

# WESTBANK HOMEOWNERS ASSOCIATION, INC.

Monthly Meeting of the Board of Directors

March 21, 2011

1. Establish a Quorum
2. Approval of Minutes
3. Treasurer's Report
4. Security Report
5. Community Awareness Report
6. Old Business
7. New Business
8. Homeowner Input
9. Adjournment of Meeting



**NEIGHBORHOOD WATCH REPORT** – Mrs. Alleman reviewed the Neighborhood Watch Report statistics for November and December 2010. According to the Sheriff's Department it was a rather quiet period, however Mrs. Alleman advised that the final details for December were not available yet however the number of burglaries to residences and vehicles in Carriage Lane is a concern. She provided background details on some of the calls, including the locations of some burglaries. The 3 contract deputies in Carriage Lane advised Mrs. Alleman that January 2011 has been busy with reports of burglaries. There was a lengthy discussion regarding the increased number of burglaries in Carriage Lane. The Board has posted a notice on the community sign for residents to keep homes and vehicles locked. There was an explanation of community emergency announcement system.

Mrs. Alleman advised she would have the total figures for 2010 at the Annual Meeting, and she will also have a graph indicating totals in Carriage Lane for various call types from 2005 through 2010.

**COMMUNITY REPORT** - Mr. Druffel advised that the holiday Craft Day was attended by about 50 – 60 people. The kids had fun making crafts and Christmas ornaments. They also enjoyed baking activities and had holiday music, and everyone appreciated the cupcakes which were donated for decorating. It was a worthwhile activity for family fun.

**NEW BUSINESS / HOMEOWNER INPUT** - Mrs. Alleman advised that Annual Meeting would be held February 21<sup>st</sup>. A homeowner asked if the Board had any power to have a homeowner do a better check on whom they rent their homes to. Mr. Garth advised that the HOA has absolutely no control of this, however a homeowner could check with Synergy Management and see if there are any complaints on record regarding certain renters. Some people keep moving to different homes within the same neighborhood. He also advised that it is the homeowner, not the renter, who receives notices on deed restriction violations.

There was a discussion on possible options to start a neighborhood trash service. Mr. Garth explained that a questionnaire on this topic had been mailed with the annual fee invoice however there were just over 100 responses received. The purpose of the questionnaire was to gauge the residents' interest in a neighborhood trash service.

**2011 BUDGET** - Mr. Garth explained the proposed 2011 Budget which was included in the packets available at this evening's meeting. He explained how he and the Board arrive at the figures shown, and explained various items in the proposed budget in detail. The Budget will be presented for approval at the Annual Meeting.

**There being no further business, Mr. Phillips moved that the Meeting be adjourned. The motion was seconded by Ms. Hurlbut and passed with all in favor. The Meeting was adjourned at 8:50 p.m.**

---

Secretary

**WESTBANK HOMEOWNERS ASSOCIATION**  
**Executive Session**  
**January 17, 2011**

Following the regular monthly meeting, the Board of Directors held a brief Executive Session, which was called to order at 9:05 p.m.

Mr. Phillips asked Mr. Garth to confirm that there was a line item in the accounts showing \$15,000 for Reserve. Mr. Garth advised that all money is in one account. There was a discussion regarding how much money to put towards paying down the loans, and whether to put the funds towards both or only one of the loans. Mr. Garth explained the terms of the balloon loans. He suggested the Board put \$34,000 towards the larger loan and then review the cash situation around July to see how the Board is doing with bills and expenses. At that time the Board could decide to pay an additional \$2000 per month on the loan.

After some discussion the Board agreed to pay \$34,000 on the loan now and re-assess the status in July.

There was a discussion about getting a video surveillance system to see who is going in and out of Carriage Lane. Mr. Garth has been trying to find a system which gives a picture of the driver but so far has not found one.

There was a discussion of the leaks and cracks in the pool. There will be some work done to prevent overflows at the pool. There was also a short discussion on cleaning the pool and putting in a new filtration system.

There was a discussion regarding Synergy Management having on-site office hours in Carriage Lane on Wednesdays. The Board agreed to continue these hours until the end of January and decide whether or not to continue this.

(9:30 PM)

# Westbank Homeowners Association, Inc.

## Profit & Loss Budget vs. Actual

January 2011

|                                     | Jan 11           | Budget           | \$ Over Budget   | % of Income   |
|-------------------------------------|------------------|------------------|------------------|---------------|
| <b>2011 MFEE INCOME</b>             | 29,366.00        | 29,366.00        | 0.00             | 0.0%          |
| <b>OTHER INCOME</b>                 |                  |                  |                  |               |
| Deed Restriction Fines              | 0.00             | 0.00             | 0.00             | 0.0%          |
| Service Fee - 3 Payment Option      | 64.00            | 75.00            | -11.00           | -0.03%        |
| MUD Cont. Deputy Income             | 11,991.00        | 11,991.00        | 0.00             | 0.0%          |
| Interest on Money Market            | 46.29            | 41.00            | 5.29             | 0.01%         |
| Pool Guest Fees                     | 0.00             | 0.00             | 0.00             | 0.0%          |
| Coke Machine                        | 0.00             | 0.00             | 0.00             | 0.0%          |
| Mgmt Collection Fees                | 125.00           | 0.00             | 125.00           | 100.0%        |
| Atty Collection Fees                | 0.00             | 0.00             | 0.00             | 0.0%          |
| Mgmt Deed Rstn Fees                 | 40.00            |                  |                  |               |
| Atty Deed Rstn Fees                 | 0.00             | 0.00             | 0.00             | 0.0%          |
| Penalty & Int Income                | 0.00             | 540.00           | -540.00          | -1.28%        |
| Mowing Income                       | 200.00           | 0.00             | 200.00           | 100.0%        |
| Clubhouse Rental                    | 350.00           | 166.00           | 184.00           | 0.44%         |
| <b>Total OTHER INCOME</b>           | <u>12,816.29</u> | <u>12,813.00</u> | <u>3.29</u>      | <u>0.01%</u>  |
| <b>Total Income</b>                 | 42,182.29        | 42,179.00        | 3.29             | 0.01%         |
| <b>Expense</b>                      |                  |                  |                  |               |
| <b>ADMINISTRATIVE EXPENSE</b>       |                  |                  |                  |               |
| Coke Machine                        | 0.00             | 0.00             | 0.00             | 0.0%          |
| Sterling OLD Loan Interest          | 625.00           | 483.00           | 142.00           | 0.34%         |
| Sterling NEW Loan Interest          | 542.00           | 458.00           | 84.00            | 0.2%          |
| Annual Meeting                      | 0.00             | 0.00             | 0.00             | 0.0%          |
| Bad Debt                            | 1,676.27         | 1,666.00         | 10.27            | 0.02%         |
| Bank Service Charge                 | 78.57            | 42.00            | 36.57            | 0.09%         |
| Board Meeting Expense               | 0.00             | 100.00           | -100.00          | -0.24%        |
| Postage                             | 5.54             | 583.00           | -577.46          | -1.37%        |
| Donations                           | 0.00             | 250.00           | -250.00          | -0.59%        |
| Newsletter Expense                  | 0.00             | 0.00             | 0.00             | 0.0%          |
| Office Supplies                     | 92.19            | 8.00             | 84.19            | 0.2%          |
| <b>Total ADMINISTRATIVE EXPENSE</b> | <u>3,019.57</u>  | <u>3,590.00</u>  | <u>-570.43</u>   | <u>-1.35%</u> |
| <b>Community Improvements</b>       |                  |                  |                  |               |
| Events, Projects & Improvements     | 583.28           | 1,666.00         | -1,082.72        | -2.57%        |
| <b>Total Community Improvements</b> | <u>583.28</u>    | <u>1,666.00</u>  | <u>-1,082.72</u> | <u>-2.57%</u> |
| <b>CONTRACT SERVICES</b>            |                  |                  |                  |               |
| Exterminating                       | 193.76           | 100.00           | 93.76            | 0.22%         |
| Patrol Services                     | 15,988.00        | 15,988.00        | 0.00             | 0.0%          |
| Patrol Services - Overtime          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Patrol Services - Equipment         | 0.00             | 250.00           | -250.00          | -0.59%        |
| Pool Contract Management            | 640.00           | 668.00           | -28.00           | -0.07%        |
| Association Management              | 3,400.00         | 3,570.00         | -170.00          | -0.4%         |

# Westbank Homeowners Association, Inc.

## Profit & Loss Budget vs. Actual

January 2011

|   | Jan 11           | Budget           | \$ Over Budget | % of Income   |
|---|------------------|------------------|----------------|---------------|
| Mosquito Fogging                          | 0.00             | 0.00             | 0.00           | 0.0%          |
| <b>Total CONTRACT SERVICES</b>            | <b>20,221.76</b> | <b>20,576.00</b> | <b>-354.24</b> | <b>-0.84%</b> |
| <b>DEED RESTRICTION ENFORCEMENT</b>       |                  |                  |                |               |
| Force Mows                                | 200.00           | 0.00             | 200.00         | 100.0%        |
| <b>Total DEED RESTRICTION ENFORCEMENT</b> | <b>200.00</b>    | <b>0.00</b>      | <b>200.00</b>  | <b>100.0%</b> |
| <b>MAINTENANCE EXPENSE</b>                |                  |                  |                |               |
| <b>Groundskeeping Mgmt</b>                |                  |                  |                |               |
| Landscaping Contract                      | 2,100.00         | 2,200.00         | -100.00        | -0.24%        |
| Misc. Grounds Maintenance                 | 0.00             | 208.00           | -208.00        | -0.49%        |
| Shrubbery                                 | 0.00             | 83.00            | -83.00         | -0.2%         |
| <b>Total Groundskeeping Mgmt</b>          | <b>2,100.00</b>  | <b>2,491.00</b>  | <b>-391.00</b> | <b>-0.93%</b> |
| Curb Numbering                            | 0.00             | 0.00             | 0.00           | 0.0%          |
| Tennis Court                              | 0.00             | 0.00             | 0.00           | 0.0%          |
| Sprinkler System                          | 380.00           | 292.00           | 88.00          | 0.21%         |
| Recreation Center                         | 0.00             | 208.00           | -208.00        | -0.49%        |
| Clubhouse                                 | 59.22            | 125.00           | -65.78         | -0.16%        |
| <b>Total MAINTENANCE EXPENSE</b>          | <b>2,539.22</b>  | <b>3,116.00</b>  | <b>-576.78</b> | <b>-1.37%</b> |
| <b>POOL EXPENSES</b>                      |                  |                  |                |               |
| Pool Pump Repair                          | 0.00             | 208.00           | -208.00        | -0.49%        |
| Pool Repairs                              | 650.00           | 167.00           | 483.00         | 1.15%         |
| Swimming Identification                   | 0.00             | 0.00             | 0.00           | 0.0%          |
| Pool Expenses                             | 0.00             | 0.00             | 0.00           | 0.0%          |
| Pool Chemicals                            | 0.00             | 0.00             | 0.00           | 0.0%          |
| Pool Supplies/Equipment                   | 0.00             | 0.00             | 0.00           | 0.0%          |
| <b>Total POOL EXPENSES</b>                | <b>650.00</b>    | <b>375.00</b>    | <b>275.00</b>  | <b>0.65%</b>  |
| <b>PROFESSIONAL EXPENSES</b>              |                  |                  |                |               |
| <b>Attorney Collection Fees</b>           |                  |                  |                |               |
| Court Costs                               | 0.00             | 0.00             | 0.00           | 0.0%          |
| Title Searches                            | 0.00             | 0.00             | 0.00           | 0.0%          |
| Atty Deed Restriction Fee                 | 0.00             | 0.00             | 0.00           | 0.0%          |
| Corporate Legal Fees                      | 0.00             | 0.00             | 0.00           | 0.0%          |
| Atty Collection Fee                       | 0.00             | 0.00             | 0.00           | 0.0%          |
| <b>Total Attorney Collection Fees</b>     | <b>0.00</b>      | <b>0.00</b>      | <b>0.00</b>    | <b>0.0%</b>   |
| <b>Management Collection Fees</b>         |                  |                  |                |               |
| 3 Payment Option Service Fees             | 80.00            | 75.00            | 5.00           | 0.01%         |
| Forced Mow Admin Trip Chgs                | 0.00             | 0.00             | 0.00           | 0.0%          |
| NSF Check Service Fees                    | 0.00             | 150.00           | -150.00        | -0.36%        |
| Collection Fees                           | 275.00           | 0.00             | 275.00         | 100.0%        |
| <b>Total Management Collection Fees</b>   | <b>355.00</b>    | <b>225.00</b>    | <b>130.00</b>  | <b>0.31%</b>  |

# Westbank Homeowners Association, Inc.

## Profit & Loss Budget vs. Actual

January 2011

|                                    | <u>Jan 11</u>          | <u>Budget</u>          | <u>\$ Over Budget</u>  | <u>% of Income</u>  |
|------------------------------------|------------------------|------------------------|------------------------|---------------------|
| Audit - Tax Preparation            | 0.00                   | 0.00                   | 0.00                   | 0.0%                |
| Dues & Subscriptions               | 75.00                  | 350.00                 | -275.00                | -0.65%              |
| <b>Total PROFESSIONAL EXPENSES</b> | <u>430.00</u>          | <u>575.00</u>          | <u>-145.00</u>         | <u>-0.34%</u>       |
| <b>TAX &amp; INSURANCE</b>         |                        |                        |                        |                     |
| D & O Insurance                    | 333.00                 | 333.00                 | 0.00                   | 0.0%                |
| TCP & Umbrella Insurance           | 1,875.00               | 1,875.00               | 0.00                   | 0.0%                |
| Uninsured Auto Insurance           | 20.00                  | 20.00                  | 0.00                   | 0.0%                |
| Fidelity Bond                      | 29.00                  | 29.00                  | 0.00                   | 0.0%                |
| Property Tax                       | 0.00                   | 30.00                  | -30.00                 | -0.07%              |
| <b>Total TAX &amp; INSURANCE</b>   | <u>2,257.00</u>        | <u>2,287.00</u>        | <u>-30.00</u>          | <u>-0.07%</u>       |
| <b>UTILITIES</b>                   |                        |                        |                        |                     |
| Elec. Street Lights                | 4,733.57               | 6,250.00               | -1,516.43              | -3.6%               |
| Elec. Rec Center                   | 1,563.19               | 1,250.00               | 313.19                 | 0.74%               |
| Elec. Sprinklers                   | 14.66                  | 25.00                  | -10.34                 | -0.03%              |
| Water - Rec. Center/Pool           | 306.80                 | 415.00                 | -108.20                | -0.26%              |
| Water - Sprinkler                  | 611.40                 | 625.00                 | -13.60                 | -0.03%              |
| Telephone                          | 169.04                 | 250.00                 | -80.96                 | -0.19%              |
| <b>Total UTILITIES</b>             | <u>7,398.66</u>        | <u>8,815.00</u>        | <u>-1,416.34</u>       | <u>-3.36%</u>       |
| <b>Total Expense</b>               | <u>37,299.49</u>       | <u>41,000.00</u>       | <u>-3,700.51</u>       | <u>-8.77%</u>       |
| <b>Net Income</b>                  | <u><u>4,882.80</u></u> | <u><u>1,179.00</u></u> | <u><u>3,703.80</u></u> | <u><u>8.78%</u></u> |



Westbank Homeowners Association, Inc.  
**Balance Sheet**  
As of January 31, 2011

Jan 31, 11

**ASSETS**

**Current Assets**

**Checking/Savings**

**Sterling Sweep Account**

Operating Funds

304,237.39

Reserve Funds

15,000.00

**Total Sterling Sweep Account**

319,237.39

Sterling Operating

206.44

Southwest Bank of Texas

392.08

Petty Cash

250.00

**Total Checking/Savings**

320,085.91

**Accounts Receivable**

**Accounts Receivable**

A/R 1990's

9,185.54

A/R 2000

A/R MAINTENANCE FEES 2000

282.99

Force mows 2000

210.00

Interest

79.98

Legal/Collection

1,426.69

PrePaid Legal

934.00

Returned Checks

259.39

Synergy Collection Fee

378.06

**Total A/R 2000**

3,571.11

**Maintenance Fees 2001**

Force Mow 2001

395.00

Interest on Outstanding M. Fees

577.02

Maintenance Fees 2001 - Other

1,051.10

**Total Maintenance Fees 2001**

2,023.12

**Maintenance Fees 2002**

2002 Attorney & Mgmt Col. Fees

1,085.00

Maintenance Fees 2002 - Other

654.17

**Total Maintenance Fees 2002**

1,739.17

**Maintenance Fees 2003**

2003 Forecd Mows & Admin Chgs

5.00

2003 Penalty & Interest

50.00

Maintenance Fees 2003 - Other

1,652.82

**Total Maintenance Fees 2003**

1,707.82

**Maintenance Fees 2004**

2004 Forced Mows

274.00

2004 Attorney Fees

1,997.32

2004 Synergy Collection Fees

419.20

Maintenance Fees 2004 - Other

2,479.74

**Total Maintenance Fees 2004**

5,170.26

**Maintenance Fees 2005**

2005 NSF Checks

30.00

2005 Attorney Fees

1,062.67

2005 Synergy Collection Fees

1,262.10

Maintenance Fees 2005 - Other

1,935.51

**Total Maintenance Fees 2005**

4,290.28

Westbank Homeowners Association, Inc.  
**Balance Sheet**  
As of January 31, 2011

|                                    | <u>Jan 31, 11</u> |
|------------------------------------|-------------------|
| <b>Maintenance Fees 2006</b>       |                   |
| Force Mows                         | 280.00            |
| 2006 NSF Checks                    | 1,358.00          |
| 2006 Interest                      | 130.00            |
| 2006 Attorney Fees                 | 3,014.35          |
| 2006 Synergy Collection Fees       | 1,272.00          |
| Maintenance Fees 2006 - Other      | 3,916.09          |
| <b>Total Maintenance Fees 2006</b> | <u>9,970.44</u>   |
| <b>Maintenance Fees 2007</b>       |                   |
| 2007 Attorney's Fees               | 3,607.26          |
| 2007 Collection Fees               | 1,950.00          |
| 2007 Transfer & Collection Fees    | 1,034.00          |
| 2007 Force Mows                    | 1,362.65          |
| Maintenance Fees 2007 - Other      | 9,571.43          |
| <b>Total Maintenance Fees 2007</b> | <u>17,525.34</u>  |
| <b>Maintenance Fees 2008</b>       |                   |
| 2008 Interest on Account           | 1,175.09          |
| 2008 Forced Mows                   | 2,213.00          |
| 2008 Attorney's Fees               | 19,402.70         |
| 2008 NSF                           | 423.24            |
| 2008 Synergy - 3 Payment Option    | 1,334.68          |
| Maintenance Fees 2008 - Other      | 17,692.51         |
| <b>Total Maintenance Fees 2008</b> | <u>42,241.22</u>  |
| <b>Maintenance Fees 2009</b>       |                   |
| 2009 Interest on Account           | 1,325.41          |
| 2009 Force Mows                    | 2,532.88          |
| 2009 - Synergy Collect & Other     | 240.00            |
| Maintenance Fees 2009 - Other      | 27,556.48         |
| <b>Total Maintenance Fees 2009</b> | <u>31,654.77</u>  |
| <b>Maintenance Fees 2010</b>       |                   |
| 2010 - Synergy Collect & Other     | 15,189.67         |
| 2010 - Interest on Account         | 4,137.76          |
| 2010 - NSF Checks                  | 480.00            |
| 2010 - Attorney's Fees             | 8,379.34          |
| Maintenance Fees 2010 - Other      | 44,966.08         |
| <b>Total Maintenance Fees 2010</b> | <u>73,152.85</u>  |
| Atty Collection Trust Account      | -15,669.61        |
| <b>Maintenance Fees 2011</b>       |                   |
| 2011 - NSF Checks                  | 350.00            |
| 2011 - Force Mows                  | 135.00            |
| Maintenance Fees 2011 - Other      | 200,506.20        |
| <b>Total Maintenance Fees 2011</b> | <u>200,991.20</u> |
| <b>Total Accounts Receivable</b>   | <u>387,553.51</u> |
| <b>Total Accounts Receivable</b>   | 387,553.51        |
| <b>Other Current Assets</b>        |                   |
| Undeposited Funds                  | -11,641.00        |
| <b>Total Other Current Assets</b>  | <u>-11,641.00</u> |

Westbank Homeowners Association, Inc.  
**Balance Sheet**  
As of January 31, 2011

|  | <u>Jan 31, 11</u>          |
|--|----------------------------|
| <b>Total Current Assets</b>            | 695,998.42                 |
| <b>Fixed Assets</b>                    |                            |
| Accumulated Depreciation               | -206,734.00                |
| <b>Fixed Assets</b>                    |                            |
| Building Remodeling                    |                            |
| Appliances                             | 2,280.00                   |
| Building Remodeling - Other            | 149,841.76                 |
| <b>Total Building Remodeling</b>       | <u>152,121.76</u>          |
| Building                               | 2,172.32                   |
| Clubhouse Furniture                    | 3,406.44                   |
| Fence                                  | 9,197.00                   |
| Gazebo                                 | 16,740.00                  |
| New Building                           | 4,335.34                   |
| Pool Lights                            | 11,546.51                  |
| Pool Repairs                           | 148,507.32                 |
| Pumphouse                              | 4,350.00                   |
| Signs                                  | 1,633.05                   |
| Swimming Pool (New Pool)               | 293,359.20                 |
| <b>Total Fixed Assets</b>              | <u>647,368.94</u>          |
| <b>Total Fixed Assets</b>              | 440,634.94                 |
| <b>Other Assets</b>                    |                            |
| Other Assets                           |                            |
| Pre-Paid Insurance                     | -6,710.56                  |
| <b>Total Other Assets</b>              | <u>-6,710.56</u>           |
| <b>Total Other Assets</b>              | <u>-6,710.56</u>           |
| <b>TOTAL ASSETS</b>                    | <u><u>1,129,922.80</u></u> |
| <b>LIABILITIES &amp; EQUITY</b>        |                            |
| <b>Liabilities</b>                     |                            |
| <b>Current Liabilities</b>             |                            |
| Accounts Payable                       |                            |
| Accounts Payable                       | -11,193.76                 |
| <b>Total Accounts Payable</b>          | <u>-11,193.76</u>          |
| Other Current Liabilities              |                            |
| Current liabilities                    |                            |
| Unearned Income from 2010 MFEES        | 12,590.00                  |
| Unearned Income from 2011 MFEES        | 411,284.00                 |
| <b>Total Current liabilities</b>       | <u>423,874.00</u>          |
| <b>Total Other Current Liabilities</b> | <u>423,874.00</u>          |
| <b>Total Current Liabilities</b>       | 412,680.24                 |
| <b>Long Term Liabilities</b>           |                            |
| Long Term Liabilities                  |                            |
| Sterling Bank 100K Loan 7-30-07        | 79,662.63                  |
| Sterling Bank-Loan 1                   | 93,337.64                  |
| <b>Total Long Term Liabilities</b>     | <u>173,000.27</u>          |

Westbank Homeowners Association, Inc.  
**Balance Sheet**  
As of January 31, 2011

|                                       | <u>Jan 31, 11</u>   |
|---------------------------------------|---------------------|
|                                       | <u>173,000.27</u>   |
| <b>Total Long Term Liabilities</b>    |                     |
|                                       | <u>585,680.51</u>   |
| <b>Total Liabilities</b>              |                     |
| <b>Equity</b>                         |                     |
| Retained Earnings                     | 539,359.49          |
| Net Income                            | 4,882.80            |
|                                       | <u>544,242.29</u>   |
| <b>Total Equity</b>                   |                     |
|                                       | <u>1,129,922.80</u> |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> |                     |

# Westbank Homeowners Association, Inc.

## Profit & Loss Budget vs. Actual

February, 2011 & Y.T.D.

|                                     | TOTAL            |                  |                |               |                  |                  |                  |               |
|-------------------------------------|------------------|------------------|----------------|---------------|------------------|------------------|------------------|---------------|
|                                     | Feb 11           | Budget           | \$ Over Budget | % of Income   | Jan - Feb 11     | Budget           | \$ Over Budget   | % of Income   |
| <b>2011 MFEE INCOME</b>             | 28,645.00        | 28,645.00        | 0.00           | 0.0%          | 58,011.00        | 58,011.00        | 0.00             | 0.0%          |
| <b>OTHER INCOME</b>                 |                  |                  |                |               |                  |                  |                  |               |
| Deed Restriction Fines              | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Service Fee - 3 Payment Option      | 96.00            | 100.00           | -4.00          | -0.01%        | 160.00           | 175.00           | -15.00           | -0.02%        |
| MUD Cont. Deputy Income             | 11,991.00        | 11,991.00        | 0.00           | 0.0%          | 23,982.00        | 23,982.00        | 0.00             | 0.0%          |
| Interest on Money Market            | 49.51            | 41.00            | 8.51           | 0.02%         | 95.80            | 82.00            | 13.80            | 0.02%         |
| Pool Guest Fees                     | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Coke Machine                        | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Mgmt Collection Fees                | 40.00            | 0.00             | 40.00          | 100.0%        | 165.00           | 0.00             | 165.00           | 100.0%        |
| Atty Collection Fees                | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Mgmt Deed Rstn Fees                 | 0.00             |                  |                |               | 40.00            |                  |                  |               |
| Atty Deed Rstn Fees                 | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Penalty & Int Income                | 10.93            | 540.00           | -529.07        | -1.3%         | 10.93            | 1,080.00         | -1,069.07        | -1.29%        |
| Mowing Income                       | 0.00             | 0.00             | 0.00           | 0.0%          | 200.00           | 0.00             | 200.00           | 100.0%        |
| Clubhouse Rental                    | -250.00          | 166.00           | -416.00        | -1.03%        | 100.00           | 332.00           | -232.00          | -0.28%        |
| <b>Total OTHER INCOME</b>           | <u>11,937.44</u> | <u>12,838.00</u> | <u>-900.56</u> | <u>-2.22%</u> | <u>24,753.73</u> | <u>25,651.00</u> | <u>-897.27</u>   | <u>-1.08%</u> |
| <b>Total Income</b>                 | 40,582.44        | 41,483.00        | -900.56        | -2.22%        | 82,764.73        | 83,662.00        | -897.27          | -1.08%        |
| <b>Expense</b>                      |                  |                  |                |               |                  |                  |                  |               |
| <b>ADMINISTRATIVE EXPENSE</b>       |                  |                  |                |               |                  |                  |                  |               |
| Coke Machine                        | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Sterling OLD Loan Interest          | 625.00           | 483.00           | 142.00         | 0.35%         | 1,250.00         | 966.00           | 284.00           | 0.34%         |
| Sterling NEW Loan Interest          | 542.00           | 458.00           | 84.00          | 0.21%         | 1,084.00         | 916.00           | 168.00           | 0.2%          |
| Annual Meeting                      | 0.00             | 100.00           | -100.00        | -0.25%        | 0.00             | 100.00           | -100.00          | -0.12%        |
| Bad Debt                            | -22.59           | 1,666.00         | -1,688.59      | -4.16%        | 1,653.68         | 3,332.00         | -1,678.32        | -2.03%        |
| Bank Service Charge                 | 146.04           | 42.00            | 104.04         | 0.26%         | 224.61           | 84.00            | 140.61           | 0.17%         |
| Board Meeting Expense               | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 100.00           | -100.00          | -0.12%        |
| Postage                             | 1,523.66         | 583.00           | 940.66         | 2.32%         | 1,529.20         | 1,166.00         | 363.20           | 0.44%         |
| Donations                           | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 250.00           | -250.00          | -0.3%         |
| Newsletter Expense                  | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| Office Supplies                     | 0.00             | 8.00             | -8.00          | -0.02%        | 92.19            | 16.00            | 76.19            | 0.09%         |
| Translations-English to Spanish     | 77.76            |                  |                |               | 77.76            |                  |                  |               |
| <b>Total ADMINISTRATIVE EXPENSE</b> | <u>2,891.87</u>  | <u>3,340.00</u>  | <u>-448.13</u> | <u>-1.1%</u>  | <u>5,911.44</u>  | <u>6,930.00</u>  | <u>-1,018.56</u> | <u>-1.23%</u> |
| <b>Community Improvements</b>       |                  |                  |                |               |                  |                  |                  |               |
| Events, Projects & Improvements     | 885.00           | 1,666.00         | -781.00        | -1.92%        | 1,468.28         | 3,332.00         | -1,863.72        | -2.25%        |
| <b>Total Community Improvements</b> | <u>885.00</u>    | <u>1,666.00</u>  | <u>-781.00</u> | <u>-1.92%</u> | <u>1,468.28</u>  | <u>3,332.00</u>  | <u>-1,863.72</u> | <u>-2.25%</u> |
| <b>CONTRACT SERVICES</b>            |                  |                  |                |               |                  |                  |                  |               |

# Westbank Homeowners Association, Inc.

## Profit & Loss Budget vs. Actual

February, 2011 & Y.T.D.

|   | TOTAL            |                  |                |               |                  |                  |                  |               |
|---|------------------|------------------|----------------|---------------|------------------|------------------|------------------|---------------|
|   | Feb 11           | Budget           | \$ Over Budget | % of Income   | Jan - Feb 11     | Budget           | \$ Over Budget   | % of Income   |
| <b>Exterminating</b>                      | 0.00             | 0.00             | 0.00           | 0.0%          | 193.76           | 100.00           | 93.76            | 0.11%         |
| <b>Patrol Services</b>                    | 15,988.00        | 15,988.00        | 0.00           | 0.0%          | 31,976.00        | 31,976.00        | 0.00             | 0.0%          |
| <b>Patrol Services - Overtime</b>         | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Patrol Services - Equipment</b>        | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 250.00           | -250.00          | -0.3%         |
| <b>Pool Contract Management</b>           | 640.00           | 668.00           | -28.00         | -0.07%        | 1,280.00         | 1,336.00         | -56.00           | -0.07%        |
| <b>Association Management</b>             | 3,400.00         | 3,570.00         | -170.00        | -0.42%        | 6,800.00         | 7,140.00         | -340.00          | -0.41%        |
| <b>Mosquito Fogging</b>                   | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Total CONTRACT SERVICES</b>            | <u>20,028.00</u> | <u>20,226.00</u> | <u>-198.00</u> | <u>-0.49%</u> | <u>40,249.76</u> | <u>40,802.00</u> | <u>-552.24</u>   | <u>-0.67%</u> |
| <b>DEED RESTRICTION ENFORCEMENT</b>       |                  |                  |                |               |                  |                  |                  |               |
| <b>Force Mows</b>                         | 0.00             | 0.00             | 0.00           | 0.0%          | 200.00           | 0.00             | 200.00           | 100.0%        |
| <b>Total DEED RESTRICTION ENFORCEMENT</b> | <u>0.00</u>      | <u>0.00</u>      | <u>0.00</u>    | <u>0.0%</u>   | <u>200.00</u>    | <u>0.00</u>      | <u>200.00</u>    | <u>100.0%</u> |
| <b>MAINTENANCE EXPENSE</b>                |                  |                  |                |               |                  |                  |                  |               |
| <b>Groundskeeping Mgmt</b>                |                  |                  |                |               |                  |                  |                  |               |
| <b>Landscaping Contract</b>               | 2,100.00         | 2,200.00         | -100.00        | -0.25%        | 4,200.00         | 4,400.00         | -200.00          | -0.24%        |
| <b>Misc. Grounds Maintenance</b>          | 248.91           | 208.00           | 40.91          | 0.1%          | 248.91           | 416.00           | -167.09          | -0.2%         |
| <b>Shrubbery</b>                          | 0.00             | 83.00            | -83.00         | -0.21%        | 0.00             | 166.00           | -166.00          | -0.2%         |
| <b>Total Groundskeeping Mgmt</b>          | <u>2,348.91</u>  | <u>2,491.00</u>  | <u>-142.09</u> | <u>-0.35%</u> | <u>4,448.91</u>  | <u>4,982.00</u>  | <u>-533.09</u>   | <u>-0.64%</u> |
| <b>Curb Numbering</b>                     | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Tennis Court</b>                       | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Sprinkler System</b>                   | 0.00             | 292.00           | -292.00        | -0.72%        | 380.00           | 584.00           | -204.00          | -0.25%        |
| <b>Recreation Center</b>                  | 0.00             | 208.00           | -208.00        | -0.51%        | 0.00             | 416.00           | -416.00          | -0.5%         |
| <b>Clubhouse</b>                          | 0.00             | 125.00           | -125.00        | -0.31%        | 59.22            | 250.00           | -190.78          | -0.23%        |
| <b>Total MAINTENANCE EXPENSE</b>          | <u>2,348.91</u>  | <u>3,116.00</u>  | <u>-767.09</u> | <u>-1.89%</u> | <u>4,888.13</u>  | <u>6,232.00</u>  | <u>-1,343.87</u> | <u>-1.62%</u> |
| <b>POOL EXPENSES</b>                      |                  |                  |                |               |                  |                  |                  |               |
| <b>Pool Pump Repair</b>                   | 0.00             | 208.00           | -208.00        | -0.51%        | 0.00             | 416.00           | -416.00          | -0.5%         |
| <b>Pool Repairs</b>                       | 6,150.00         | 6,082.00         | 68.00          | 0.17%         | 6,800.00         | 6,249.00         | 551.00           | 0.67%         |
| <b>Swimming Identification</b>            | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Pool Expenses</b>                      | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Pool Chemicals</b>                     | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Pool Supplies/Equipment</b>            | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Total POOL EXPENSES</b>                | <u>6,150.00</u>  | <u>6,290.00</u>  | <u>-140.00</u> | <u>-0.35%</u> | <u>6,800.00</u>  | <u>6,665.00</u>  | <u>135.00</u>    | <u>0.16%</u>  |
| <b>PROFESSIONAL EXPENSES</b>              |                  |                  |                |               |                  |                  |                  |               |
| <b>Attorney Collection Fees</b>           |                  |                  |                |               |                  |                  |                  |               |
| <b>Court Costs</b>                        | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |
| <b>Title Searches</b>                     | 0.00             | 0.00             | 0.00           | 0.0%          | 0.00             | 0.00             | 0.00             | 0.0%          |

# Westbank Homeowners Association, Inc.

## Profit & Loss Budget vs. Actual

February, 2011 & Y.T.D.

|   | TOTAL                   |                         |                        |                     |                        |                         |                        |                     |
|---|-------------------------|-------------------------|------------------------|---------------------|------------------------|-------------------------|------------------------|---------------------|
|   | Feb 11                  | Budget                  | \$ Over Budget         | % of Income         | Jan - Feb 11           | Budget                  | \$ Over Budget         | % of Income         |
| <b>Atty Deed Restriction Fee</b>        | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 0.00                    | 0.00                   | 0.0%                |
| <b>Corporate Legal Fees</b>             | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 0.00                    | 0.00                   | 0.0%                |
| <b>Atty Collection Fee</b>              | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 0.00                    | 0.00                   | 0.0%                |
| <b>Total Attorney Collection Fees</b>   | <u>0.00</u>             | <u>0.00</u>             | <u>0.00</u>            | <u>0.0%</u>         | <u>0.00</u>            | <u>0.00</u>             | <u>0.00</u>            | <u>0.0%</u>         |
| <b>Management Collection Fees</b>       |                         |                         |                        |                     |                        |                         |                        |                     |
| <b>3 Payment Option Service Fees</b>    | 80.00                   | 100.00                  | -20.00                 | -0.05%              | 160.00                 | 175.00                  | -15.00                 | -0.02%              |
| <b>Forced Mow Admin Trip Chgs</b>       | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 0.00                    | 0.00                   | 0.0%                |
| <b>NSF Check Service Fees</b>           | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 150.00                  | -150.00                | -0.18%              |
| <b>Collection Fees</b>                  | 75.00                   | 0.00                    | 75.00                  | 100.0%              | 350.00                 | 0.00                    | 350.00                 | 100.0%              |
| <b>Total Management Collection Fees</b> | <u>155.00</u>           | <u>100.00</u>           | <u>55.00</u>           | <u>0.14%</u>        | <u>510.00</u>          | <u>325.00</u>           | <u>185.00</u>          | <u>0.22%</u>        |
| <b>Audit - Tax Preparation</b>          | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 0.00                    | 0.00                   | 0.0%                |
| <b>Dues &amp; Subscriptions</b>         | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 75.00                  | 350.00                  | -275.00                | -0.33%              |
| <b>Total PROFESSIONAL EXPENSES</b>      | <u>155.00</u>           | <u>100.00</u>           | <u>55.00</u>           | <u>0.14%</u>        | <u>585.00</u>          | <u>675.00</u>           | <u>-90.00</u>          | <u>-0.11%</u>       |
| <b>TAX &amp; INSURANCE</b>              |                         |                         |                        |                     |                        |                         |                        |                     |
| <b>D &amp; O Insurance</b>              | 333.00                  | 333.00                  | 0.00                   | 0.0%                | 666.00                 | 666.00                  | 0.00                   | 0.0%                |
| <b>TCP &amp; Umbrella Insurance</b>     | 1,875.00                | 1,875.00                | 0.00                   | 0.0%                | 3,750.00               | 3,750.00                | 0.00                   | 0.0%                |
| <b>Uninsured Auto Insurance</b>         | 20.00                   | 20.00                   | 0.00                   | 0.0%                | 40.00                  | 40.00                   | 0.00                   | 0.0%                |
| <b>Fidelity Bond</b>                    | 29.00                   | 29.00                   | 0.00                   | 0.0%                | 58.00                  | 58.00                   | 0.00                   | 0.0%                |
| <b>Property Tax</b>                     | 0.00                    | 0.00                    | 0.00                   | 0.0%                | 0.00                   | 30.00                   | -30.00                 | -0.04%              |
| <b>Total TAX &amp; INSURANCE</b>        | <u>2,257.00</u>         | <u>2,257.00</u>         | <u>0.00</u>            | <u>0.0%</u>         | <u>4,514.00</u>        | <u>4,544.00</u>         | <u>-30.00</u>          | <u>-0.04%</u>       |
| <b>UTILITIES</b>                        |                         |                         |                        |                     |                        |                         |                        |                     |
| <b>Elec. Street Lights</b>              | 5,434.08                | 6,250.00                | -815.92                | -2.01%              | 10,167.65              | 12,500.00               | -2,332.35              | -2.82%              |
| <b>Elec. Rec Center</b>                 | 842.71                  | 1,250.00                | -407.29                | -1.0%               | 2,405.90               | 2,500.00                | -94.10                 | -0.11%              |
| <b>Elec. Sprinklers</b>                 | 15.36                   | 25.00                   | -9.64                  | -0.02%              | 30.02                  | 50.00                   | -19.98                 | -0.02%              |
| <b>Water - Rec. Center/Pool</b>         | 127.25                  | 415.00                  | -287.75                | -0.71%              | 434.05                 | 830.00                  | -395.95                | -0.48%              |
| <b>Water - Sprinkler</b>                | 365.95                  | 625.00                  | -259.05                | -0.64%              | 977.35                 | 1,250.00                | -272.65                | -0.33%              |
| <b>Telephone</b>                        | 170.13                  | 250.00                  | -79.87                 | -0.2%               | 339.17                 | 500.00                  | -160.83                | -0.19%              |
| <b>Total UTILITIES</b>                  | <u>6,955.48</u>         | <u>8,815.00</u>         | <u>-1,859.52</u>       | <u>-4.58%</u>       | <u>14,354.14</u>       | <u>17,630.00</u>        | <u>-3,275.86</u>       | <u>-3.96%</u>       |
| <b>Total Expense</b>                    | <u>41,671.26</u>        | <u>45,810.00</u>        | <u>-4,138.74</u>       | <u>-10.2%</u>       | <u>78,970.75</u>       | <u>86,810.00</u>        | <u>-7,839.25</u>       | <u>-9.47%</u>       |
| <b>Net Income</b>                       | <u><u>-1,088.82</u></u> | <u><u>-4,327.00</u></u> | <u><u>3,238.18</u></u> | <u><u>7.98%</u></u> | <u><u>3,793.98</u></u> | <u><u>-3,148.00</u></u> | <u><u>6,941.98</u></u> | <u><u>8.39%</u></u> |

# Westbank Homeowners Association, Inc.

## Balance Sheet

As of February 28, 2011

Feb 28, 11

### ASSETS

#### Current Assets

##### Checking/Savings

##### Sterling Sweep Account

Operating Funds 335,029.62

Reserve Funds 15,000.00

**Total Sterling Sweep Account** 350,029.62

Sterling Operating 206.44

Southwest Bank of Texas 392.08

Petty Cash 250.00

**Total Checking/Savings** 350,878.14

#### Accounts Receivable

##### Accounts Receivable

A/R 1990's 9,185.54

##### A/R 2000

A/R MAINTENANCE FEES 2000 282.99

Force mows 2000 210.00

Interest 79.98

Legal/Collection 1,426.69

PrePaid Legal 934.00

Returned Checks 259.39

Synergy Collection Fee 378.06

**Total A/R 2000** 3,571.11

##### Maintenance Fees 2001

Force Mow 2001 395.00

Interest on Outstanding M. Fees 577.02

Maintenance Fees 2001 - Other 1,051.10

**Total Maintenance Fees 2001** 2,023.12

##### Maintenance Fees 2002

2002 Attorney & Mgmt Col. Fees 1,085.00

Maintenance Fees 2002 - Other 654.17

**Total Maintenance Fees 2002** 1,739.17

##### Maintenance Fees 2003

2003 Forecd Mows & Admin Chgs 5.00

2003 Penalty & Interest 50.00

Maintenance Fees 2003 - Other 1,652.82

**Total Maintenance Fees 2003** 1,707.82

##### Maintenance Fees 2004

2004 Forced Mows 274.00

2004 Attorney Fees 1,997.32

2004 Synergy Collection Fees 419.20

Maintenance Fees 2004 - Other 2,479.74

**Total Maintenance Fees 2004** 5,170.26

##### Maintenance Fees 2005

2005 NSF Checks 30.00

2005 Attorney Fees 1,062.67

2005 Synergy Collection Fees 1,262.10

Maintenance Fees 2005 - Other 1,935.51

**Total Maintenance Fees 2005** 4,290.28

##### Maintenance Fees 2006

Force Mows 280.00

2006 NSF Checks 1,358.00



# Westbank Homeowners Association, Inc.

## Balance Sheet

As of February 28, 2011

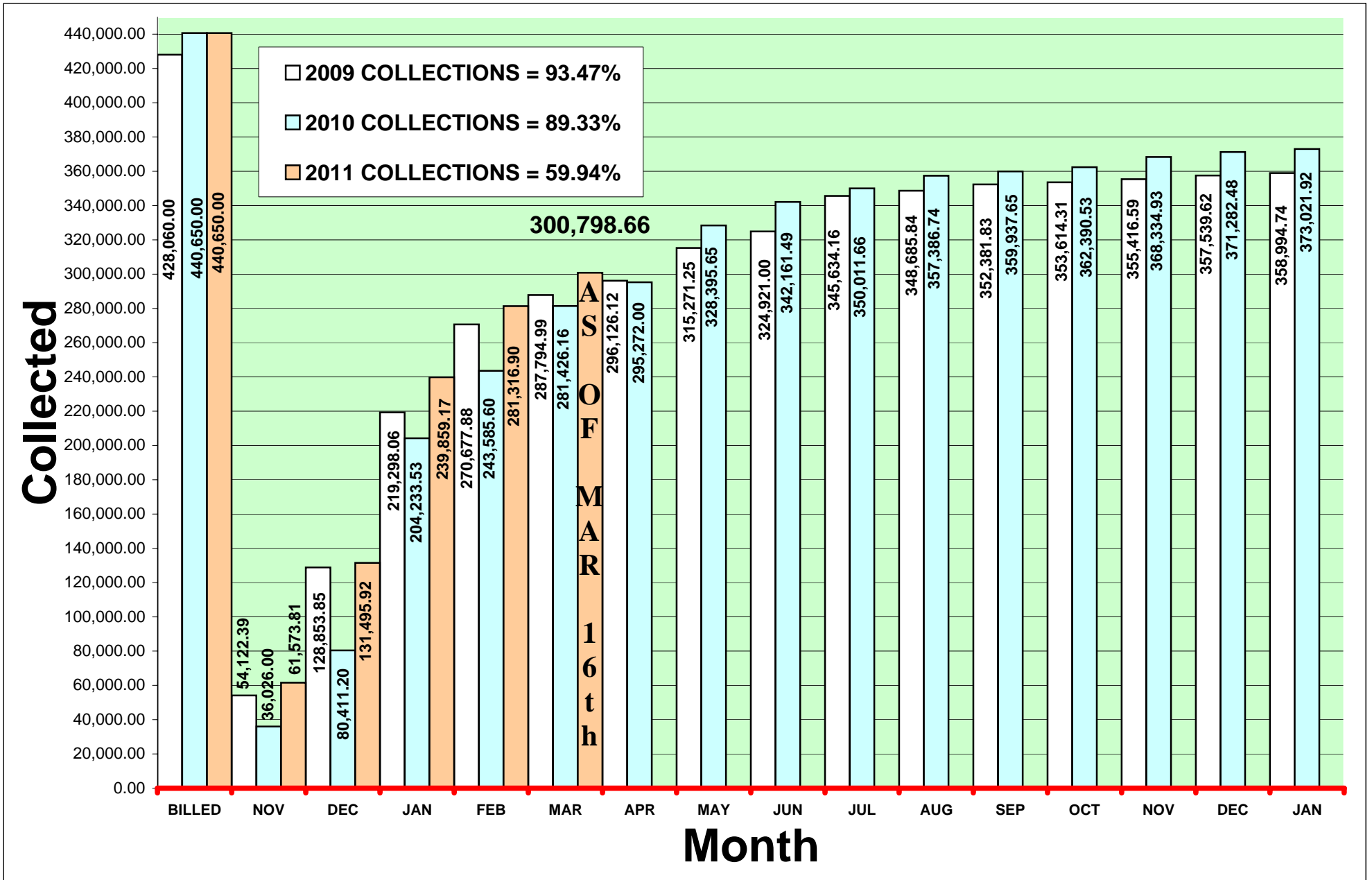
|                                    | Feb 28, 11        |
|------------------------------------|-------------------|
| 2006 Interest                      | 130.00            |
| 2006 Attorney Fees                 | 3,014.35          |
| 2006 Synergy Collection Fees       | 1,197.00          |
| Maintenance Fees 2006 - Other      | 3,847.70          |
| <b>Total Maintenance Fees 2006</b> | <b>9,827.05</b>   |
| <b>Maintenance Fees 2007</b>       |                   |
| 2007 Attorney's Fees               | 3,607.26          |
| 2007 Collection Fees               | 1,950.00          |
| 2007 Transfer & Collection Fees    | 1,034.00          |
| 2007 Force Mows                    | 1,362.65          |
| Maintenance Fees 2007 - Other      | 9,514.82          |
| <b>Total Maintenance Fees 2007</b> | <b>17,468.73</b>  |
| <b>Maintenance Fees 2008</b>       |                   |
| 2008 Interest on Account           | 1,175.09          |
| 2008 Forced Mows                   | 2,213.00          |
| 2008 Attorney's Fees               | 19,302.70         |
| 2008 NSF                           | 423.24            |
| 2008 Synergy - 3 Payment Option    | 1,334.68          |
| Maintenance Fees 2008 - Other      | 17,542.36         |
| <b>Total Maintenance Fees 2008</b> | <b>41,991.07</b>  |
| <b>Maintenance Fees 2009</b>       |                   |
| 2009 Interest on Account           | 1,325.41          |
| 2009 Force Mows                    | 2,532.88          |
| 2009 - Synergy Collect & Other     | 240.00            |
| Maintenance Fees 2009 - Other      | 27,194.14         |
| <b>Total Maintenance Fees 2009</b> | <b>31,292.43</b>  |
| <b>Maintenance Fees 2010</b>       |                   |
| 2010 - Synergy Collect & Other     | 15,189.67         |
| 2010 - Interest on Account         | 4,111.91          |
| 2010 - NSF Checks                  | 480.00            |
| 2010 - Attorney's Fees             | 8,220.83          |
| Maintenance Fees 2010 - Other      | 43,797.90         |
| <b>Total Maintenance Fees 2010</b> | <b>71,800.31</b>  |
| Atty Collection Trust Account      | -15,669.61        |
| <b>Maintenance Fees 2011</b>       |                   |
| 2011 - Force Mows                  | 135.00            |
| Maintenance Fees 2011 - Other      | 159,333.10        |
| <b>Total Maintenance Fees 2011</b> | <b>159,468.10</b> |
| <b>Total Accounts Receivable</b>   | <b>343,865.38</b> |
| <b>Total Accounts Receivable</b>   | <b>343,865.38</b> |
| <b>Other Current Assets</b>        |                   |
| Undeposited Funds                  | -11,991.00        |
| <b>Total Other Current Assets</b>  | <b>-11,991.00</b> |
| <b>Total Current Assets</b>        | <b>682,752.52</b> |
| <b>Fixed Assets</b>                |                   |
| Accumulated Depreciation           | -206,734.00       |
| <b>Fixed Assets</b>                |                   |
| Building Remodeling                |                   |
| Appliances                         | 2,280.00          |
| Building Remodeling - Other        | 149,841.76        |
|                                    | <b>152,121.76</b> |

# Westbank Homeowners Association, Inc.

## Balance Sheet As of February 28, 2011

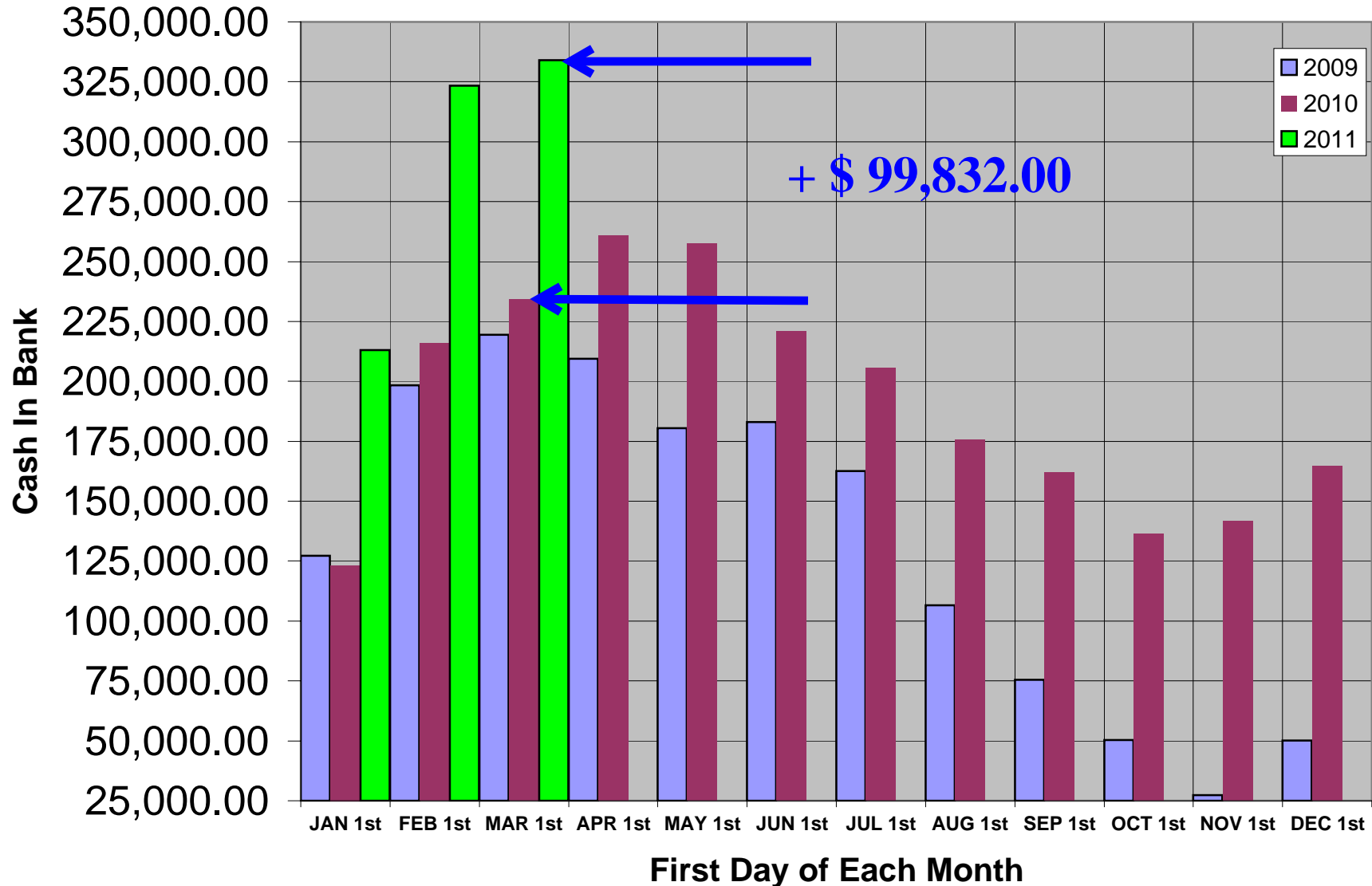
|  | Feb 28, 11          |
|--|---------------------|
| <b>Total Building Remodeling</b>       | 152,121.76          |
| Building                               | 2,172.32            |
| Clubhouse Furniture                    | 3,406.44            |
| Fence                                  | 9,197.00            |
| Gazebo                                 | 16,740.00           |
| New Building                           | 4,335.34            |
| Pool Lights                            | 11,546.51           |
| Pool Repairs                           | 148,507.32          |
| Pumphouse                              | 4,350.00            |
| Signs                                  | 1,633.05            |
| Swimming Pool (New Pool)               | 293,359.20          |
| <b>Total Fixed Assets</b>              | 647,368.94          |
| <b>Total Fixed Assets</b>              | 440,634.94          |
| <b>Other Assets</b>                    |                     |
| Other Assets                           |                     |
| Pre-Paid Insurance                     | -8,967.56           |
| <b>Total Other Assets</b>              | -8,967.56           |
| <b>Total Other Assets</b>              | -8,967.56           |
| <b>TOTAL ASSETS</b>                    | <b>1,114,419.90</b> |
| <b>LIABILITIES &amp; EQUITY</b>        |                     |
| <b>Liabilities</b>                     |                     |
| <b>Current Liabilities</b>             |                     |
| Accounts Payable                       |                     |
| Accounts Payable                       | 4,685.37            |
| <b>Total Accounts Payable</b>          | 4,685.37            |
| <b>Other Current Liabilities</b>       |                     |
| Current liabilities                    |                     |
| Unearned Income from 2010 MFEES        | 12,590.00           |
| Unearned Income from 2011 MFEES        | 382,639.00          |
| <b>Total Current liabilities</b>       | 395,229.00          |
| <b>Total Other Current Liabilities</b> | 395,229.00          |
| <b>Total Current Liabilities</b>       | 399,914.37          |
| <b>Long Term Liabilities</b>           |                     |
| Long Term Liabilities                  |                     |
| Sterling Bank 100K Loan 7-30-07        | 79,129.42           |
| Sterling Bank-Loan 1                   | 92,222.64           |
| <b>Total Long Term Liabilities</b>     | 171,352.06          |
| <b>Total Long Term Liabilities</b>     | 171,352.06          |
| <b>Total Liabilities</b>               | 571,266.43          |
| <b>Equity</b>                          |                     |
| Retained Earnings                      | 539,359.49          |
| Net Income                             | 3,793.98            |
| <b>Total Equity</b>                    | 543,153.47          |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>  | <b>1,114,419.90</b> |

# 2011 vs 2010 vs 2009 Maintenance Fee Collections



# WESTBANK H.O.A., INC.

## Cash in Bank - 2009 - 2010 - 2011 Comparisons



**The following are the proposed Minutes of the Annual Meeting. This copy is included here, though it will not be approved until the 2012 Annual Meeting, so that you can review it while the Annual Meeting is fresher in your mind.**

**WESTBANK HOMEOWNERS ASSOCIATION**  
**ANNUAL MEETING OF THE MEMBERS**  
**FEBRUARY 21, 2011**

**STATE OF TEXAS           §**

**MINUTES**

**COUNTY OF HARRIS       §**

The Westbank Homeowners Association's 2011 Annual Meeting of the Members was held on February 21, 2011, at the Association clubhouse, 8303 West Road. President Paulann Alleman called the meeting to order at 7:30 p.m. after announcing that a quorum of the Members was present by attendance in person and by proxy. Board Members present at the meeting were Paulann Alleman, Virginia Hurlbut, Shiver Nolan, and James Phillips. Maria Raines joined the meeting in progress. Also in attendance were Thomas Garth and Kathy Okulewicz representing Synergy Management Services, Inc.

**MINUTES – Ms. Nolan moved that the Minutes of the 2010 Annual Meeting of the Members held February 15, 2010 be accepted as presented. The motion was seconded by Ms. Hurlbut and approved with all in favor.**

**TREASURER'S REPORT** - Mr. Garth advised that the Association's income for 2010 was \$602,916.72. Mr. Garth then gave an overview of the 2010 Annual Profit & Loss report, explaining some of the larger expenses. He noted that the MUD is now paying 75% of the cost of Carriage Lane's contract deputies, which is a great help to the Association. Ms. Nolan and Mrs. Alleman gave a detailed explanation of why and how the MUD is paying part of these costs. Mr. Garth advised that the budget is made to more than cover actual anticipated costs, and 2010 finished with the Association being \$77,500 to the good. Half of this money will go to paying down the outstanding loans.

Mr. Garth reviewed the Balance Sheet as of December 31, 2010 and explained many of the line items in detail.

**Mr. Phillips made the motion to approve the 2010 Treasurer's Report as presented. The motion was seconded by Ms. Hurlbut and passed with all in favor.**

**SECURITY REPORT** – Mrs. Alleman reviewed the 5-year chart of reports, which noted per year the type and number of calls made in Carriage Lane from 2006 through 2010. The deputies have reported that most vehicles reportedly broken in to had been left unlocked, and often the reason given by the owners is that the vehicle would have been broken into anyway and this way they wouldn't damage the vehicle.

Mrs. Alleman advised that arrests had been made regarding the recent burglaries in Carriage Lane; however the suspects were young (13-years old) and had to be released. The number of burglaries has greatly declined since these arrests.

The Deputy present at the meeting explained that crime is up all over the County. The economy is bad and the area around Carriage Lane has grown with new subdivisions, and these people are coming into Carriage Lane. Mrs. Alleman noted that is it fortunate there is only one main route in and out of the subdivision so the neighborhood is pretty well closed in. Unfortunately most crimes in Carriage Lane are committed by residents and/or their friends.

There was a discussion regarding multiple families living in single-family dwellings. Mr. Garth explained how residents in Carriage Lane can help the Management Company solve this problem.

**COMMUNITY AWARENESS** - Mrs. Alleman advised that the Board has been working on a new copy of Rules and Regulations and it is in final review by the R&R Committee. The new printing will come out with clear cut Rules and Regulations in English and in Spanish and will also have photos.

**ELECTION** - Mr. Garth gave a brief explanation of the structure of the Board of Directors of the Homeowners Association. He noted there was only 1 position up for election in 2011, which was currently held by Mrs. Alleman and she has agreed to run for election again. **Mr. Garth called for nominations from the Floor. No further nominations were received. Mr. Garth advised that nominations from the Floor for position of Director were now closed.**

Mr. Garth again advised that there was 1 position up for election and there was only 1 person running for the position. **Mr. Garth called for a motion to re-elect Mrs. Alleman by acclamation. The motion was made by Ms. Nolan, seconded by Mr. Phillips and carried with all in favor. Mrs. Alleman was re-elected to the Board for another 3-year term.**

**2011 BUDGET** - Mr. Garth opened a review of the 2011 Budget by explaining in detail the formulas used to arrive at the figures in the budget. One new line item in the budget is Deed Restriction Fines. Mr. Garth advised that the rules governing the system of fines has been put forth by a multi-racial, multi-ethnic volunteer committee of Carriage Lane residents and is expected to be implemented in April or May of 2011.

Mr. Garth then gave detailed explanations of many of the larger budget items.

Mr. Garth encouraged residents to attend the meetings so the Board can learn if anyone has ideas to help the neighborhood. The monthly costs are presented and discussed at each meeting.

**Ms. Hurlbut made a motion to accept the 2011 Budget as presented. Ms. Nolan seconded the motion, which carried with all in favor.**

**HOMEOWNER INPUT** – A homeowner suggested the Association put in soccer goals in one of the parks. The topic was discussed at length, with several ideas of what would be involved and suggestions how best to make this work. Mrs. Alleman advised that the Board would need some time to investigate the matter and would discuss the goals at the next meeting.

The president of the Carriage Lane Splashers swim team, addressed the Board and asked if they could use the community pool again in 2011. Ms. Nolan requested a copy of the team's insurance certificate and their 2011 swim schedule. Ms. Rodriguez will get the information to the Board.

A homeowner asked if there was any follow-up on the possibility of a neighborhood trash collection contract. Mrs. Alleman advised that some of the Board members had attended a conference on this and came away totally disenchanted however they will continue to check out options.

There was a discussion regarding graffiti.

**There being no further business Mr. Phillips moved that the Annual Meeting be adjourned, which was seconded by Ms. Hurlbut. The Annual Meeting was adjourned at 9:15 p.m.**

---

Secretary



**WESTBANK HOMEOWNERS ASSOCIATION**  
**Executive Session**  
**February 21, 2011**

Following the Annual Meeting of the Members, the Board of Directors held an Executive Session, which commenced at 9:45 p.m.

There was a discussion regarding curb-numbering. Mr. Garth has a price of about \$15,000 but will go out for more quotes. He advised that quotes have to be based on all homes and cannot exclude houses where residents have already paid someone else to paint the curb number.

There was a discussion on the homeowner's suggestion to put soccer goals and lights at the park, and also trash cans so the kids won't litter. Mr. Phillips feels that the soccer goals would be a liability. Ms. Nolan noted that the park is only open from dawn till dusk so there is no need to put in lights. Mrs. Alleman advised that the lights in the parks are only for security. Ms. Nolan suggested the players could put up portable goals when they want to play. There was a discussion on putting trash cans in the park and paying Tommy Miles' company to pick up the trash. Board members have a concern that household trash will be dumped there.

There was a discussion on a neighborhood trash contract. Mrs. Alleman advised that Tommy Miles would reduce his rate if he got the whole neighborhood contract, but this cost would be shifted to the water bill and everyone will see that bill go up. Ms. Nolan noted that if the cost of water goes up it will be hard to convince people that the trash collection had actually gotten cheaper.

Mr. Phillips advised that Ms. Raines would like off the Board due to not having enough time. The Board thanked Ms. Raines for her service. The Board then discussed asking Mark Cisneros to take Ms. Raines' seat. The Board directors present voted unanimously to appoint Mr. Cisneros to the Board.

Mr. Phillips advised that the swim team would still have to ask permission to use the clubhouse. Mr. Garth advised that he assumes the swim team will use the clubhouse at every home meet and therefore he puts this in the schedule.

Mr. Garth will advise Mr. Phillips when the work on the pool repairs would start.

++

10:10 p.m.

James, Tom, David Alleman, and Paulann believe that this is a great contract and that Quality has done a very good job, especially compared to their two predecessors.



Name of Facility: Westbank Homeowners Association, Inc

Facility Management Company: Synergy Management Services, Inc

Effective Date of Agreement: May 1, 2011

Total Cost: \$ 77,680.00

Don't panic, its for two years and is a few thousand dollars a year less than we have paid in any of the last five years

This Pool service agreement (hereinafter referred to as the "Agreement"), entered into effective as of the dated indicated hereinabove, is made between **Quality Aquatics Pool Management LLC (QAPM)** and **Westbank Homeowners Association, Inc.**

### WITNESSETH

**WHEREAS, QAPM** is pool maintenance, chemical supply and lifeguard staffing company **QAPM** maintains waters held in swimming pools and other water containing structures related to the pools in a sanitary state.

**WHEREAS,** the Facility is desirous of engaging **QAPM** to maintain and provide chemicals on its premises located at the address indicated hereinabove (the "Premises") and **QAPM** is desirous of being so engaged pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions, promises and agreements herein contained, the parties mutually covenant and agree to as follows:

1. **Engagement of Quality Aquatics Pool Management LLC.** The Facility hereby engages **QAPM** to act for it in accordance with this Agreement, and **QAPM** hereby accepts such engagement and agrees to provide the services set forth herein.
2. **Services of Quality Aquatics Pool Management LLC.** **Quality Aquatics Pool Management LLC** shall operate, service, maintain and provide lifeguards for POOL (subject to certain conditions and expectation as more particularly set forth herein) **QAPM** will provide **one** lifeguard a Site Supervisor (Total of 2 Lifeguards Sunday-Friday and a total of 3 lifeguards on Saturdays) during normal operating hours as described in Section 2.1(See Exhibit "A"). **QAPM** will also provide an Adult Gate Attendant to check people in and our of the facility during normal operating hours as described in Exhibit "A". It is the responsibility of **QAPM** to properly maintain the standards set forth in the Texas Administrative Code, Title 25-Health Services, Part I-Texas Department of Health, Chapter 265-General Sanitation, Subchapter K-Standards for Public Pools and Spas. All staff employed as Lifeguards will be American Red Cross Certified Lifeguards with Certifications including, but not limited to the following; ARC (American Red Cross) Lifeguard Training, ARC CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer, ARC PDT (Preventing Disease Transmission), and ARC First Aid Training. If the Facility is equipped with an AED (Automatic External Defibrillator) all staff working at the Facility will be trained in its use and certified as CPR/AED Certified.

- 2.1 **Hours of Operation.** The Facility will be open as follows is Exhibit A (attached): During the term, **QAPM** will follow the school district schedule, so the pool will be closed on any day that students are in school unless **CUSTOMER** specifies otherwise. If the National Holiday falls on the closed days then the pool will be open and closed the following day for cleaning. **CUSTOMER must provide QAPM with a full swim team schedule, including practices and swim meets at the beginning of every swim team season.**
- 2.2 **Maintenance Schedule.**
- A. **Off-Season.** For purpose of this Agreement, "Off-Season" is defined as any and all days and hours before and after the days listed in "Exhibit A" (October-April) the pools will serviced once per week. **QAPM** assumes no responsibility and Customer shall be fully responsible for preventing excessive leaves from falling in POOL and POOL area so as to prevent equipment problems and POOL surface problems. (See attached "Off-Season Pool Log")
- B. **On-Season.** During the operating season (May-September) the pools will be maintained on a daily basis while a lifeguard is on duty. **QAPM** will provide and manage pool chemicals for the pool. A daily pool log will be performed and filled out by the **QAPM** Pool Site Supervisor assigned to the facility. Maintenance does not include grounds maintenance such as mowing, cutting, and trimming of grass, trees, and plants. **QAPM** is not responsible for pool furniture purchase or repair.
- C. **Repairs.** All repairs exceeding \$100.00 must be approved by **CUSTOMER**; **QAPM** shall stand ready to perform any repair work needed during the term of this agreement. **QAPM** shall inform **CUSTOMER** of any recommendations on the up keep of the facilities' equipment if necessary. **QAPM's** recommendations shall be in the best interest and for the safety of the pools and its equipment. This includes chemicals, supplies, parts, and equipment. **CUSTOMER** must notify **QAPM** of any maintenance work, repairs, or work of any kind being performed inside the pool gates by any contractor. **CUSTOMER** must supply **QAPM** with a timeline of any work of this nature in order for **QAPM** to prepare the facility for possibilities that may occur (*i.e. pumps being turned off for an extended period of time*).
- D. **Chemicals and Supplies.** **QAPM** agrees to supply, at its expense: Chlorine and pH control chemicals for safe and clean pool water throughout the period of this agreement (Chlorine Tablets, Shock, and Acid).
- **Pool Supplies:** consist of hand soap, toilet paper, paper towels, trash liners (for pool area and bathrooms), and disinfectant spray for the "on-season." Any supplies contributed during the "off season" will be a charge of \$150.00 per month per facility.
  - **Safety Equipment** will be maintained by **QAPM**. If safety equipment needs to be replaced due to normal wear and tear, weather, or acts of god **CUSTOMER** is responsible for the cost of replacing the equipment. If safety equipment needs to be replaced due to negligence of a **QAPM** staff member **QAPM** will be responsible for the cost of the equipment. This includes: rescue tubes, ring buoys & throw rope, life hooks, pool rules signage, backboards & head immobilizers, umbrellas & lifeguard stands. **QAPM** is responsible for providing at no cost: water test kit, first aid kit & supplies, safety goggles, safety gloves, & sponges for our staff during the "on-season."
  - **Maintenance Equipment** is provided by **QAPM** and is used on the weekly visits by **QAPM** maintenance staff members. Cost of the use of **QAPM's** maintenance equipment is included in the contract cost. If a facility needs to be provided any maintenance

equipment to be left on-site requested by CUSTOMER, CUSTOMER shall be responsible for cost. Maintenance equipment includes: water hoses, pool vacuum heads, pool poles, leaf bagger, pool brushes, leaf skimmers, and algae brushes. *If additional chemicals or labor are required to maintain or correct pool water chemistry due to failure or breakdown of CUSTOMER'S equipment or loss of water due to defect or loss of electricity, QAPM shall notify CUSTOMER of such. Upon approval QAPM shall bill as an additional charge, the reasonable expense of all said addition chemicals and/or labor.*

- **Chemical Requirements.** QAPM is responsible for maintaining the pool chemistry at the following standards: *Chlorine 1.0-5.0 PPM, pH 7.2-7.8, total Alkalinity 80 to 120 PPM, Calcium Hardness 200-300 PPM/*

2.3 **Aquatic Programming.** QAPM may offer swim programs before hours of operation during the “On Season”. QAPM may offer a swim program. All programs will be staffed by QAPM. QAPM follows guidelines established by the American Red Cross Learn to Swim Program. such Lessons will be conducted at an extra cost not to exceed the following rates:

- Private Lessons - \$150 per participant per session; 5 lessons
- Semi-Private Lessons- \$115 per participant per session, 6 lessons
- Group Lessons- \$86 per participant per session; 6 lessons (maximum 4 students per group)

See [www.qualityaquaticspm.com/lessons](http://www.qualityaquaticspm.com/lessons) for more information and registration.

2.4 **Pool Rental/Private Pool Parties.** For the purposes of this paragraph , “Private Party / Pool rental” is defined as (A) Any number of persons within the facility/pool area other than regular hours as defined in “Exhibit “A” (B) Any single group exceeding the guest limit within the facility/pool area during regular hours as defined in exhibit “A”. Upon execution of this agreement the facility management shall provide QAPM in writing with Private Party Guidelines. Guidelines should include acceptable terms for rental and guidelines including, but not limited to, rental time allowed (Days, Hours, etc.), maximum number of guests, party submission guidelines, etc. QAPM requires five (5) days written notice of all scheduled pool parties/rentals. QAPM reserves the right to waive this notice at its discretion. For all private parties / pool rentals the renter shall pay QAPM Thirty-Five dollars (\$35.00) administrative fee, which is non-refundable, plus Twenty Five dollars (\$25.00) per lifeguard hour (minimum of two guards and two hours) for each hour and each lifeguard required. One lifeguard is required per Twenty (20) people schedule to attend. If alcohol is scheduled to be served QAPM requires a Supervisor to be present at a rate of Thirty dollars (\$30.00) per hour. In the event of alcohol being served the host must also provide proof that a law enforcement agent has been hired for the party/event. **QAPM shall not provide lifeguards past 12:00 midnight.** QAPM shall schedule open hour pool parties at no additional cost to the association unless another lifeguard needs to be scheduled due to the ratio of people to lifeguards (one lifeguard for every 20 patrons inside the pool area). All QAPM insurance shall apply as described in the terms of this agreement.

See [www.qualityaquaticspm.com/parties](http://www.qualityaquaticspm.com/parties) for more information and registration.

2.5 **Additional Information.** It is QAPM will be responsible for setting out and returning trash receptacles at curbside service or into on site trash facilities. Trash collection for the facility is on (Please circle all that apply) Mon / Tue / Wed / Thu / Fri each week.

- 2.6** **Additional Staff.** To maintain safe and proper ratios set forth under American Red Cross guidelines, which is one (1) Lifeguard for every twenty (20) patrons, additional staff may be necessary to meet this ratio. **QAPM** will provide additional lifeguards, in its sole discretions as necessary to maintain safe and orderly conditions at POOL. All Lifeguards required in excess of this average guard ratio stated herein will be invoiced to CUSTOMER and CUSTOMER shall pay **QAPM** for such invoices (in addition to any other amount set forth in this agreement) at the rate \$16.70 per hour per lifeguard. All Lifeguards required in excess of this average guard ratio stated herein on a holiday (i.e. Memorial Day, Fourth of July, or Labor Day) will be invoiced to CUSTOMER and CUSTOMER shall pay **QAPM** for such invoices (in addition to any other amount set forth in this agreement) at the rate \$24.00 per hour per lifeguard. If the Facility has the need for additional staff or coverage when the pool is normally closed, it should be requested in writing at least seventy-two (72) hours in advance (i.e. rentals, events, etc.)
- 2.7** **Schedule and Staffing.** **QAPM** will provide lifeguards and other personnel as reasonably required to operate the facility in accordance with the pool schedules, hours of operation, and staffing requirements as shown in Exhibit "A". Facility agrees not to open the pool outside of the time periods as stated in Exhibit "A" and agrees to indemnify and hold harmless **QAPM** for any and all claims, whatsoever, that arise from the use of the pool outside the hours of operation on Exhibit "A". Facility further agrees to reimburse **QAPM** for all additional expenses arising as a result of the facility being used outside the hours of operation as described in Exhibit "A".
- 2.8** **Wading Pools. ("Baby Pool")** **QAPM** will maintain the wading pool and its pump, filter, and chemical feeders to maintain water quality. Client acknowledges that the wading pool is not in **QAPM** intended zone of safety for the facility in which **QAPM** staff will provide life saving services and has been informed that in order to provide lifesaving services for the wading pool would require additional staffing at an additional cost to the facility. The supervision and safeguarding of users of the wading pool shall be the responsibility of the parents/guardians of the children using the wading pool. The facility agrees that **QAPM** does not assume any responsibility and shall not be responsible for any injury or loss resulting from the use of the wading pool by its members. Facility agrees to indemnify and hold harmless **QAPM** from any and all claims for damages or injuries, or both, resulting from the use of the wading pool.
- 2.9** **Pool Telephones.** It is the responsibility of the facility as required by Texas State Law, to make certain that an emergency telephone is installed and in good working condition.
- 3.** **Term.** The term of this Agreement shall begin on the effective date indicated hereinabove and shall continue until twenty-four months (24) from the date commenced. At that time the contract shall be subject to renewal. After the expiration date of the contract if a new written contact is not signed **QAPM** will continue to service the pool on a month to month basis at an increase of 10% of the amounts set forth in section 4 herein until a new written agreement is executed by the parties.
- 4.** **Compensation of QAPM** Payment of each installment shall be due and payable by CUSTOMER to **QAPM** on or before the first (1<sup>st</sup>) day of each month as described in exhibit "B" attached). For balances thirty (30) days past due, a late charge of 1.9% shall accrue. If CUSTOMER fails to pay **QAPM** for two consecutive months, the **QAPM** may demand and CUSTOMER shall pay **QAPM** by cash or cashiers check.
- 5.** **Construction/Repair and Warranties.** CUSTOMER shall be fully responsible for seeking and obtaining any and all recourse available, including reimbursement, under any and all POOL construction, manufacturer and/or repair warranties for the service and/or Claims which arise

from, are in connection with and/or relate to POOL, pool equipment, warrant services and/or the Premises, unless such Claims are directly related to any repair and/or replacements negligently performed by QAPM

6. **Initial, Pool Inspection/Disclaimer of Warranties.** CUSTOMER is fully responsible and QAPM assumes no responsibility and shall not be liable for insuring that POOL and all POOL facilities and equipment fully comply with any and all applicable federal, state and local regulations and/or ordinances. Within approximately two (2) weeks after the Effective Date, QAPM will conduct an inspection of POOL (including all POOL equipment) to determine whether, in QAPM's sole opinion, any modifications and/or repairs are necessary to POOL and/or POOL equipment and whether such modifications and/or repairs must be completed before the POOL opens for "On-Season." Such inspection report shall be provided to CUSTOMER upon completion. (To be performed) "Initial Inspection."
7. **Damages due to Vandalism, Weather, and Acts of God.** QAPM shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the pool or related facilities. QAPM shall not be responsible for any additional expense to restore the pool and/or facility. QAPM shall report any damage as a result of the afore mentioned.
8. **Suspension of Services.** Should payment of installment be in excess of forty-five (45) days past due, any or all services to be provided may be suspended until all balances are current. Suspensions of said services will be at the discretion of QAPM. Such suspension or reinstatement of services will not terminate the contract.
9. **Facility Equipment.** Chemical delivery systems, pumps, filters, plumbing, drains, valves, skimmers, lifeguard stands, outbuildings, patio furniture and umbrellas are provided by the Facility as part of its equipment. QAPM is not responsible for failure of equipment due to deterioration or manufacturers defect. If requested, QAPM will submit a separate bid to repair or replace equipment at the Facility. All utility costs are the responsibility of the Facility.
10. **Termination.** Either party, as its sole discretion, may terminate this agreement by giving the other party thirty (30) days written notice of its desire to terminate. Except as hereinafter provided in section 8 to the contrary, all obligations and responsibilities between the parties shall expire as of the effective date of such termination, except the Facility's obligation to pay all unpaid compensation due to QAPM as of that date. The Facility acknowledges that for the purposes of removing its own equipment and property, QAPM may enter onto the premises free from interference from any party.
11. **Insurance Obligations & Coverage.** QAPM shall procure and maintain insurance to cover and protect against any and all claims for damage to or loss of property or personal or bodily injury and/or death arising out of contractor' negligence related to the work performed under this agreement. QAPM shall have CUSTOMERS named on the policy as of effective date of this agreement. QAPM will maintain and provide coverage of the following: \$1,000,000 General Liability Insurance per occurrence, Occupational Accident plan with limits not less than \$1,000,000 per injury. QAPM and customer shall maintain all such insurance coverage throughout the term of this contract, and shall promptly provide to each other, upon receipt of executed contract, evidence that any and is such coverage is in full force and effect, acknowledgement by all such carriers that ten (10) days written notice shall be given if any policy is to be changed or cancelled prior to its expiration date.

**11.1 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**11.2 Notices.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested. Addresses may have been theretofore specified by written notice delivered in accordance herewith. For purposes of the notice provisions of this agreement, the following addresses shall be the mailing addresses of the parties hereto until changed in accordance with the provisions of this agreement.

**Quality Aquatics Pool Management.  
LLC:**

5116 Bissonnet #416  
Bellaire, TX 77401

**Westbank Homeowners Association, Inc  
Synergy Management Services, Inc:**

4604 F.M. 1960 West, Suite 308  
Houston, TX 77069

**11.3 Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original.

**11.4 Gender.** Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words include the plural, and all plural words shall include the singular.

**11.5 Period for Bringing Claims.** In the event that the Facility becomes dissatisfied with services provided, the Facility has thirty (30) days in which to notify **QAPM** in writing, of such dissatisfaction for the purpose of rectification by **QAPM**. Another period of thirty (30) days following the date of notification will be allowed for the bringing of legal claims against **QAPM**. Anytime thereafter, all claims shall be void.

**11.6 Governing Law: Venue** This agreement will be governed by and construed in accordance with the laws (Other than the laws of conflicts) of the State of Texas. The parties hereto agree that any legal action or proceeding involving this agreement shall be brought and enforced in any state or federal court in Harris County, Texas, and the parties hereby accept and submit generally and unconditionally to the jurisdiction of such courts.

**11.7 Attorney's Fees.** In the event of any litigation in relation to this Agreement, the unsuccessful party, in addition to all other sums that either party may be called on to pay, shall be required to pay a reasonable sum or the successful party's attorney's fees.

**11.8 Force Majeure.** No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any acts of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

**11.9 Additional Documents.** Each party hereto agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

**11.10 Entire Agreement.** This instrument constitutes the sole and only agreement of the parties hereto relating to the subject matter hereto and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect.

**11.11 Representation on Authority of Parties/Signatories.** Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations hereunder have been duly authorized binding on such party and enforceable in accordance with its terms.

Executed effective as of the date indicated on the hereinabove.

**COMPANY: Quality Aquatics Pool Management LLC:**

Rachael Morant  
Name:

Director of Commercial Operations  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FACILITY: Westbank Homeowners Association, Inc**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:



Westbank HOA

| Date           | Day       | Pool Hours     | LG Hours | # of Guards | Gate Attendant |
|----------------|-----------|----------------|----------|-------------|----------------|
| 1/1/10-5/14/10 | All Days  | Closed         | 0        | 0           | 0              |
| 14-May         | Saturday  | Closed         | 0        | 0           | 12:00pm-5:00pm |
| 15-May         | Sunday    | Closed         | 0        | 0           | 0              |
| 16-May         | Monday    | Closed         | 0        | 0           | 0              |
| 17-May         | Tuesday   | Closed         | 0        | 0           | 0              |
| 18-May         | Wednesday | Closed         | 0        | 0           | 6:00pm-9:00pm  |
| 19-May         | Thursday  | Closed         | 0        | 0           | 0              |
| 20-May         | Friday    | Closed         | 0        | 0           | 0              |
| 21-May         | Saturday  | Closed         | 0        | 0           | 3:00pm-7:00pm  |
| 22-May         | Sunday    | Closed         | 0        | 0           | 0              |
| 23-May         | Monday    | Closed         | 0        | 0           | 0              |
| 24-May         | Tuesday   | Closed         | 0        | 0           | 0              |
| 25-May         | Wednesday | Closed         | 0        | 0           | 0              |
| 26-May         | Thursday  | Closed         | 0        | 0           | 0              |
| 27-May         | Friday    | Closed         | 0        | 0           | 0              |
| 28-May         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 29-May         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm |
| 30-May         | Monday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 31-May         | Tuesday   | Closed         | 0        | 0           | Closed         |
| 1-Jun          | Wednesday | Closed         | 0        | 0           | Closed         |
| 2-Jun          | Thursday  | Closed         | 0        | 0           | Closed         |
| 3-Jun          | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 4-Jun          | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 5-Jun          | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm |
| 6-Jun          | Monday    | Closed         | 0        | 0           | Closed         |
| 7-Jun          | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 8-Jun          | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 9-Jun          | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 10-Jun         | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 11-Jun         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 12-Jun         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm |
| 13-Jun         | Monday    | Closed         | 0        | 0           | Closed         |
| 14-Jun         | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 15-Jun         | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 16-Jun         | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 17-Jun         | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 18-Jun         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 19-Jun         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm |
| 20-Jun         | Monday    | Closed         | 0        | 0           | Closed         |
| 21-Jun         | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 22-Jun         | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 23-Jun         | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 24-Jun         | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 25-Jun         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 26-Jun         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm |
| 27-Jun         | Monday    | Closed         | 0        | 0           | Closed         |
| 28-Jun         | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 29-Jun         | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 30-Jun         | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 1-Jul          | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 2-Jul          | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 3-Jul          | Sunday    | 12:00pm-8:00pm | 8        | 3           | 12:00pm-8:00pm |
| 4-Jul          | Monday    | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |
| 5-Jul          | Tuesday   | Closed         | 0        | 0           | Closed         |
| 6-Jul          | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 7-Jul          | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 8-Jul          | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  |
| 9-Jul          | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  |

March, 2011 DIRECTOR'S Package

Westbank HOA

|        |           |                |   |   |                |
|--------|-----------|----------------|---|---|----------------|
| 10-Jul | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 11-Jul | Monday    | Closed         | 0 | 0 | Closed         |
| 12-Jul | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 13-Jul | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 14-Jul | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 15-Jul | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 16-Jul | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 17-Jul | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 18-Jul | Monday    | Closed         | 0 | 0 | Closed         |
| 19-Jul | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 20-Jul | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 21-Jul | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 22-Jul | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 23-Jul | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 24-Jul | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 25-Jul | Monday    | Closed         | 0 | 0 | Closed         |
| 26-Jul | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 27-Jul | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 28-Jul | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 29-Jul | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 30-Jul | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 31-Jul | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 1-Aug  | Monday    | Closed         | 0 | 0 | Closed         |
| 2-Aug  | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 3-Aug  | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 4-Aug  | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 5-Aug  | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 6-Aug  | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 7-Aug  | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 8-Aug  | Monday    | Closed         | 0 | 0 | Closed         |
| 9-Aug  | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 10-Aug | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 11-Aug | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 12-Aug | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 13-Aug | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 14-Aug | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 15-Aug | Monday    | Closed         | 0 | 0 | Closed         |
| 16-Aug | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 17-Aug | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 18-Aug | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 19-Aug | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  |
| 20-Aug | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 21-Aug | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 22-Aug | Monday    | Closed         | 0 | 0 | Closed         |
| 23-Aug | Tuesday   | Closed         | 0 | 0 | Closed         |
| 24-Aug | Wednesday | Closed         | 0 | 0 | Closed         |
| 25-Aug | Thursday  | Closed         | 0 | 0 | Closed         |
| 26-Aug | Friday    | Closed         | 0 | 0 | Closed         |
| 27-Aug | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 28-Aug | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 29-Aug | Monday    | Closed         | 0 | 0 | Closed         |
| 30-Aug | Tuesday   | Closed         | 0 | 0 | Closed         |
| 31-Aug | Wednesday | Closed         | 0 | 0 | Closed         |
| 1-Sep  | Thursday  | Closed         | 0 | 0 | Closed         |
| 2-Sep  | Friday    | Closed         | 0 | 0 | Closed         |
| 3-Sep  | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |
| 4-Sep  | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm |
| 5-Sep  | Monday    | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  |

| Date           | Day       | Pool Hours     | LG Hours | # of Guards | Gate Attendant | GA Hours |
|----------------|-----------|----------------|----------|-------------|----------------|----------|
| 1/1/12-5/11/12 | All Days  | Closed         | 0        | 0           | 0              | 0        |
| 12-May         | Saturday  | Closed         | 0        | 0           | 12:00pm-5:00pm | 5        |
| 13-May         | Sunday    | Closed         | 0        | 0           | 0              | 0        |
| 14-May         | Monday    | Closed         | 0        | 0           | 0              | 0        |
| 15-May         | Tuesday   | Closed         | 0        | 0           | 0              | 0        |
| 16-May         | Wednesday | Closed         | 0        | 0           | 6:00pm-9:00pm  | 3        |
| 17-May         | Thursday  | Closed         | 0        | 0           | 0              | 0        |
| 18-May         | Friday    | Closed         | 0        | 0           | 0              | 0        |
| 19-May         | Saturday  | Closed         | 0        | 0           | 3:00pm-7:00pm  | 4        |
| 20-May         | Sunday    | Closed         | 0        | 0           | 0              | 0        |
| 21-May         | Monday    | Closed         | 0        | 0           | 0              | 0        |
| 22-May         | Tuesday   | Closed         | 0        | 0           | 0              | 0        |
| 23-May         | Wednesday | Closed         | 0        | 0           | 0              | 0        |
| 24-May         | Thursday  | Closed         | 0        | 0           | 0              | 0        |
| 25-May         | Friday    | Closed         | 0        | 0           | 0              | 0        |
| 26-May         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |
| 27-May         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm | 8        |
| 28-May         | Monday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 29-May         | Tuesday   | Closed         | 0        | 0           | Closed         | 0        |
| 30-May         | Wednesday | Closed         | 0        | 0           | Closed         | 0        |
| 31-May         | Thursday  | Closed         | 0        | 0           | Closed         | 0        |
| 1-Jun          | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 2-Jun          | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |
| 3-Jun          | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm | 8        |
| 4-Jun          | Monday    | Closed         | 0        | 0           | Closed         | 0        |
| 5-Jun          | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 6-Jun          | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 7-Jun          | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 8-Jun          | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 9-Jun          | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |
| 10-Jun         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm | 8        |
| 11-Jun         | Monday    | Closed         | 0        | 0           | Closed         | 0        |
| 12-Jun         | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 13-Jun         | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 14-Jun         | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 15-Jun         | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 16-Jun         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |
| 17-Jun         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm | 8        |
| 18-Jun         | Monday    | Closed         | 0        | 0           | Closed         | 0        |
| 19-Jun         | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 20-Jun         | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 21-Jun         | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 22-Jun         | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 23-Jun         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |
| 24-Jun         | Sunday    | 12:00pm-8:00pm | 8        | 2           | 12:00pm-8:00pm | 8        |
| 25-Jun         | Monday    | Closed         | 0        | 0           | Closed         | 0        |
| 26-Jun         | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 27-Jun         | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 28-Jun         | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 29-Jun         | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 30-Jun         | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |
| 1-Jul          | Sunday    | 12:00pm-8:00pm | 8        | 3           | 12:00pm-8:00pm | 8        |
| 2-Jul          | Monday    | Closed         | 0        | 0           | Closed         | 0        |
| 3-Jul          | Tuesday   | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 4-Jul          | Wednesday | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 5-Jul          | Thursday  | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 6-Jul          | Friday    | 1:00pm-9:00pm  | 8        | 2           | 1:00pm-9:00pm  | 8        |
| 7-Jul          | Saturday  | 1:00pm-9:00pm  | 8        | 3           | 1:00pm-9:00pm  | 8        |

|                 |           |                |   |   |                |   |
|-----------------|-----------|----------------|---|---|----------------|---|
| 8-Jul           | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 9-Jul           | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 10-Jul          | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 11-Jul          | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 12-Jul          | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 13-Jul          | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 14-Jul          | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 15-Jul          | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 16-Jul          | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 17-Jul          | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 18-Jul          | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 19-Jul          | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 20-Jul          | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 21-Jul          | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 22-Jul          | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 23-Jul          | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 24-Jul          | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 25-Jul          | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 26-Jul          | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 27-Jul          | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 28-Jul          | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 29-Jul          | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 30-Jul          | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 31-Jul          | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 1-Aug           | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 2-Aug           | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 3-Aug           | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 4-Aug           | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 5-Aug           | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 6-Aug           | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 7-Aug           | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 8-Aug           | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 9-Aug           | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 10-Aug          | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 11-Aug          | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 12-Aug          | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 13-Aug          | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 14-Aug          | Tuesday   | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 15-Aug          | Wednesday | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 16-Aug          | Thursday  | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 17-Aug          | Friday    | 1:00pm-9:00pm  | 8 | 2 | 1:00pm-9:00pm  | 8 |
| 18-Aug          | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 19-Aug          | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 20-Aug          | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 21-Aug          | Tuesday   | Closed         | 0 | 0 | Closed         | 0 |
| 22-Aug          | Wednesday | Closed         | 0 | 0 | Closed         | 0 |
| 23-Aug          | Thursday  | Closed         | 0 | 0 | Closed         | 0 |
| 24-Aug          | Friday    | Closed         | 0 | 0 | Closed         | 0 |
| 25-Aug          | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 26-Aug          | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 27-Aug          | Monday    | Closed         | 0 | 0 | Closed         | 0 |
| 28-Aug          | Tuesday   | Closed         | 0 | 0 | Closed         | 0 |
| 29-Aug          | Wednesday | Closed         | 0 | 0 | Closed         | 0 |
| 30-Aug          | Thursday  | Closed         | 0 | 0 | Closed         | 0 |
| 31-Aug          | Friday    | Closed         | 0 | 0 | Closed         | 0 |
| 1-Sep           | Saturday  | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 2-Sep           | Sunday    | 12:00pm-8:00pm | 8 | 2 | 12:00pm-8:00pm | 8 |
| 3-Sep           | Monday    | 1:00pm-9:00pm  | 8 | 3 | 1:00pm-9:00pm  | 8 |
| 9/4/12-12/31/12 | All Days  | Closed         | 0 | 0 | 0              | 0 |

| <b>Westbank HOA</b> |             |                    |                    |                    |
|---------------------|-------------|--------------------|--------------------|--------------------|
| <b>Month</b>        | <b>Year</b> | <b>Maintenance</b> | <b>Management</b>  | <b>Total</b>       |
| May                 | 2011        | \$600.00           | \$3,500.00         | <b>\$4,100.00</b>  |
| June                | 2011        | \$600.00           | \$8,600.00         | <b>\$9,200.00</b>  |
| July                | 2011        | \$600.00           | \$8,600.00         | <b>\$9,200.00</b>  |
| August              | 2011        | \$600.00           | \$6,900.00         | <b>\$7,500.00</b>  |
| September           | 2011        | \$600.00           | \$3,500.00         | <b>\$4,100.00</b>  |
| October             | 2011        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| November            | 2011        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| December            | 2011        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| January             | 2012        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| February            | 2012        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| March               | 2012        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| April               | 2012        | \$600.00           | \$0.00             | <b>\$600.00</b>    |
| May                 | 2012        | \$640.00           | \$3,500.00         | <b>\$4,140.00</b>  |
| June                | 2012        | \$640.00           | \$8,750.00         | <b>\$9,390.00</b>  |
| July                | 2012        | \$640.00           | \$8,750.00         | <b>\$9,390.00</b>  |
| August              | 2012        | \$640.00           | \$7,200.00         | <b>\$7,840.00</b>  |
| September           | 2012        | \$640.00           | \$3,500.00         | <b>\$4,140.00</b>  |
| October             | 2012        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| November            | 2012        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| December            | 2012        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| January             | 2013        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| February            | 2013        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| March               | 2013        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| April               | 2013        | \$640.00           | \$0.00             | <b>\$640.00</b>    |
| <b>Total</b>        |             | <b>\$14,880.00</b> | <b>\$31,100.00</b> | <b>\$77,680.00</b> |

**I have received corrections from several of the Westbank Rules and Regulations committee members. Hopefully those should all be received within the next week or two and we can get the publication "on the road."**

**I have chatted and communicated by mail and e-mail with several different publishers. Paulann and I together have decided on what type of paper to use for the cover and the pages of our publication. I have included samples below for your information. While the papers below are far better than you see in most magazines, the relative price differences based upon paper used are minimal. The printing is the major part of the price.**

**Our original Korean Printer is turning out not to be as great a deal as I originally thought. At the same time I have been getting better and better prices from US and even San Antonio printers.**

**For the cover: 10 Pt UV Coated Glossy Cover Stock**

**For the pages: 70# Glossy Text Stock**