

CCHOA Board Meeting Agenda
28 April 2021, 6:30pm
Circle C Community Center via zoom

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of March 31, 2021 board meeting minutes *Trinh Bartlett*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. March YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Escarpment Loop Project
 - b. AISD Landscape Proposal
 - c. La Crosse @ Circle C Amendment
- VII. Action Items
 - a. Circle C North
 - b. Monument Landscape Proposal
 - c. AISD Landscape Proposals
 - d. Legal Collections Attorney
 - e. Board Appointment
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. March 2021 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report

Circle C Homeowners Association
Board Meeting Minutes
March 31, 2021

1. The CCHOA Board of Directors convened on March 31, 2021, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:34 p.m. In attendance were board members Russ Hodes, Michael Chu, Jason Bram, Theresa Bastian and Trinh Bartlett. Natalie Placer-McClure joined at 6:45p.m. CCHOA Manager Karen Hibpshman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director), Clayton Hoover (Circle C Landscape) and Robert Bardeleben (Facilities Coordinator) was present.
2. Russ presented the March 31, 2021 agenda. Russ asked if there are changes to the agenda. Karen asked to add Tom Griebel, Lindsey Baker, Mia Marshal, Nicole Murry and Josh Day to the Homeowner Forum. Michael motioned to accept the agenda with the changes, remove Steve's name from item III and AE's resignation as a footnote. Trinh seconded the motion. All were in favor and the motion passed.
3. Russ presented the February 24, 2021 Board of Directors Meeting Minutes. Michael motioned to accept the minutes. Jason seconded the motion. All were in favor and the motion passed.
4. Russ introduced the Homeowner Forum. Mia Marshall addressed the board. Mia is in the 4th grade and is on the Seals. Would like to see the pool open for kids to swim and not just lap swimming. Has been able to play soccer and would like to swim also. Eric Marsh is a resident and parent in Circle C. He would like to allow Seals to use the pool and empower Brody with a safe way to open the pools for us and our kids. This has been a hard year. The socialization and exercise are important for these kids. The greatest risk of spread is indoors for over 15 minutes. We know more about the virus now. My request is for us to allow the Seals to swim in the pool in a safe manner.

Elli Overton, I am back this month and am a little better prepared. She hoped everyone has read the 18-page document that was sent to you along with 138 houses that are in accordance with me. We need to bring back swim lessons and swim teams back to the pool. Allow resident rehab from injuries. She is tired of seeing other pools open while ours are closed. We need to be ready to operate and open the pools. Brody and his staff need to be able to do their jobs. They will be taking the brunt of the residents' frustrations. Her position on this matter is no secret. Elli asks that you trust Brody on this and allow us to use the pool.

Jennifer Pickerill, -I live in Wildflower Park. I have followed the pandemic closely and believe the aquatics department is trustworthy and feels the outdoor transmission is low. Jennifer's connection was lost.

Susanna Gallun, I am an attorney and wanted to speak about liability. You cannot get sued for COVID at the pool. If a lawsuit did happen, most suits go to a summary

judgement and is usually dismissed in a couple of weeks. I am speaking as a private individual, but I want you to know that people in the neighborhood are considering suing the HOA for fiduciary duty. There are a number of websites that show statistics on transmission and the benefits from being outdoors.

Kristyne Blackburn, thank you for listening with an open mind and re-evaluating the plan. Elli's plan and all the research that went into it on how to open the pools safely. I think we can all agree that Circle C has one of the best Olympic sized pools in Texas. Swimming has gotten me through some tough time. It is zin and medicinal for me. I work for UT Austin and they have been extremely conservative with the pandemic and yet, their outdoor pool has remained open with no reported issues. Nitro and Waterloo are also indoor pools that have remained open with no problems. It's really frustrating to drive past such a great pool in our own neighborhood to another pool farther away. I have health risks and feel more comfortable going to our pool than I do going to HEB. There are physical and mental benefits to keeping our pools to keeping our pools open. I appreciate your time. I know you volunteer your time and do appreciate it.

Lindsey Baker, how about we take a look at this real dead horse and kick it around a little bit more. I was brought in as a support person with Elli. I can't afford a \$160,000 pool. I'm a paralegal and won't bring up your fiduciary duties like Susanna did. Everybody wants to resolve this. We all pay dues in this neighborhood, I volunteer like you do, I volunteer at Clayton too. Everyone is emotional here. I was almost tearing up when I heard that little girl speak. I don't need to talk about this anymore, you've heard it. You are acting out of fear. You don't need anymore data points. We've been at Lifetime and Austin Sports Academy. This can work too. I appreciate you being here and listening.

Tom Griebel, thanks for having me on the agenda Karen. Thank you to the board for your work. I've been on two board and also ACC Committees. I'm here to talk about the playgrounds. I have a 2 yr. old grandson and we look for places to play. I'm appealing to you to fence the 2-5 yr. old playgrounds in Avana, Park Place and Wildflower Park. Also, in the Swim Center playground, people bring in their dogs and release them as if it were a dog park. This concerns me. Please install some signs so that people won't have off leash dogs.

Nicole Murry, good evening. My name is Nicole Murry and I want to first commend you on the care you initiated on the COVID prevention. We moved here in 2008 and have 2 girls. We are pool people; we visit the pool almost everyday in the summers. This is the perfect time to revisit the plan. I challenge you to address this with choices. Please allow the residents the choice to use the pool. My daughter Clair wanted to provide her thoughts but is in swim practice. From Clair, please keep the pool open and don't take the pools away again. Thank you for your time

5. Karen provided the management report and the YTD Financials. The management report covers from the end of February through the last week in March. We are receiving lots of ACC requests for projects. There were 28 new homeowner packets mailed. We will be closed on Good Friday, April 2nd. We will hold the 1st semi-annual Garage Sale on April

17th; we will have shredding and Salvation Army at the Community Center from 10am-2pm. We will not have Electronic Recycling this time, they are not comfortable doing any events yet. We are still evaluating for storm damage and an insurance claim has been opened. The budget is on track, no issues. Michael, I've reviewed the budget and have no questions.

6. Clayton presented the landscaping report. We are seeing some plants recovering and that will continue. Hoping that once we get above 55'-60', more will start coming back. We are doing an irrigation check and found about a dozen items but it is less than we thought. We have started out mowing rotation. Karen authorized \$5,000 to start restoring the clock in Avana so it looks like the risk has been taken off the table.
7. Brody presented the aquatics report. The report covers February and we were closed. We opened with Phase 1 on March 15th. The next week, we opened with Phase 2 (Circle C Select). We have 35 lifeguards on staff and a new class planned with 13 people registered. If the board loosens the restriction, we can start planning recreational swimming.
8. Robert presented the maintenance report. We have been busy assessing damage from the freeze and getting the repairs done. At the swim center, minor repairs have been done. We are installing all the new safety signage as required. At the community center, there is freeze damage to the pool itself and an insurance claim has been filed. A new shade structure was installed at the Avana playground and looks great. The pool leak at Avana was repaired, was not freeze replaced. GreyRock had minor freeze damage but repairs have been done. Russ asked, what about the GreyRock sign. Robert did not know. Karen let the board know that the GreyRock sign had lost power and we were working on getting power restored.
9. The first discussion item was the Escarpment Loop project. There is no update.
10. The second discussion item was Circle C North. Karen updated the board that we should have an answer on the new meter on Barstow Ave. by next week. Currently the water for Barstow Ave. comes from a meter in Vintage Place and goes across the pipeline along Slaughter lane. The meter needs to be moved sooner than later. The Slaughter Corridor Project will begin soon and the mainline is directly in the way of the new sidewalks. Michael asked if we are still planning on timing this and getting them to move the meter for us. Karen said no, the location of the Circle C North meter is out of their construction limits but will continue to work with them to have them move the other meters for us that are located on Slaughter Lane. Russ stated this is a \$100,000 project that has been earmarked in the budget.
11. The third discussion item was the Monument Landscape proposal. It was suggested in a previous meeting that we move the main line out of the ROW now rather than later. Karen was able to get permission from the Parks Department for this. Once we have plans, we will be able to officially submit the request to the Parks Department.

12. The first action item was the Board Appointments. Russ suggested the following slate for the directors. Russ as President, Natalie as Vice President, Michael as Treasure and Trinh as Secretary. Theresa motioned to accept the slate as read by Russ. Michael seconded the motion. All were in favor and the motion passed.

13. The seconded action item was Storm Damage Critical Needs. Circle C Landscaping did a presentation on the critical needs from the storm. All the rosemary in Circle C has died. This is a two-part project; the first part is the removal of the rosemary and the second part would be the replanting of this areas in the late summer/early fall. We also need to remove and cut back damage cacti, severe cut back of the water iris, cut back the Carolina jasmine and treat the shrubs with mycorrhizae treatment to promote growth. Russ, the estimate we have for this is \$71,000. Jason, we need to do this, we don't have a choice. Michael, I make a motion to pay for this out of our reserves but how should I word it? Russ, said to use the reserves to pay for the damages. Jason seconded the motion. Trinh asked how much we have in reserves now? Karen said around \$950,000. Russ asked "all in favor of this". All were in favor and the motion passed.

14. The third action item was the Community Center repairs. Robert got two bids, one from Atlantis who is the preferred vender since they did our pools. The other is from Progressive Commercial Aquatics. Robert also contacted two other companies, one no showed and the other said they didn't have time to give us a bid. The bids are somewhat similar, they have different ways to handle fixing the damage though. The beach entry is pebble tec (is no longer under warranty). We have areas where the tiles popped off. On the splash pad pool wall, the faced has steel exposed. It needs to be filled and then refinishing. Progressive has said they aren't able to do the repair on the splash pad but Atlantis can do all the repairs. Robert's recommendation is to replace the beach entry.

Natalie asked when the insurance adjuster came out? Have then not talked dollars yet? How long have we been waiting? Karen, they were out two weeks ago. Robert stated they weren't clear on the concrete masonry repairs. Russ, can Atlantis do all the work we need done. Robert, yes, they have their own crews, the other companies sub out their work. Jason, this need to be done now so we can open the pools sooner. We can worry about getting reimbursed later. Michael, how does the insurance work? Do we need to we need to submit for reimbursement or do we have to wait for them to authorize? We submit for reimbursement minus the \$5,000 deductible. Natalie, by going ahead and starting repairs without the adjuster giving us guidance, we will not be making everything null and void, correct? Karen, it should not but I will verify that. Natalie, do we need a motion to begin the repairs including the first tile break? I make the motion to initiate repair contingent that it does not jeopardize our reimbursement from the insurance company. Also, I motion that this will come from our reserves. Michael seconded the motion. All were in favor and the motion passed.

15. The fourth action item was the Node Clock Replacement. Russ asked Karen to screen share the picture of a node clock. Russ asked Clayton to explain the node clock to the

board. Clayton, the node clocks are battery powered. There are 70 of them on the Escarpment Loop. We have multiple variances with the city to water on certain days. We have to replace them once a year, they do not hold up to the elements, especially in the summer. They are also not the most reliable and are expensive and they normally would not recommend replacing them. Natalie, it doesn't sound like they are user friendly for large expanses of commercial use. Clayton, yes, you are right. When we replace a node clock, we also have to replace the solenoid on it. Natalie, are we in a position now that we are using the node clocks as stop gap? Clayton, we have been using them as a stop gap for 10 years and for them to work correctly through the summer, they need to be replaced. Natalie, so we are paying \$50K a year for a stop gap for 10 years? Clayton, yes. Michael, this will continue to increase each year.

Jason, we need to do this one more time and come up with an affordable plan on Escarpment. Clayton, the programming is extremely difficult with the constraints of the Escarpment Loop. Natalie asked about a water truck? Clayton, that's used as a last resort. It would be better to hand water with a valve, but the scale is too large. Jason, lets come up with a plan to replace these. Do we have a landscaping line we can use for this? Karen, it would come out of our reserves. Jason motioned to replace these node clocks. Michael seconded the motion. All were in favor and the motion passed.

16. The fifth action item was the pool covers. Karen asked that we increase the budget for pool covers from \$3,000 to \$12,000. Michael motioned to increase the pool cover from the reserves from \$3,000 to \$12,000. Theresa seconded the motion. All were in favor and the motion passed
17. The sixth action item was the Pool Re-opening plan. Karen and Brody emailed the proposal to the board on prior to the meeting and the plan was screenshared with those in attendance. Brody, the plan is completely in line with the Select Team. It will work in the same way that we allowed Bowie to come back with phase two. The second part is loosening the criteria to move between the phases. This allows us to stay open through stage 4. The proposed schedule is based on us getting approval. Jason, this will limit the back and forth of opening versus closing. I want to be more lenient so that once we open, we can stay open.

Theresa, I'm not clear on why we need to have 4 stages? Why do we need them? Jason, I lean to Brody and his staff to decide. They know what they are doing. He gets a lot of kickback though. Russ, Phases give the staff a mode of operation so it's so it's predictable. Theresa, wouldn't it be predictable if there wasn't a chance to go back and forth between phase 2 and 3? Why do we need phases? Are they really necessary? Brody, we did this so that we clarified the stages of opening and the amount of staffing needed. Theresa, isn't this more a function of staffing? Why do we need these? Brody, the main hiccup is staffing. If this was approved, we could open now but we don't have the staffing. Phases allow us to move between the phases to progress and reach our goals. They are suggestions. Theresa, these are artificial, I mean, I don't believe COVID is nonsense but the way you are opening can just stall out.

Michael, I would like to point out that if the city did get to 51, then we will be in a critical mode and closing would be the right thing to do from a public health standpoint. Theresa, that doesn't make sense. Michael to Brody, does taking out the phases make sense to you? Brody, it doesn't really matter. If we are able to hire more staff, I would like to add more days or open the pools earlier. In terms of planning, I plan on moving forward anyway. If we remove the restrictions, we can move with more flexibility. Jason, I would like to give Brody more flexibility to do what needs to be done. Michael, we can make a motion based on stating what the edits will be. So, we will propose an open state and a closed state then?

Natalie, I'm looking at the chats and don't typically get involved but I'm really saddened by the comments and accusations that are going on right now. Let's stop with the pettiness.

Michael, the City of Austin has all but 2 of their pools closed. Theresa, do they tell us what to do too? Is there a law that we have to follow? Jason, I want to vote to open the pools in any way we can. Trinh, I've been more quiet because I'm new and trying to be respectful. I've lived here since 2012 and haven't used the pools because of my work schedule. But it is vital for us to have a place to relax. We do need to get the pools open as soon as possible. Brody, we respect you. We need to make a plan quickly but need to make sure Brody is on board. Jason, yes, I don't want to put Brody on the spot, but Brody, what do you prefer? Brody, from an operational perspective, we are comfortable with our modified operations. They are as safe as they can be. We tested our policies when a staff member tested positive and it didn't spread. If you want to have a trigger point in us closing, I respect that. I know that Karen has already spoken to the HOA attorney on this.

Jason motioned to let Brody open the pools under his guidance and staff availability and close at his discretion. Trinh seconded the motion. Russ, no, this puts too much of the burden on Brody. He will want to come to us if there's a problem. If you wanted to talk about doing something different with not phasing, that's not fair to him. Jason, I will be the first one to back up Brody if he wants to close. Theresa, there's already been a motion on the table and it's be seconded. Russ, can we take a roll call vote? Karen, will you call role? Natalie, Jason, Theresa, Michael and Trinh voted yes. Russ voted no. With a vote of 5-1, the motion passed.

Michael, just to be clear, we have empowered Brody to make the decisions as needed. Russ, we did not invalidate anything from the former plan. Jason, Brody we have your back. We want to open the pools in a safe manner and will help with policy when needed. Michael, if you ever need us to reinstate some sort of policy, we can revisit this policy as needed. Russ, to be clear with everyone, we still have staffing issues and repairs to be done, so the pools will still take a while to open.

18. The seventh action item was the AISD Landscaping proposal. Karen stated that AISD has not provided the information requested. Michael motioned to table the item. Theresa seconded the motion. All were in favor and the motion passed.

19. The eighth action item was Legal Collections Attorney. Karen, Patty Arnold will retire in early fall and will transfer her files. She will still be the main attorney handling our account so it's changing from Arnold and Associates to Niemann & Heyer. We will need to change law firms now for new collection accounts. There will be a 30% increase in prices, Patty did not increase her rates for several years. Natalie, does anyone have questions or a motion to change law firms and increased costs. Michael, will we pass these fees onto the homeowners that are in violation. Karen responded yes. Michael asked is there is a downside of getting comparative bids? Karen answered no, we have a couple of months and we can get comparative bids by the April board meeting. Michael, yes, I think that would be preferable. Natalie, would someone like to make a motion to get comparative bids?

Jason motioned to table this until we have comparable bids. Michael seconded the motion. All were in favor and the motion passed.

20. Jason motioned to adjourn the Public Meeting at 8:43 pm. Michael seconded the motion. All were in favor and the motion passed.

21. The Board went into executive sessions at 8:50 pm to discuss the website and pool updates. No votes or actions were taken. The Board adjourned the executive session at 9:05pm.

**Circle C Homeowners Association
Manager's Report
March 29, 2021 – April 23, 2021**

Violation Report (March 29th, 2021 – April 23rd, 2021)

262 Violations

- 138 (52.67%) Rubbish and Debris
- 60 (22.9%) Front Yard Maintenance
- 9 (3.44%) Architectural
- 4 (1.53%) Vehicle Storage
- 14 (5.34%) Repair of Exterior Damages
- 27 (10.31%) Exterior Lighting
- 2 (.76%) Fencing
- 6 (2.29%) Use Limitations
- 1 (.38%) Recreational Equipment
- 1 (.38%) Maintenance

262 Violations by Stage

- 1 (0) S=stage 0
- 204 (77.86%) stage 1/cooperative letters
- 40 (15.26%) stage 2 letters
- 17 (6.48%) stage 3 letters

262 Violation Updates/Creates

- 210 (80.15%) Closed
- 41 (15.65%) New
- 6 (2.29%) Escalated
- 5 (1.91%) Re-Opened
- 2 (1%) Attorney

Administration

37 New Homeowner Packets mailed March 22nd – April 23rd

Financial

AP checks were signed April 20th with Terri Giles

Upcoming Special Events

May 1st – Community Center is a voting locating for the May 1st elections
May 14th – 1st Food Trailer Night of 2021

May 26th – May Board Meeting

May 31st – Memorial Day Holiday – HOA office is closed

Project/Updates

- Starting May 3rd, we will start reservations at the Community Center. We are starting with a 25% capacity and will continue to evaluate for expanding the capacity
- Employees are back in the office and we will start unlocking the doors for walk-in traffic from 9am-5pm. We will still be requiring facemasks when entering the building.
- Working with AISD on their bid. There were some questions concerning the number of plants and was able to make sure those were added. AISD is suppose to provide an updated bid with a narrative on the scope. Has not been received.
- Storm damage insurance claim has been made for the damage at the Community Center and paid. The total cost of the repairs was \$22,182.62 minus their depreciation (\$3,625.57) and deductible (\$5,000) for a total reimbursement of \$13,556.05. Additional damage was found at the Avana pool showers and the bid for repair will be submitted once it is received from the plumber.
- An update on the landscaping storm damages will be given during the landscaping report.
- Staff is still evaluating all of the facilities and outlying areas for damages

- **Capital Projects**

2021 Capital Budget Projects include:

Swim Center – Pool Covers	Completed
Swim Center – Wade Pool Repairs	Starting week of 4/26
Avana – Refinish splash pad feature	Completed
Swim Center/Café – repair/seal exterior walls	Completed
Community Center – replace 5 funbrellas	Completed
Avana – shade structure	Completed
Swim Center – Seal coating/Restriping	Completed
Escarpment Loop Project	Recycle cans have been ordered/Neighborhood trash cans have been installed by April 30th
Circle C North Improvements	Water meter has been installed. Working with an engineer on next phase

Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.
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Current or Future Projects

- Irrigation Infrastructure
- Signage
- Monuments
- Landscape Prep
- Expansion of CCCC pool
- Phase II
- Additional Playgrounds/shade covers

2021 CCHOA INCOME BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Totals	%
Homeowner Income	Homeowner Dues	\$4,000,000	\$44,204.58	\$965,187.64	\$732,392.52	\$1,741,784.74	44%
Homeowner Income	Resale Certificates	\$78,075	\$5,175.00	\$5,850.00	\$8,100.00	\$19,125.00	24%
Homeowner Income	Transfer Fees I0come	\$61,250	\$4,200.00	\$1,925.00	\$5,600.00	\$11,725.00	19%
Homeowner Income	Late Fees Collected	\$20,000	\$2,040.63	\$3,026.81	\$3,383.31	\$8,450.75	42%
Homeowner Income	Lien Admin Fees Income	\$420	\$189.06	\$126.00	\$168.00	\$483.06	115%
Homeowner Income	Filing Fee Income	\$1,680	\$714.00	\$504.00	\$712.54	\$1,930.54	115%
Homeowner Income	NSF Charges	\$100	\$0.00	\$0.00	\$50.00	\$50.00	50%
Homeowner Income	Collection Fee Income	\$0	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Homeowner Income Total		\$4,161,525	\$56,523.27	\$976,619.45	\$750,406.37	\$1,783,549.09	43%
Architectural Review Income	Architectural Review I0come	\$10,000	\$4,255.00	\$1,255.00	\$2,380.00	\$7,890.00	79%
Architectural Review I0come Total		\$10,000	\$4,255.00	\$1,255.00	\$2,380.00	\$7,890.00	79%
Rental Income	Office Rent	\$14,400	\$2,193.28	\$0.00	\$2,646.00	\$4,839.28	34%
Rental Income	Grill Rent	\$6,300	\$262.50	\$0.00	\$1,313.25	\$1,575.75	25%
Rental Income Total		\$20,700	\$2,455.78	\$0.00	\$3,959.25	\$6,415.03	31%
Aquatics Income	Pool Programs	\$85,000	\$3,383.00	\$0.00	\$1,170.00	\$4,553.00	5%
Aquatics Income	Pool Programs - Swim Team	\$107,500	\$9,840.00	\$0.00	\$4,865.00	\$14,705.00	14%
Aquatics Income	Facility Income	\$37,500	\$3,605.32	\$0.00	\$0.00	\$3,605.32	10%
Aquatics Income Total		\$230,000	\$16,828.32	\$0.00	\$6,035.00	\$22,863.32	10%
CCCC Income	CCCC Facility Rentals	\$40,000	\$5,510.75	\$320.00	\$285.00	\$6,115.75	15%
CCCC Income Total		\$40,000	\$5,510.75	\$320.00	\$285.00	\$6,115.75	15%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	0%
Miscellaneous	Interest Income	\$15,000	\$1,049.41	\$143.92	\$297.43	\$1,490.76	10%
Miscellaneous	Sales Tax Discount	\$0	\$1.13	\$0.00	\$0.00	\$1.13	
Miscellaneous Total		\$15,000	\$1,050.54	\$143.92	\$297.43	\$1,491.89	10%
Rowell Reimbursement	The Rowell HOA	\$60,000	\$26,184.40	\$0.00	\$0.00	\$26,184.40	44%
The Rowell Total		\$60,000	\$26,184.40	\$0.00	\$0.00	\$1,927,933.47	3213%
Grand Total		\$4,651,825.00	\$112,808.06	\$978,338.37	\$763,363.05	\$1,854,509.48	40%

2021 CCHOA EXPENSE BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,299,959	\$102,867.33	\$108,300.24	\$108,300.24	\$319,467.81	25%
Commons Area Services	Contract Landscape SC	\$33,426	\$2,652.88	\$2,785.53	\$2,785.53	\$8,223.94	25%
Commons Area Services	Contract Landscape CCCC	\$33,426	\$2,652.88	\$2,785.53	\$2,785.53	\$8,223.94	25%
Commons Area Services	Contract Landscape AV	\$23,703	\$1,881.23	\$1,975.29	\$1,975.29	\$5,831.81	25%
Common Area Services	Contract Landscape GR	\$23,703	\$1,881.23	\$1,975.29	\$1,975.29	\$5,831.81	25%
Common Area Services	Common Area Holiday Lighting	\$48,288	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$80,000	\$0.00	\$10,698.00	\$10,592.34	\$21,290.34	27%
Commons Area Services	Landscape Water Utilities	\$255,000	\$5,771.47	\$6,099.24	\$4,336.95	\$16,207.66	6%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$0.00	\$3,570.00	\$0.00	\$3,570.00	45%
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,861.21	\$2,724.28	\$2,581.38	\$8,166.87	23%
Common Area Services	Tree Care	\$50,000	\$2,250.00	\$0.00	\$17,500.00	\$19,750.00	40%
Commons Area Services	Fence Repairs & Maint	\$7,000	\$0.00	\$0.00	\$108.87	\$108.87	2%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$0.00	\$771.60	\$1,164.92	\$1,936.52	16%

Common Area Services	Neighborhood Maint & Repair	\$20,000	\$1,017.55	\$238.25	\$3,707.96	\$4,963.76	25%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services Total		\$1,950,505	\$123,835.78	\$141,923.25	\$157,814.30	\$423,573.33	22%
Aquatics Facilities	Administrative	\$64,000	\$2,505.49	\$537.41	\$6,137.42	\$9,180.32	14%
Aquatics Facilities	Supplies - Pool	\$25,000	\$2,349.45	\$0.00	\$83.52	\$2,432.97	10%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$2,305.18	\$368.65	\$3,384.12	\$6,057.95	9%
Aquatics Facilities	Supplies & Fees - Swim Team	\$22,500	\$1,820.57	\$120.00	\$0.00	\$1,940.57	9%
Aquatics Facilities	Maintenance - Pool	\$89,300	\$3,108.12	\$180.00	\$20,671.63	\$23,959.75	27%
Aquatics Facilities	Maintenance - Building	\$63,100	\$2,448.21	\$2,715.04	\$5,463.05	\$10,626.30	17%
Aquatics Facilities	Payroll - Staff	\$733,000	\$22,490.05	\$10,285.03	\$11,478.54	\$44,253.62	6%
Aquatics Facilities	Payroll - Programming Staff	\$41,000	\$361.05	\$0.00	\$0.00	\$361.05	1%
Aquatics Facilities	Payroll - Swim Team	\$102,000	\$7,763.13	\$4,367.11	\$4,335.49	\$16,465.73	16%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,628.27	\$1,697.07	\$1,805.58	\$5,130.92	17%
Aquatics Facilities	Avana _Utilities-Water	\$4,500	\$282.65	\$449.56	\$0.00	\$732.21	16%
Aquatics Facilities	GR- Utilities - Water	\$4,000	\$200.96	\$154.39	\$171.88	\$527.23	13%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$1,989.86	\$2,073.37	\$3,537.52	\$7,600.75	27%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$667.02	\$833.17	\$442.35	\$1,942.54	16%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$414.88	\$393.06	\$460.31	\$1,268.25	21%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,129.24	\$269.32	\$1,713.00	\$5,111.56	16%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$12,000	\$169.86	\$538.97	\$899.34	\$1,608.17	13%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$170.96	\$202.27	\$207.75	\$580.98	12%
Aquatics Facilities	GR- Telephone/Internet	\$5,000	\$202.32	\$176.39	\$191.89	\$570.60	11%
Aquatic Facilities Total		\$1,349,400	\$54,007.27	\$25,360.81	\$60,983.39	\$140,351.47	10%
Circle C Community Center	Utilities - Water	\$27,000	\$2,628.03	\$307.13	\$324.62	\$3,259.78	12%
Circle C Community Center	Utilities - Electric	\$24,000	\$15.00	\$1,519.45	\$1,669.66	\$3,204.11	13%
Circle C Community Center	Utilities - Telephone/Internet	\$9,000	\$650.37	\$664.07	\$664.07	\$1,978.51	22%
Circle C Community Ctr	Events Payroll	\$6,000	\$722.42	\$0.00	\$0.00	\$722.42	12%
Circle C Community Center	Maintenance - Building	\$50,000	\$3,405.24	\$2,078.12	\$1,600.79	\$7,084.15	14%
Circle C Community Ctr Total		\$116,000	\$7,421.06	\$4,568.77	\$4,259.14	\$16,248.97	14%
Maintenance Operations	Office Supplies	\$1,500	\$0.00	\$0.00	-\$9.73	-\$9.73	-1%
Maintenance Operations	Employee Education	\$1,200	\$135.00	\$0.00	\$0.00	\$135.00	11%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Staff Recruitment	\$300	\$35.00	\$0.00	\$0.00	\$35.00	12%
Maintenance Operations	Safety Equip/Supplies	\$1,400	\$334.33	\$0.00	\$192.36	\$526.69	38%
Maintenance Operations	Maintenance Payroll	\$180,000	\$13,346.48	\$13,346.48	\$13,346.48	\$40,039.44	22%
Maintenance Operations	Pool Tech	\$69,000	\$3,335.00	\$3,000.00	\$3,000.00	\$9,335.00	14%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,262.55	\$1,080.63	\$1,091.07	\$3,434.25	23%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$5,000	\$0.00	\$0.00	\$535.69	\$535.69	11%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$277,200	\$18,448.36	\$17,427.11	\$18,155.87	\$54,031.34	19%
HOA Operations	Office Supplies	\$9,000	\$2,458.77	\$0.00	\$560.99	\$3,019.76	34%
HOA Operations	Equip & Maintenance	\$15,000	\$152.30	\$142.14	\$461.13	\$755.57	5%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$267.52	\$187.82	\$302.14	\$757.48	9%
HOA Operations	Postage	\$16,000	\$3,749.90	\$2,163.60	\$28.00	\$5,941.50	37%
HOA Operations	Web Operations	\$3,000	\$20.47	\$881.45	\$20.47	\$922.39	31%
HOA Operations	Printing	\$2,000	\$592.34	\$0.00	\$0.00	\$592.34	30%
HOA Operations	HOA Meetings	\$5,000	\$672.34	\$0.00	\$170.56	\$842.90	17%
HOA Operations	Deed Restrictions	\$5,000	\$708.56	\$708.56	\$0.00	\$1,417.12	28%
HOA Operations	HOA Special Events	\$30,000	\$9,997.93	\$0.00	\$0.00	\$9,997.93	33%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$793.70	\$201.70	\$995.40	50%
HOA Operations Total		\$95,000	\$18,620.13	\$4,877.27	\$1,744.99	\$25,242.39	27%
Financial Management	Management Services	\$113,000	\$9,314.25	\$9,314.25	\$9,314.25	\$27,942.75	25%
Financial Management	Resale Certificate	\$17,350	\$800.00	\$1,650.00	\$1,000.00	\$3,450.00	20%
Financial Management	Lien Filing Administrative Fees	\$2,500	\$208.00	\$0.00	\$0.00	\$208.00	8%
Financial Management	Bank Fees	\$40,000	\$2,542.07	-\$2,026.98	\$6,244.06	\$6,759.15	17%

**Circle C Landscape
Board Report. April 2021**

April, 2021

Weather

General:	Cold nights, warm days
Rainfall Total:	.75 inches
Temperature:	39-90 degrees
Major Events:	none

Maintenance Services

General:	Mowing rotation all areas included low trim on Asian jasmine property wide
Weeding:	Weed, clean
Trimming:	Clean and trim
Treatments:	Ant mounds

Outlying Areas

Filter Pond, CCCC	cleaned and checked
Outlying mail centers	cleaned and checked
Natural Areas Weedeat	scheduled
Rock Areas, Clean and Treat	scheduled

Irrigation:

First controller check 98% complete
Controllers remain off
Repairs as needed
Drought conditions persist, water to be turned on when needed

Wnter Storm Damage

Special Irrigation turn on doublechecks, flush and check, 98% complete	
Trim all vines back to base	100% complete
Cut all water iris on property	100% complete
Cut/remove dead cacti on property	95% complete
Cut /remove/haul off all dead jasmine at MoPac/LaCrosse	100% complete
Apply mychorrezhea treatment	underway
Remove Rosemary	underway

Construction Damage and Projects

Construction continues to be a major threat to the irrigation and commons areas.

Slaughter/Escarpment, Mobility Corridor Improvements
ongoing, providing technical advice and materials to COA

**Circle C Landscape
Board Report. April 2021**

Slaughter/Escarpment, Monument damage at median

Slaughter at Beckett to MoPac: No water in this area
Second median has no water due to construction

LaCrosse at Mopac: Continued construction and median damage
Wildflower Park Side, debris and continuing construction
LaCrosse West side, debris and continuing construction

Avana: Bear Creek Elementary School Damage to west side
New Sidewalk at Bear Creek Elementary School Damage
Trissino/Cricoli area damaged by light pole installation
Fiber Optic Area Damage--natural areas repaired
Turf areas to be repaired in spring

Greyrock: New Irrigation Installed
Rock Work Installed
Grass and drip for grass installed

Circle C Aquatics

March 2021

**Modified Spring
Operations**

Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	765	0	765
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	765	0	765

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,261	16,585	3.15
Renters	389	1,404	3.61
Totals	5,650	17,989	3.18

Revenue	
Programs	\$ 1,170
Swim Team	\$ 4,865
Guest Fees	\$ 0
Area Reservations	\$ 0
Facility Rentals	\$ 0
Lane Rentals	\$ 0

Program Enrollment	
Select Swim Team	32
Masters	0
Group Swim Lessons	0
Private Swim Lessons	0
Water Aerobics	0
Lifeguard Certification	15
Water Safety Instructor	0
Scout Swim Tests	0

Private Rentals	
Swim Center	0
Community Center	0
Avaña	0
Greyrock	0
Totals	0

Area Reservations	
Swim Center	0
Community Center	0
Avaña	0
Greyrock	0
Totals	0

Special Events	
Lane Rentals	
Food Trailer Night	
Dive-In Movie	

Incidents/Injuries

Incident Types	Mar-21				YTD			
	SC	CC	AV	GR	SC	CC	AV	GR
<i>Water Rescue Incident</i>	0	0	0	0	0	0	0	0
<i>First Aid Incident</i>	1	0	0	0	1	0	0	0
<i>Sudden Illness Incident</i>	0	0	0	0	0	0	0	0
<i>Patron Behavior Incident</i>	0	0	0	0	0	0	0	0
Total	1	0	0	0	1	0	0	0
	1				1			

Entry Data	SC	CC	AV	GR	SC	CC	AV	GR
<i>Resident Entries</i>	765	0	0	0	765	0	0	0
<i>Guest/NonRes Entries</i>	0	0	0	0	0	0	0	0
Total Entries	765	0	0	0	765	0	0	0
<i>Incidents Per Entry By Facility</i>								
<i>Incidents Per Entry Total</i>	765				765			

Incident Data	SC	CC	AV	GR	SC	CC	AV	GR
<i>Suspensions / Expulsions</i>	0	0	0	0	0	0	0	0
	0				0			
<i>Biohazard Cleanup</i>	0	0	0	0	0	0	0	0
	0				0			
<i>EMS / 911 Calls</i>	0	0	0	0	0	0	0	0
	0				0			

Circle C HOA
Maintenance Report for Board April 2021
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Annual Fire Extinguisher Inspections Completed
- New Storage Sheds Installed for Swim Coaches/Lessons as well as new Maintenance Shed
- Had Roto Rooter out to unclog grease clog in drain for café/comp pump room

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Annual Fire Extinguisher Inspections Completed
- Replaced Hot Water Circulating Pump and Two Mixing Valves—Cleaned screens on all faucets

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.
- Repairs to Beach Entry, Tile, and Splash Pad started—Estimated Completion of 5/15
- Annual Fire Extinguisher Inspections Completed

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Spotlight and Bollard Repairs along Escarpment completed 90%
- Traced Out and Repaired electrical short in conduit/j-box for Greyrock monument lighting
- Ongoing Graffiti Removal
- Added Fence Panels to completely enclose Park Place Playground

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- Two Spray Features Were Refurbished and Installed
- Shower Valve Replacements in process—submitted to insurance for claim
- Pool Preparations for May 1 opening in process
- Annual Fire Extinguisher Inspections Completed
- Shade Structures on Playground Completed

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- Annual Fire Extinguisher Inspections Completed



Groundbreaking Since 1908.

Circle C HOA Landscaping – To Be Completed

Proposal includes the following scope or work items:

- Clean, remove, grading and replacement of 72” strip of drip irrigation and zoysia sod along the west side of Escarpment Boulevard between Trissino Drive and Bernia.
- Replacement of (4) red oak trees and irrigation bubblers near the sidewalk crossing.
- Repair of damaged drip irrigation control wiring on west side of Escarpment Boulevard between Trissino Drive and Bernia.
- Soil depth of 4” at repaired turf and planting areas.
- Clean and replace river rock at the southwest corner of the roundabout.
- Mulch in plant beds
- Clean swale and re-use existing large rocks.
- Replacement Planting Include:
 - (21) – Mexican Brush Sage 5G
 - (21) – Bug Muhly 5G
 - (30) – Mexican Feather Grass
- Temporary Irrigation form water supplied by AISD, piping to be routed from the school through the roadway sleeves.

Circle C Landscape

Bid for Escarpment Restoration

This bid assumes a working irrigation controller, working wiring, and working valves for all areas.

The current irrigation system is not working

1. Southwest Corner Trissino and Escarpment

Aproximate Area: 2500 s.f.

Clean, scrape and haul off rock tailings and debris

Rebuild drainage swale from sidewalk bridge to box drain

Install large rock in swale base, install river rock on swale sides

Add 3" Thunder Garden Soil in bed areas

Install Plants to include:

10 Lindeheimer Muhly 1 gallon

20 Mexican Bush Sage 1 gallon

30 Mexican Feathergrass 1 gallon

Reset drip irrigation

Mulch

Water In by hand and monitor grow in for 30 days

2. Restoration of Area behind new curb, Trissino to Bernia on Escarpment

Area: 31,600 s.f.

Kill, clean scrape and dispose of existing turfgrass areas

Remove 11 desert willows in turf area, stump grind, remove root areas to ensure smooth surface

Regrade all areas to smooth surface, remove excess rock as needed

Add 3" screened chocolate loam in all disturbed areas

Add 1" screened chocolate loam in all preserved areas

Grade and smooth to turf grass installation surface standards

Install RB subsurface drip to all turf areas, provide appropriate irrigation for all trees in area

Rebuild rock drains at north and south ends

Install Pallasades Zoysia in all turf areas

Install two replacement 45 gallon shade trees

Rebuild bubblers to all trees on berm, west of sidewalk
Water turf in by hand and monitor grow in for 30 days

Total Pricing: \$112,800

**Escarpment at Southwest Elementary School
Irrigation**

The irrigation in this area is run from a controller at Bernia and Escarpment. The controller operates 51 stations of irrigation

The installed irrigaiton is not working, there has been construction from the school and alterations to the systems by others.

The following work is proposed:

- Check system

- Wiretrack as needed

- Resplice as needed

Report all other malfunctions to the CCHOA

Total Price:

\$4,800.00

AMENITIES AGREEMENT

**CIRCLE C HOMEOWNERS ASSOCIATION, INC
and
COVE at CIRCLE C OWNERS' ASSOCIATION, INC.**

This Amenities Agreement (this "Agreement") is made by and between **Cove at Circle C Owners' Association, Inc.**, a Texas non-profit corporation ("Cove at Circle C OA"), and **Circle C Homeowners Association, Inc.**, a Texas non-profit corporation ("CCHOA"). Each of CCHOA and Cove at Circle C OA are herein sometimes individually referred to as a "Party" and collectively referred to as "Parties".

RECITALS

- A. CCHOA is a non-profit corporation created to administer the Declaration of Covenants, Conditions, Conditions and Restrictions for Circle C Ranch Subdivision, recorded at Vol. 10585, Page 0110, in the Official Public Records of Travis County, Texas as the same may be amended from time to time (the "CCHOA Declaration"). The property subject to the CCHOA Declaration is referred to herein as "Circle C".
- B. Cove at Circle C OA is a non-profit corporation created to administer the Development Area Declaration and Declaration of Condominium for Avi LaCrosse Condominiums (later renamed Cove at Circle C), recorded under Document No. 2018119519 of the Official Public Records of Travis County, Texas (as the same may be amended from time to time, the "Cove at Circle C Declaration").
- C. The land subject to the Cove at Circle C Declaration is described in Exhibit A of said document, being Lot 2, Block A, Resubdivision of Lot 1, Block Y, Circle C Ranch Phase B Section Nineteen, according to the map or plat thereof, recorded in Document No 201400288, Official Public Records, Travis County, Texas (the "Cove at Circle C Tract"). The Cove at Circle C Tract is not subject to the CCHOA Declaration.
- D. Collectively, Circle C and the Cove at Circle C Tract are referred to in this Agreement as the "Property".
- E. SDC LaCrosse, LLC, a Texas limited liability company, is the "Declarant" under the Cove at Circle C Declaration, and executes this Agreement solely for the limited purpose of fulfilling the terms of section 2 below and to bind, to the maximum extent of Declarants authority, the Cove at Circle C Tract to the terms of this Agreement.
- F. The Parties have entered into this Agreement for the purpose of specifying the terms, condition, and provisions pursuant to which (i) CCHOA will allow access to all CCHOA owned and/or operated amenities, amenity improvements and common areas (the "Shared Common Areas") by Cove at Circle C OA and its members; (ii) CCHOA will own, operate, and maintain the Shared Common Areas; and (iii) Cove at Circle C OA will pay certain amounts to CCHOA associated with the operation, maintenance, use and repair of the Shared Common Areas.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, CCHOA and Cove at Circle C OA hereby agree as follows:

1. Shared Common Areas. CCHOA shall grant to Cove at Circle C OA, for the benefit of its members, a non-exclusive, non-revocable license (the "License") through the term of this Agreement, for access to and use of the Shared Common Areas. The License will be subject to the CCHOA Use Rules, hereinafter defined, and the right of CCHOA to suspend use of the Shared Common Areas by any member of Cove at Circle C OA, or resident of property within the Cove at Circle C Tract, for violation of such Use Rules in the same manner that CCHOA can suspend use of the Shared Common Areas by any member or resident of CCHOA.
2. Cove at Circle C Declaration. The Cove at Circle C Declaration will be promptly amended after execution and recordation of this Agreement against the Cove at Circle C Tract to include the following provision: "Each Owner, by acquiring all or any portion of the property encumbered by this Declaration, shall be obligated to comply with the terms and provisions of that certain Amenities Agreement, entered into by and among Declarant, Cove at Circle C Owners' Association, Inc., and Circle C Homeowners Association, Inc., recorded as document (insert recording information for this Agreement) in the Official Public Records of Travis County, Texas (the "Amenities Agreement"). Pursuant to the terms and provisions of the Amenities Agreement, each Owner/member of Cove at Circle C Owners' Association, Inc. shall be permitted access to the Shared Common Areas, as defined therein, on the same terms as members of CCHOA. In addition, the Amenities Agreement includes provisions which require Cove at Circle C Owners' Association, Inc. to pay certain costs associated with the operation, maintenance, repair, and replacement of the Shared Common Areas, which cost participation will be discharged through assessments levied by the Association upon its members."
3. Use Rules. CCHOA will adopt reasonable rules and regulations concerning the use of the Shared Common Areas (the "Use Rules"). In no event will the Use Rules treat Cove at Circle C OA members differently from members of CCHOA, it being understood and agreed that the Use Rules will apply uniformly against the members of CCHOA and Cove at Circle C OA without exception. CCHOA may suspend use of the Shared Common Areas by any member of CCHOA or Cove at Circle C OA for violating the Use Rules. In addition, the Board of Directors of Cove at Circle C OA will adopt the Use Rules and will inform Cove at Circle C OA members that any use of the Shared Common Areas by any such members is subject to compliance at all times by such members with the Use Rules. The Board of Directors of CCHOA and Cove at Circle C OA shall each be obligated to address violations of the Use Rules by their respective members and collect and fines associated therewith in the same manner and utilizing the same procedures used to address violation of other rules and regulations adopted by each association. In the event a fine is collected by Cove at Circle C OA due to a violation of the Use Rules

by any member of Cove at Circle C OA, such fine must be remitted to CCHOA, excluding collection costs and attorney's fees incurred by Cove at Circle C OA associated with such violation.

4. Amenity Fee. No later than thirty (30) days after each Unit in the Cove at Circle C Tract closes under a sale to a third-party purchaser, Cove at Circle C OA will begin paying CCHOA a fixed sum per year as compensation for use of the Shared Common Areas. In the first year, starting with May 1, 2021, Cove at Circle C OA will pay to CCHOA \$706.00 per year for each Unit subject to Cove at Circle C Declaration (the "Amenity Fee"), to be paid in equal semi-annual installments on May 1 and Oct 1st of each year. Notwithstanding the forgoing provision, Cove at Circle C OA will not be required to pay the Amenity Fee for developed residential Units subject to the Cove at Circle C Declaration which are, as of 30 days before each due date, then owned by (i) Cove at Circle C OA, (ii) Cove at Circle C Declarant (or any of its affiliates), or (iii) any owner who is in the business of constructing a Unit for resale to third parties. The Amenity Fee may be increased by CCHOA each year that the CCHOA Board of Directors increases the assessment for CCHOA members pursuant to the CCHOA Declaration. The amount of the increase shall be the same percentage increase as the percentage increase for CCHOA members. If Cove at Circle C OA fails to timely pay the Amenity Fee, CCHOA may deny access to the Shared Common Areas to all members of Cove at Circle C OA (including tenants and guests) until the Amenity Fee due, as well as all reasonable collection costs incurred with respect thereto and interest at 6% per annum accruing from the applicable due date, are paid to CCHOA.
5. Term. This Agreement (a) will run with and bind the Cove at Circle C Tract once the amendment of the Cove at Circle C Declaration described in Section 2 above has been validly adopted and recorded against the Cove at Circle C Tract in the Official Public Records of Travis County, Texas, and (b) inures to the benefit of and enforceable by each of the Parties, and their respective legal representatives, heirs, successors, and assigns, for an initial term of thirty (30) years. Such term shall roll over for additional ten (10) year periods each unless either party provides written notice to the other of intent not to renew no earlier than one (1) year before the expiration of the then existing term and no later than directly before the expiration of such term.
6. Default and Termination. If a Party fails to comply with any term or provision of this Agreement (the "Defaulting Party") and such failure or alleged failure is not cured within sixty (60) days after written notice of default has been provided to the Defaulting Party, the other association (the "non-Defaulting Party") shall have the right to (a) terminate this Agreement by providing written notice thereof to the Defaulting Party, and/or (b) enforce any or all rights hereunder. On termination, (i) CCHOA and Cove at Circle C OA shall each have the right to file a statement

of termination against the Cove at Circle C Tract specifying that this Agreement is of no further force and effect; and (ii) Cove at Circle C OA and its members shall have no further claim to, right or interest in the Shared Common Area; provided that such termination shall not diminish or affect CCHOA's right to collect the Amenity Fee accrued and prorated as of the date of termination, which Amenity Fee shall be payable within 30 days after the date of termination.

7. Insurance. CCHOA shall, at all times during the term of this Agreement, keep or cause to be kept in force a policy or policies of comprehensive general liability insurance for the Shared Common Areas protecting against claims and liabilities arising out of injuries to or the death of any persons or property damage through use of the Shared Common Areas. The policy limits shall be as determined in the sole discretion of CCHOA. Said policy or policies shall name Cove at Circle C OA as an additional insured with respect to claims arising out of the use or operation of the Shared Common Areas by its members, but not otherwise. Upon request, CCHOA shall deliver to Cove at Circle C OA a copy of the policy or policies, or other proof of insurance satisfactory to Cove at Circle C OA. Each of these policies shall provide that such insurance shall not be cancelled unless fifteen (15) days prior written notice of such cancellation is given to any additional insured named on such policy. CCHOA and Cove at Circle C OA shall waive and release any and all right of recovery against the other, including employees and agents, arising during the term of this Agreement for any and all loss or damage to any property or person, which loss or damage arises from any peril which is covered by such insurance.

8. Indemnification.
 - (a) Indemnification by CCHOA. CCHOA shall hold Cove of Circle C OA, its officers, directors, agents, employees, members and each of their respective successors and assigns, harmless from and against and indemnify and defend them against any and all injury, loss, damage, liability (or any claims in respect of the foregoing), costs or expenses (including, without limitation, reasonable attorney's fees), of whatever nature, to any person or property caused or claimed to be caused or resulting from the negligence or willful acts of CCHOA, its officers, directors, agents, employees, successors and assigns, while acting in their capacity as such, provided nothing contained herein shall require CCHOA to indemnify Cove at Circle C OA against matters resulting in whole or in part from Cove at Circle OA's negligence or willful wrongful acts.

 - (b) Indemnification by Cove at Circle C OA. Cove of Circle C OA shall hold CCHOA, its officers, directors, agents, employees, members and each of their respective successors and assigns, harmless from and against and

indemnify and defend them against any and all injury, loss, damage, liability (or any claims in respect of the foregoing), costs or expenses (including, without limitation, reasonable attorney's fees), of whatever nature, to any person or property caused or claimed to be caused or resulting from the negligence or willful acts of Cove at Circle C OA, its officers, directors, agents, employees, successors and assigns, while acting in their capacity as such, provided nothing contained herein shall require Cove at Circle C OA to indemnify CCHOA against matters resulting in whole or in part from CCHOA's negligence or willful wrongful acts.

9. Notice. All notices required or permitted to be given by this Agreement must be in writing and delivered to the recipient;
- (a) By depositing the same in the United States Mail, certified, with return receipt requested, addressed to the Party to be notified, and with all charges prepaid; or
 - (b) By depositing the same with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; or
 - (c) By delivering the same to such Party or an authorized agent of such Party by hand delivery.
 - (d) Notice deposited in the United States mail shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given to any other manner shall be effective on the date of receipt.
 - (e) For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be the respective address shown below for the applicable Party.

CCHOA:

Circle C Homeowners Association Inc.
7817 La Crosse Avenue
Austin, Texas 78739
Attn: Karen Hibpshman
E-mail: info@circlecranch.info
Coves at Circle C OA

COVE AT CIRCLE C OA:

Cove at Circle C Owners' Association, Inc.
2300 South Lamar, #106
Austin, TX 78704
Attn: Tara Hamilton
admin@symcoxdev.com

A Party may change its address by written notice to the other Party.

- (f) If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday,
10. Mediation: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall act in good faith and use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, at least one (1) representative selected by each Party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties to the dispute. When feasible, the parties should submit disputes to mediation prior to initiating litigation; provided that nothing herein shall prevent initiation of a lawsuit to prevent running of the statute of limitations, restrain actions that may or will result in imminent harm or damage, or for other legally viable reason.
 11. Attorney's Fees. In the event a dispute cannot be resolved by mediation, the Party who substantially prevails in any litigation concerning this Agreement or the rights and obligations arising hereunder shall be entitled to recover reasonable attorney's fees, process server and subpoena fees, and taxable court costs.
 12. No CCHOA Membership Status. This Agreement does not confer upon Cove at Circle C OA or its members any rights of membership in CCHOA (such as, without limitation: voting privileges, meeting attendance, document inspection, etc.), and no such rights are intended, either by express provision or implication.
 13. Additional Documents. Each of the Parties shall execute and deliver any and all documents and instruments and perform such additional acts reasonable requested by the other Party to implement the terms of the Agreement.
 14. Counterpart Execution. This Agreement may be executed in any number of counterparts, with the same effect as if all Parties had signed the same document,

and all counterparts will constitute one and the same agreement. A Party may record a counterpart in the Official Public Records of Travis County, Texas.

15. Binding Effect. The obligations under This Agreement will be binding on the respective successors and assigns of the Parties, and the member of each Party.
16. Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of Texas and will be enforceable in Travis County, Texas. The County Courts at Law and District Courts of Travis County, Texas shall be the exclusive forum for any action relating to this Agreement, and the Parties expressly consent to personal jurisdiction in Travis County, Texas.
17. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all Parties. To the extent of any conflict or inconsistency between this Agreement and the Common Area Agreement concerning the Cove at Circle C Tract and signed by CCHOA and Cove at Circle C OA on the dates set forth hereinbelow, respectively, this Agreement shall control.

[SIGNATURE PAGES FOLLOW]

COVE AT CIRCLE C OA:

COVE AT CIRCLE C OWNERS' ASSOCIATION, INC,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared _____, _____ of Cove at Circle C Owners' Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public - State of Texas

CCHOA:

CIRCLE C HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared _____, _____ of Circle C Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2021.

Notary Public - State of Texas

**Circle C Landscape
Slaughter/Escarpment Monument Landscaping**

Estimated Cost: \$35,000.00

Area: East and West Sides of Escarpment Entry at New Monument

West Side Improvements:

1. Irrigation

- a) Tie into existing main line and install new main line to allow for installation of new valves out of the existing right of way area.
- b) Install new valves for drip irrigation, install separate valve for turf areas that may be damaged by future construction.
- c) Install new ACC two wire controller
- d) Install new wiring enclosed in conduit and out of right of way
- e) Install new subsurface drip line

2. Grading/Soils

- a. Regrade in front of monument to direct water away from monument base
- b. Install garden and turf soils in new landscape locations

3. Rock Maintenance Band

- a. Install River Rock Band around monument base, front and back to protect monument base.

4. Turf and Landscape Plantings

- a. Install Zoysia turf in front of monument in grass area
- b. Add native plantings to sides of monument and at planter bed

5. Water In and Monitor

- a. Hand water in turf and bed areas. Utilize Mychorrhizea for grow in. Monitor for 30 day grown in period.

East Side Improvements

1. Irrigation

- a) Install new valves at existing locations. Existing wiring to be used.
- b) Install new subsurface drip line

2. Soils

- a. Install new garden and turf soils

3. Rock Band

- a. Install River Rock band around monument to protect monument base and eliminate areas that are too small to get a mower into.

4. Turf and Landscape Plantings

- a. Install Zoysia Turf in all turf areas
- b. Install native plantings at both ends of monument
- c. Install native plantings at existing circle.

5. Water In and Monitor

- a. Hand Water in turf and bed areas. Utilize Mychorrhezea for grown in. Monitor for 30 day grown in period.

Conditions affecting both sides

- 1. Portions of the project fall within the Mobility Corridor Improvements by the City of Austin that will be installed over the next two years.
- 2. During construction, the City of Austin may cause interruptions in the watering schedule. Our ability to hand water in that area is limited and loss could occur. Replacement could be necessary in some areas due to this.
- 3. The west side will include all new components and wiring, however, there is no electrical service for the east side of the area, thus that side will rely on existing wiring. This area could be converted in the future.

This proposal will remain in effect for 60 days. Submitted 1/25/2021.

NIEMANN & HEYER, L.L.P.

SCHEDULE OF LEGAL FEES AND SERVICES (HOA -- NON-JUDICIAL (AKA EXPEDITED) FORECLOSURE) (effective 1-20)

<u>N&H's Online Assessment Collection Tracking System</u>	<u>Legal Fee</u>	<u>Third Party Costs</u>
24/7 online access to active accounts	No Charge	
Instant online status reports	No Charge	
Online collection action authorization	No Charge	
Complete online collection account history	No Charge	
 <u>Required Collection Actions</u>		
<u>Stage: Legal Demand Letter</u>		
Account Setup, Initial Title Check, review §209.0064 letter, & Ownership verification	\$25*	
30-Day Demand Letter	\$155.00* per property	
	(*these two charges are typically billed together)	
Fair Debt Dispute Response Letter	\$110.00 per property.	
 <u>Stage: Notice of Lien</u>		
Legal review of Notice of Lien not filed by N&H (if necessary)	\$80.00 per property	
Obtain/Review Full Title Report (includes cost of report)	\$175	
Process Notice of Lien and Release of Lien	\$275.00 per property	~\$38.00 per property
Release of Lien if N&H did not process initial lien	\$75 +filing fees	
Process Subordinate Lien Holder Notice (if necessary)	\$175.00 per Lien Holder	~\$7.00 per Lien Holder
 <u>Stage: Notice of Intent to Foreclose</u>		
Process Notice of Intent to Foreclose	\$145.00 per property	\$7.00 per property
 <u>Stage: Petition to Foreclose</u>		
Process Expedited Foreclosure Petition, Affidavits, and Related Motions and Orders	\$650.00 per property	per court
Process and File Default Order	\$275.00	~\$5.00.
Attend Expedited Foreclosure Hearing	Hourly rate	
Other work requiring direct attorney oversight	Hourly rate	
Prepare Notice to Lienholders (Ch. 209, mandatory)	\$175	~letter mailed by HOA cmrrr
 <u>Stage: Foreclosure</u>		
Process Notice of Sale Documents	\$275.00 per property	~\$9.00 per owner
Department of Defense Manpower Search		~at cost
Conduct foreclosure sale	\$300.00 per property	
No Sale Notice Letter	\$200	
Process post-sale documents (Lot sold to Association)	\$250.00 per property	~\$47.00 per property
Process post-sale documents (Lot sold to third party)	\$250.00 per property	~\$47.00 per property
Track redemption period	No Charge	
Process Redemption and Affidavit of Redemption from Third Party	\$225.00 per property	
Process Redemption and Redemption Deed	\$190.00 per property	~\$26.00 per property
Process Affidavit as to Completion of Redemption Period	No Charge	
 <u>Other Actions/Charges</u>		
Standard communications by phone or email with debtor	No Charge	
Communications with property manager regarding debtor account	No Charge	
Payment Plan – standard, prepare and monitor	\$24.00 per month.	
Payment Plan – negotiated/non-standard	Hourly	
Appointment of Substitute Trustee	No Charge	
Pre-Authorization Resolution	No Charge	

NIEMANN & HEYER, L.L.P.

Payment Plan Default Letter	\$125
Travel Charge – Counties Other Than Travis & Williamson	Hourly
Bankruptcy check	\$30/check
Proof of Claim (Bankruptcy)	\$190.00 per filing
Bankruptcy Monitoring Fee	\$30.00/check of Bankruptcy system ¹

Costs

Court costs and county recording fees may vary by county and may change over time.

N&H's Online Assessment Collection Tracking System

N&H offers the industry's most comprehensive automated online collection system, which allows our clients direct, real time information on all pending collection actions at no additional cost. Your only requirement to use this system is internet access and a valid e-mail address. Managers and directors/officers desiring access simply need to contact our collections department at 512-474-6901 to obtain a unique username and password.

Note: This schedule reflects our standard fees for collection actions. Unlike many/most firms we do not charge hourly rates on top of these flat fees, for example we generally do not charge for standard conversations with debtors, however requirements for individual collection matters may result in additional fees and charges such as hourly charges for attorney-to-attorney communications or lengthy communications with debtors. We will make reasonable efforts to provide clients advance notice of any changes to this schedule.

¹ These checks are done periodically, but no more frequently than monthly.

PREFERRED LEGAL PRICING STRUCTURE

(All fees valid through July 31, 2021)

Initial Demand Letter	\$195.00* each
Final Demand letter	<ul style="list-style-type: none">• Conduct title search (or update title search) of property to confirm demand letter are sent current record owner(s).
Lienholder Letter	<ul style="list-style-type: none">• Conduct social security number search for all owners of record. Use full social security number to run bankruptcy search to confirm no current bankruptcies exists or if a relevant discharge order has been entered.• Create online file. Review 209 letters to determine if owners of record have been properly notified by Association. Review account history for time-barred debt and accurately input debt entries into system. Verify mailing address with USPS.• Review Appraisal District records for possible alternate mailing addresses.• Verify violation if deed restriction letter.• Draft letter for attorney review.• Attorney review and execution/finalization of letter.• No additional charges for communications with client or owner.• No additional charges for postage, copies, faxes and long-distance telephone calls.• No additional charges for receiving payments, analyzing payment applications and forwarding payment to client. <p>*Combination letters (collection and deed restriction) are not included in this price structure.</p>
NFC (Property Report)	\$220.00* each <ul style="list-style-type: none">• Conduct property search (NFC) to determine lienholders in compliance with Texas Property Code SEC. 209.0091 <p>* Cost is \$220.00 except for the following counties: Bandera, Grayson, San Jacinto and Trinity Counties.</p>
Notice of Lien Letter	\$200.00 each <ul style="list-style-type: none">• Conduct title search to verify no change in ownership filed in property records.• Conduct bankruptcy search to confirm no current bankruptcies exists or if a relevant discharge order has been entered.

- Review updated account history for time-barred debt and accurately input debt entries into system.
- Draft letter for attorney review.
- Attorney review and execution/finalization of letter.
- No additional charges for filing fees, postage, copies, faxes and long-distance telephone calls.

**Lien, Release
filed with the
County**

\$225.00 each

- Draft Lien / Release for attorney review.
- Attorney review and execution / finalization of Lien/Release.
- E-Record Lien / Release and upload same.
- No additional charges for filing fees, postage, copies, faxes and long-distance telephone calls.

**Notice of Non-
Compliance
(Deed Restriction
Violation),
Release**

\$225.00 each

- Draft Notice of Non-Compliance / Release for attorney review.
- Attorney review and execution/finalization of Notice of Non-Compliance / Release.
- E-Record Notice of Non-Compliance/Release and upload same.
- No additional charges for filing fees, postage, copies, faxes and long-distance telephone calls.
- CAUTION: Does not affect the statute of limitations.

**Appointment of
Agent/Trustee**

\$225.00 each

- Review dedicatory instruments regarding Association's appointment authority
- Prepare Appointment Agent/Trustee.
- Review and E-Record Appointment and upload same.
- No additional charges for filing fees, postage, copies, faxes and long-distance telephone calls.

**Condominium
Foreclosure
Letter and Notice
of Sale
(Non-Judicial
Foreclosure)**

\$375.00* each

- Conduct bankruptcy search to confirm no current bankruptcies exists or if a relevant discharge order has been entered.
- Review updated account history for time-barred debt and accurately input debt entries into system.
- Draft letter for attorney review.
- Draft Notice of Sale for attorney review.
- Attorney review and execution/finalization of letter and Notice of Sale.
- No additional charges for filing fees, postage, copies, faxes and long-distance telephone calls.
- Does not include hand delivery and notice of sale posting.

**Attend
Foreclosure Sale**

\$325.00* each

- Review all file materials in preparation of sale.
-

- Review and calculate bid information
- Travel to/from office to sale location
- Conduct sale
- Submit collected funds to Association.

*Cost of Foreclosure Sale may be different due to location of sale in different counties.

Other Letters: \$140.00

- Balance Due Letters
- Default Letters
- Return Check Letters

Payment Plans

- 2-6 Month Payment Plan - \$275.00
- 7-12 Month Payment Plan - \$375.00
- 13+ Month Payment Plan - \$550.00

Petition/Lawsuit \$500.00 each**

(This amount does not include filing and/or service fees.)

- Conduct updated title search or NFC of property to ensure proper notice is being sent to all current record owner(s).
- Conduct military service search to determine military status.
- Detailed analysis of national bankruptcy filings to confirm bankruptcy has been filed prior to the lawsuit.
- Review current account history to determine amount due on assessment account. Update account reflecting time-barred debt and accurately input debt entries into system. Verify mailing address with USPS.
- Draft Plaintiff's Original Petition.
- Attorney review and execution of Plaintiff's Original Petition.
- E-File Plaintiff's Original Petition with the court.

**Combination lawsuits (collection and deed restriction) are not included in this price structure

Free Services

- No additional cost for the standard monthly status reports.
- No additional cost for access to the RMWBH online system which is available 24/7.

For all work performed beyond the scope of a specific flat-fee service (not all flat-fee services are listed above) hourly rates will apply. Additionally, we reserve the right, with notice to the client, to convert a particular flat-fee service to hourly rates in the event owner engages counsel or engages in uncivil conduct toward any member of management, the board or the RMWBH team.

Please note the flat-fee schedule assumes prompt payment of all RMWBH invoices. For invoices not paid timely, RMWBH reserves the right to convert all matters to hourly rates.

THE WEICHERT LAW FIRM

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DARRYL W. PRUETT
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WEICHERT LAW FIRM COLLECTION PROCESS AND COSTS

OPTION #1 DEMAND LIEN PROCESS (2 STEP- RECOMMENDED):

1). DEMAND LIEN LETTER: \$250.00 (\$5.00 ADDITIONAL IF IN HAYS, BELL, GUADALUPE, OR COMAL COUNTIES) Includes deed search to verify property ownership, drafting the correspondence, postage, file set up, filing of the lien with the appropriate county clerk, and release of lien upon payment in full of delinquent account.

2). NOTICE OF FORECLOSURE LITIGATION LETTER: \$150.00 Includes deed search to verify property ownership, postage, and letter. This is the last step before Litigation and it gives the homeowner another opportunity before having a lawsuit filed.

OPTION #2 DEMAND LETTER PROCESS (3 STEP):

1). DEMAND LETTER (NO LIEN) - \$150.00 (\$5.00 ADDITIONAL IF IN HAYS, BELL, GUADALUPE, OR COMAL COUNTIES) Includes deed search to verify property ownership, drafting the correspondence, postage, and file set up.

2). LETTER AND LIEN - \$250.00 Includes deed search to verify property ownership, drafting the correspondence, postage, file set up, filing of the lien with the appropriate county clerk, and release of lien upon payment in full of delinquent account.

3). FORECLOSURE NOTICE LETTER: - \$150.00 Includes deed search to verify property ownership, postage, and letter. This is the last step before Litigation and it gives the homeowner another opportunity before having a lawsuit

- **PAYMENT PLANS CAN BE ENTERED INTO AT ANY TIME AT ANY STAGE OF COLLECTIONS -**

PAYMENT PLANS: \$25.00 FOR EACH 3 MONTHS OF A PLAN; UP TO 1 YEAR

This includes preparation and drafting of the plan, mailing the plan and a receipt for each payment made. In addition the account is monitored constantly to ensure timely repayment within terms of the agreement.. For a three month plan, it is \$25.00. For up to a twelve month plan it is \$100.00.

DEFAULT OF PAYMENT PLAN LETTER: \$50.00

This includes deed search to verify property ownership, drafting of the letter, postage, and breakdown of fees. Before an account is charged for a Default Letter, courtesy calls and/or emails are sent to the attempting to get the homeowner to make up missed payments and regain a current status before charging additional fees.

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LITIGATION PROCESS AND COSTS

Preparation of Lawsuit with Application for Foreclosure of Lien: \$300.00

Includes deed search to verify property ownership and drafting of the lawsuit.

Court Cost: \$300.00 to \$450.00 (+) (depending on the number of defendants)

Includes: District Court filing fee, citation per defendant, and service of citation per defendant

Office Expenses: \$40.00

Includes photocopy and postage charges, e-filing fees, court copies of file-stamped citation(s)

Substitute Service: \$150.00 - \$450.00+

Required by the Court in the event the Constable is unable serve a defendant in person. Includes drafting the Motion and Order for Substitute Service, filing the motion, attending the hearing authorizing substitute service. Process Server will reserve the lawsuit by posting to the front door of the property or handing the lawsuit to a person residing on the property over the age of 16. Some courts require an attorney to attend a hearing and others will sign the order without an appearance.

Preparation of Nonsuit with Prejudice: \$150.00

The nonsuit is done only after the account has been paid in full. This fee will be added to the account and will be collected as part of the debt. EXCEPTION – A nonsuit will not be filed in the event a judgment is awarded by the Court; a Release of Judgment Lien will be filed instead.

OBTAINING A JUDGMENT

(1) No Answer Default Judgment: \$300.00

Includes preparation of the Motion for No-Answer Default Judgment, Certificate of Last Known Address, Military Affidavit(s), and Affidavits from the Property Manager and Attorney supporting the judgment. Setting the hearing and send notice of the hearing; **OR**

(2) Motion for Summary Judgment: \$600.00 (if an answer is filed in the lawsuit)

Includes preparation of the Motion for Summary Judgment, Certificate of Last Known Address, Affidavits from the Property Manager and Attorney supporting the judgment, and supporting documentation from the Association's Declaration. Setting the hearing and send notice of the hearing.

(3) Attend Judgment Hearing: \$300.00

Includes driving to the courthouse and attending the hearing in front of a Judge

Abstract of Judgment: \$150.00

- Includes preparation of the abstract of judgment, office expenses, and recording fee charged by the county.

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- There is a 30 day appeal period after the Order of Judgment has been executed by the Court. After 30 days, the judgment will be abstracted in the county the property resides in, and is good for ten (10) years.
- In the event, the Association does not want to pursue Judicial Foreclosure, the Abstract of Judgment will encumber the property and prevents the defendant(s) from selling or obtaining financing until the judgment is paid. If the defendant(s) does/do not pay the judgment, it will continue to bear interest at the rate provided by law (usually five percent), and the abstract of judgment will need to be renewed every ten years.

JUDICIAL FORECLOSURE

After the abstract of judgment is recorded, the Association can proceed to foreclose on its lien.

- (1) **Last Courtesy Notice warning of the Order of Sale being sent to the Sherriff: \$300.00 (plus \$40.00 in expenses) – This step is optional**
- (2) **Order of Sale to Sherriff: Cost of Execution of Order and Efiling fees (varies by county)**
- (3) **Publication of Sale in Local Newspaper (Cost varies)**

Release of Abstract of Judgment: \$150.00

- Includes preparation of the release of abstract of judgment, office expenses, and recording fee charged by the county. This occurs when the Judgment amount is paid off – either through a Foreclosure Sale held by the Constable or if the Homeowner pays the Judgment amount off without having to go all the way to a sale.

Please note that the purchaser at auction (which could be the Association) takes the property subject to any outstanding mortgage liens and would be required to continue to make the payments due under those liens. There is a right of redemption, which gives the homeowner the right to recover his property for 180 days by paying all costs incurred by the purchaser.

If the Association purchases the property at the sale, it may remove the occupants of the home and acquire possession of the premises by forcible entry and detainer action (FED). After the right of redemption passes, the Association may convey the property subject to the senior lien. The cost is based on an hourly basis of \$300.00 per hour plus costs of court.

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Deed Restriction Violations

Attorneys' fees for a deed for standard, single restriction violation letters are \$150.00. This fee covers deed, ownership and county appraisal district research, review of violation documentation and the Association's Restrictions, preparation and mailing of violation letter, calendaring of deadlines, maintenance of status reports and communication with the Association Manager.

Billing Rate

The billing rate for work performed is \$300.00 for attorneys and \$100.00 per hour for legal assistant and law clerk service. This billing rate shall apply to all legal services rendered at the request of the Association Manager or any director or officer of the Association, other than the fixed fees for collection of delinquent account itemized above.

Method of Time Calculation

Our legal service fees are based on time actually spent in your representation. Meetings, research, review and drafting of documents and letters, business calls and business travel will be included in the calculation of time spent on your transaction. Time is recorded in minimum increments of 1/6th an hour, or ten minute intervals. A business call of less than ten minutes will be recorded as a sixth of an hour.

Disbursements (For General Matters)

In addition to time charges, you will be billed for disbursements directly related to your representation as follows:

- i) in-office photocopy costs (15¢ per page);
- ii) long distance (\$2.00 per 6 minute increment);
- iii) online legal research (\$25.00 per hour);
- iv) filing and application fees (at cost);
- v) deliveries/express mail/postage (at cost);
- vi) sending local faxes and receiving of all faxes (50¢ per page);
- vii) sending long distance faxes (\$1.00 per page);
- viii) mileage (40.5¢ per mile);
- ix) out-of-pocket expenses (at cost); and
- x) file setup fee (\$25.00).

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Legal Fees/ Personal Recourse: Should either party pursue action to enforce any of the provisions hereof, or to recover damages for the breach of this legal services contract, the non-prevailing party in any final judgment agrees to pay the other party all reasonable costs, charges, and expenses including attorney fees due to this law firm, expended or incurred in connection therewith. Should you sue any of the attorneys in this law firm in their personal capacity, you agree, for yourself and any persons claiming by, through, or under you or any other entity referenced above, that by instituting such suit, you and/or any persons claiming by, through, or under you or any other entity referenced above, agree to be personally liable for any and all matters arising hereunder in your personal capacity. In case of any billing disputes, you agree that we will be entitled to a set off for all sums that have been "no charged" or discounted or written off and for any accrued but uncharged interest.

If you have any questions or would like to take advantage of a free initial attorney consultation to learn more about our services, please contact Samantha Rock-Story at 512-263-2666 Ext 105 (samantha@weichertlaw.com) or Jessica Roberson at 512-263-2666 Ext 104 (jessica@weichertlaw.com) to schedule a meeting.

Thanks, and we look forward to working with you!