



BEVERLY OAKS

Homeowners Association

Mr. Roy Wilson
1900 Wilshire Lane
Irving, TX 75061

November 23, 2009

Dear Roy,

Thank you for your letter and your comments regarding the State of the Association, and for providing your understanding of the issues the community faces, and the history behind some of these developments. It was very helpful for all.

Roy, you raised a question in your email about the paint history that was reported for the years 2003 – 2005 and I wanted to provide you the details of our analysis. This is vitally important information because the future paint rotation will be build based on the history.

We determined the paint schedule by looking at the contracts and cross referenced them with the amount of money expensed each year on the general ledger/tax return. It was a very straight forward process. These general ledger/tax returns and contracts for 2003-2008 are attached for your review and they are summarized below as well:

<u>Year</u>	<u>Contractor</u>	<u>Units</u>	<u>Cost</u>	<u>Addresses</u>
2003	MYW	12	\$9,600	1900,1902,1904,1906,1908,1910,1912,1914,1916,1918,1920,1922
2004	MYW	12	\$9,600	101,103,105,107,109,111,113,115,117,119,121,123
2004	MYW	15	\$12,000	1500,1501,1502,1504,1506,1508,1510,1512,1514,1516,1518,1520,1522,1524,1526
2004	MYW	11	\$8,800	1600, 1602, 1604, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620
2005	MYW	0	\$8,075	Painting of Rocky Mountain Trim Color on all windows
2006	-	-	-	-
2007	-	-	-	-
2008	MYW	23	\$26,335	100, 102,104,106,108,110,112,114,116,118,120,122,2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021
Total		73		

In your e-mail ([see email dated 11-11-09](#)) you stated that all 96 homes were painted in the 3 year period between 2003 – 2005 to the best of your recollection.

The records show that 50 homes were painted in that time frame.

In Steve Hillier's e-mail ([see email dated 11-11-09](#)), he states his belief that (1) 96 homes were painted in the 6 year period between 2003 – 2008 , (2) that Charter Paint Co. painted 1901 – 1919 Wilshire (odd side) in 2003, and that (3) 121 Brent wood was only painted twice since 1989.

The records show that 73 homes were painted in this time frame, MYW painted the even numbers on the 1900 block of Wilshire (not the odd) in 2003 (the last year that Charter painted was 2002 when they painted 1609 – 1623 Brentwood - odd side of the street). 121 Brentwood was painted '87, '94, '99, '04.

After looking at the information supplied by yourself and Steve and carefully rechecking all the records, there is nothing to suggest changing the painting history as published in June and represented in the "State of the Association" published in October .

We all appreciate and respect the questions – it was reasonable to ask - and it is important that we get it correct so that the future schedule is fair to all owners.

And I thank you for providing your personal association files to us last June. They were instrumental in the construction of the painting history. If additional information turns up, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Bauer", with a long horizontal flourish extending to the right.

Robert Bauer
Board President

The Beverly Oaks Homeowners Association Paint History

		Year Painted - >																							
		1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	
# Homes Painted - >		31	0	15	15	27	10	16	20	12	0	0	15	24	8	12	12	12	38	0	0	0	23	0	
101	Brentwood Ct	1							2					3					4						
103	Brentwood Ct	1							2					3					4						
105	Brentwood Ct	1							2					3					4						
107	Brentwood Ct	1							2					3					4						
109	Brentwood Ct	1							2					3					4						
111	Brentwood Ct	1							2					3					4						
113	Brentwood Ct	1							2					3					4						
115	Brentwood Ct	1							2					3					4						
117	Brentwood Ct	1							2					3					4						
119	Brentwood Ct	1							2					3					4						
121	Brentwood Ct	1							2					3					4						
123	Brentwood Ct	1							2					3					4						
100	Wilshire Court		1						2					3					4						
102	Wilshire Court		1						2					3					4						
104	Wilshire Court		1						2					3					4						
106	Wilshire Court		1						2					3					4						
108	Wilshire Court		1						2					3					4						
110	Wilshire Court		1						2					3					4						
112	Wilshire Court		1						2					3					4						
114	Wilshire Court		1						2					3					4						
116	Wilshire Court		1						2					3					4						
118	Wilshire Court		1						2					3					4						
120	Wilshire Court		1						2					3					4						
122	Wilshire Court		1						2					3					4						

The Beverly Oaks Homeowners Association Paint History

Year Painted - > 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009
 # Homes Painted - > 31 0 15 15 27 10 16 20 12 0 0 15 24 8 12 12 12 38 0 0 0 23 0

Year	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
1500 Brentwood	1						2					3						4					
1501 Brentwood	1						2					3						4					
1502 Brentwood	1						2					3						4					
1504 Brentwood	1						2					3						4					
1506 Brentwood	1						2					3						4					
1508 Brentwood	1						2					3						4					
1510 Brentwood	1						2					3						4					
1512 Brentwood	1						2					3						4					
1514 Brentwood	1						2					3						4					
1516 Brentwood	1						2					3						4					
1518 Brentwood	1						2					3						4					
1520 Brentwood	1						2					3						4					
1522 Brentwood	1		2									3						4					
1524 Brentwood	1		2									3						4					
1526 Brentwood	1		2									3						4					

1601 Brentwood			1																					2
1603 Brentwood			1																					2
1605 Brentwood			1																					2
1607 Brentwood			1																					2
1609 Brentwood				1																				2
1611 Brentwood				1																				2
1613 Brentwood				1																				2
1615 Brentwood				1																				2
1617 Brentwood				1																				2
1619 Brentwood				1																				2
1621 Brentwood				1																				2
1623 Brentwood				1																				2

← 12 Years →

← 11 Years →

1600 Brentwood			1																					2	3
1602 Brentwood			1																					2	3
1604 Brentwood			1																					2	3
1606 Brentwood			1							2														3	4
1608 Brentwood			1							2														3	4
1610 Brentwood			1							2														3	4
1612 Brentwood			1							2														3	4
1614 Brentwood			1							2														3	4
1616 Brentwood			1							2														3	4
1618 Brentwood			1							2														3	4
1620 Brentwood			1							2														3	4

← 10 Years →

← 10 Years →

The Beverly Oaks Homeowners Association Paint History

Year Painted - >	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
# Homes Painted - >	31	0	15	15	27	10	16	20	12	0	0	15	24	8	12	12	12	38	0	0	0	23	0

1901	Wilshire				1	← 17+ Years →																	
1903	Wilshire				1																		
1905	Wilshire				1																		
1907	Wilshire				1																		
1909	Wilshire				1																		
1911	Wilshire				1																		
1913	Wilshire				1																		
1915	Wilshire				1																		
1917	Wilshire				1																		
1919	Wilshire				1								2										

1900	Wilshire	1					2					3					4						
1902	Wilshire	1					2					3					4						
1904	Wilshire	1					2					3					4						
1906	Wilshire	1					2					3					4						
1908	Wilshire				1							2					3						
1910	Wilshire				1							2					3						
1912	Wilshire				1							2					3						
1914	Wilshire				1							2					3						
1916	Wilshire				1							2					3						
1918	Wilshire				1							2					3						
1920	Wilshire				1							2					3						
1922	Wilshire				1							2					3						

2001	Wilshire				1	← 17 Years →																	2
2003	Wilshire				1																		2
2005	Wilshire				1																		2
2007	Wilshire				1																		2
2009	Wilshire				1																		2
2011	Wilshire				1																		2
2013	Wilshire				1																		2
2015	Wilshire				1																		2
2017	Wilshire				1																		2
2019	Wilshire				1																		2
2021	Wilshire				1																		2

- 1 = First repaint
- 2 = Second repaint
- 3 = Third repaint
- 4 = Fourth repaint

Table does not include the trim color change or any homeowner painting

2008 Painting

Income Statement Report Beverly Oaks HOA - Final

December 01, 2008 thru December 31, 2008

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Income								
Scheduled Income								
40000 - Regular Assessment	4,275.00	4,275.00	0.00	51,300.00	51,300.00	0.00	51,300.00	0.00
40001 - Dues Discount	(45.00)	(130.00)	85.00	(1,395.00)	(1,560.00)	165.00	(1,560.00)	(165.00)
Total Scheduled Income	4,230.00	4,145.00	85.00	49,905.00	49,740.00	165.00	49,740.00	(165.00)
Other Association Income								
40010 - Late Fees	(3.45)	10.00	(13.45)	503.88	120.00	383.88	120.00	(383.88)
40055 - Fines	0.00	0.00	0.00	645.39	0.00	645.39	0.00	(645.39)
41020 - NSF Fees	0.00	0.00	0.00	25.00	0.00	25.00	0.00	(25.00)
Total Other Association Income	(3.45)	10.00	(13.45)	1,174.27	120.00	1,054.27	120.00	(1,054.27)
Miscellaneous Income								
43000 - Interest Income	5.62	80.00	(74.38)	1,298.92	960.00	338.92	960.00	(338.92)
Total Miscellaneous Income	5.62	80.00	(74.38)	1,298.92	960.00	338.92	960.00	(338.92)
Total Income	4,232.17	4,235.00	(2.83)	52,378.19	50,820.00	1,558.19	50,820.00	(1,558.19)
Expense								
Administrative Expenses								
50010 - Answering Service	0.00	0.00	0.00	16.00	0.00	16.00	0.00	(16.00)
50035 - Bad Debt Expense	0.00	40.00	(40.00)	916.68	480.00	436.68	480.00	(436.68)
50070 - Bank/Check Charges	0.00	0.00	0.00	5.00	0.00	5.00	0.00	(5.00)
50080 - Collection Services	0.00	10.00	(10.00)	543.87	120.00	423.87	120.00	(423.87)
50110 - Copies & Postage	382.73	150.00	232.73	2,770.24	1,800.00	970.24	1,800.00	(970.24)
50120 - Data Processing	1,024.26	80.00	944.26	1,952.91	960.00	992.91	960.00	(992.91)
50210 - Rental/Storage	172.42	15.00	157.42	547.93	180.00	367.93	180.00	(367.93)
50270 - Meetings	0.00	0.00	0.00	150.00	300.00	(150.00)	300.00	150.00
50290 - Miscellaneous Expense	133.09	20.00	113.09	133.09	240.00	(106.91)	240.00	106.91
50355 - Social Committee	0.00	0.00	0.00	401.39	0.00	401.39	0.00	(401.39)
50400 - Member Relations	0.00	0.00	0.00	35.71	0.00	35.71	0.00	(35.71)
Total Administrative Expenses	1,712.50	315.00	1,397.50	7,472.82	4,080.00	3,392.82	4,080.00	(3,392.82)

Income Statement Report Beverly Oaks HOA - Final

December 01, 2008 thru December 31, 2008

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Expense								
Professional Services								
50001 - Accounting/Audit	0.00	0.00	0.00	275.00	360.00	(85.00)	360.00	85.00
50240 - Legal & Professional	0.00	150.00	(150.00)	0.00	1,800.00	(1,800.00)	1,800.00	1,800.00
51000 - Management Fees	617.50	640.00	(22.50)	7,410.00	7,680.00	(270.00)	7,680.00	270.00
51010 - Management Fees - Other	2,000.00	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00	(2,000.00)
Total Professional Services	2,617.50	790.00	1,827.50	9,685.00	9,840.00	(155.00)	9,840.00	155.00
Taxes and Insurance								
52060 - General Liability Insurance	0.00	0.00	0.00	2,433.52	2,520.00	(86.48)	2,520.00	86.48
81000 - Franchise Taxes	0.00	0.00	0.00	5.14	0.00	5.14	0.00	(5.14)
81020 - Taxes - Other	0.00	20.00	(20.00)	603.00	240.00	363.00	240.00	(363.00)
Total Taxes and Insurance	0.00	20.00	(20.00)	3,041.66	2,760.00	281.66	2,760.00	(281.66)
Utilities								
60000 - Electricity	(602.26)	60.00	(662.26)	619.36	720.00	(100.64)	720.00	100.64
60040 - Faxes / Telephone	0.22	0.00	0.22	44.22	0.00	44.22	0.00	(44.22)
60060 - Water/Sewer	748.46	280.00	468.46	6,426.26	3,360.00	3,066.26	3,360.00	(3,066.26)
Total Utilities	146.42	340.00	(193.58)	7,089.84	4,080.00	3,009.84	4,080.00	(3,009.84)
Contracts								
65200 - Lawn Maintenance Contract	1,071.68	1,400.00	(328.32)	16,356.72	16,800.00	(443.28)	16,800.00	443.28
65250 - Tree Trimming Contract	0.00	50.00	(50.00)	325.00	600.00	(275.00)	600.00	275.00
Total Contracts	1,071.68	1,450.00	(378.32)	16,681.72	17,400.00	(718.28)	17,400.00	718.28
Repairs & Maintenance								
70110 - Electrical	0.00	20.00	(20.00)	645.39	240.00	405.39	240.00	(405.39)
70140 - Fence/Gates/Walls	0.00	30.00	(30.00)	0.00	360.00	(360.00)	360.00	360.00
70220 - Landscaping / Seasonal	0.00	0.00	0.00	3,747.90	1,440.00	2,307.90	1,440.00	(2,307.90)
70265 - Miscellaneous Maintenance Expense	0.00	40.00	(40.00)	0.00	480.00	(480.00)	480.00	480.00
70280 - Pavement	0.00	300.00	(300.00)	1,492.16	3,600.00	(2,107.84)	3,600.00	2,107.84

Income Statement Report Beverly Oaks HOA - Final

December 01, 2008 thru December 31, 2008

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Expense								
Repairs & Maintenance								
70350 - Sprinkler / Irrigation Repair	416.76	400.00	16.76	4,094.76	4,800.00	(705.24)	4,800.00	705.24
Total Repairs & Maintenance	416.76	790.00	(373.24)	9,980.21	10,920.00	(939.79)	10,920.00	939.79
Other Expenses								
70335 - Signs	0.00	80.00	(80.00)	0.00	960.00	(960.00)	960.00	960.00
Total Other Expenses	0.00	80.00	(80.00)	0.00	960.00	(960.00)	960.00	960.00
Capital Improvements								
90180 - Capital Imp,-Waterproof/Paint Bldg.	0.00	0.00	0.00	26,225.00	0.00	26,225.00	0.00	(26,225.00)
Total Capital Improvements	0.00	0.00	0.00	26,225.00	0.00	26,225.00	0.00	(26,225.00)
Reserve Contributions								
90600 - Restricted Replacement Reserve	0.00	65.00	(65.00)	0.00	780.00	(780.00)	780.00	780.00
Total Reserve Contributions	0.00	65.00	(65.00)	0.00	780.00	(780.00)	780.00	780.00
Total Expense	5,964.86	3,850.00	2,114.86	80,176.25	50,820.00	29,356.25	50,820.00	(29,356.25)
Net Income / (Loss)	(1,732.69)	385.00	(2,117.69)	(27,798.06)	0.00	(27,798.06)	0.00	27,798.06


MYW CONTRACTORS

P.O. BOX 565103
 DALLAS, TX 75356-5103
 (214) 905-2017
 FAX (214) 634-2608

INVOICE 1131274

TO
 Operations

VENDOR # MYW	INVOICE DATE 02/01/08
SHIP TO Beverly Oaks Association 2025 Wilshire Drive Irving, Texas 75061	

ACCT #	SHIP DATE	LOCATION	TERMS	PURCHASE ORDER #	
101	02/01/08	Buildings	Upon Receipt		
QTY	DESCRIPTION			UNIT PRICE	AMOUNT
23	Paint and repair 23 Townhomes in 2000 block of Wilshire and Wilshire Court. Paint/Condos/Townhomes Paint with Kelly-Moore Paint			545.00	12,535.00
23	Repairs/Carpentry Front Siding and Trim facing street only. Additional repairs to be done will be at \$3.00 per linear foot. Work done will be approved and paid for by home owner. Cost per unit. \$1,1145.00 Total Cost-\$26,335.00			600.00	13,800.00
<div style="border: 1px solid black; background-color: yellow; padding: 5px; margin: 10px 0;"> 23 Homes Painted 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021 </div>					
					
				Subtotal	26,335.00
				TOTAL	\$ 26,335.00

Thank You

2007 Painting

Income Statement Report Beverly Oaks HOA

December 01, 2007 thru December 31, 2007

No painting in 2007

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Income								
Scheduled Income								
40000 - Regular Assessment	4,275.00	4,275.00	0.00	51,255.00	51,300.00	(45.00)	51,300.00	45.00
40001 - Dues Discount	0.00	(144.00)	144.00	(1,530.00)	(1,725.00)	195.00	(1,725.00)	(195.00)
Total Scheduled Income	4,275.00	4,131.00	144.00	49,725.00	49,575.00	150.00	49,575.00	(150.00)
Other Association Income								
40010 - Late Fees	59.74	15.00	44.74	195.08	180.00	15.08	180.00	(15.08)
41020 - NSF Fees	0.00	0.00	0.00	25.00	0.00	25.00	0.00	(25.00)
Total Other Association Income	59.74	15.00	44.74	220.08	180.00	40.08	180.00	(40.08)
Miscellaneous Income								
42020 - Miscellaneous Income	0.00	0.00	0.00	(301.92)	0.00	(301.92)	0.00	301.92
43000 - Interest Income	1,509.90	6.00	1,503.90	2,586.05	72.00	2,514.05	72.00	(2,514.05)
Total Miscellaneous Income	1,509.90	6.00	1,503.90	2,284.13	72.00	2,212.13	72.00	(2,212.13)
Total Income	5,844.64	4,152.00	1,692.64	52,229.21	49,827.00	2,402.21	49,827.00	(2,402.21)
Expense								
Administrative Expenses								
50010 - Answering Service	16.00	0.00	16.00	48.00	0.00	48.00	0.00	(48.00)
50035 - Bad Debt Expense	0.00	0.00	0.00	405.00	0.00	405.00	0.00	(405.00)
50070 - Bank/Check Charges	0.00	12.00	(12.00)	5.00	150.00	(145.00)	150.00	145.00
50080 - Collection Services	(340.26)	7.00	(347.26)	(147.26)	80.00	(227.26)	80.00	227.26
50110 - Copies & Postage	305.01	106.00	199.01	1,828.74	1,272.00	556.74	1,272.00	(556.74)
50120 - Data Processing	0.00	9.00	(9.00)	535.75	112.00	423.75	112.00	(423.75)
50210 - Rental/Storage	0.75	0.00	0.75	65.21	0.00	65.21	0.00	(65.21)
50270 - Meetings	0.00	17.00	(17.00)	150.00	200.00	(50.00)	200.00	50.00
50290 - Miscellaneous Expense	0.00	33.00	(33.00)	36.74	400.00	(363.26)	400.00	363.26
50400 - Member Relations	0.00	0.00	0.00	179.76	0.00	179.76	0.00	(179.76)
Total Administrative Expenses	(18.50)	184.00	(202.50)	3,106.94	2,214.00	892.94	2,214.00	(892.94)

Income Statement Report Beverly Oaks HOA

December 01, 2007 thru December 31, 2007

No painting in 2007

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Expense								
Professional Services								
50001 - Accounting/Audit	0.00	79.00	(79.00)	128.00	950.00	(822.00)	950.00	822.00
50240 - Legal & Professional	0.00	33.00	(33.00)	876.30	400.00	476.30	400.00	(476.30)
51000 - Management Fees	617.50	650.00	(32.50)	7,410.00	7,800.00	(390.00)	7,800.00	390.00
Total Professional Services	617.50	762.00	(144.50)	8,414.30	9,150.00	(735.70)	9,150.00	735.70
Taxes and Insurance								
52060 - General Liability Insurance	0.00	233.00	(233.00)	2,433.96	2,800.00	(366.04)	2,800.00	366.04
81030 - Income Taxes	0.00	0.00	0.00	230.80	0.00	230.80	0.00	(230.80)
Total Taxes and Insurance	0.00	233.00	(233.00)	2,664.76	2,800.00	(135.24)	2,800.00	135.24
Utilities								
60000 - Electricity	(665.80)	71.00	(736.80)	516.48	850.00	(333.52)	850.00	333.52
60040 - Faxes / Telephone	0.00	0.00	0.00	10.14	0.00	10.14	0.00	(10.14)
60060 - Water/Sewer	1,180.10	421.00	759.10	2,847.21	5,050.00	(2,202.79)	5,050.00	2,202.79
Total Utilities	514.30	492.00	22.30	3,373.83	5,900.00	(2,526.17)	5,900.00	2,526.17
Contracts								
65200 - Lawn Maintenance Contract	1,385.00	1,385.00	0.00	14,903.76	16,620.00	(1,716.24)	16,620.00	1,716.24
65250 - Tree Trimming Contract	0.00	21.00	(21.00)	0.00	250.00	(250.00)	250.00	250.00
Total Contracts	1,385.00	1,406.00	(21.00)	14,903.76	16,870.00	(1,966.24)	16,870.00	1,966.24
Repairs & Maintenance								
70080 - Common Area Maintenance	0.00	0.00	0.00	266.84	0.00	266.84	0.00	(266.84)
70110 - Electrical	0.00	50.00	(50.00)	153.35	600.00	(446.65)	600.00	446.65
70140 - Fence/Gates/Walls	0.00	333.00	(333.00)	0.00	4,000.00	(4,000.00)	4,000.00	4,000.00
70220 - Landscaping / Seasonal	55.00	105.52	(50.52)	6,528.16	1,266.52	5,261.64	1,266.52	(5,261.64)
70255 - Mechanical	0.00	25.00	(25.00)	0.00	300.00	(300.00)	300.00	300.00
70265 - Miscellaneous Maintenance Expense	0.00	21.00	(21.00)	0.00	250.00	(250.00)	250.00	250.00
70280 - Pavement	0.00	205.00	(205.00)	2,908.00	2,458.00	450.00	2,458.00	(450.00)

Income Statement Report Beverly Oaks HOA

December 01, 2007 thru December 31, 2007

No painting in 2007

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Expense								
Repairs & Maintenance								
70350 - Sprinkler / Irrigation Repair	558.13	183.00	375.13	4,138.37	2,200.00	1,938.37	2,200.00	(1,938.37)
Total Repairs & Maintenance	613.13	922.52	(309.39)	13,994.72	11,074.52	2,920.20	11,074.52	(2,920.20)
Other Expenses								
70335 - Signs	138.95	52.00	86.95	400.58	625.00	(224.42)	625.00	224.42
Total Other Expenses	138.95	52.00	86.95	400.58	625.00	(224.42)	625.00	224.42
Total Expense	3,250.38	4,051.52	(801.14)	46,858.89	48,633.52	(1,774.63)	48,633.52	1,774.63
Net Income / (Loss)	2,594.26	100.48	2,493.78	5,370.32	1,193.48	4,176.84	1,193.48	(4,176.84)

2006 Painting

Income Statement Report Beverly Oaks HOA

December 01, 2006 thru December 31, 2006

No painting expenses in 2006

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Income								
Scheduled Income								
40000 - Regular Assessment	(240.00)	4,275.00	(4,515.00)	49,575.00	51,300.00	(1,725.00)	51,300.00	1,725.00
40001 - Dues Discount	0.00	(109.00)	109.00	0.00	(1,305.00)	1,305.00	(1,305.00)	(1,305.00)
Total Scheduled Income	(240.00)	4,166.00	(4,406.00)	49,575.00	49,995.00	(420.00)	49,995.00	420.00
Other Association Income								
40010 - Late Fees	17.80	0.00	17.80	169.98	0.00	169.98	0.00	(169.98)
Total Other Association Income	17.80	0.00	17.80	169.98	0.00	169.98	0.00	(169.98)
Miscellaneous Income								
43000 - Interest Income	5.64	0.00	5.64	65.02	0.00	65.02	0.00	(65.02)
Total Miscellaneous Income	5.64	0.00	5.64	65.02	0.00	65.02	0.00	(65.02)
Total Income	(216.56)	4,166.00	(4,382.56)	49,810.00	49,995.00	(185.00)	49,995.00	185.00
Expense								
Administrative Expenses								
50010 - Answering Service	8.00	0.00	8.00	16.00	0.00	16.00	0.00	(16.00)
50070 - Bank/Check Charges	0.00	21.00	(21.00)	0.00	250.00	(250.00)	250.00	250.00
50080 - Collection Services	105.00	0.00	105.00	74.33	0.00	74.33	0.00	(74.33)
50110 - Copies & Postage	576.15	46.00	530.15	1,270.56	550.00	720.56	550.00	(720.56)
50120 - Data Processing	60.60	0.00	60.60	106.71	0.00	106.71	0.00	(106.71)
50290 - Miscellaneous Expense	898.00	0.00	898.00	903.00	0.00	903.00	0.00	(903.00)
50400 - Member Relations	0.00	17.00	(17.00)	0.00	200.00	(200.00)	200.00	200.00
Total Administrative Expenses	1,647.75	84.00	1,563.75	2,370.60	1,000.00	1,370.60	1,000.00	(1,370.60)
Professional Services								
50001 - Accounting/Audit	0.00	0.00	0.00	325.00	0.00	325.00	0.00	(325.00)
50240 - Legal & Professional	0.00	42.00	(42.00)	0.00	500.00	(500.00)	500.00	500.00
51000 - Management Fees	617.50	660.00	(42.50)	6,894.05	7,920.00	(1,025.95)	7,920.00	1,025.95
Total Professional Services	617.50	702.00	(84.50)	7,219.05	8,420.00	(1,200.95)	8,420.00	1,200.95

Income Statement Report Beverly Oaks HOA

December 01, 2006 thru December 31, 2006

No painting in 2006

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Expense								
Taxes and Insurance								
52020 - Directors and Officers Liability	0.00	0.00	0.00	(76.42)	0.00	(76.42)	0.00	76.42
52040 - Property/Contents Insurance	0.00	0.00	0.00	(105.35)	0.00	(105.35)	0.00	105.35
52060 - General Liability Insurance	0.00	275.00	(275.00)	206.44	3,300.00	(3,093.56)	3,300.00	3,093.56
52070 - Umbrella Liability Insurance	0.00	0.00	0.00	(24.67)	0.00	(24.67)	0.00	24.67
81040 - Property Taxes	0.00	58.00	(58.00)	0.00	700.00	(700.00)	700.00	700.00
Total Taxes and Insurance	0.00	333.00	(333.00)	0.00	4,000.00	(4,000.00)	4,000.00	4,000.00
Utilities								
60000 - Electricity	54.79	58.00	(3.21)	825.95	700.00	125.95	700.00	(125.95)
60040 - Telephone	8.25	0.00	8.25	64.46	0.00	64.46	0.00	(64.46)
60060 - Water/Sewer	591.05	400.00	191.05	5,033.91	4,800.00	233.91	4,800.00	(233.91)
Total Utilities	654.09	458.00	196.09	5,924.32	5,500.00	424.32	5,500.00	(424.32)
Contracts								
65200 - Lawn Maintenance Contract	0.00	1,267.00	(1,267.00)	14,009.06	15,200.00	(1,190.94)	15,200.00	1,190.94
65250 - Tree Trimming Contract	0.00	21.00	(21.00)	0.00	250.00	(250.00)	250.00	250.00
Total Contracts	0.00	1,288.00	(1,288.00)	14,009.06	15,450.00	(1,440.94)	15,450.00	1,440.94
Repairs & Maintenance								
70110 - Electrical	0.00	75.00	(75.00)	0.00	900.00	(900.00)	900.00	900.00
70220 - Landscaping / Seasonal	0.00	250.00	(250.00)	0.00	3,000.00	(3,000.00)	3,000.00	3,000.00
70265 - Miscellaneous Maintenance Expense	0.00	17.00	(17.00)	200.00	200.00	0.00	200.00	0.00
70280 - Pavement	0.00	287.00	(287.00)	0.00	3,441.00	(3,441.00)	3,441.00	3,441.00
70350 - Sprinkler / Irrigation Repair	0.00	183.00	(183.00)	1,928.00	2,200.00	(272.00)	2,200.00	272.00
Total Repairs & Maintenance	0.00	812.00	(812.00)	2,128.00	9,741.00	(7,613.00)	9,741.00	7,613.00

Income Statement Report Beverly Oaks HOA

December 01, 2006 thru December 31, 2006

No painting in 2006

	Current Period			Year to Date (12 months)			Annual Budget	Budget Remaining
	Actual	Budget	Variance	Actual	Budget	Variance		
Expense								
Other Expenses								
70335 - Signs	0.00	104.00	(104.00)	0.00	1,250.00	(1,250.00)	1,250.00	1,250.00
Total Other Expenses	0.00	104.00	(104.00)	0.00	1,250.00	(1,250.00)	1,250.00	1,250.00
Total Expense	2,919.34	3,781.00	(861.66)	31,651.03	45,361.00	(13,709.97)	45,361.00	13,709.97
Net Income / (Loss)	(3,135.90)	385.00	(3,520.90)	18,158.97	4,634.00	13,524.97	4,634.00	(13,524.97)

2005 Painting

BEVERLY OAKS ASSOCIATION
INCOME STATEMENT
DECEMBER 31, 2005

	CURRENT MONTH DECEMBER 31, 2005		YEAR TO DATE DECEMBER 31, 2005	
	AMOUNT	%	AMOUNT	%
INCOME				
Homeowner Dues	608.12	207.46	48,720.12	99.02
Special Assessments	0.00	0.00	136.38	0.28
Misc. Income	0.00	0.00	660.00	1.34
Refunds	315.00-	107.46-	315.00-	0.64-
TOTAL INCOME	<u>293.12</u>	100.00	<u>49,201.50</u>	100.00
GROSS PROFIT	<u>293.12</u>	100.00	<u>49,201.50</u>	100.00
EXPENSES				
Electrical Service	54.56	18.61	669.42	1.36
Water Utilities	486.30	165.90	4,798.57	9.75
Telephone	51.96	17.73	103.92	0.21
Main Phone Service	0.00	0.00	207.84	0.42
Insurance	2,499.96	852.88	5,067.05	10.30
Taxes - Federal Income	0.00	0.00	43.00	0.09
Bank Chgs	0.00	0.00	205.93	0.42
Bookkeeper/End of Year Audit	350.00	119.41	2,379.97	4.84
Legal Service	0.00	0.00	15.00-	0.03-
Miscellaneous	261.70	89.28	635.63	1.29
Office Supplies	0.00	0.00	111.19	0.23
Postage & Shipping	190.65	65.04	386.98	0.79
Meals and Entertainment	0.00	0.00	61.12	0.12
Rear Gate Maintenance	0.00	0.00	897.20	1.82
Entrance Lights Maintenance	0.00	0.00	2,605.00	5.29
Lawn Maintenance	1,077.62	367.64	11,653.71	23.69
Exterior Paint	8,075.00	754.84	8,075.00	16.41
Irrigation Maintenance	0.00	0.00	1,543.92	3.14
Street Maintenance	4,771.00	627.66	4,771.00	9.70
General Repairs/Misc.	0.00	0.00	436.00	0.89
TOTAL EXPENSES	<u>17,818.75</u>	78.99	<u>44,637.45</u>	90.72
NET OPERATING PROFIT	<u>17,525.63-</u>	978.99-	<u>4,564.05</u>	9.28
OTHER INCOME				
Interest Income	13.51	4.61	463.44	0.94

Painting in 2005 consisted of added a brown accent color to all 96 homes.

PREPARED WITHOUT AUDIT OR VERIFICATION
FROM INFORMATION FURNISHED BY CLIENT

MYW CONTRACTORS

P.O. BOX 565103
DALLAS, TX 75356-5103
(214) 905-2017

INVOICE 1124218

SALESPERSON	INVOICE DATE 12/28/05
SHIP TO Beverly Oaks Association 2025 Wilshire Drive Irving, Texas 75061	

TO
01 / Operations

ACCT #	SHIP DATE	LOCATION	TERMS	PURCHASE ORDER #
	12/28/05	Property	Upon Receipt	

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
95	Paint/Buildings Paint outside trim on buildings. <div data-bbox="269 779 716 890" style="border: 1px solid black; background-color: yellow; padding: 5px;">Painting of new color on window trim and eaves.</div>	85.00	8,075.00
		Subtotal	8,075.00
		TOTAL	8,075.00

Thank You

2004 Painting

BEVERLY OAKS ASSOCIATION
INCOME STATEMENT
DECEMBER 31, 2004

	CURRENT MONTH DECEMBER 31, 2004		YEAR TO DATE DECEMBER 31, 2004	
	AMOUNT	%	AMOUNT	%
INCOME				
Homeowner Dues	5,690.00	95.37	52,156.45	98.53
Special Assessments	0.00	0.00	200.00	0.38
Misc. Income	<u>276.03</u>	4.63	<u>576.03</u>	1.09
TOTAL INCOME	5,966.03	100.00	52,932.48	100.00
GROSS PROFIT	5,966.03	100.00	52,932.48	100.00
	=====		=====	
EXPENSES				
Equipment Rental/Lease	0.00	0.00	50.00	0.09
Electrical Service	44.10	0.74	573.34	1.08
Water Utilities	200.52	3.36	3,537.46	6.68
Main Phone Service	25.98	0.44	311.76	0.59
Insurance	0.00	0.00	2,547.70	4.81
Contributions	0.00	0.00	50.00	0.09
Taxes - Federal Income	0.00	0.00	72.00	0.14
Bookkeeper/End of Year Audit	175.00	2.93	2,450.00	4.63
Office Supplies	0.00	0.00	423.74	0.80
Postage & Shipping	36.28	0.61	132.00	0.25
Entrance Lights Maintenance	0.00	0.00	182.16	0.34
Lawn Maintenance	2,847.86	47.73	15,099.06	28.53
Exterior Paint	356.45-	5.97-	30,043.55	56.76
Irrigation Maintenance	270.00	4.53	3,187.00	6.02
Street Signs/House Numbers	0.00	0.00	91.58	0.17
TOTAL EXPENSES	3,243.29	54.36	58,751.35	110.99
NET OPERATING PROFIT	2,722.74	45.64	5,818.87-	10.99-
	=====		=====	
OTHER INCOME				
Interest Income	<u>0.42</u>	0.01	<u>33.44</u>	0.06
TOTAL OTHER INCOME	0.42	0.01	33.44	0.06
NET PROFIT (LOSS)	2,723.16	45.64	5,785.43-	10.93-
	=====		=====	

PREPARED WITHOUT AUDIT OR VERIFICATION
FROM INFORMATION FURNISHED BY CLIENT

CONTRACTOR AGREEMENT

THIS AGREEMENT made the 17 of February, 2004 by and between MYW Contractors hereinafter called the Contractor and Beverly Oaks Association, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 2025 Wilshire Drive Irving, Texas 75061. 101-123, 12 units.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before , February 18, 2004 and shall be substantially completed on or before December 2004. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract:
(Specify) Weather permitting

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of nine thousand six hundred Dollars (\$9,600.00), subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:
UPON COMPLETION OF JOB.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of THREE days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder,

Contractor may cease work without breach pending payment or resolution of any dispute.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. Contractor warrants all work for a period of six months following completion.

Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Beverly Oaks Association and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

Article 7. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified or required by law, whichever coverage is greater.

Article 8. Additional Terms

Name and Registration No. of any Salesperson who solicited or negotiated this contract: OSCAR J. BARAHONA

Signed this 17th day of February, 2004

Name of Owner: Beverly Oaks Association

Name of Contractor: MYW Contractors

By:

Signature

Stephen Hillier
Pres BOHA

By:

Signature

O. J. Barahona

1105 SECURITY DRIVE
DALLAS, TEXAS 75247
214-905-2017

02/04/04

01/ Operations

Beverly Oaks Association
2025 Wilshire Drive
Irving, Texas 75061

	02/04/04	Property	Upon Receipt	Steve Hillard
12		Repairs/Carpentry Repair or replace Smooth Lap Siding on front of buildings only. Repair or replace trim on front of buildings only. Wood to be used is yellow pine. Specs. used furnish by Steve Hillard. Buildings 101-123 odd address only.	575.00	6,900.00
12		Paint/Buildings Paint used on this job will be Kelly-Moore Specs. furnished by Steve Hillard. Will caulk all joints and prime new material used. Will clean of building before painting.	225.00	2,700.00

Subtotal 9,600.00

9,600.00

CONTRACTOR AGREEMENT

THIS AGREEMENT made the 17 of February, 2004 by and between MYW Contractors hereinafter called the Contractor and Beverly Oaks Association, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 2025 Wilshire Drive Irving, Texas 75061. 1500-1526 14 units. + 1501 Brentwood Ct

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before February 18, 2004 and shall be substantially completed on or before December 2004. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract:
(Specify) Weather permitting

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of nine thousand six hundred Dollars (\$11,200.00), subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:
UPON COMPLETION OF JOB.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of THREE days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder,

Contractor may cease work without breach pending payment or resolution of any dispute.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. Contractor warrants all work for a period of six months following completion.

Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Beverly Oaks Association and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

Article 7. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified or required by law, whichever coverage is greater.


Article 8. Additional Terms

Name and Registration No. of any Salesperson who solicited or negotiated this contract: OSCAR J. BARAHONA

Signed this 17th day of February, 2004

Name of Owner: Beverly Oaks Association

Name of Contractor: MYW Contractors

By: 
Signature
Pres. BOHA

By: 
Signature

1105 SECURITY DRIVE
DALLAS, TEXAS 75247
214-905-2017

02/04/04

01/ Operations

Beverly Oaks Association
2025 Wilshire Drive
Irving, Texas 75061

02/04/04

Property

Upon Receipt

Steve Hillard

14	Repairs/Carpentry Repair or replace Smooth Lap Siding on front of buildings only. Repair or replace trim on front of buildings only. Wood to be used is yellow pine. Buildings 1500-1526.	575.00	8,050.00
14	Paint/Buildings Paint used on this job will be Kelly-Moore. Specs. furnish by Steve Hillard. Will caulk all joints and prime new material used. Will power wash buildings if permitted by assoc.	225.00	3,150.00

15 Homes
1500, 1501, 1502, 1504, 1506, 1508, 1510, 1512,
1514, 1516, 1518, 1520, 1522, 1524, 1526

Subtotal

O.M.
12000.00
~~11,200.00~~ *SH*

O.M.
12000.00
~~11,200.00~~ *SH*

CONTRACTOR AGREEMENT

THIS AGREEMENT made the 17 of February, 2004 by and between MYW Contractors hereinafter called the Contractor and Beverly Oaks Association, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at 2025 Wilshire Drive Irving, Texas 75061. **1600-1620 11 units.**

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before , **February 18, 2004** and shall be substantially completed on or before December 2004. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract:
(Specify) Weather permitting

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum **of nine thousand six hundred Dollars (\$8,800.00)**, subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:
UPON COMPLETION OF JOB.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of THREE days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder,

Contractor may cease work without breach pending payment or resolution of any dispute.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. Contractor warrants all work for a period of six months following completion.

Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Beverly Oaks Association and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

Article 7. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified or required by law, whichever coverage is greater.

Article 8. Additional Terms

Name and Registration No. of any Salesperson who solicited or negotiated this contract: OSCAR J. BARAHONA

Signed this 17th day of February, 2004

Name of Owner: Beverly Oaks Association

Name of Contractor: MYW Contractors

By:

Signature

Shirley Allen
Pres. BOHA

By:

Signature

O. J. Barahona

1105 SECURITY DRIVE
DALLAS, TEXAS 75247
214-905-2017

02/04/04

01/ Operations

Beverly Oaks Association
2025 Wilshire Drive
Irving, Texas 75061

02/04/04

Property

Upon Receipt

Steve Hillard

11	Repairs/Carpentry Repair or replace Smooth Lap Siding on front of buildings only. Repair or replace trim on front of buildings only. Wood to be used is yellow pine. Buildings 1600-1620.	575.00	6,325.00
11	Paint/Buildings Paint used on this job will be Kelly-Moore Specs. furnished by Steve Hillard. Will caulk all joints and prime new material used. Will power wash buildings if permitted by asso.	225.00	2,475.00

11Homes
1600, 1602, 1604, 1606, 1608, 1610, 1612,
1614, 1616, 1618, 1620

Subtotal 8,800.00

8,800.00

2003 Painting

Department of the Treasury
Internal Revenue Service

For calendar year 2003 or tax year beginning _____, 2003, and ending _____,

Use IRS label. Otherwise, print or type.	BEVERLY OAKS ASSOCIATION 2025 WILSHIRE IRVING, TX 75061	Employer identification number (see instructions) 75-1837529
		Date association formed 5/21/1982

Check if: 1 Final return 2 Name change 3 Address change 4 Amended return

A Check type of homeowner's association: Condominium management association Residential real estate association Timeshare association

B Total exempt function income. Must meet 60% gross income test (see instructions).....	B	53,870.
C Total expenditures made for purposes described in 90% expenditure test (see instructions).....	C	55,082.
D Association's total expenditures for the tax year (see instructions).....	D	55,082.
E Tax-exempt interest received or accrued during the tax year.....	E	

Gross Income (excluding exempt function income)

1 Dividends	1	
2 Taxable interest	2	340.
3 Gross rents	3	
4 Gross royalties	4	
5 Capital gain net income (attach Schedule D (Form 1120))	5	
6 Net gain (or loss) from Form 4797, Part II, line 18 (attach Form 4797).....	6	
7 Other income (excluding exempt function income) (attach schedule).....	7	
8 Gross income (excluding exempt function income). Add lines 1 through 7.....	8	340.

Deductions (directly connected to the production of gross income, excluding exempt function income)

9 Salaries and wages.....	9	
10 Repairs and maintenance	10	
11 Rents.....	11	
12 Taxes and licenses	12	
13 Interest.....	13	
14 Depreciation (attach Form 4562).....	14	
15 Other deductions (attach schedule)	15	
16 Total deductions. Add lines 9 through 15.....	16	0.
17 Taxable income before specific deduction of \$100. Subtract line 16 from line 8.....	17	340.
18 Specific deduction of \$100.....	18	\$100.

Tax and Payments

19 Taxable income. Subtract line 18 from line 17.....	19	240.
20 Enter 30% of line 19. (Timeshare associations, enter 32% of line 19.).....	20	72.
21 Tax credits (see instructions).....	21	
22 Total tax. Subtract line 21 from line 20. See instructions for recapture of certain credits.....	22	72.
23 Payments: a 2002 overpayment credited to 2003..... 23 a		
b 2003 estimated tax payments... 23 b	c Total	23 c 0.
d Tax deposited with Form 7004.....	23 d	
e Credit for tax paid on undistributed capital gains (attach Form 2439).....	23 e	
f Credit for Federal tax on fuels (attach Form 4136).....	23 f	
g Add lines 23c through 23f.....	23 g	0.
24 Tax due. Subtract line 23g from line 22. See instructions for depository method of tax payment.....	24	72.
25 Overpayment. Subtract line 22 from line 23g.....	25	
26 Enter amount of line 25 you want: Credited to 2004 estimated tax ▶ Refunded ▶ 26		

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	Title	May the IRS discuss this return, with the preparer shown below? (see instrs) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed... <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	EIN		Phone no.
Interstate Business Management 1812 N. Haskell Ste 103 Dallas, TX 75204			(214) 827-6088

2003

MYW CONTRACTORS

P.O. BOX 565103
DALLAS, TX 75356-5103
(214) 905-2017

INVOICE 1118709

214-536-3744

TO: 01/ Operations

SALESPERSON	INVOICE DATE 11/05/03
SHIP TO Beverly Oaks Association 2025 Wilshire Drive Irving, Texas 75061	

ACCT #	SHIP DATE	LOCATION	TERMS	PURCHASE ORDER #	
	11/05/03	Property	Upon Receipt	QUOTE	
QTY	DESCRIPTION			UNIT PRICE	AMOUNT
12	Repairs/Carpentry Repair or replace Smooth Lap Siding on front of buildings only. Repair or replace trim on front of buildings only. Wood to be used is treated lumber. No cedar will be used. Specs. used for this project were furnished by Steve Hillier. Buildings 1900-1922.			575.00	6,900.00
12	Paint/Buildings Paint used on this job will be Kelly-Moore. Specs. furnished by Steve Hillier. Will caulk all joints and prime new material used. Will power wash buildings if permitted by assoc.			225.00	2,700.00
				Subtotal	9,600.00
				TOTAL	9,600.00

12 homes
1900,1902,1904,1906,1908,1910,1912,
1914,1916,1918,1920,1922

Thank You