence company to complete repairs on the Tyler Park fence 2<sup>nd</sup> by Mr, Ates. Approved unanimously
18. It was noted that we need a decision on the Budget for year 2025
19. Mr. Jones will call Chaparral to arrange meeting to discuss
20. Motion to adjourn made by Mr. Jones, 2<sup>nd</sup> by Mr. Meurer. Motion approved unanimously.

# Exhibit D





## Providence matter

6 messages

Luke Tollett <ltollett@holttollett.com>

Thu, Dec 5, 2024 at 12:49 PM

To: "kblakeman4ff@gmail.com" <kblakeman4ff@gmail.com>, "wajonz@swbell.net" <wajonz@swbell.net>, "madmike0004@gmail.com" <madmike0004@gmail.com>, "nadeemnaik@gmail.com" <nadeemnaik@gmail.com>

Cc: David Berk <dberk@holttollett.com>, Lindsey Wikency <lwikency@chaparralmanagement.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>

Hi All,

As the managing attorney for legal matters at my firm, I've been following this situation along with David Berk in my office and we have had many discussions about the matter. The analysis contained in the attached .pdf email is correct and comes from Mr. Berk. Mr. Berk has written on this matter and attended a meeting to explain the matter to Mr. Jones and Mr. Ates; Mr. Berk is correct. His opinion was formed in consultation with me. There are currently 4 legitimate directors (Jones, Ates, Naik and Blakeman).

The board appears to be split 2-2, and as a result our firm cannot take direction from or support either side. Further, 2 of those legitimate directors cannot, by themselves, make any business decisions for the Association (as discussed in the attached). It is imperative that the board operate in accordance with applicable law and the governing documents, and it is recommended that the 4 legitimate directors cooperate to do so.

There can be serious negative consequences to the Association if this course of conduct proceeds, there is potential personal liability to the directors purporting to take actions which are contrary to applicable law and the governing documents. Further, the Association entity itself is exposed to serious liability when business matters are not properly approved. In addition, it is a breach of duty to compromise your Association and your community by proceeding in this manner.

Mr. Berk told me that at the meeting he attended, one or more of Mr. Jones and Mr. Ates indicated they had spoken with an attorney about this matter and that attorney supported their position. If that is the case, then that attorney is not familiar with either the facts or with Property Owners Association Law, which is a highly specialized area of law; I would challenge that person to put their opinion in writing or contact our office to discuss. Moreover, I am advising that taking advice on this matter from an attorney not familiar with this area of law is careless and a breach of duty to the Association. If a Director wants to seek a second opinion from an attorney not associated with our law firm, at their own expense, then I would suggest that they reach out to a local attorney who, like me, is Board Certified in Property Owners Association Law; you can search for such an attorney here: <https://www.tbls.org/findlawyer-results>

Our office has represented Providence for 15 years, I grew up in Providence and lived there from 1987 to 1999, it is a wonderful community, and I personally care to see it do well. David and I are happy to work with the 4 directors to reach a resolution and would very much like to do that so the Association can get back to its business and to operating properly. There is no need for things to have proceeded in this manner, there is still time to course-correct. Please let David and me know if we can meet or have a conference call to discuss, however, we would want all 4 of the directors to approve/participate. If this cannot be achieved, then I would advise not to make business decisions until a resolution can take place. Thank you,

Luke P. Tollett

Attorney at Law

*Holt Tollett, P.C.*

9821 Katy Freeway Suite 350

Houston, Texas 77024

Tel: (713) 510-1000

Fax: (713) 510-1001



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[Our office \(a debt collector\) may use your email address to communicate with you \(the consumer\) about the debt. You may opt out of receiving further email communications from our office to this email address by replying with the word "stop" in the subject line.](#)

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If you are pleased with my work, referrals are the best compliment you can give, I appreciate referrals to all your communities and value your business, thank you!

 Lindsey No PCA Board.pdf  
144K

Nadeem Naik <nadeemnaik@gmail.com>

Thu, Dec 5, 2024 at 12:56 PM

To: Luke Tollett <ltollett@holttollett.com>

Cc: "kblakeman4ff@gmail.com" <kblakeman4ff@gmail.com>, "wajonz@swbell.net" <wajonz@swbell.net>, "madmike0004@gmail.com" <madmike0004@gmail.com>, David Berk <dberk@holttollett.com>, Lindsey Wikenczy <lwikenczy@chaparralmanagement.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>

Thank you so much for your guidance and love for our community.

**Nadeem Z. Naik MBA** Realtor

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Please consider the environment before printing this e-mail.

[Quoted text hidden]

Nadeem Naik <nadeemnaik@gmail.com>

Thu, De

To: Willie Jones <wajonz@swbell.net>, Michael Ates <madmike0004@gmail.com>, Karen Blakeman <kblakeman4ff@gmail.com>

Willie and Mike,

I trust both of you have read and understood the gravity of the email from Mr. Tollett.

In the best interest of PCA I demand immediate resignations of both of you.

The consequences of the failure are clear and immediate for both of you.

Nadeem Naik, Director

Providence Community Association

cc:

**David K. Berk PCA Attorney**

**Karen Blakeman Director PCA**

**Telee Horacefield** Chaparral Management Company

**Lindsey Hall-Wikenczy** Chaparral Management Company

**Valery Overbeck** Chaparral Management Company

**Nadeem Z. Naik MBA** Realtor

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On Thu, Dec 5, 2024 at 12:49 PM Luke Tollett <ltollett@holttollett.com> wrote:

[Quoted text hidden]

Nadeem Naik <nadeemnaik@gmail.com>

Fri, Dec 13, 2024 at 2:16 PM

To: "rspencer@fbfk.law" <rspencer@fbfk.law>

FYI

Thank you.

**Nadeem Z. Naik MBA** Realtor

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[Quoted text hidden]

Richard L. Spencer <rspencer@fbfk.law>  
To: Nadeem Naik <nadeemnaik@gmail.com>

Fri, Dec 13, 2024 at 5:01 PM

I've looked at the correspondence with the renegade board members and it does not appear your current attorneys feel they can represent the HOA due to the uncertainty of authority to retain them and give them authority to act. For that same reason I would not be willing to represent the HOA. I feel that any proposed action that we could be involved with would need to be by homeowners/members of the Association at their cost.

Rick

**RICHARD L. SPENCER**  
Attorney / Shareholder



**FERGUSON BRASWELL FRASER KUBASTA PC**  
(713) 403-4200 Office | (713) 403-4201 Fax  
(713) 403-4224 Direct | (832) 628-8988 Cell  
3200 Southwest Freeway, Suite 3200  
Houston, Texas 77027  
rspencer@fbfk.law  
www.fbkf.law



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**From:** Nadeem Naik <nadeemnaik@gmail.com>  
**Sent:** Friday, December 13, 2024 2:17 PM  
**To:** Richard L. Spencer <rspencer@fbfk.law>  
**Subject:** Fwd: Providence matter



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender nadeemnaik@gmail.com

[Quoted text hidden]

Nadeem Naik <nadeemnaik@gmail.com>  
To: "Richard L. Spencer" <rspencer@fbfk.law>

Fri, Dec 13, 2024 at 5:43 PM

Thank you.

**Nadeem Z. Naik MBA** Realtor

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[Quoted text hidden]

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**2 attachments**

 **image001.png**  
12K

 **image002.jpg**  
4K  
Texas Board of Legal Specialization  
PROPERTY OWNERS ASSOCIATION LAW

# Exhibit E

Lindsey Wikency

Nov 8, 2024, 5:04 PM (8 days ago)

to Nadeem, me, Willie, Michael, Telee, Valerie

Good afternoon, Providence Board of Directors,

Over the past week, members of the Providence Board have reached out to Chaparral and have requested a meeting. While trying to schedule a meeting to discuss the recent events and operations of the Board, some alarming matters have been brought to our attention. Many events occurred while not being compliant with the Association's Governing Documents as well as Texas Property Code.

Please review the following events that occurred:

1. **The meeting of November 1, 2024, did not constitute a valid meeting of Providence Community Association, Inc.'s board of directors at which Association business could be conducted.**

**A: The meeting of November 1, 2024, was not properly noticed to the Association's homeowners.**

Section 209.0051(c) of the Texas Property Code requires that all regular and special property owners' association board meetings be open to owners. (During the course of an open meeting, property owners' association boards have the right to adjourn such meetings into executive session to discuss certain confidential items.) Texas Property Code Section 209.0051(e) requires that "members shall be given notice of the date, hour, place, and general subject matter of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session." The Texas Property Code mandates specific methods by which property owners' associations may provide this notice and a timeline for providing notice.

Providence Community Association, Inc., did not provide the Association's homeowners notice of the November 1, 2024, meeting. Therefore, this meeting did not constitute a valid meeting of the Association's board of directors at which business could be conducted. No decisions made at the November 1, 2024, are effective.

**B: A quorum of directors was not present at the November 1, 2024, meeting.**

Article VI, Section 3 of the By-Laws of Providence Community Association, Inc., requires a quorum of "a majority of the number of directors" for meetings of the Association's board of directors. If a quorum is achieved, then a simple majority of that quorum is required to act for the Association. ("Every act or decision done or made by a majority of the directors present **at a duly held meeting at which a quorum is present** shall be regarded as the act of the Board.")

As of November 1, 2024, the Association's board of directors consisted of four directors. Three directors constitute a majority of a four-director board. Therefore, to achieve quorum at a November 1, 2024, meeting of the Association's board of directors, at least three directors must have been present.

It is our understanding, only two directors attended the November 1, 2024, meeting of the Association's board of directors. Therefore, a quorum of directors was not achieved, and a meeting could not properly be held. Because a quorum was not achieved, no business could be conducted at the November 1, 2024, meeting.

2. **The November 1, 2024, meeting did not effectively appoint Association officers or fill the vacancy created by Paul Weider's resignation.**

Section 209.0051(h) of the Texas Property Code requires fifteen specific areas of property owners' association business be conducted only in open and properly noticed board meetings. Section 209.0051(h)(13) of the Texas Property Code requires that any vacancy on a property owners' association board of directors be filled only in an open and properly-noticed meeting of the board of directors. Similarly, Section 209.0051(h)(15) of the Texas Property Code requires that property owners' association officers be elected only in an open and properly-noticed meeting of the board of directors.

Providence Community Association, Inc., is permitted to elect officers and fill director vacancies only in open and properly-noticed board meetings. The Association did not properly notice the November 1, 2024, meeting. Moreover, a quorum of directors was not present at the November 1, 2024, meeting. As a result, no board meeting was actually held on November 1, 2024. Therefore, the November 1, 2024, meeting could not elect officers or fill vacancies on the Association's board of directors.

3. **The November 1, 2024 meeting did not effectively declare Nadeem Naik's board seat vacant.**

The Texas Property Code allows property owners' associations to conduct some association business outside of open and properly-noticed board meetings. However, the Property Code imposes strict notice and participation requirements for conducting such business. As noted above, Section 209.0051(h) prohibits conducting certain specific types of business outside of an open and properly-noticed meeting. Section 209.0051(h) of the Texas Property Code allows a property owners' association board of directors to conduct all other areas of Association business outside of open and properly noticed meetings. However, a board may take action outside of a meeting on those permitted areas of association business only "if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote."

Providence Community Association, Inc., did not afford Director Naik or Director Blakeman a reasonable opportunity to express their opinion at the November 1, 2024, meeting, as to the decision to declare Naik's seat as vacated by reason of absence. Further, the Association did not allow Director Naik or Director Blakeman the opportunity to vote on whether to declare Director Naik's seat vacant due to absence. Therefore, Providence Community Association, Inc., did not satisfy the requirements for conducting business outside of an open and properly noticed meeting. As a result, the vote to declare Director Naik's seat vacant is not effective.

4. **Providence Community Association, Inc.'s board of directors cannot remove directors from the board, and the vote to remove Blakeman is therefore ineffective.**

The By-Laws of Providence Community Association, Inc., outline how sitting directors may be removed from the board. (I address the issue of declaring a vacancy in the board, above.) Article IV, Section 3 of the Bylaws states that "any director may be removed from the Board, with or without cause, by a majority vote **of the members of the Association.**" This is the only method for removing directors, for reasons except absence, outlined in the Association's governing documents.

Providence Community Association, Inc.'s board of directors does not have the authority to remove a director from the board of directors. The Association's board can, in some circumstances, declare a seat vacant. Otherwise, only the Association's homeowners have the right to remove a director from the board of directors. Therefore, the vote to remove Director Blakeman from the board of directors is not effective.

Please note, the provisions for removing officers outlined in Article VIII, Section 5 of the Bylaws, do not apply to removing directors. Article VIII addresses Association officers; it is Article IV of the Bylaws that governs directors. Article VIII, Section 5 of the Bylaws governs the board of removing "any officer" from the board, whereas Article IV, Section 3 governs removing directors. Officers are those offices to which the board elects directors: president, vice president, and secretary. Removing a director from their officer position does not remove that director from the board. That power is not available to the Association's board of directors.

In conclusion, the board of directors for Providence Community Association, Inc., currently consists of directors Director Jones, Director Ates, Director Naik, and Director Blakeman. A purported board consisting of Jones, Ates, and Muerer cannot conduct business or make decisions on the Association's behalf. Jones and Ates are two of the four directors currently serving on the board. Muerer is not a director at all. Providence Community Association, Inc., cannot act except through its validly constituted board of directors (i.e., Jones, Ates, Naik, and Blakeman). Any Association acts approved or decided without the lawful and proper participation/opportunity to participate of the directors are invalid and could potentially expose Providence Community Association, Inc., to liability.

So long as Director Naik and Director Blakeman remain on the Association's board of directors, any acts Jones and Ates take unilaterally without the input or involvement of Director Naik and Director Blakeman are *ultra vires* acts and Jones and Ates are likely not shielded from personal liability for the results of such acts. To the extent Naik and Blakeman are excluded from Providence Community Association, Inc.'s board, these directors may have personal causes of action against the Association. However, as this management company does not represent any director in their individual capacity, we cannot further address these issues of personal liability or potential causes of action.

In closing, it would be prudent of the board to come together and work in harmony for the betterment of the Association.

Should the Board still wish to have a meeting with Valerie Overbeck and myself, we would be happy to meet with you at our office, located at 6630 Cypresswood Dr., Spring, TX 77379. This would be the legally installed board of Willie Jones, Nadim Naik, Karen Blakeman, and Michael Ates. We will need at least the confirmation from the majority of the board of their attendance.

**Lindsey Hall-Wikenczy, CMCA, AMS**

Director of Community Management

Chaparral Management Company | 6630 Cypresswood Dr, Suite 100 | Spring, TX 77379

Tel: [\(281\) 537-0957](tel:(281)537-0957)

Web: [www.chaparralmanagement.com](http://www.chaparralmanagement.com) | Email: [lwikenczy@chaparralmanagement.com](mailto:lwikenczy@chaparralmanagement.com)

**Would you like to have visibility to your Chaparral account & the ability to communicate with your management team directly? Register today on the NEW Homeowner Portal: <https://portal.chaparralmanagement.com/Home/Login>**

-

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Reference B

*(See Attachment 2)*

---

Reference C

**madmike0004**

Wed, Oct 23,  
5:16 AM

to me, Willie, Nadeem, Telee

For the record,I have minutes of EVERY MEETING ON AUDIO AND VIDEO.And TELLEE IS NOT INCUDED IN THIS SPECIAL MEETING.THIS IS A BOARD ONLY MEETING.ALSO KAREN.U DO NOT HAVE ANY POWERS TO MAKE DECISIONS WITHOUT BOARD CONSENT.I SUGGEST U CONSULT A LAWYER,AS.U COULD POSSIBLY BE CHARGED ASSAULT.

UR BEHAVIOR DURING WAS VIEWED BY EVRRY HOMEOWNER IN THAT MEETING.

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

Reference D





Pat Meurer

Oct 30, 2024,  
12:13 PM

to pweider, me, lwikency, wajonz, madmike0004

To: Providence HOA Board & Chaparral Management:

This is to initially inform you as to likely criminal activity afflicted by a Providence Board Member (Karen Blakeman) on a homeowner at the PCA Monthly Meeting held on the evening of October 21, 2024 at the Providence Clubhouse Meeting Room at 9114 Woodleigh Dr, Houston, TX 77083, at approximately 8:45 to 9:00 pm. After consultation with an attorney, the following NOTICE is hereby clearly conveyed as initial path forward, prior to formal charges:

During the Meeting on October 21, and in apparent response to my legitimate and pre-supplied homeowner's questions, said Board Member (Karen Blakeman) stood up from behind the Board table, came around into the homeowner (member) attendees audience, and threatened bodily harm to me (Pat Meurer), a homeowner and MD Anderson cancer patient. Be advised that I am aware that the Board has full audio (and maybe video) record of such unprovoked, incompetent, uncalled for, and illegal activity against a homeowner .....homeowners that the Board supposedly serves, and works for.

Meeting Leaders (Board President Paul Weider and Chaparral Mgnt Rep. Telee Horacefield did absolutely nothing to stop or terminate such rogue activity by Board Member Blakeman, displaying total negligence and, additionally, total loss of management control of the meeting. Indeed, another homeowner (an unknown male) eventually stood up from the audience and quickly moved to physically position himself between the standing Ms. Blakeman and her "verbal bully antics" as well as threats of bodily harm against the still sitting Mr. Pat Meurer. That unknown homeowner eventually helped escort Ms. Blakeman back behind the Board table back to her seat.

As such and accordingly, I hereby hold the corporations of *Providence Community Association (PCA)* and *Chaparral Management*, as liable.....and individuals Karen Blakeman, Paul Weider, and Telee Horacefield personally liable for such despicable activity during a supposedly professional business meeting.....as witnessed by approximately 15 to 20 homeowners and Board Members.....and, again, as audio-recorded and possibly video-recorded. I hereby request that all video records, audio records, meeting attendee records, and any other pertinent and applicable meeting documents be held for availability to legal prosecution and for any/all eventual subpoena purposes if/as eventually required.

As a minimum, I demand from the Board:

1. An abject and sincere direct verbal apology to me from Karen Blakeman
2. The resignation of Board President Paul Weider
3. The immediate removal of Ms. Blakeman from the PCA Board for "conduct unbecoming" as well as violations of the PCA By-Laws and Articles of Covenant of the Providence Community Association, as on file in the Fort Bend County Clerk's Office
4. The immediate removal of Telee Horacefield as Management Company Representative

Only upon completion of the above 4 elements will reconsideration of the impending involvement of formal legal charges and activities be realized as a possibility

You have 2 weeks (until November 13) to respond before formal legal action commences.

Sincerely,

Pat Meurer

# Exhibit F

December 16, 2024

To: Karen Blackman  
Nadeem Naik

Effective this day, December 16, 2024

Be advised. This is no longer **BUSINESS**, this is **PERSONAL** now. Do take this as a threat. This is a promise. I am tired of the propaganda coming from the two (2) of you. The next piece of mail from either of you will result in criminal charges for whom ever sent the E-mail. I intend to prosecute you to the fullest extent of the law. Harassment is against the law. I intend to see you locked up. Whether you two (2) abide by this notice or not is your choice, but if you think that I am talking to hear my self talk, **TRY ME**

Willie A. Jones  
[wajonz@swbell.net](mailto:wajonz@swbell.net)  
512.497.2153

**ATTACHMENT C 2b**



**madmike0004 <madmike0004@gmail.com>**

**Wed, Oct 23, 5:16 AM**

**to me, Willie, Nadeem, Telee**

**For the record,I have minutes of EVERY MEETING ON AUDIO AND VIDEO.And TELLEE IS NOT INCUDED IN THIS SPECIAL MEETING.THIS IS A BOARD ONLY MEETING.ALSO KAREN.U DO NOT HAVE ANY POWERS TO MAKE DECISIONS WITHOUT BOARD CONSENT.I SUGGEST U CONSULT A LAWYER,AS.U COULD POSSIBLY BE CHARGED ASSAULT.**

**UR BEHAVIOR DURING WAS VIEWED BY EVRRY HOMEOWNER IN THAT MEETING.**

**Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone**



**madmike0004 <madmike0004@gmail.com>**

**Wed, Oct 23, 5:22 AM**

**to me, Willie, Nadeem, Telee**

**As secretary, It is my job, not, not Telles, to record and furnish those minutes, WHEN NEEDED.**

**Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone**

From: **Pat Meurer** <pjmhouston@aol.com>  
Date: Wed, Oct 30, 2024 at 12:13 PM  
Subject: Notice of Potential Criminal Lawsuit  
To: <pweider@comcast.net>, <kblakeman4ff@gmail.com>,  
<lwikenczy@chaparralmanagement.com>  
Cc: <wajonz@swbell.net>, <madmike0004@gmail.com>

To: Providence HOA Board & Chaparral Management:

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As such and accordingly, I hereby hold the corporations of *Providence Community Association (PCA)* and *Chaparral Management*, as liable.....and individuals Karen Blakeman, Paul Weider, and Telee Horacefield personally liable for such despicable activity during a supposedly professional business meeting.....as witnessed by approximately 15 to 20 homeowners and Board Members.....and, again, as audio-recorded and possibly video-recorded. I hereby request that all video records, audio records, meeting attendee records, and any other pertinent and applicable

meeting documents be held for availability to legal prosecution and for any/all eventual subpoena purposes if/as eventually required.

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1. An abject and sincere direct verbal apology to me from Karen Blakeman
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3. The immediate removal of Ms. Blakeman from the PCA Board for "conduct unbecoming" as well as violations of the PCA By-Laws and Articles of Covenant of the Providence Community Association, as on file in the Fort Bend County Clerk's Office
4. The immediate removal of Telee Horacefield as Management Company Representative

Only upon completion of the above 4 elements will reconsideration of the impending involvement of formal legal charges and activities be realized as a possibility

You have 2 weeks (until November 13) to respond before formal legal action commences.

Sincerely,

Pat Meurer



Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

---

**Water shutoff**

4 messages

**Willie Jones** <wajonz@swbell.net>

Sat, Jan 4, 2025 at 11:21 AM

To: Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

Cc: "Patrick (Pat) Meurer" &lt;pjmhouston@aol.com&gt;, Michael Ates &lt;madmike0004@gmail.com&gt;, Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Willie Jones &lt;wajonz@swbell.net&gt;

Nadeem, you are no longer a member of the PCA Board of Directors. Your interference is disrupting business at the clubhouse. Laverne has the clubhouse rented today and you were not smart enough to check to see if it was rented before you took it upon your self to have the water shut off. Your interference with association business is going to help you face Criminal Trespassing charges. It seems that the only thing that is going to stop you and your BS, is to have the Ft. Bend County Sheriff's department Detectives pay you a visit. This I don't mind doing. I have tried being respectful towards you, but now it's on. Put your nose where it does not belong again, and you will feel the Wrath of the President. By the way **this is not a threat, this is a promise.**

**Willie A. Jones**[wajonz@swbell.net](mailto:wajonz@swbell.net)**512.497.2153**

---

**Nadeem Naik** <nadeemnaik@gmail.com>

Sat, Jan 4, 2025 at 12:42 PM

To: Willie Jones &lt;wajonz@swbell.net&gt;

Cc: Michael Ates &lt;madmike0004@gmail.com&gt;, Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;, Lindsey Wikenczy &lt;lwikenczy@chaparralmanagement.com&gt;, Valerie Overbeck &lt;voverbeck@chaparralmanagement.com&gt;, David Berk &lt;dberk@holttollett.com&gt;, Luke Tollett &lt;ltollett@holttollett.com&gt;

Willie,

You are again being asked to cease and desist inclusion of a homeowner not on the board with the business of the PCA.

Thank you.

Nadeem Naik, Director

Providence Community Association

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Please consider the environment before printing this e-mail.

[Quoted text hidden]

---

**David Berk** <dberk@holttollett.com>

Mon, Jan 6, 2025 at 4:16 PM

To: Nadeem Naik &lt;nadeemnaik@gmail.com&gt;



Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

---

**Electrical work at pool**

4 messages

**Nadeem Naik** <nadeemnaik@gmail.com>

Tue, Jan 7, 2025 at 8:45 PM

To: Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Michael Ates &lt;madmike0004@gmail.com&gt;, Willie Jones &lt;wajonz@swbell.net&gt;

Cc: Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;

All,

To request bids for electrical work at the pool, the attached form will be distributed.

Thank you.

**Nadeem Z. Naik** MBA Realtor

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**Quote Request - Electrical.docx**

5K

**Willie Jones** <wajonz@swbell.net>

Wed, Jan 8, 2025 at 11:35 AM

To: Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

Cc: Michael Ates &lt;madmike0004@gmail.com&gt;, "Patrick (Pat) Meurer" &lt;pjmhouston@aol.com&gt;, Willie Jones &lt;wajonz@swbell.net&gt;

Nadeem, as I have quoted to you before, You are no longer a board member, **DO YOU NOT UNDERSTAND THAT YOU ARE NOT A BOARD MEMBER, YOUR TERM HAS EXPIRED, AFTER YOUR DISMISSAL PER THE BYLAWS?** This is your last warning, Keep your nose out of PCA business. It's kind of strange how now you want to try and fix what you had the opportunity to do when you were in office and failed to do so. If you want to do something, figure out what you want to do with your pile of waste you had dumped in our parking lot. If this is not handled in a timely matter, you will be personally billed for the removal and clean up.

Thank you,

Willie A. Jones, President PCA

[wajonz@swbell.net](mailto:wajonz@swbell.net)

512.497.2153

[Quoted text hidden]

**Quote Request - Electrical.docx**

5K

**Nadeem Naik** <nadeemnaik@gmail.com>

Wed, Jan 8, 2025 at 12:59 PM

To: Willie Jones &lt;wajonz@swbell.net&gt;



Cc: Michael Ates <madmike0004@gmail.com>, Karen Blakeman <kblakeman4ff@gmail.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Lindsey Wikenczy <lwikenczy@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>, David Berk <dberk@holttollett.com>

Willie,

You have failed to provide any written opinion from a Texas HOA Board certified attorney as per Mr. Tollett's guidance for your assertions.

For the nth time, I have explained it to you, but I cannot make you understand.

Nadeem Naik, Director

Providence Community Association

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Please consider the environment before printing this e-mail.

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**Nadeem Naik** <nadeemnaik@gmail.com>  
To: Telee Horacefield <thoracefield@chaparralmanagement.com>

Wed, Jan 8, 2025 at 1:05 PM

Telee,

Please confirm if the county inspector document requires that all of this be rectified.

Thank you.

**Nadeem Z. Naik MBA** Realtor

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[Quoted text hidden]

# Exhibit G



Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

**Subject: Urgent: Overlapping Landscaping Contracts and Unauthorized Actions**

3 messages

Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

Thu, Jan 9, 2025 at 1:20 PM

To: Michael Ates &lt;madmike0004@gmail.com&gt;, Willie Jones &lt;wajonz@swbell.net&gt;

Cc: Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;, Lindsey Wikenczy &lt;lwikenczy@chaparralmanagement.com&gt;, Valerie Overbeck &lt;voverbeck@chaparralmanagement.com&gt;, David Berk &lt;dberk@holttollett.com&gt;, Luke Tollett &lt;ltollett@holttollett.com&gt;

Willie &amp; Mike,

It has come to our attention that there is an overlap in landscaping services being provided to the PCA, with existing contractor Grotech and illegally contracted Greenthumb (Pedro) performing the same work on our PCA property.

This raises significant concerns, as it suggests that Greenthumb may have been awarded an additional contract by Mike and Willie without proper Board approval.

**This constitutes a clear violation of the PCA's bylaws and fiduciary duties, as all financial decisions and contracts must be authorized by the full Board in accordance with Article IX, Section 1 of our bylaws and as previously guided by Mr. Tollett.**

As a result, we are facing potential financial losses due to the unnecessary duplication of services and mismanagement of resources, which could have been more effectively utilized. **This also represents a breach of fiduciary responsibility by Willie and Mike, as they are required to act in the best interests of the PCA and its members.**

\*\*\*\*

**Willie and Mike, you must immediately cease and desist from any further payments or agreements with GreenThumb or any other unauthorized vendors.**

\*\*\*\*

Chaparral Management is also notified of this situation, as it pertains to illegal conduct. No invoices should be added to the strongroom without prior Board approval, which includes solicitation of three competitive bids before awarding any contracts, as per our governance records.

This matter requires urgent attention to prevent further financial harm to the PCA and to ensure compliance with our bylaws and fiduciary duties.

Please take notice and act accordingly.

If you have any questions regarding this notice and the implications, please contact Mr. Tollett at Tel: (713) 510-1000 or a Texas Board Certified HOA attorney with a written opinion contradicting the above.

Nadeem Naik, Director

Providence Community Association  
Nadeem Naik, Director

Providence Community Association

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---

David Berk <dberk@holttollett.com>

Thu, Jan 9, 2025 at 5:40 PM

To: Nadeem Naik <nadeemnaik@gmail.com>, Michael Ates <madmike0004@gmail.com>, Willie Jones <wajonz@swbell.net>  
Cc: Karen Blakeman <kblakeman4ff@gmail.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Lindsey Wikenczy <lwikenczy@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>, Luke Tollett <ltollett@holttollett.com>

Good afternoon, all.

I wish to briefly address HoltTollett, P.C.'s role in this ongoing dispute.

As Luke Tollett and I have previously explained, there is no more that HoltTollett, P.C., can do to assist Providence Community Association at this time. Our client, as you know, is Providence Community Association, a Texas nonprofit corporation. The corporation is governed by a board of directors, which makes decisions for the corporation by majority vote. As a matter of law, Providence Community Association's board currently consists of four directors. These four directors are now divided into two groups of two directors each. There appears to be no commonality between these two groups. Therefore, there is no way for Providence Community Association, Inc.'s board of directors to achieve a majority vote. As a result, there is no means by which the Association's board can lawfully make decisions or direct us to perform legal work. Because the Association cannot direct us to perform work, we cannot currently offer any services to the Association. We do not and cannot represent any Providence Community Association member in their personal capacity; our firm solely represents property owners' associations, not individuals.

I know I speak for Luke as well when I say we sincerely wish we could help more. Providence has been a good and longstanding client, and I have personally enjoyed working for this community. I hope that if and when this matter is resolved, we can once again assist Providence. Moreover, our offer to work with all four directors to resolve this situation of course remains open, if a quorum of the board can agree. Beyond this, there is nothing more we can do to assist the community at this time, and I wish you all the very best of luck.

**David K. Berk**

**Attorney**



9821 Katy Freeway Suite 350  
Houston, Texas 77024  
Tel: (713) 510-1000  
Fax: (713) 510-1001

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[Quoted text hidden]

---

Nadeem Naik <nadeemnaik@gmail.com>

Thu, Jan 9, 2025 at 7:10 PM

To: David Berk <dberk@holttolleth.com>

Cc: Michael Ates <madmike0004@gmail.com>, Willie Jones <wajonz@swbell.net>, Karen Blakeman <kblakeman4ff@gmail.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Lindsey Wikency <lwikency@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>, Luke Tollett <ltollett@holttolleth.com>

Hello David,

Thank you for your continued support, guidance and clarity through these difficult times.

Karen and I have previously twice sought a Board agreement to have your firm take the matter to a small claim court and unfortunately both opportunities were denied by Willie and Mike. A misfortune of PCA.

I will continue to keep your firm notified to protect PCA from financial and governance irregularities so there are no surprises for your firm, PCA and management company. And I have continued to remind Willie & Mike of either agreeing with the opinion & guidance of Mr. Tollett or yourself or in the alternative provide a written opinion from a Texas Board certified HOA attorney.

---

Willie & Mike, please take notice, heed, cease and desist. The window to resolve this matter is limited before it becomes open and public to members and others.

---

David, thank you again.

**Nadeem Z. Naik MBA** Realtor

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**Notice of Standstill and Demand for Compliance with Texas Law and PCA Governing Documents.**

2 messages

Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

Sun, Dec

To: Willie Jones &lt;wajonz@swbell.net&gt;, Michael Ates &lt;madmike0004@gmail.com&gt;, Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;, Iwikencyz@chaparralmanagement.com&gt;, Valerie Overbeck &lt;voverbeck@chaparralmanagement.com&gt;, David Berk &lt;dberk@holttollett.com&gt;, Luke Tollett &lt;ltollett@holttollett.com&gt;

**To:** PCA Board of Directors, Chaparral Management, and All Vendors**Date:** 12/15/2024**PLEASE TAKE NOTICE****Notice of Standstill and Demand for Compliance with Texas Law and PCA Governing Documents**

As per the legal opinion provided by Mr. Tollett on December 5, 2024:

*"The board appears to be split 2-2, and as a result, our firm cannot take direction from or support either side. Further, 2 of those legitin cannot, by themselves, make any business decisions for the Association (as discussed in the attached). It is imperative that the board op accordance with applicable law and the governing documents, and it is recommended that the 4 legitimate directors cooperate to do so.*

**Standstill Enacted:**

As of October 22, 2024, a standstill has been enacted within the Providence Community Association (PCA). This means that no further act decisions are permitted unless formally approved by a majority of the four legitimate directors: Karen, Nadeem, Willie, and Mike. The foll are included in this directive:

1. **Modifications to Security or Access Controls:** Any changes to lock codes, security systems, or other similar access points.
2. **Financial Transactions:** Unauthorized accounting entries, payments, or the issuance/management of PCA credit or debit cards.
3. **Governance Actions:** Any decisions impacting the daily operations of PCA without the proper approval of the board majority.

**Immediate Compliance Required:**

The following actions must be immediately enforced to protect PCA's operations:

- **Status Quo Enforcement:** Cease all activities that affect PCA's governance or daily operations unless explicitly authorized by the legitimate directors.
- **Prohibited Actions:**
  - Unauthorized modifications to lock codes or security access.
  - Unauthorized entries, changes, or payments in PCA's accounting system.
  - Issuance or use of PCA credit/debit cards without board approval.
  - Any other unauthorized actions that could affect PCA's finances or operations.

**Corrective Actions:**

- **Vendor Notification:** Any actions taken without the board's authorization must be corrected. Vendors are to be informed in writ actions are invalid.
- **Invoice and Payment Corrections:** Any invoices or financial entries processed without the proper approval must be reversed a from PCA's accounting system as illegitimate.
- Chaparral Management Company to confirm in writing to the board the vendor notifications and invoice payments and correction: of business day December 20, 2024.

**Legal Consequences:**

Failure to comply with this notice and adhere to the Texas Property Code, PCA's governing documents, and applicable Texas laws will rest following:

- **Invalidation of Unauthorized Actions:** Any unauthorized actions will be considered invalid, and corrective actions will be tak
- **Personal Liability:** Directors and officers owe fiduciary duties of care and loyalty to PCA under Texas Property Code Section 82.1 to comply with these duties may expose individuals to personal liability.
- **Fraudulent Use of Official Documents:** If fraudulent actions or misrepresentation occurred (e.g., impersonation or submissic documents), Texas Penal Code Section 32.21 on fraudulent use of official documents may apply.

This notice is issued to protect the integrity and lawful operations of PCA, ensuring that all actions comply with the law and the associatio documents. Immediate adherence is required to avoid legal scrutiny and further complications.

**NOTICE:**

Failure to adhere to this notice and comply with the Texas Property Code and PCA's governing documents will expose responsible parties consequences, including invalidation of unauthorized actions and potential personal liability.

If you have any questions regarding this notice and the implications, please contact Mr. Tollett at Tel: (713) 510-1000

Nadeem Naik, Director  
Providence Community Association

cc:

**David K. Berk PCA Attorney**

**Karen Blakeman Director PCA**

**Telee Horacefield** Chaparral Management Company

**Lindsey Hall-Wikency** Chaparral Management Company

**Valery Overbeck** Chaparral Management Company

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---

**Karen Blakeman** <kblakeman4ff@gmail.com>

To: Nadeem Naik <nadeemnaik@gmail.com>

Cc: Telee Horacefield <thoracefield@chaparralmanagement.com>, Lindsey Wikency <lwikency@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>, David Berk <dberk@holttollett.com>, Luke Tollett <ltollett@holttollett.com>

Mon, Dec 16, 2024 at 1:01 PM

Telee,

I am taking the "Standstill" referred to by our attorney as meaning that :

- no additional Directors can be added to the payment process
- No new contracts can be signed
- No payments except on existing contracts can be approved.

Please let me know if I understand this correctly.

Karen Blakeman, PCA Treasurer

[Quoted text hidden]

**Subject: Notification of Unilateral Actions and Unauthorized Expenditures by Willie and Mike.**

1 message

Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

Wed, De

To: Karen Blakeman <kblakeman4ff@gmail.com>, Willie Jones <wajonz@swbell.net>, Michael Ates <madmike0004@gmail.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Valency@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>, dberk@holtollett.com

Dear Telee,

I am writing to address serious concerns regarding recent unilateral actions and unapproved expenditures by Willie and Mike.

Specifically, it has come to our attention that Willie and Mike have undertaken actions without proper board authorization, as constituted 22, 2024 which include issuing instructions for payments and other financial commitments that contravene the Association's bylaws.

**Instructions to the Chaparral Management Company:****1. Do Not Process Payments:**

Please immediately suspend payments to any vendors related to these unauthorized actions unless specifically approved by a formal resolution.

**2. Vendor Notifications:**

Any vendors who have submitted invoices for work or services based on these unauthorized actions by Willie and Mike must be notified that their invoices lack official board approval and therefore will not be paid by the PCA.

**Notification to Willie and Mike:**

Willie and Mike are hereby informed that these actions are illegal and outside the scope of their authority as board members. These individuals acting without the collective approval of the PCA Board, and they are personally responsible for any liabilities arising from these actions. Their decisions to unilaterally engage in financial commitments on behalf of the Association expose them to potential personal financial and legal responsibilities.

**Vendor Communication:**

Vendors should be informed in writing that any contracts or agreements entered into without formal board approval are not binding upon the Association. Any inquiries or disputes from vendors should be directed to the Association Attorney David Berk for further clarification.

**Next Steps:**

We request that the management company:

- Provide a list of any recent requests for payments made or invoices submitted without prior board approval.
- Reaffirm its adherence to processing financial transactions only with explicit board authorization.
- Confirm that all vendors who have submitted their invoices for any work without board approval have been duly notified.

Please confirm receipt of this communication and provide a status update on the requested actions at your earliest convenience.

Nadeem Naik, Director

Providence Community Association

cc:

**David K. Berk PCA Attorney****Karen Blakeman Director PCA****Telee Horacefield** Chaparral Management Company**Lindsey Hall-Wikenczy** Chaparral Management Company**Valery Overbeck** Chaparral Management Company*Nadeem Z. Naik* MBA Realtor

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Please consider the environment before printing this e-mail.



RE: Debit cards



**Telee Horacefield**

Nov 21, 2024, 2:17 PM (8 days ago)

to Willie, Michael, me, nadeemnaik@gmail.com

Willie,

Your first request for a debit card was received in November of this year. Corporate Accounting handles all these requests, which I sent them the information at time of your request. This does take longer than a personal card as they are mailed to our corporate office from the bank and corporate mails them to our office.

You can email me the receipts for your out of pocket expenses and I can enter the reimbursement request.

Please let me know if you have any questions or need assistance with anything else.

Thank you,

Telee

**From:** Willie Jones <[wajonz@swbell.net](mailto:wajonz@swbell.net)>

**Sent:** Tuesday, November 19, 2024 9:42 AM

**To:** Telee Horacefield <[thoracefield@chaparralmanagement.com](mailto:thoracefield@chaparralmanagement.com)>

**Cc:** Michael Ates <[madmike0004@gmail.com](mailto:madmike0004@gmail.com)>; Patrick (Pat) Meurer <[pjmhouston@aol.com](mailto:pjmhouston@aol.com)>; Willie Jones <[wajonz@swbell.net](mailto:wajonz@swbell.net)>

**Subject:** Debit cards

Good morning Telee,

I have been an official board member since January of this year (2024). along with Michael Ates, and I am wondering why you are not processing my order for debit cards. If you have already done this please accept my apology and advise either way .Also, I have a couple of receipts that I need to turn in for reimbursement , what is the procedure for this? As always feel free to contact me at any time.

Willie A. Jones

[wajonz@swbell.net](mailto:wajonz@swbell.net)

512.497.2153

**ATTACHMENT G 3g**



**Business Owner**  
**Pedro Villalobos**  
 16915 Watering Oaks Ln.  
 Houston TX, 77083  
 Cell: (832) 914-9753

**INVOICE**

Invoice # 1224P

Date: 12/5/24

Name: Mr. Willies (Providence community Assoc)

Address: 9114 Woodleigh Drive

City: Houston TX 77083

Phone: \_\_\_\_\_

NUMBER OF TRIPS	MONTH	SERVICE	AMOUNT
	<u>12/5/24</u>	<u>One time</u>	<u>\$4,200.00</u>

SERVICE	DESCRIPTION	PRICE	LINE TOTAL
	REGULAR SERVICE WEEKLY ____ BI-WEEKLY ____		
	FULL SERVICE YEAR-ROUND ____		
A	Mow, Edge grass/weed-eat (front and rear)		
B	Weed and de-grass flower and plant beds		
C	Ant extermination outside the house		
D	Trim and Shape shrubs (as needed) & ground cover		
E	Fertilizing Lawn, Prune crepe myrtle		
F	Plumbing		
G	Clean gutters		
H	Re-mulch (as needed)		
I	Fences and door galvanize steel frame		
J	Sodding		
K	Pressure washer wall, patios, driveways		
L	Tree trimming or removal		

SUBTOTAL	
SALES TAX	
TOTAL \$	<u>4,200.00</u>

Four thousand & two hundred dollars

Make all Checks payable to: Pedro Villalobos

**THANK YOU FOR YOUR BUSINESS**

*Mr. Willies we finished putting forty yards of Kiddie cushion mulch.  
 I approve payment of \$4200 to Pedro Villalobos for mulching at playground at Providence*

Copy

## LANDSCAPING MAINTENANCE & SERVICES AGREEMENT For Calendar Years 2025 and 2026

This contract is an Agreement between Green Thumb Services, hereinafter referred to as the "Contractor," and Providence Community Association (or HOA), hereinafter referred to as the "Owner." Contractor and Owner hereby promise and agree to the following: The Contractor agrees to provide the services detailed in the following document. The Owner agrees to timely pay the invoice for proper and legitimate Work per the requirements of this Agreement.

### PURCHASER (OWNER)

Providence Community Association (PCA) or Home Owners Association (HOA)  
9114 Woodleigh Drive, Houston, TX 77083  
ATTN: Mr. Willie Jones – Providence HOA Owner's Representative  
Cell Phone: 512-497-2153 Home Phone: 281-561-8115  
e-mail: wajonz@swbell.net

### CONTRACTOR

Green Thumb Services  
16915 Watering Oaks Lane, Houston, TX 77083  
ATTN: Pedro Villalobos – Service Manager  
Office Phone: (281) 494-9825  
Cell Phone: (832) 914-9753  
Fax: (281) 494-0492

### LOCATION OF THE WORK

Providence Subdivision  
9114 Woodleigh Drive, Houston, Texas 77083 (see attached Map on page 5)

### GENERAL SCOPE OF THE WORK AND DESCRIPTION OF EXISTING FACILITIES

In summary, the areas for landscaping maintenance include (see Map on page 5):

- 1) **Clubhouse Area** (Clubhouse, Pool, Tennis Courts, & Playground)
- 2) **Standbridge Park**
- 3) **Main Entrances** (2 ea.)
- 4) **Cul-de-Sacs** (6 ea.)

### ARTICLES OF AGREEMENT

I. **Period of Maintenance & Service Agreement:** Contractor shall perform landscaping maintenance and services on the Providence areas in accordance with the terms and conditions of this Agreement for a period of two (2) years (from January 01, 2025 through December 31, 2026).

II. **Lump Sum Contract Scope & Price**

The Lump Sum Price (including Sales Tax) = **\$ 1,900.00 per month**  
(\$475 per week or \$22,800 per Year)

**BAKER'S SAFE & LOCK CO., INC**

5612 FONDREN RD  
HOUSTON TX 77036

**Texas State License  
B12924**

**Invoice**

Date	Invoice #
11/6/2024	179433

OFFICE: 713-780-7026      FAX: 713-780-7654

<b>Bill To</b>
Providence Community Association, Inc. c/o Chaprral Management 7170 Cherry Park Dr. Houston, TX 77095

<b>Service Address</b>
9114 Woodleigh Dr Houston, TX 77083

P.O. No.	Terms	Due Date	Rep
	Net 30	12/6/2024	Asa

Description	Qty	Rate	Amount
EMERGENCY SERVICE CALL	1	127.50	127.50T
EMERGENCY LABOR	1	168.75	168.75T
Battery was disconnected, which is causing the DL 2700 to not work once I reconnected the battery and reset the combination it secures and unlocks set new master and user code gave to Michael  Michael Ates			

	<b>Subtotal</b>	\$296.25
	<b>Sales Tax (8.25%)</b>	\$24.44
	<b>Total</b>	\$320.69
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$320.69

- \* **No Returns after 30 Days or on Special Orders**
- \* **Returns Subject to Restocking Fee**
- \* **No Returns on Electrical Items**
- \* **No Returns on Code Cut Keys**

**TEXAS STATE LICENSE  
B12924**

**Visit our Website:  
[www.Bakers.net](http://www.Bakers.net)**



Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

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## Playground Mulch

7 messages

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**Telee Horacefield** <thoracefield@chaparralmanagement.com>

Wed, Dec 18, 2024 at 2:29 PM

To: Willie Jones &lt;wajonz@swbell.net&gt;, "nadeemnaik@gmail.com" &lt;nadeemnaik@gmail.com&gt;, Michael Ates &lt;madmike0004@gmail.com&gt;, Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;

Board,

I know you all are not in agreement that this work authorized legally, however, I would like to point out that having Kiddie Mulch on your playground at a certain thickness it is required by law.

I am asking for the Board to vote to approve the payment of this invoice because it was necessary to have.

Can I please get a vote to approve?

Thank you,

Telee

**Telee Horacefield, CMCA, AMS**

Community Manager

Chaparral Management Company | 6630 Cypresswood Dr, Suite 100 | Spring, TX 77379

Tel: (281) 537-0957 ext 1058

Direct: (281)-586-1714

Web: [www.chaparralmanagement.com](http://www.chaparralmanagement.com) | Email: [thoracefield@chaparralmanagement.com](mailto:thoracefield@chaparralmanagement.com)

*Would you like to have visibility to your Chaparral account & the ability to communicate with your management team directly? Register today on the NEW Homeowner Portal: <https://portal.chaparralmanagement.com/Home/Login>*

-

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complying with the notice requirements of Texas Property Code Sec. 209.0051 (board meetings), Code Sec. 209.00593 (solicitation of candidates) and/or to receive notice of Association news. The Association will not share your e-mail with any third party or use for any purpose other than Association business.



*Please consider the environment before printing this email.*



**Screenshot\_20241216\_110408\_Gallery.jpg**  
1303K

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**Nadeem Naik** <nadeemnaik@gmail.com>

Wed, Dec 18, 2024 at 2:47 PM

To: Telee Horacefield <thoracefield@chaparralmanagement.com>

Cc: Willie Jones <wajonz@swbell.net>, Michael Ates <madmike0004@gmail.com>, Karen Blakeman <kblakeman4ff@gmail.com>

Telee,

Kindly provide the supporting documents, including the invoice and request from approving directors.

Thank you.

**Nadeem Z. Naik MBA** Realtor

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**Telee Horacefield** <thoracefield@chaparralmanagement.com>

Wed, Dec 18, 2024 at 3:37 PM

To: Nadeem Naik <nadeemnaik@gmail.com>

Cc: Willie Jones <wajonz@swbell.net>, Michael Ates <madmike0004@gmail.com>, Karen Blakeman <kblakeman4ff@gmail.com>

A picture of the invoice was attached, attaching again. The invoice is all I have.

[Quoted text hidden]



Screenshot\_20241216\_110408\_Gallery.jpg  
1303K

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**Karen Blakeman** <kblakeman4ff@gmail.com> Wed, Dec 18, 2024 at 3:56 PM  
To: Telee Horacefield <thoracefield@chaparralmanagement.com>  
Cc: Nadeem Naik <nadeemnaik@gmail.com>, Willie Jones <wajonz@swbell.net>, Michael Ates <madmike0004@gmail.com>

I would like to have a certificate form the mulch manufacturer.

Thank you,  
Karen

[Quoted text hidden]

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**madmike0004** <madmike0004@gmail.com> Wed, Dec 18, 2024 at 4:07 PM  
To: Telee Horacefield <thoracefield@chaparralmanagement.com>, Nadeem Naik <nadeemnaik@gmail.com>  
Cc: Willie Jones <wajonz@swbell.net>, Karen Blakeman <kblakeman4ff@gmail.com>

I of course, vote to approve work which has been done.How cruel and unethical it is to deny compensation for work done.

Sent via the Samsung Galaxy S24 Ultra, an AT&T 5G smartphone

[Quoted text hidden]

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**Karen Blakeman** <kblakeman4ff@gmail.com> Wed, Dec 18, 2024 at 10:08 PM  
To: madmike0004 <madmike0004@gmail.com>  
Cc: Telee Horacefield <thoracefield@chaparralmanagement.com>, Nadeem Naik <nadeemnaik@gmail.com>, Willie Jones <wajonz@swbell.net>


All,  
I have several problems with this invoice (a clearer copy is attached.):

1. The Board did not approve the work. It is indeed cruel and unethical to ask a contractor to do work for which you have no authority to approve or ability to pay.
2. I am the Director responsible for Parks & Playground. I was not asked if I thought it was time to replace the mulch. I was not even informed. And, unless it was very low, I would have recommended it in early spring - after winter winds and before the nice weather attracts kids and parents. There is no way to ascertain now if it was actually too low.
3. The bidding process that we had started did not get followed. We had created that a specification of what we expected would be written by us and approved by all, then sent out for bids. I have not seen even a simple document with quantity, dimensions, material, finish, and code requirements (ie ASTM F1292-22 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment),documentation assuring that all work meets the specification, warranty, time to complete and payment. In other words "Mr Willies we finished putting forty yards of Kiddie cushion mulch." does not provide certainty.

All that said, the PCA might get some benefit from the work done, if the assurances can be provided.

Karen Blakeman, PCA Treasurer

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1059K

Nadeem Naik <nadeemnaik@gmail.com>

Thu, Dec 19, 2024 at 11:02 AM

To: Karen Blakeman <kblakeman4ff@gmail.com>

Cc: madmike0004 <madmike0004@gmail.com>, Telee Horacefield <thoracefield@chaparralmanagement.com>, Willie Jones <wajonz@swbell.net>

All,

This invoice in question, was forwarded by directors acting outside of proper Board procedures.

As volunteers with fiduciary responsibility to the Providence Community Association (PCA), our foremost obligation is to protect the association's financial health and uphold its governance standards, ensuring decisions bring value to the community and comply with applicable laws and governing documents.

**Texas law and PCA's bylaws require a standstill on actions that lack prior agreement and formal board approval.** This ensures all decisions are made transparently and align with our fiduciary duties.

In this instance, as Karen has already pointed out, the work:

- Was without the required **three competitive bids**, raising concerns about compliance with best practices.
- Relates to work that may not meet **compliance standards** or may not be **necessary at this time**.

Therefore, the payment of this invoice sets a **precedent for supporting actions that do not adhere to proper governance**, potentially jeopardizing the association both financially and procedurally.

There is no compelling reason to jeopardize PCA's financial position or to set a precedent that undermines the association's integrity.

Finally, it is important to note that the director(s) who acted unilaterally without prior proper Board authorization were aware before their actions that they bear **personal responsibility** for acts that are not approved by the board.

**For these reasons, I will not approve this work or the invoice.**

If you have any questions, please contact Mr. Tollett at [Tel: \(713\) 510-1000](tel:7135101000)

Thanks



# Exhibit H



Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

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**Special Board meeting.**

5 messages

**Nadeem Naik** <nadeemnaik@gmail.com>

Thu, Dec 26, 2024 at 9:57 AM

To: Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;, Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Michael Ates &lt;madmike0004@gmail.com&gt;, Willie Jones &lt;wajonz@swbell.net&gt;

Telee,

Kindly distribute the Zoom notice of the Special Board Meeting Notice on Monday, 30, 2024 at 7:00 PM: for the following agenda items,:

1. Notice that unilateral actions of Directors Willie Jones and Mike Ates regarding park mulching, and construction of the fence on Tyler Park were not approved by the Board and therefore illegal per Texas Property Code.
2. PCA Board Director Willie Jones as assuming the office of President and Mike Ates as assuming the office of Vice President and restricting Board members and homeowners from the open meeting session on November 18, 2024, and personal threats from Director Willie Jones.
3. To authorize PCA attorney Holt Tollett, to take the dispute of PCA Board matters to the Justice of the Peace, Fort Bend County, Texas for the above 2 items.

Nadeem Naik Director PCA

Karen Blakeman Director PCA

**Nadeem Z. Naik** MBA Realtor

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**Karen Blakeman** <kblakeman4ff@gmail.com>

Thu, Dec 26, 2024 at 10:31 AM

To: Nadeem Naik &lt;nadeemnaik@gmail.com&gt;

Cc: Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;, Michael Ates &lt;madmike0004@gmail.com&gt;, Willie Jones &lt;wajonz@swbell.net&gt;

2nd

[Quoted text hidden]

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**Nadeem Naik** <nadeemnaik@gmail.com>

Thu, Dec 26, 2024 at 12:00 PM

To: Lindsey Wikenczy &lt;lwikenczy@chaparralmanagement.com&gt;, Valerie Overbeck &lt;voverbeck@chaparralmanagement.com&gt;

Cc: Karen Blakeman &lt;kblakeman4ff@gmail.com&gt;, Telee Horacefield &lt;thoracefield@chaparralmanagement.com&gt;

Dear Lindsey &amp; Valerie,

I am forwarding the notice of Monday's meeting and since we are on holiday schedule I want to make sure that this time of the essence notice goes out to all the homeowners.

Thank you so much in advance and wishing you a happy new year.

**Nadeem Z. Naik** MBA Realtor

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**Telee Horacefield** <[thoracefield@chaparralmanagement.com](mailto:thoracefield@chaparralmanagement.com)>

Thu, Dec 26, 2024 at 1:05 PM

To: Nadeem Naik <[nadeemnaik@gmail.com](mailto:nadeemnaik@gmail.com)>, Lindsey Wikenczy <[lwikenczy@chaparralmanagement.com](mailto:lwikenczy@chaparralmanagement.com)>, Valerie Overbeck <[voverbeck@chaparralmanagement.com](mailto:voverbeck@chaparralmanagement.com)>

Cc: Karen Blakeman <[kblakeman4ff@gmail.com](mailto:kblakeman4ff@gmail.com)>, Willie Jones <[wajonz@swbell.net](mailto:wajonz@swbell.net)>, Michael Ates <[madmike0004@gmail.com](mailto:madmike0004@gmail.com)>

Nadeem,

As previously explained, according to your Bylaws a Special Meeting of Members can be called by majority vote of the Board of Directors. I see that you made the motion and Karen seconded, but I will need a 3<sup>rd</sup> from either Willie or Mike to have the majority to hold the meeting.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the 12<sup>th</sup> day of January, 1982, and subsequent meetings shall be held on the anniversary dates at 8:00 p.m.; if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

If you are wanting to hold a Special Meeting of Directors, per your Bylaws, that can take place when requested by two Board members. This meeting is not noticed to membership, and they are not attending.

## ARTICLE VI.

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Until I have at least the vote of 3, I cannot notice a Special Meeting of Members.

Please let me know if you have any further questions.

Thank you,

Telee

[Quoted text hidden]

---

Nadeem Naik <nadeemnaik@gmail.com>

Thu, Dec 26, 2024 at 2:56 PM

To: Telee Horacefield <thoracefield@chaparralmanagement.com>

Cc: Lindsey Wikenczy <lwikenczy@chaparralmanagement.com>, Valerie Overbeck <voverbeck@chaparralmanagement.com>, Karen Blakeman <kblakeman4ff@gmail.com>, Willie Jones <wajonz@swbell.net>, Michael Ates <madmike0004@gmail.com>, Luke Tollett <ltollett@holttollett.com>

Telee,

1. Karen and I have requested the Special meeting of the board.
2. As you have correctly noted the PCA Bylaws require a minimum of two board members which is the case now, and it meets the requirements. However, for the requirement of a number of board members, the Texas Property Code is silent, therefore the PCA Bylaws hold.
3. For all meetings including members and the board meetings the Texas Property code demands notifications to all home owners therefore the Texas Property code holds in this instance.
4. Please note I have included Mr. Tollett in this email.

Kindly review the following from the Texas Property code and advise.

**Sec. 209.0051(c) Regular and special board meetings must be open to owners,** subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract

negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board.

Following an

executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Sec. 209.0051(d) The board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners' association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the board.

Sec. 209.0051(e) Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

- (1) mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or
- (2) provided at least 144 hours before the start of a regular board meeting and at least 72 hours before the start of a special board meeting by:

Thank you.

**Nadeem Z. Naik** MBA Realtor

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