

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

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of June 30, 2021 board meeting minutes *Trinh Bartlett*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. June 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. 2021 Legislation
 - 1. Chapter 202 Installation Rules
 - 2. Bid Protocol
 - c. Board Meeting Camera
 - d. Update on CCN project
 - e. Update on the Monument landscaping
- VII. Action Items
 - a. Coves @ La Crosse
 - b. Social Media Policy
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. June 2021 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. Chapter 202 Installation Rules
- 7. Bid Protocol

**Circle C Homeowners Association
Board Meeting Minutes
June 30, 2021**

1. The CCHOA Board of Directors convened on June 30, 2021, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:32 p.m. In attendance were board members Russ Hodes, Michael Chu, Theresa Bastian, Natalie Placer-McClure and Stephen Bega. Jason Bram joined via phone. Trinh Bartlett joined at 6:50p.m. CCHOA Manager Karen Hibpsman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director) and Robert Bardeleben (Facilities Coordinator) were present.
2. Russ presented the June 30th, 2021 agenda. Russ asked if there are changes to the agenda. Karen asked to add John McLeod, Kimberly De La Garza and Amy Rupp. Also add item “d” under discussion items as Coves @ La Crosse. Michael motioned to approve the agenda with the additions. Theresa seconded the motion. All were in favor and the motion passed.
3. Russ presented the May 26, 2021 Board of Directors Meeting Minutes. Theresa motioned to approve the minutes as written. Jason seconded the motion. All were in favor and the motion passed.
4. Russ introduced the Homeowner Forum. Jim Casey was not present. John McLeod was not present.

Kimberly De La Garza: As you know, I ran for the HOA Board. I came in 3rd place per the published results, detailing how many votes each candidate received. I am the next highest vote winner behind the 1st & 2nd place winners.

AE Martin resigned 20 days after the election, crating a vacant Board position that needed to be filled. I immediately contacted the Board about my desire to be appointed and I did not think there would be any issues given the information the Board provided to all candidates in the January 20th email. On January 20th, Karen sent all the candidates an email which stated that Russ directed her to send the email. The email included the following statement, indicating that the vacant Board positions are filled with the next highest vote winner of an election.

Given this communication from the Board, I expected that the Board would appoint me, as the next highest vote winner to the vacant position. However, the Board did not honor its commitment to appoint the next highest vote winner. Instead, the Board appointed the person who cam in 4th place, in an apparent break with the Board’s commitment and policy as stated in the January 20th email.

Prior to the May Q&A session hosted by the board to interview me and 4 additional candidates to fill the vacant seat, I forwarded the January 20th email to the Board, highlighting for the board the sentence stating that the Board will be looking at the next

highest vote winner to fill future vacancies. I received no response to my email. After the Board went back on its word by appointed someone other than the next highest vote winner, I sent emails to the Board asking for an explanation. I received responses from Karen but not the Board that did not address my question and I finally requested a meeting with the Board to discuss the matter. My request for a meeting continues to go unanswered.

I understand the at the Bylaws state that..."in the event of a resignation of a director, his successor shall be selected by a majority of the remaining members of the Board, but Russ's statement contained in the January 20th email indicates that the Board has a policy of selecting the next highest vote winner to fill a vacancy. The Board communicated this policy to me and to all the other candidates, in the January 20th email, on which we should be able to rely. If the Board desires to change that policy, it should have fulfilled its commitment by appoint the next highest vote winner and then in a separate action, discuss a change to its communicated policy.

By resending this to the Board tonight, I hope that you see that I am advocating for myself and ask the Board to do the right thing. If you were in my place, would you just sit quietly without raising the issue, would you feel comfortable knowing that the Board completely disregarded its commitment, would you be confident to you can rely on the Board to adhere to its stated policies and commitments? I ask you; do you want to be the Board that is unreliable and lacking integrity? That is not the type of Board that the residents of Circle C Ranch want not deserve. Our community deserves to be able to rely on the HOA Board to conduct itself professionally and with integrity.

Amy Rupp: Do you not respond to a homeowner that speaks here? Karen read the policy to responding to the homeowners at the Homeowner Forum which states "the Board of Directors welcomes questions during the homeowner's forum, questions can be submitted to the HOA office by close of business on the Monday prior to the meeting and we will answer at the end of the meeting. Homeowners may also sign up to speak during the Homeowner Forum at the start of the meeting by calling the HOA manager at 512-288-8663 or sending an email to info@circlecranch.info by close of business on the Friday before the meeting. Homeowners are given 3 minutes to address the board and need to provide an emailed written copy of their concerns. The Board of Directors will discuss the concern and respond at a later date. Amy: How long does it take them to respond? Karen: Normally the response is within a couple of days. Amy: How do they respond? Karen: By an email. Amy: So how do we know the opinions of the board members? We are expected to vote for these people. Do we not get to see how they respond to people or how they vote?

I'm not here to discuss this, though. I'm going to use the remaining time to discuss my property. I've been fighting cancer and \$200,000 in medical bills. I don't get help from my neighbors. Instead, they insist that the HOA would help me out with my landscaping. I have lived here 27 years. The landscape plan was approved. I want you to cease and desist the harassment. You did not look at my shrubbery in my yard. I have vastly stepped up my yard maintenance in the past year along with help from my ex-husband

and kids who have done work on my yard. I look forward to an individual opinion from everyone why you think it ok to attack someone that is doing the best that they can under extreme circumstances and who has requested help multiple times. Is this really the kind neighborhood that we live in, the neighborly neighborhood we live in. Is able to provide pictures of the landscaping that was done in compliance with the waterwise landscaping.

5. Karen provided the management report and the YTD Financials. From May 23- June 25, for violations, it is the normal with trash cans, yard maintenance, inoperable vehicles and architectural (starting a project without approval) vehicle storage (boats, trailers) if they are in the driveway. If they are in the street, those are reported directly to the city. We are seeing more exterior damages but we are working with those owners due the high demand for contractors.

A couple of dates coming up. The July 4th parade will be held on July 3rd, the HOA office is closed on July 5th in observance of July 4th. Food Trailer Night is July 9th, July 12th starts bulk brush pick up starts. On August 2nd, bulk item collection start for the homes south of Slaughter Lane, August 30th, bulk item collection starts for the homes north of Slaughter Lane. We are taking reservations at the Community Center with a 50% capacity.

Under financials, there isn't anything out of the ordinary. Under storm damages, we have spent over \$52K for the clean-up, removal and repairs. I did pull the June numbers and we are just under \$85K for storm damages. The storm damage includes all the clean-up right after the storm, irrigation repairs from broken pipes and removal of the vines on the walls. What was approved at the last board meeting was the removal of the rosemary, cutting back of the water iris, cacti and mycorrhizae treatment.

Trinh joined the meeting at 6:50pm. Russ: We approved \$71K and you used on \$50ish. Karen: No, the \$71K that was specific for the rosemary removal and the cutting back of the water iris and cacti. We are now at just under 85K. Russ: Does this include the pool repairs in this number: Karen: Yes, it does include some of the repairs but there are still repairs that will be added. Russ: My point is, did you already exhausted the money allocated for emergency repairs? Karen: Yes, that money has already been spent.

6. Karen presented the landscaping report. We have had a hot, rainy late May/early June. Working on getting caught up with the mowing rotations. All the clocks and node clocks have been turned on but if there is an issue, they need to let me know. All of the dead rosemary has been removed. Landscaping has had a hard time getting dumpsters so there are piles of dead rosemary waiting on dumpsters. The Slaughter Lane project, the last of the flagging has been completed. Hopefully after they are done with their marking, we will finally be able to get a copy of the plans. The monument landscaping is getting ready to being. This will include new irrigation, sod and plantings. The sod will be installed after September 15th when if cools off a little bit more but when it is completed it will look really nice.

7. Brody presented the aquatics report. We have changed the format of the report a bit and I'm going to try to tweak it a bit to provide more data going forward. In April we had 1600 entries at the Swim Center for lap swimming and family swim lanes. We did have two incidents for First Aid Response and one Sudden Illness treatment outside of the pool facility which required 911 to be called. We are currently in our Spring Hours and starting June 7th will be switching to our Summer Hours. On May 13th, the CDC updated their guidance on individuals who are vaccinated. That lead to some changes to the operations. The reservations were discontinued at Avana and GreyRock will open this weekend
8. Robert presented the maintenance report. We have been busy. My crew is exhausted and taking time off now. Nothing major has come up. As Brody mentioned, the slides have been inspected. Thanks to my crew for making all of this happen. The bills for the Community Center pool are not submitted yet, they will be reflected next month.
9. The first discussion item was Escarpment Loop Project. Russ: Is there any update? Karen: No update on the Escarpment Loop Project. What is the next step is what the board would like to see? Do we send the plans back out to bid? Do we split the project in 4-5 years? I did send the board a Google link with the plans since the file is too large to send any other way.
10. The second discussion item is Landscaping – replanting from the storm loss. Karen will work on dividing up all the areas where we had the rosemary taken out, where we have large bare mulched areas. Some of the areas, Brea going down to Curehee does need an irrigation improvement to support any new plantings. There are some areas that will require a full infrastructure. Russ: Do you have any idea of the pricey? Karen: Some of the areas are quite large so it will be costly. Michael: When you say pricy, are you talking thousand or hundreds of thousands. Karen: It is in the hundreds of thousands. I did get some rough estimates on costs for plants and those have tripled in cost and for a new tree, I was quoted \$1,000 for one tree. Russ: Is that for removal? Is this for a mature tree? Karen: No, just for the tree and it is not for a mature tree.
11. The third discussion item is the 2021 Legislation. Karen explained there a few things that will affect the Circle C HOA and some we are already working on. One of the items is filing revised Management Certificates that have to filed with all the recording documentation. It will have to filed in Travis and Hays County. The board will also have to adopt a bid protocol prior to September 1st. At the July board meeting, there will be a draft bid policy for any bids over \$50,000 in total expenditure. For ACC, the documents are currently written that the ACC decision is final. Under the new legislation, the homeowner can request a hearing with the board and the board has the authority to over-ride the decision. The other legislation that will affect Circle C is the meeting notice requirement. Currently the notice requirement is 72 hours and starting September 1st, the notice requirement will be 144 hours. For a Special board meeting, the

requirement reverts back to the 72 hours-notice. Those are the main items that pertain to Circle C. Russ asked about the Management Certificate. We currently have one filed and the Certificate includes the legal name of the Association, the date the Association was formed and the contact information for the Association.

12. The fourth discussion item was Coves @ La Crosse. Jason: Concerned that there is a \$1,000 per lot given by the builders when they build new homes and not sure if this entity was supposed to be part of our HOA. Also, I don't think this builder has put anything into our amenity fund so I was hesitant to let them come in and use our amenity without the builder put in any payment like other builders do. Karen: I went back to the builder and had Patty review the documentation. Per the document, the \$1,000 does not apply to this lot because it is not a single-family lot, it is part of the commercial property is how the document is written per the settlement agreement. I did ask if they would contribute to the amenity fund and the response was no. They would never become part of Circle C since it is part of the Commercial tract. This is all part of the St Augustine lot that was sub-divided into two lots. The first lot is St. Augustine and the second lot is the condos. When these were being built, we all thought this was part of Circle C and have treated the owners as residents in Circle C.

Jason: My reservation is, what stops any other commercial development from promising access to our amenities and they don't have to pay in? I think folks should be homeowners to have access to our amenities. Theresa: Is the proposed cost less than a Circle C homeowners pay. Jason: My understanding is that the condos will not be assessed the maximum amount. Michael: They would pay 95%. Karen: Yes, the agreement is written that they would pay 95% of our assessments at \$703.00. Theresa: Could the agreement be amended where they would pay the full amount. Karen: Yes, the agreement could be amended. Stephen: Does the agreement have to be agreed to by both sides? Karen: Yes. The developer is still in control of their HOA so the developer would be the one to sign any agreement.

Karen: The developer bought the development from a previous developer. Symcox Development is the 3rd developer on this property. Michael. So, one of the developers misrepresented the situation. This is not our problem. Is the reduction by 5% because they are not residents? Karen: Yes. Jason. I don't want all kinds of apartments to come in and start using our facilities. I want to nip this in the bud and make it where no commercial development can be pulled into our HOA.

Stephen: Do we not have a say when they change something? When the commercial property is still available, do we not have a say in the future whether they get access to our amenities and what the parameters are? Jason: I think part of the error is on us for thinking they were part of Circle C when they in fact were not. Russ: We can make this an action item for the next time. Trinh: If the ball was dropped by us, then we have accountability. My concern is always consistency. We need to clean it up and fix it. If I was a condo owner and was led to believe I could use the facilities, I would be upset. We need to address in a professional manor and our due diligence.

13. The first action item was the AISD Landscaping proposal. Karen: I have met with AISD for an in-person meeting and they are not willing to budge on using Savage Landscape. I was able to get them to agree to a pre-con meeting prior to any work being done. We will walk them through how to hook up to our irrigation and also that our irrigation system is fully working. I will be in contact with one person through the project. We will do a walk-thru at the end to ensure everything is working correctly and that they did not make any shortcuts. If they do, they will have to make the repairs. They have made it clear that they will not deviate from using Savage since they have been vetted by AISD but they have agreed to let us have oversight on the project.

Michael: Are you more comfortable with this situation now? Karen: I am more comfortable now that this is in writing. They are not budging and we need to get the vegetation installed to deal with the erosion. Michael: What is our expected cost on this? Will they cover any of it? Karen: They will not cover any costs on our end. We should expect around \$1,000 for the pre-con as long as everything goes smoothly. The final walk-thru should be around the same. I voiced every concern that we had and they are not budging. Michael: at least at the end, it won't be worse. Karen; Yes, I wanted to set this up so we had a say if things weren't done correctly. There are 99 stations on one controller, so it can get complicated. Russ: Karen, do you need the board to approve a contract? Karen: I need the board to approve moving forward on the AISD Landscaping Proposal, since that is how the MOU is written.

Michael motioned to move forward on the AISD Landscape Proposal. Theresa seconded the motion. Russ: Is there a contract or are we authorizing you to work on our behalf. Karen: You are authorizing me to act on behalf of the board to enforce the MOU and the Access Agreements that were put in place in 2019. The way they are written is that the CCHOA Board had to approve prior to any reconstruction was done. Stephen: I have a procedural question. I don't have enough information, even in the packet, I don't have enough information to make a decision. Stephen's connection was lost. Theresa: Should we table this. Karen: This item has been tabled through several board meetings and we need to get moving on this. Stephen rejoined the meeting. I don't want to vote just to vote, I would like to be informed on what I am voting on. Michael: I've abstained several times. Russ: Karen is only asking us to go ahead with the proposal. This is something we cannot force their hand on. We can try to get them to repair it to the condition it was before, but we will have to end up paying. The urgency is that we need to this now. There are no kids around and there are erosion issues. Michael: We have put this off month after month because the company that AISD wants to fix the damage is the very company that did the damage. We were trying to figure out how to get a company in there that we trust and they are not sharing information with us. Russ, we need a cost associated with this. Karen, do you have an estimate? Karen: I am estimating it will be around \$2,000.

Michael: I would like to amend my motion to include a cost limit of \$2,000. Theresa: I still second the motion. Due to technical issues Karen did a role call vote. Russ, Michael, Theresa, Trinh and Natalie voted yes. Stephen abstained. Jason was able to call back in and voted yes. The motion passed with 6 in favor and one abstained.

14. The second action item was the 2020 Audit Engagement. Karen: I did include a one-page document which outlines what is involved in an audit. Russ asked me to get some comparable bids and I could not get anyone to respond back. Terri Giles who handles a smaller Association and their audit cost was \$10,500. Steve Tilson did not increase much and it is within the budget. Michael: It is 13% less than our budget, so well within our budget. Jason motioned to accept the 2020 Audit Engagement for \$7,800 using Steve Tilson. Michael seconded the motion. All were in favor and the motion passed.
15. The third action item was the Financial Lease. Karen: The terms of the lease did stay the same. I did increase the rent by 4.8% which brings the total to \$1,834.11 quarterly. It has been very nice to have the financial office right her. Michael motion to accept the new lease. Jason seconded the motion. All were in favor and the motion passed.
16. The fourth action item was Tree Removal. Karen: Included in the packet is a break down of the trees that need to be removed. There are 31 total tree's that need to be removed. The bid included in the packet is only for the larger trees. Any heritage trees that are over 19 caliper inches do require a permit from the City of Austin. The permits are fairly easy for us to get, they just take time. There are a number of larger trees that need to be removed due to the freeze, they are not coming back. They are on Spruce Canyon, La Crosse, Escarpment, Slaughter Lane and Archeleta Blvd. During the drive with the arborist on all the main streets, the one thing that he came back, is if there are any green on the tree, we need to leave those be for at least a year to see if they come back. One thing on the bid for Slaughter Lane, it does include removal of any dead branches that pose a safety risk if they are over the street or sidewalks. The arborist is looking at 9-10 full days to remove the trees and stump grind for a total of \$7,000.

Michael: This is for 15 trees? I'm surprised at the cost of this bid. Do we need permits on the dead trees? Karen: Yes, for only one of the trees. All the other trees are below the permitted size. There is a huge tree at the corner of South Bay and Escarpment that died and not coming back and does require a permit for the removal. We applied for a permit for this tree two weeks ago.

Russ: All or almost all are on City of Austin Right-of-Ways. The City does need to informed of what we are doing but it is not likely that they will come out and do it unless on of the trees loses a limb and blocks traffic. Jason: Could we ask the City of Austin to remove some of these trees? Karen: We have the Licensing Agreement, so when they see a dead tree, they will call me if it is in the Right-of-Way. If it is in front of a homeowner's house, the Licensing Agreement does not extend to the front of owner's houses. Jason, So the City of Austin will not pay for this even though its on their property? Karen: No. Since we increased the tree budget the last couple of years, we have been able to go a lot more health pruning on Slaughter Lane, Escarpment Blvd, La Crosse Ave and Spruce Canyon which has helped immensely with not having as much damage. I did have them come down Escarpment once right after the storm to remove the large dead wood that was farther up that was extremely dangerous but it was minimal.

Jason: Have we reached out to Paige Ellis to see if we can put pressure on them, just trying to find a way to pay for it. Karen: I was talking to Ed Scruggs yesterday from Paige Ellis's office. Jason: I would think with him being a Circle C Resident, he would try to help us. Michael: If you can make some headway that would be nice but if it takes a substantial amount of time, I don't think it would be worth it.

Theresa motioned to allocate \$7,000 for tree removal. Michael seconded the motion. All were in favor and the motion passed.

17. Jason motioned to adjourn the Public Meeting at 7:52 pm. Theresa seconded the motion. All were in favor and the motion passed.
18. The Board went into executive sessions at 7:53 pm to discuss social media and mowing at Clayton. No votes or actions were taken. The Board adjourned the executive session at 8:41 pm.

**Circle C Homeowners Association
Manager's Report
June 28, 2021 – July 23, 2021**

Violation Report (June 28th, 2021 – July 23rd, 2021)

194 Violations

- 101 (52.06%) Rubbish and Debris
- 39 (20.10%) Front Yard Maintenance
- 5 (2.58%) Architectural
- 8 (4.12%) Vehicle Storage
- 23 (11.86%) Repair of Exterior Damages
- 9 (4.64%) Exterior Lighting
- 2 (1.03%) Fencing
- 2 (1.03%) Use Limitations
- 3 (1.55%) Recreational Equipment
- 1 (0.52%) Common Properties
- 1 (0.52%) Maintenance

194 Violations by Stage

- 151 (77.83%) stage 1/cooperative letters
- 38 (19.58%) stage 2 letters
- 5 (2.57%) stage 3 letters

194 Violation Updates/Creates

- 87 (44.85%) Closed
- 72 (37.11%) New
- 27 (13.92%) Escalated
- 8 (4.12%) Re-Opened
- 2 (1%) Attorney

Administration

27 New Homeowner Packets mailed June 21st – July 16th

Financial

AP checks were signed July 20th with Terri Giles

Upcoming Special Events

Aug 2nd – Bulk Item Collection (South of Slaughter Lane)

Aug 13th – Food Trailer Night

Aug 25th – August Board Meeting

Aug 30th – Bulk Item Collection (North of Slaughter Lane)

Project/Updates

- Community Center Reservation. We are keeping the reservation capacity of 50% especially in light of the recent uptick in COVID.
- The 4th of July parade was held on July 3rd. We had a great turn out and residents/kids were happy to see events return.
- Update from the City on the removal of the dead/dying trees in the right-of-way. This type of maintenance is covered under the License Agreement. Public Works Forestry will not be maintaining the HOA's right-of-way. The Licensing Agreement states in part..." Corporation (HOA) shall maintain all landscaping and irrigation systems place in the Right-of-Way listed in the attached Exhibit "A" as amended from time to time in accordance with generally accepted horticultural and engineering practice. Corporation shall keep the area free of excess water from irrigation. Removal or replacement of dead or dying plants shall also be done by Corporation at its expense, as required by the city; such removal and/or replacement shall be completed no more than forty-five (45) days following receipt of a written request by the City to do so. Maintenance, repair, or replacement of the irrigation systems and payment of all water and other utility bills shall be the responsibility of Corporation. The City shall have no obligation to repair or replace landscaping or irrigation systems removed or damaged as a result of City construction upon or maintenance of the Right-of-Way to protect the public health, safety or welfare. The City agrees, however to use reasonable care to avoid or minimize such damage."
- We have had two pre-con meetings with AISD and Savage Landscaping. The second meeting was more productive since Savage's irrigator was on site. They will be working on the hydraulics of the system on Escarpment between Bernia and Trissino (also around the corner toward the pool) and Lot 44. The restoration area is disconnected from the controller's (at Bernia and also Padua) until the hydraulics are repaired. Contractor has agreed that if the water has to be off for more than 1-2 days, that he will contact Karen so that we don't lose any vegetation outside of the construction zone. Once the hydraulics are restored, the electrical will be connected and an irrigation check done. If any issues are found, those will be addressed prior to any sod or plantings are installed. Once all sod and planting are installed, a final walk-thru will be done.
- We are in the process of changing the phone system at the Swim Center over from AT&T to Spectrum which will result in the phone numbers changing. Currently the 512-288-6057 number came from Southwestern Bell and was a residential line. Then Southwestern Bell merged with AT&T and they are showing it as an AT&T number but we aren't able to port the number over from AT&T. We will be sending out the new number in the blast email and also post on the website

- **Capital Projects**

2021 Capital Budget Projects include:

Swim Center – Pool Covers	Completed
Swim Center – Wade Pool Repairs	Completed
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
Community Center Partial Replaster	Completed
Escarpment Loop Project	Not Started
Circle C North Improvements	Water meter has been installed. Working with an engineer on next phase
Monument Landscaping	Started
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

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	Apr-21	May-21	Jun-21	Totals	%
Homeowner Income	Homeowner Dues	\$4,000,000	\$44,204.58	\$965,187.64	\$732,392.52	\$133,337.92	\$178,506.45	\$80,831.45	\$2,134,460.56	53%
Homeowner Income	Resale Certificates	\$78,075	\$5,175.00	\$5,850.00	\$8,100.00	\$9,900.00	\$9,000.00	\$6,525.00	\$44,550.00	57%
Homeowner Income	Transfer Fees I0come	\$61,250	\$4,200.00	\$1,925.00	\$5,600.00	\$6,125.00	\$6,475.00	\$9,975.00	\$34,300.00	56%
Homeowner Income	Late Fees Collected	\$20,000	\$2,040.63	\$3,026.81	\$3,383.31	\$2,285.46	\$4,854.79	\$3,141.71	\$18,732.71	94%
Homeowner Income	Lien Admin Fees Income	\$420	\$189.06	\$126.00	\$168.00	\$28.00	\$42.00	\$56.00	\$609.06	145%
Homeowner Income	Filing Fee Income	\$1,680	\$714.00	\$504.00	\$712.54	\$163.67	\$145.79	\$232.66	\$2,472.66	147%
Homeowner Income	NSF Charges	\$100	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	50%
Homeowner Income	Collection Fee Income	\$0	\$0.00	\$0.00	\$0.00	\$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	\$151,840.05	\$199,024.03	\$100,761.82	\$2,235,174.99	54%
Architctural Review Income	Architctural Review I0come	\$10,000	\$4,255.00	\$1,255.00	\$2,380.00	\$2,270.00	\$1,400.00	\$1,640.00	\$13,200.00	132%
Architctural Review I0come Total		\$10,000	\$4,255.00	\$1,255.00	\$2,380.00	\$2,270.00	\$1,400.00	\$1,640.00	\$13,200.00	132%
Rental Income	Office Rent	\$14,400	\$2,193.28	\$0.00	\$2,646.00	\$0.00	\$1,750.35	\$0.00	\$6,589.63	46%
Rental Income	Grill Rent	\$6,300	\$262.50	\$0.00	\$1,313.25	\$0.00	\$525.30	\$1,050.60	\$3,151.65	50%
Rental Income Total		\$20,700	\$2,455.78	\$0.00	\$3,959.25	\$0.00	\$2,275.65	\$1,050.60	\$9,741.28	47%
Aquatics Income	Pool Programs	\$85,000	\$3,383.00	\$0.00	\$1,170.00	\$2,250.00	\$2,680.00	\$8,684.00	\$18,167.00	21%
Aquatics Income	Pool Programs - Swim Team	\$107,500	\$9,840.00	\$0.00	\$4,865.00	\$6,415.00	\$7,140.00	\$5,418.50	\$33,678.50	31%
Aquatics Income	Facility Income	\$37,500	\$3,605.32	\$0.00	\$0.00	\$254.00	\$3,423.76	\$1,411.24	\$8,694.32	23%
Aquatics Income Total		\$230,000	\$16,828.32	\$0.00	\$6,035.00	\$8,919.00	\$13,243.76	\$15,513.74	\$60,539.82	26%
CCCC Income	CCCC Facility Rentals	\$40,000	\$5,510.75	\$320.00	\$285.00	\$250.00	\$900.00	\$11,385.00	\$18,650.75	47%
CCCC Income Total		\$40,000	\$5,510.75	\$320.00	\$285.00	\$250.00	\$900.00	\$11,385.00	\$18,650.75	47%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$48,500.00	\$0.00	\$48,500.00	50%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$48,500.00	\$0.00	\$48,500.00	42%
Miscellaneous	Interest Income	\$15,000	\$1,049.41	\$143.92	\$297.43	\$387.85	\$436.15	\$434.57	\$2,749.33	18%
Miscellaneous	Sales Tax Discount	\$0	\$1.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.13	
Miscellaneous Total		\$15,000	\$1,050.54	\$143.92	\$297.43	\$387.85	\$436.15	\$434.57	\$2,750.46	18%
Rowell Reimbursement	The Rowell HOA	\$60,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$47,400.13	\$0.00	\$73,584.53	123%
The Rowell Total		\$60,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$47,400.13	\$0.00	\$73,584.53	123%
Grand Total		\$4,651,825.00	\$112,808.06	\$978,338.37	\$763,363.05	\$163,666.90	\$313,179.72	\$130,785.73	\$2,462,141.83	53%

2021 CCHOA EXPENSE BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,299,959	\$102,867.33	\$108,300.24	\$108,300.24	\$108,300.24	\$108,300.24	\$108,300.24	\$644,368.53	50%
Commons Area Services	Contract Landscape SC	\$33,426	\$2,785.88	\$2,785.53	\$2,785.53	\$2,785.53	\$2,785.53	\$2,785.53	\$16,580.53	50%
Commons Area Services	Contract Landscape CCCC	\$33,426	\$2,652.88	\$2,785.53	\$2,785.53	\$2,785.53	\$2,785.53	\$2,785.53	\$16,580.53	50%
Commons Area Services	Contract Landscape AV	\$23,703	\$1,881.23	\$1,975.29	\$1,975.29	\$1,975.29	\$1,975.29	\$1,975.29	\$11,757.68	50%
Common Area Services	Contract Landscape GR	\$23,703	\$1,881.23	\$1,975.29	\$1,975.29	\$1,975.29	\$1,975.29	\$1,975.29	\$11,757.68	50%
Common Area Services	Common Area Holiday Lighting	\$48,288	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$80,000	\$0.00	\$10,698.00	\$10,592.34	\$11,398.00	\$14,085.74	\$12,313.00	\$59,087.08	74%
Commons Area Services	Landscape Water Utilities	\$255,000	\$5,771.47	\$6,099.24	\$4,336.95	\$3,383.14	\$7,243.18	\$6,163.37	\$32,997.35	13%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$0.00	\$3,570.00	\$0.00	\$0.00	\$0.00	\$2,750.00	\$6,320.00	79%
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,861.21	\$2,724.28	\$2,581.38	\$2,562.28	\$2,645.96	\$3,143.40	\$16,518.51	46%
Common Area Services	Tree Care	\$50,000	\$2,250.00	\$0.00	\$17,500.00	\$8,375.00	\$1,500.00	\$0.00	\$29,625.00	59%
Commons Area Services	Fence Repairs & Maint	\$7,000	\$0.00	\$0.00	\$108.87	\$0.00	\$0.00	\$0.00	\$108.87	2%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$0.00	\$771.60	\$1,164.92	\$249.88	\$1,358.54	\$260.30	\$3,805.24	32%

Common Area Services	Neighborhood Maint & Repair	\$20,000	\$1,017.55	\$238.25	\$3,707.96	\$380.01	\$1,234.03	\$108.25	\$6,686.05	33%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$0.00	\$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	\$144,170.19	\$145,889.33	\$142,560.20	\$856,193.05	44%
Aquatics Facilities	Administrative	\$64,000	\$2,505.49	\$537.41	\$6,137.42	\$2,877.11	\$3,299.38	\$5,480.64	\$20,837.45	33%
Aquatics Facilities	Supplies - Pool	\$25,000	\$2,349.45	\$0.00	\$83.52	\$1,601.45	\$2,036.50	\$1,994.86	\$8,065.78	32%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$2,305.18	\$368.65	\$3,384.12	\$6,282.71	\$3,790.32	\$4,783.19	\$20,914.17	29%
Aquatics Facilities	Supplies & Fees - Swim Team	\$22,500	\$1,820.57	\$120.00	\$0.00	\$638.55	\$1,197.34	\$479.36	\$4,255.82	19%
Aquatics Facilities	Maintenance - Pool	\$89,300	\$3,108.12	\$180.00	\$20,671.63	\$3,135.46	\$3,584.61	\$9,438.99	\$40,118.81	45%
Aquatics Facilities	Maintenance - Building	\$63,100	\$2,448.21	\$2,715.04	\$5,463.05	\$4,626.15	\$2,656.86	\$3,232.47	\$21,141.78	34%
Aquatics Facilities	Payroll - Staff	\$733,000	\$22,490.05	\$10,285.03	\$11,478.54	\$45,714.73	\$42,017.22	\$61,468.98	\$193,454.55	26%
Aquatics Facilities	Payroll - Programming Staff	\$41,000	\$361.05	\$0.00	\$0.00	\$0.00	\$0.00	\$391.25	\$752.30	2%
Aquatics Facilities	Payroll - Swim Team	\$102,000	\$7,763.13	\$4,367.11	\$4,335.49	\$14,035.42	\$9,259.03	\$7,311.74	\$47,071.92	46%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,628.27	\$1,697.07	\$1,805.58	\$1,918.97	\$1,863.00	\$1,624.66	\$10,537.55	35%
Aquatics Facilities	Avana _Utilities-Water	\$4,500	\$282.65	\$449.56	\$0.00	\$378.51	\$1,595.78	\$166.60	\$2,873.10	64%
Aquatics Facilities	GR - Utilities - Water	\$4,000	\$200.96	\$154.39	\$171.88	\$246.50	\$127.63	\$192.28	\$1,093.64	27%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$1,989.86	\$2,073.37	\$3,537.52	\$2,056.28	\$2,069.71	\$960.83	\$12,687.57	45%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$667.02	\$833.17	\$442.35	\$587.42	\$816.37	\$793.76	\$4,140.09	35%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$414.88	\$393.06	\$460.31	\$372.41	\$382.51	\$402.55	\$2,425.72	40%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,129.24	\$269.32	\$1,713.00	\$3,114.22	\$2,836.05	\$1,956.24	\$13,018.07	41%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$12,000	\$169.86	\$538.97	\$899.34	\$539.17	\$539.22	\$540.50	\$3,227.06	27%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$170.96	\$202.27	\$207.75	\$126.05	\$285.18	\$238.44	\$1,230.65	25%
Aquatics Facilities	GR - Telephone/Internet	\$5,000	\$202.32	\$176.39	\$191.89	\$176.44	\$166.73	\$187.90	\$1,101.67	22%
Aquatic Facilities Total		\$1,349,400	\$54,007.27	\$25,360.81	\$60,983.39	\$88,427.55	\$78,523.44	\$101,645.24	\$408,947.70	30%
Circle C Community Center	Utilities - Water	\$27,000	\$2,628.03	\$307.13	\$324.62	\$313.14	\$732.68	\$1,481.53	\$5,787.13	21%
Circle C Community Center	Utilities - Electric	\$24,000	\$15.00	\$1,519.45	\$1,669.66	\$1,072.40	\$1,143.92	\$457.27	\$5,877.70	24%
Circle C Community Center	Utilities - Telephone/Internet	\$9,000	\$650.37	\$664.07	\$664.07	\$664.07	\$664.07	\$664.07	\$3,970.72	44%
Circle C Community Ctr	Events Payroll	\$6,000	\$722.42	\$0.00	\$0.00	\$0.00	\$109.25	\$377.91	\$1,209.58	20%
Circle C Community Center	Maintenance - Building	\$50,000	\$3,405.24	\$2,078.12	\$1,600.79	\$3,137.67	\$5,649.28	\$842.09	\$16,713.19	33%
Circle C Community Ctr Total		\$116,000	\$7,421.06	\$4,568.77	\$4,259.14	\$5,187.28	\$8,299.20	\$3,822.87	\$33,558.32	29%
Maintenance Operations	Office Supplies	\$1,500	\$0.00	\$0.00	-\$9.73	\$72.48	\$0.00	\$0.00	\$62.75	4%
Maintenance Operations	Employee Education	\$1,200	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.00	11%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Staff Recruitment	\$300	\$35.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$70.00	23%
Maintenance Operations	Safety Equip/Supplies	\$1,400	\$334.33	\$0.00	\$192.36	\$0.00	\$0.00	\$0.00	\$526.69	38%
Maintenance Operations	Maintenance Payroll	\$180,000	\$13,346.48	\$13,346.48	\$13,346.48	\$20,019.72	\$13,346.48	\$13,346.48	\$86,752.12	48%
Maintenance Operations	Pool Tech	\$69,000	\$3,335.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,186.03	\$4,628.67	\$22,649.70	33%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,262.55	\$1,080.63	\$1,091.07	\$4,047.51	\$3,833.85	\$5,636.53	\$16,952.14	113%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$5,000	\$0.00	\$0.00	\$535.69	\$70.86	\$192.30	\$804.70	\$1,603.55	32%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$277,200	\$18,448.36	\$17,427.11	\$18,155.87	\$28,710.57	\$21,593.66	\$24,416.38	\$128,751.95	46%
HOA Operations	Office Supplies	\$9,000	\$2,458.77	\$0.00	\$560.99	\$448.14	\$351.92	\$1,487.16	\$5,306.98	59%
HOA Operations	Equip & Maintenance	\$15,000	\$152.30	\$142.14	\$461.13	\$216.45	\$258.67	\$216.45	\$1,447.14	10%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$267.52	\$187.82	\$302.14	\$130.97	\$174.94	\$319.70	\$1,383.09	17%
HOA Operations	Postage	\$16,000	\$3,749.90	\$2,163.60	\$28.00	\$1,258.36	\$93.00	\$3,506.00	\$10,798.86	67%
HOA Operations	Web Operations	\$3,000	\$20.47	\$881.45	\$20.47	\$20.47	\$0.00	\$20.47	\$963.33	32%
HOA Operations	Printing	\$2,000	\$592.34	\$0.00	\$0.00	\$48.71	\$1,269.88	\$0.00	\$1,910.93	96%
HOA Operations	HOA Meetings	\$5,000	\$672.34	\$0.00	\$170.56	\$126.50	\$127.92	\$127.92	\$1,225.24	25%
HOA Operations	Deed Restrictions	\$5,000	\$708.56	\$708.56	\$0.00	\$708.56	\$0.00	\$0.00	\$2,125.68	43%
HOA Operations	HOA Special Events	\$30,000	\$9,997.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,997.93	33%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$793.70	\$201.70	\$65.50	\$0.00	\$1,906.37	\$2,967.27	148%
HOA Operations Total		\$95,000	\$18,620.13	\$4,877.27	\$1,744.99	\$3,023.66	\$2,276.33	\$7,584.07	\$38,126.45	40%
Financial Management	Management Services	\$113,000	\$9,314.25	\$9,314.25	\$9,314.25	\$9,361.81	\$9,314.25	\$9,314.25	\$55,933.06	49%
Financial Management	Resale Certificate	\$17,350	\$800.00	\$1,650.00	\$1,000.00	\$2,250.00	\$2,450.00	\$1,500.00	\$9,650.00	56%
Financial Management	Lien Filing Administrative Fees	\$2,500	\$208.00	\$0.00	\$0.00	\$598.00	\$0.00	\$234.00	\$1,040.00	42%
Financial Management	Bank Fees	\$40,000	\$2,542.07	-\$2,026.98	\$6,244.06	\$6,068.83	\$2,776.60	\$4,119.07	\$19,723.65	49%

**Circle C Landscape
Board Report, July 2021**

Weather

General: Rainy!
Temperature: 68-96 degrees
Rainfall: 6+inches

Maintenance Services

General: Mowing Rotation All Areas
Weeding: Weed , clean beds
Trimming: Normal Summer Trimming Shrubs and Perennials
Treatments: Pre-Emergent on Beds

Outlying Areas:

Filter Pond: CCCC	weedeated, trash removed
Outlying Mail Centers	scheduled
Circle C Park	bush hog complete
Outlying Areas:	Barstow Park, weedeated
	Greyrock Park, weedeated
	Avana natural Areas, weedeated
	South Bay, weedeated
	Georgian Oaks, weedeated
	Sierra Ridge, scheduled
	Wildflower Park, scheduled
	Back Bay Greenbelt, scheduled

Irrigation:

All controllers are on, with rain sensors
Ongoing Repairs, main lines, valves, node clocks, drip lateral lines

Winter Storm Damage:

Additional trimming of independent shrubs as needed
ongoing

Construction Damage and Projects

Escarpment/Slaughter Monument

Infrastructure Improvements Complete to
include main line relocation, valve installation, wiring path
additional lateral lines underway
Rock around base of monument scheduled

Greyrock

Renovation complete

Avana

Bear Creek Elementary School damage to west side
Trissino/Cricoli area damaged by light pole installation

**Circle C Landscape
Board Report, July 2021**

LaCrosse at MoPac, east and west sides

Construction Damage

Irrigation repaired to front area on east side

No Water Areas

Slaughter Lane, Beckett east to median break no water

Dahlgreen at Galsworthy, no water

LaCrosse at Mopac, median to Eclipse, no water

Circle C Aquatics

June 2021

Summer Operations

Facility Usage	Swim Center		Community Center		Avaña		Greyrock		Total	
	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD
Resident Entries	5,758	9,777	718	718	3,067	4,078	1,246	1,469	10,789	16,042
Unique Residents	2,161	2,920	609	609	1,542	2,229	620	773	3,503	
Unique Households	872	1,250	210	210	485	698	206	262	1,253	
Guest Entries	0	0	0	0	0	0	0	0	0	0
Other Entries	1,325	2,937	0	0	0	0	0	0	1,325	2,937
Average Hourly Count	24		52		36		17			
% of Capacity	16%		42%		36%		21%			
Total Entries	7,083	12,714	718	718	3,067	4,078	1,246	1,469	12,114	18,979

Incidents	Swim Center		Community Center		Avaña		Greyrock		Total	
	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD
Water Rescues		0		0		1		0	0	1
First Aid Responses	1	5		0		0		0	1	5
Sudden Illness Treatments		1		0		0		0	0	1
Patron Behavior Incidents	5	5		0		0		0	5	5
Biohazard Cleanups		0		0		0		0	0	0
Suspensions/Expulsions		0		0		0		0	0	0
EMS/911 Callouts		1		0		0		0	0	1
Total Incidents	6	11	0	0	0	1	0	0	6	12
Incident per Entry Ratio	0.08%	0.09%	0.00%	0.00%	0.00%	0.02%	0.00%	0.00%	0.05%	0.06%

Revenue	Jan-21	YTD
Aquatics Programs	\$ 8,684	\$ 14,859
Swim Team	\$ 5,418	\$ 23,838
Guest Fees	\$ 820	\$ 820
Area Reservations	\$ 0	\$ 0
Facility Rentals	\$ 0	\$ 0
Lane Rentals	\$ 0	\$ 2,604
Other Facility Income	\$ 591	\$ 1,665
Total Aquatics Revenue	\$ 15,513	\$ 43,786

Programs	Jun-21
Select Swim Team	36
Masters Swimming	0
Group Swim Lessons	0
Private Swim Lessons	84
Water Aerobics	29
Certification Courses	14
WSI Course	0
Total Participants	163

Reservations & Rentals	Swim Center		Community Center		Avaña		Greyrock		Total	
	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD	Jun-21	YTD
Area Reservations		0		0		0		0	0	0
Private Rentals		0		0		0		0	0	0
Lap Lane Reservations	117	3142		0		0		0	117	3142
Family Swim Lane Areas		128		0		0		0	0	128
Pool Use Reservations		0		0		708		0	0	708
Total Reservations	117	3270	0	0	0	708	0	0	117	3978

Aquatics Staffing	Jun-21
Lifeguards/Head Guards	106
Front Desk Staff	13
Instructors/Coaches	12
Total Staff	131

Resident Stats	Individuals	Households	Members / Household
Homeowners	16706	5533	3.02
Renters	1425	419	3.40
New Memberships	611	106	
Totals	18131	5952	3.05

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

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance have been completed
- Minor Equipment and Facility Repairs Made
- Wade Pool Repairs Completed—Slide Inspection Completed

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Power washed Front Sidewalks and Cleaned all windows

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Quarterly Inspections Completed
- Power washed All Mailbox Centers and Playgrounds

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made

RULES RELATING TO CERTAIN INSTALLATIONS

(Rainwater Harvesting, Solar Devices, Roofing Materials, Religious Displays, Political Signs, Flags & Flagpoles, Satellite Dishes, Standby Electric Generators, Pool Enclosures, Security Devices)
Circle C Homeowners Association, Inc.

The Association's Board of Directors adopts the following rules relating to certain installations and improvements in the Subdivision:

These rules apply to Installations (defined below) addressed in Texas Property Code Chapter 202 (Chapter 202) and political signage addressed in Texas Election Code Chapter 259 (Chapter 259). These rules adopt all conditions and limitations that these statutory provisions allow the Association to adopt. Installations that do not comply with these rules are prohibited.

1. Installations Covered by this Rule

All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles and flags, standby electric generators, satellite dishes and antennas, pool/spa enclosures, and security devices (collectively, the **Installations**) that are contained in or allowed by Chapter 202 or Chapter 259, as applicable, as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Association may prohibit Installations that do not comply with the standards contained in these rules.

2. Placement on Association Property

An Installation cannot be located or placed, and no holes or penetrations may be made, on common elements/common area or property owned, maintained, or controlled by the Association without the Association's advance written consent.

3. Association Approval

Except as otherwise expressly provided in these Rules, all Installations must be submitted to the Association for advance review and approval, as provided in the Association's governing documents, and must otherwise comply with/conform to Association rules, regulations, standards, and guidelines.

4. Rainwater Harvesting Systems

The following restrictions apply to rainwater harvesting systems, as defined by Chapter 202:

a. Rain barrels and rainwater harvesting systems may not be located between the front of the residence/unit and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must (i) be located at the rear of the residence or other location not visible from the street, other lot/unit, or common area, (ii) be adequately shielded from view by fencing, foliage, or other means approved by the Association, and (iii) have storage tanks of a reasonable size, as determined by the Board of Directors in its discretion. These requirements shall be applied in such a way that the system is economically possible and technically feasible for single family residential use.

b. The rain barrel and harvesting system must be a color consistent with the color scheme of the residence.

c. No part of the rain barrel or harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

4. Solar Energy Devices

The following additional restrictions apply to solar energy devices, as defined by Chapter 202. Solar energy devices are prohibited if:

a. A Court rules the device is a threat to the public health or safety or violation of law.

b. The device is located in a location other than (i) the roof of the home or another permitted/approved structure or (ii) in a fenced yard or patio owned and maintained by the owner.

c. The device is mounted on the roof of the home and (i) extends higher than or beyond the roofline, (ii) does not conform to the slope of the roof or has a top edge that is not parallel to the roofline, (iii) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, or (iv) is in a location not designated/approved by the Association, unless the owner's requested location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in the area designated by the Association.

d. The device is located in a fenced yard or patio and is taller than the fence line.

e. The device, as installed, voids material warranties.

f. The device was installed without prior approval by the Association

If installed on a roof maintained by the Association, a roofing company/consultant selected by the Association must certify (i) prior to installation, that the Installation is properly designed, and (ii) after installation, that the Installation was properly done. The owner must pay for the cost of the consultant. The owner must pay for fixing all roof leaks due to the roof-mounted device, and for paying to repair damage caused by the device.

The Association may withhold approval, even if the above standards are met or exceeded, if it determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

5. Roofing Materials

Roofing materials designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar

generation capabilities are permissible if, when installed, the materials: (a) resemble in color and appearance shingles used or otherwise authorized for use in the subdivision, (b) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (c) match the aesthetics of the surrounding property, as determined in the Association's discretion.

6. Religious Displays

An exterior display of a religious item, symbol, or representation is prohibited if the display (a) threatens public health or safety, (b) violates a law other than a law prohibiting the display of religious speech, (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content, (d) is installed on property that is (i) owned or maintained by the Association or (ii) part of common elements administered by the Association, (e) violates any applicable building line, right of way, setback, or easement, or (f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

Except for seasonal religious holiday displays (addressed in the following paragraph), all religious displays must be located within 15' of the dwelling's frontmost building line and be ground-mounted (not affixed to walls or windows or roofs). All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth and must be either in a landscaped area solely owned by the owner or inside the home. No more than 3 displays are permissible per lot. All displays other than seasonal religious holiday displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame.

Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

7. Political signs

The following restrictions apply to signs advertising a political candidate or ballot item for an election, as described in Chapter 259:

- a. The signs may be displayed only during the period beginning 90 days before the date of the election to which the sign relates and ending 10 days after that election date.
- b. Only one sign for each candidate or ballot item may be displayed at each residence, and no sign may be larger than four feet by six feet.
- c. Each sign must be ground-mounted, and no sign may (i) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (ii) be attached in any way to plant material, a traffic

control device, a light, a trailer, a vehicle, or any other existing structure or object, (iii) include the painting of architectural surfaces, (iv) threaten the public health or safety, (v) violate a law, (vi) contain language, graphics, or any display that would be offensive to the ordinary person, or (vii) be accompanied by music or other sounds, by streamers, or otherwise be distracting to motorists.

d. The Association may remove a sign displayed in violation of these standards.

8. Flags and Flagpoles

The following additional restrictions apply to flags and flagpoles:

a. Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves).

b. The Association may require that flags be displayed in accordance with any or all of the provisions of United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).

c. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence.

d. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed. Each flagpole must be securely anchored at all times.

e. No more than 1 free-standing flagpole(s), not to exceed twenty feet (20') in height as measured from ground level, may be installed on each lot.

f. No more than 1 building-mounted flagpole(s), not to exceed six feet (6') in length, may be installed on each lot. A lot may contain both a free-standing flagpole and building-mounted flagpole, as long as the same comply with the requirements of this rule.

g. No more than 2 flags may be flown from any flagpole.

h. No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.

i. Exterior illumination of the flag(s) must be submitted for to the Association for approval.

j. The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot; provided that flagpoles may be prohibited in any front yard that has a building setback of less than 15 feet across the entire width of the lot.

k. The flagpole must be located on the owner's lot and not on a right of way, easement (whether for drainage, utility, conservation, or otherwise), or on property owned or maintained

by the Association.

l. The flagpole must be setback from all property lines a distance that is 125% of the height of the pole above ground level. For example, a 12' pole has a 15' setback and a 20' pole has a 25' setback.

m. The owner must take reasonable measures to minimize noise from wind contact with the flagpole, rope, fittings, or flag; the noise should not be discernable more than 25 feet from the flagpole.

9. Satellite Dishes and Antennas

a. Exterior devices designed to receive or transmit over-the-air signals should be placed in the least conspicuous location on the lot where an acceptable quality broadcast signal can be obtained. Usually, that means that the device should be located to the rear of the main residence. The device should be screened from view of other lots and subdivision streets to the maximum extent possible, without (i) precluding reception of an acceptable quality signal or (ii) unreasonably increasing the cost of installing, maintaining, or using the device.

b. A reasonable time in advance of the proposed installation or relocation of such an exterior device, the Owner shall give written notice to the Association detailing the type of device, size, installed height, intended location, and type of screening to be used.

c. If the Association believes that the proposed installation/relocation complies with this Rule, no further action by the Owner or Association is necessary. If the Association believes that the proposed installation/relocation does not comply with this Rule, the Association shall promptly advise the Owner of the reason for non-compliance.

d. Notwithstanding the foregoing, satellite dishes that are more than one meter in diameter, and antennas that extend more than 12' above the roof line, are prohibited.

10. Standby Electric Generators

The Association adopts, by reference and incorporation, all requirements and restrictions on standby electric generators permitted by Section 202.019 of Chapter 202 (the Statute). These include:

a. Specifications: The device must be a standby electric generator, as that term is defined by the Statute. The device must be permanently installed, and may not be used to generate all or substantially all of the electric power to the residence or any other structure on the property, except when utility-generated electric power is interrupted.

b. Association Approval: The device must be approved, as to location and screening, by the Association in advance of installation. The Association shall not, however, impose any requirement as to location that increases the cost of installing the device by more than 10% or increases the cost of installing and connecting the fuel lines by more than 20%.

c. Location and Screening: The preferable location of the device shall be the rear yard, at least

10' from the property line. The device must be screened by a fence, wall, or landscaping so that it is not visible from the street, a neighboring residence, or common area. The device shall be placed on property owned or controlled by the owner, and in no event shall it be placed in an area owned or maintained by the Association.

d. Installation: Installation of the device and all connections (electrical, plumbing, and fuel sources) must be in compliance with the manufacturer's specifications and applicable governmental zoning, health, safety, electrical, and building codes, including rules and standards of the Railroad Commission of Texas. The connections must be done by licensed contractors.

e. Maintenance; The device and all fuel lines must be maintained in good condition, and any deteriorated or unsafe component must be removed, repaired, or replaced promptly. Any testing of the device shall be done no earlier than 8am, and no later than 8pm, Monday through Saturday.

10. Swimming Pool Enclosures

A swimming pool enclosure, as defined in Chapter 202 (which includes spas and other water features) must meet the following standards: (a) height shall not exceed 6 feet, (b) of a design that is not climbable, (c) consists of transparent mesh or clear solid panels set in metal frames, (d) metal frames and support posts must be painted black or other color approved by the Association.

11. Security Devices

Security devices, such as cameras, motion detectors, fencing, and lighting, may be installed only on the owner's lot. All cameras and lighting should encompass primarily the owner's lot, and should not be directed at doors or windows of nearby homes or other portions of nearby lots. Security fencing, burglar bars, and other improvements that are readily visible from the street or nearby lots must be submitted to the Association for approval prior to installation, in the same manner as any other fence or exterior improvement.

"Security device" means any improvement designed to prevent intrusive or criminal acts. In the event of a question as to whether a requested installation is a security device, the answer will be determined by the Board in its sole reasonable discretion.

In order to be considered a security device within the meaning of this rule and Chapter 202, fencing (including all gates) must be ground-mounted, between 60" and 72" in height, and must create a closed enclosure. Fencing that is less than 60" in height will be deemed ornamental and not a security device. Front yard fencing is discouraged, and any application to install a fence in the front yard is subject to more stringent requirements as to appearance and materials than for fencing along the side or rear lot lines.

Prior to installation of any security device, the owner must submit to the Association's architectural review body plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot.

CONTRACT BID PROCESS GUIDELINES

Texas Property Code §209.006(a) provides that “an association that proposes to contract for services that will cost more than \$50,000 shall solicit bids or proposals using a bid process established by the association”. The following guidelines are therefore adopted:

1. As a general rule, and subject to certain exceptions, the Association shall obtain multiple (more than one) bids for all contracts that anticipate an expenditure of \$50,000 or more (a) for a single project, or (b) in the aggregate, paid to a single payee, over a 12-month period.
2. The requirement for multiple bids may be waived depending on the circumstances, i.e., whether the work is an emergency, the Association has a long-standing relationship with a particular vendor who is especially knowledgeable about the Association’s operations/property, changing vendors would disrupt existing warranties, and/or other qualified vendors are not willing to bid on the contract.
3. Given the unique and subjective nature of the management relationship, the requirement for multiple bids shall not apply to bids for providing Association management services.
4. The Board has complete discretion on which bidders to notify of the opportunity to contract with the Association. The Association is not required to advertise the contract opportunity in newspapers, the internet, or otherwise.
5. The Association shall provide the same information to all bidders, whether by way of an RFP or otherwise. This provision shall not preclude the Association from answering a bidder’s specific question, or requiring that the Association supply the answer to bidders who did not ask the question.
6. All bidders will be allowed a reasonable amount of time to submit a bid; provided that the Association may establish a reasonable deadline for bid submission.
7. Bidders will be allowed the opportunity to request that the bid be kept confidential, and not be deemed part of Association records subject to disclosure on request. In such event, the bidder must submit a summary sheet that contains the basic outline and terms of the bid: the summary sheet will be subject to inspection.
8. Evaluation charts, matrices, and other documents that contain subjective evaluations regarding a bid shall be deemed confidential and not an Association record subject to disclosure, in the same manner that discussions during executive session are confidential.
9. The bidder must disclose to the Association, in writing and at the time of submitting its bid, all potential conflicts of interest that it may have with Association directors, officers, management personnel, or employees. Potential conflicts of interest include (but are not limited to) a family relationship or a business investment/affiliation. If a potential conflict of interest is discovered after bid submission, the bidder must supplement the disclosure as soon as the potential conflict is discovered. Similarly, each person evaluating bids on behalf of the Association must disclose to the Association, in writing, all potential conflicts of interest that it may have with any bidder as soon as the person discovers the potential conflict of interest. Association representatives who have or may have a conflict of interest may be precluded from participating in Association deliberations concerning the contract if required by applicable law or the Board of Directors.
10. Contracts will not necessarily be awarded to the lowest bidder--contracts will be awarded to the best bidder as determined by the Board of Directors. Non-price factors that the Board may consider include (but are not limited to): reputation, references, experience, qualifications, licenses, financial resources, insurance coverage, prior contract history with the Association, length of time in business, individual personnel who will perform the contract, and potential conflicts of interest.



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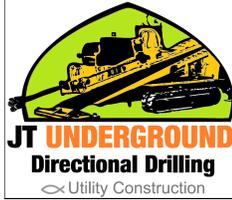
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Have a Question?



Date	Estimate #
6/28/2021	5090

Name / Address

JT Underground and Utility Construction Inc
7055 Pipestone
Schertz TX 78154
jtuinc@gmail.com www.jtunderground .com
office 210-267-1629 cell 210-825-3530

P.O. No.	Terms	Project
		Irrigation Sleeves Barstow Ave.

Item	Qty	Description
		JTU to provide pipe and boring service for Circle C HOA. This price does not include potholing existing utilities. The bore price does include starting and ending pits for the bore. This price is preliminary and will need to be re-evaluated once the engineer is finished with the plans
BRU8	45	BORE ROCK 8"<60
BRU4	45	BORE ROCK 4"<60
BRU4	50	BORE ROCK 4"<60
BRU4	60	BORE ROCK 4"<60
BRU8	45	BORE ROCK 8"<60
BRU4	50	BORE ROCK 4"<60
BRU4	45	BORE ROCK 4"<60
BRU4	110	BORE ROCK 4"<60
BRU8	45	BORE ROCK 8"<60
BRU4	45	BORE ROCK 4"<60
BRU4	80	BORE ROCK 4"<60
BRU4	60	BORE ROCK 4"<60
BRU4	60	BORE ROCK 4"<60
BRU4	70	BORE ROCK 4"<60
LSMAT NON ATT	1	Provide 4" HDPE
		*JTU can provide a soft dig crew to expose all existing utilities that come into conflict with the bore path for \$250/hour. This includes drivetime to the jobsite and to the dump yard at the end of each day. **We could get a better idea of how much potholing is needed once locates are put on the ground ***JTU can also provide ground penetrating radar to locate all existing utilities more accurately for \$2,000 ****This also assumes JT will be able to bore above 5' depth. If JT has to bore deeper than 5' we will need to re-evaluate prices to include extra digging time and trench safety equipment.

Total	\$88,187.75
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Signature _____



Civil Engineering

Surveying

Water Resources Management

Water & Wastewater Engineering

Construction Management

Environmental Sciences

Landscape Architecture

Land Planning

July 22, 2021

Ms. Karen Hibpshman

**RE: Proposal for Engineering Services
Irrigation Bores
Various Locations in Circle C
Austin, TX**

Dear Ms. Hibpshman:

We appreciate the opportunity to submit a proposal to provide engineering services to the Circle C Home Owners Association. Services are in connection with the boring of multiple irrigation lines along Allerton Avenue and Barstow Avenue. As we understand it, 13 sleeves will be installed at 8 different intersections. This proposal is for Site Plan Exemptions, as required by the City of Austin, in order to perform the work.

Manhard Consulting, Ltd. (Manhard) offers to provide the following professional services as outlined in your request for fees as detailed in the following task below:

Texas Board of Professional Engineers Registration No. F-18141

Texas Board of Professional Surveyors Registration No. 10194379

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INITIAL EXEMPTION

1. EXEMPTION 1 (EX1) \$3,000 (LS)

Manhard will prepare and submit the initial Site Plan Exemption application, with necessary exhibits, to the City of Austin for review and approval. We will address all comments from City staff utilizing information available online via the City of Austin GIS database.

ADDITIONAL EXEMPTIONS

2. EXEMPTIONS 2 – 8, IF NECESSARY \$1,500 EACH (T&M)

Manhard will prepare and submit additional Site Plan Exemption applications, with necessary exhibits, to the City of Austin for review and approval. We will address all comments from City staff utilizing information available online via the City of Austin GIS database. We will attempt combine the bores into as few exemptions as the City will accept, but it is possible the City will require separate exemptions, applications, exhibits, etc., for each bore if not contiguous to another bore. Therefore, each intersection will likely require its own exemption.

OTHER

3. REIMBURSABLES (REIM2) 110% Cost

Reimbursable expenses shall mean one hundred ten percent (110%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs (large format prints), messenger or special mail service, and other Project-related expenses.



Summary of work to be performed:

EXEMPTIONS	\$13,500.00
TOTAL SUM OF CONTRACT	\$13,500.00

While Manhard Consulting makes every effort to provide a lump sum contract, some task have an unknown amount of effort therefore have been quoted on either an hourly or per unit basis. The Contract Sum provided above is an estimate. Please refer to the Individual task in this document for additional information regarding the estimated fees.

The terms of the attached "General Terms & Conditions" dated January 1, 2021, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted within 90 days of the issue date.

Yours truly,
MANHARD CONSULTING, LTD.

Casey Giles, P.E.
Senior PM/Associate Principal

ACCEPTED: **Circle C HOA**

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

By: _____
(Authorized Representative)

Name: _____

(Printed Name)

Email: _____

Title: _____

Phone: _____

Date: _____

GENERAL TERMS AND CONDITIONS

January 1, 2021

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES. Client’s authorization to Manhard to commence the performance of the services under this Agreement shall be deemed as Client’s acceptance of these GENERAL TERMS AND CONDITIONS.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **REMEDIES** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.

No claim can be made for professional negligence, either directly or by way of cross complaint against Manhard, unless Client has first provided Manhard with a written certificate of merit executed by an independent consultant currently practicing in the same discipline as Manhard, and licensed in the state the Project is located in. The certificate of merit should contain the name and license number of the certifier, the specific acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances, and the basis for the certifier’s opinion. The certificate of merit shall be provided to Manhard not less than thirty (30) calendar days prior to presentation of any claim for any mediation or judicial proceeding.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service. Client and Manhard expressly acknowledge that the time and duration of public and governmental reviews and approvals is uncertain and outside their respective control. In the event of prolonged or excessive public or governmental review, Client and Manhard shall collaborate and negotiate in good faith for a modification of applicable schedule and fees.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois. The venue for any action arising out of this Agreement shall be the state of Illinois.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard’s work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war, pandemics, epidemics or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Manhard’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard’s experience and qualifications and represents Manhard’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because

Texas Board of Professional Engineers Registration No. F-18141

Texas Board of Professional Surveyors Registration No. 10194379

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Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator. The parties acknowledge that the Project design will evolve through the completion of the Project and is subject to outside factors, including, but not limited to, permit approval and review. Client shall carry sufficient contingencies in both budget and schedule to reasonably account for such design evolution and outside factors.

11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard and its employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.

To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, and its employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by Manhard's negligence or the negligence of Manhard's agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.

12. **MANHARD'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the services performs, Manhard shall maintain the following insurance coverage:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Commercial general liability insurance covering operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each occurrence.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the commercial general and automobile liability policies.

13. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants, to Client, to Contractor and to any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.

15. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.

16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with and limited to the level of care and skill ordinarily exercised by other Design Professionals in the same locale (“Standard of Care”). Manhard shall perform its services as expeditiously as is consistent with such Standard of Care and the orderly progress of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.
21. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.
22. **THIRD-PARTY BENEFICIARY** – Nothing in this Agreement shall create a contractual relationship between Manhard and any outside third party. The services performed under this Agreement are solely for the benefit of Client. If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third-party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Upon receipt of payment for all services performed in connection with such documents prepared under the Agreement, Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.
24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.
25. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as outlined in the Proposal in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. The means, methods, techniques, sequences and procedures of construction shall be the sole responsibility of the contractor(s). Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.

Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

Manhard shall have no responsibility for job site safety on the Project. The contractor and the Subcontractor's shall have full and sole authority for all safety programs and precautions in connection with the work. Manhard shall have no authority to take action whatsoever on the site regarding safety precautions and procedures.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard for additional costs or delays that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.
27. **STATUTE OF LIMITATIONS AND REPOSE** – All legal actions by either party against the other arising out of the Agreement or services performed are barred after five (5) years from completion of the services, or five (5) years from the termination of the Agreement, whichever is sooner. If the five (5) year duration is shorter than the shortest duration permitted by law, then the shortest duration permitted by law applies.
28. **CONSTRUCTION STAKING** – If Manhard is to provide construction staking as required by the Proposal, then line and grade stakes shall be set one time and one time only under the provisions of this Agreement. Client shall notify Manhard that stakes shall be needed at least two (2) working days in advance of starting work. Client to provide all required geometric data, including but not limited to: points of intersection, curvature and tangent; property corners along the rights-of-way; building corners for mass grading operations when appropriate; and other "key" points as necessary, prior to requesting construction staking if engineering is not provided by Manhard.
29. **CONTRACTOR'S PAYMENT REQUEST VERIFICATION** – If Manhard is to verify contractor's payment requests as required by the Proposal, then Manhard's on-site observations of contractor's work for the purposes of recommending payment shall be limited to the specific responsibilities that have been assigned to Manhard in accordance with this Agreement. As such, Client acknowledges that Manhard's observations which are not related to Manhard's specific responsibilities are not exhaustive and do not extend to every aspect of the work-in-progress.
- Neither Manhard's observation of contractor's work for the purposes of recommending payments nor Manhard's recommendation of any payment (including final payment) will impose on Manhard responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws, rules, regulations, ordinances, codes or riders applicable to contractor's furnishing and performing the work. It will also not impose responsibility on Manhard to make any examination to ascertain how or for what purposes contractor has used the moneys paid on account of the contract price, or to determine that the title to any of the work, materials or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and contractor that might affect the amount that should be paid.
30. **RECORD DRAWINGS** – If Manhard is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Manhard into the record documents will be assumed to be reliable, and Manhard will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Manhard harmless for any such errors or omissions.

**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2021**

(Note: Rates for services performed after December 31, 2021 are subject to annual adjustment)

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$225.00
Executive Vice President	\$225.00
Vice President	\$200.00
Operations Manager	\$175.00 - \$200.00
Senior Project Manager	\$165.00 - \$215.00
Director/Manager	\$145.00 - \$160.00
Project Manager	\$140.00 - \$155.00
Project Engineer	\$123.00 - \$145.00
Senior Design Technician	\$120.00 - \$130.00
Staff Engineer	\$98.00 - \$108.00
Design Technician	\$98.00 - \$108.00
Engineering CADD/G.I.S. Technician	\$68.00 - \$115.00
Senior Planner	\$130.00 - \$180.00
Staff Planner	\$85.00 - \$125.00
Landscape Architect	\$120.00 - \$150.00
Senior Construction Manager	\$140.00
Project Surveyor	\$135.00 - \$138.00
Construction Manager/Coordinator	\$123.00 - \$130.00
Staff Surveyor	\$113.00 - \$130.00
Survey/Construction Technician	\$95.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
1-Person Crew	\$140.00
2-Person Crew	\$183.00
Administrative Assistant	\$60.00 - \$75.00
Intern	\$60.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

Hourly rates subject to annual increases for services authorized after December 31, 2021.

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 \$703.00 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 HOMEOWNERS ASSOCIATION, INC.

7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

Circle C Homeowners Association, Inc. Social Media Policy

The Circle C Homeowners Association wants to promote a friendly, informative and enjoyable online experience for the members of the community. Posts, contents and comments containing any of the following are not permitted on the Circle C Homeowners Association official Social Media Platforms.

- Content determined to be inappropriate, in poor taste, or otherwise contrary to the purposes of this forum, in the sole discretion of the Circle C Homeowners Association.
- Profane, defamatory, offensive or violent language or content;
- Personal attacks on individuals or specific groups;
- Trolling or posting deliberately disruptive comments meant to harass, threaten or abuse and individual or business;
- Content for the purposes of promoting or advertising a person, product, service or brand;
- Content that relates to confidential or proprietary business information;

Posting Guidelines

Posting on behalf of the Circle C HOA will be done by a staff member or board member that is agreed upon by the Board of Directors.

Code of Conduct

The Circle C Homeowners Association reserves the right to remove or block any posts that don't adhere to its guidelines as listed above. We also reserve the right to remove or block anyone who violates these guidelines from posting on our page at any time without prior notice. By following/liking this page you automatically agree to these rules, policies and codes of conduct

Posts relating to the Homeowner's Association

If you have a specific question, comment or issue relating to Circle C Homeowners Association and you feel that it requires immediate attention, please email us at info@circlecranch.info or call the office at (512) 288-8663. While we do monitor posting on the page on a regular basis, we also want to address any issue requiring immediate attention in a timely manner. The board reserves the right to turn off any commenting on posts.



CIRCLE C HOMEOWNERS ASSOCIATION, INC.

7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

Definition

Social Media: applications that enable users to participate in social networking, (Facebook, Twitter, Pinterest, etc).

Website: a collection of related web pages (text, documents, files), including multimedia content, (images) typically identified with a common domain name, (Circle C Ranch) and published on at least one web server (GoDaddy, Hostgator, etc.).

