

**CCHOA Board Meeting Agenda**  
**26 June 2024, 6:30pm**  
**Circle C Community Center via zoom**

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of May 29, 2024 Board meeting minutes *Joanne Kinzer*
- IV. Homeowner Forum (*3 min each*)  
*(Homeowners may sign up to speak for the Homeowners Forum by calling the HOA manager at 512-288-8663 or sending an email to [info@circlecranch.info](mailto:info@circlecranch.info) at least a week before the meeting, in writing. Members will be given 3 minutes to address the board. The Board will send a reply through the HOA Office after the meeting.*
  - a. Andrew Tan
  - b. Kim Ackermann
- V. Management Reports
  - a. General Report, *Karen Hibpshman*
    - 1. May YTD Financials
  - b. Landscape Report, *Karen Hibpshman*
  - c. Aquatics Report, *Brody McKinley*
  - d. Maintenance Report, *Karen Hibpshman*
- VI. Discussion Items
  - a. TxDot proposed project along FM1826
  - b. Stratus Project – looking for 2-3 board members to meet with Stratus about the project prior to the presentation.
- VII. Action Items
  - a. Short-term Rental proposed language.
  - b. Adoption of the Enforcement/Fining Policy.
  - c. Adoption of the revised Front Yard Maintenance Guidelines.
  - d. Financial Office Lease
- VIII. Adjourn Public Meeting
- IX. Executive Session
  - a. Enforcement action.

**Attachments**

- 1. May 2024 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report

**Circle C Homeowners Association**  
**Board Meeting Minutes**  
**May 29, 2024**

1. The CCHOA Board of Directors convened on May 29, 2024, at the Community Center and via video conferencing (Zoom). Stephen Bega called the meeting to order at 6:35 p.m. In attendance were board members Stephen Bega, Kimberly De La Garza, and John LaBarge. Dave Duryee was on Zoom. Joanne Kinzer and Paul Oveisi were not present. CHOA Manager Karen Hibpshman (HOA Manager) and Brody McKinley (Aquatics Director) were present.
2. Stephen presented the May 29, 2024 agenda. Karen asked that we add Andrew Tan, Randhir Soni, Eryn Zavaleta and Yuebo Shi to the Homeowner Forum and the café as a discussion item. Kimberly motioned accept the agenda with the changes. John seconded the motion. All were in favor and the motion passed.
3. Stephen presented the April 24, 2024 Board of Directors Meeting Minutes. John motioned to accept the minutes as written. Kimberly seconded the motion. All were in favor and the motion passed.
4. Stephen introduced the Homeowner Forum.
  - a. Andrew Tan – spoke on how and where to go to understand the how and why for pool hours. Would like more rec hours at the Swim Center. How is the budget tracking against the actual costs.
  - b. Randhir Soni – provided data on STR's. Asked the board to check data points concerning STR's. STR's gives options for residents that have been affected by fire, water damage and family reunions for examples.
  - c. Eryn Zavaleta – spoke in favor of STR. Lives across from the Swim Center, they follow all of the City of Austin guidelines. Having an STR allow kids visiting their parents, parents visiting their children and St Augustine visitors a place to stay. This allows for more financial flexibility and way to give back. It encourages residents to maintain their property.
  - d. Yuebo Shi (Cynthia) – spoke in favor of STR. She owns a house in Circle C which has been vacant since Oct 2023/ She has since gotten her permit for her STR. This has allowed her to be financially stable due to the housing market.
5. Karen presented the management report and the YTD Financials.
6. Karen presented the landscaping report.
7. Brody presented the aquatics report.
8. Karen presented the maintenance report.
9. The first discussion item is the proposed TxDot project along FM1826. Karen provided an update on where we are. We are waiting for another update from TxDot and the next meeting.
10. Stephen moved to the action items.

11. The action item was the Short-term Rental proposed language. Karen provided a view different samples from previously adopted amendments. Stephen motioned to table. John seconded the motion. All were in favor and the motion passed.
12. The second action item was the fining policy. Karen will send the board the old fining policy and it will be an action item at the next board meeting. John motioned to table. David seconded the motion. All were in favor and the motion passed.
13. The second discussion item was the café. The board will discuss in executive session.
14. John motioned to adjourn the Public Meeting at 8:37 pm. Kimberly seconded the motion. All were in favor and the motion passed.
15. The board went into executive session at 8:40pm to discuss the Café. No decisions or actions were taken. The board adjourned executive session at 8:58pm.

**Circle C Homeowners Association  
 Manager's Report  
 May 27, 2024 – June 21, 2024**

**Violation Report  
 May 27, 2024 – June 21, 2024**

	Apr 22- May 24, 2024	May 27- June 21, 2024	Percentage of Total Violations	% Change		April 24 - May 26, 2023	May 29 - June 23, 2023	Percentage of Total Violations	% Change
<b>Total Violations:</b>	<b>405</b>	<b>357</b>		<b>-11.85%</b>		<b>168</b>	<b>326</b>		<b>94.05%</b>
Rubbish/Debris	43	58	16.25%	34.88%		27	75	23.01%	177.78%
Front Yard Maintenance	250	221	61.90%	-11.60%		60	127	38.96%	111.67%
Architectural	15	9	2.25%	-40.00%		15	11	3.37%	-26.67%
Vehicle Storage	11	9	2.25%	-18.18%		12	13	3.99%	8.33%
Repair of Exterior Damages	31	21	5.88%	-32.26%		9	29	8.90%	222.22%
Exterior Lighting	22	17	4.76%	-22.73%		8	11	3.37%	37.50%
Driveway	5	3	0.84%	-40.00%		0	11	3.37%	0.00%
Fencing	0	0	0.00%	0.00%		3	3	0.92%	0.00%
Use Limitations	1	1	0.28%	0.00%		1	2	0.61%	100.00%
Recreational Equipment	18	7	1.96%	-61.11%		13	30	9.20%	130.77%
Offensive Activities	2	5	1.40%	0.00%		1	0	0.0%	-100.00%
Common Properties	0	0	0.00%	0.00%		1	0	0.0%	0.00%
Maintenance	6	3	0.84%	-50.00%		18	14	4.29%	-22.22%
Abutting Landscaping	0	0	0.00%	0.00%		0	0	0.00%	#DIV/0!
Window Covering	0	3	0.84%	0.00%		0	0	0.00%	0.00%

	405	357			168	326		
Stage 1/Cooperative Letters	365	304	85.15%	-	143	274	84.66%	91.61%
Stage 2 Letters	28	42	11.76%	50.00%	23	33	11.65%	43.48%
Stage 3 Letters	11	11	3.08%	0.00%	2	10	31.28%	400.00%
Stage O	1	1	0.28%	0.00%	0	2	0.61%	0.00%

	405	357			168	326		
On Hold	4	4	1.12%	0.00%	0	0	0.00%	0.00%
Closed	144	107	29.97%	-25.69%	54	124	38.03%	56.45%
New	213	187	52.38%	-12.21%	97	165	50.61%	70.10%
Escalated	30	51	14.29%	70.00%	12	21	6.44%	75.00%
Re-Opened	14	7	1.96%	-50.00%	5	9	2.76%	80.00%
Attorney	0	1	0.28%	0.00%	0	0	0.00%	0.00%

### Administration

38 New Homeowner Packets mailed May 17<sup>th</sup> – June 21<sup>st</sup>.

### Financial

AP checks were signed on May 20<sup>th</sup> with Terri Giles

### Upcoming Special Events

- July 1<sup>st</sup> – 2<sup>nd</sup> Semi-annual Statements Mailed
- July 4<sup>th</sup> – 4<sup>th</sup> of July Parade
  - HOA Office Closed/ Pools Open
- July 20<sup>th</sup> – Dive-in Movie – Incredibles
- July 31<sup>st</sup> – July Board Meeting
- Aug 4<sup>th</sup> – Dive-in Movie – Puss in Boots
- Aug 12<sup>th</sup> – Large Brush Pick-up – North of Slaughter Lane
- Aug 19<sup>th</sup> – Large Brush Pick-up – South of Slaughter Lane
- Aug 26<sup>th</sup> – Bulk Pick-up – North of Slaughter Lane
- Sept 2<sup>nd</sup> – Bulk Pick-up – South of Slaughter Lane

## Project/Updates

USPS Blue Mailbox thefts. Thefts from the outgoing blue mailboxes is continuing. It appears that the individuals are accessing the boxes every 4-8 days. Updated the blast email to discourage residents from using any of the blue mailboxes. Several owners have reached out and filed reports with the Postal Inspector for checks cashed fraudulently. We continue to provide footage to the Postal Inspector and hopefully those individuals will be caught. It is important that if you had mail stolen that you file a report with the US Postal Inspector. Also, sign up for Informed Delivery through the USPS to know what is coming to you mail box daily so you can make sure it isn't left in the box overnight.

- TxDOT proposed project on FM1826 from SH45-US290. Homeowners that back up to FM1826 from Ladera Verde Drive, Via Grande Drive, Tierra Linda Lane, Via Verde and Arbole Cove will be affected. I will be attending the informational meeting for the Hays County side to see if they are interested in moving funding to Hays County so that they can re-evaluate the Travis County side. TxDot will be coming back with additional information and hopefully updated plans that will not affect the residents like the original plans showed.
- Texas Gas has stopped using Archeleta as an access point. We had them move rocks across their temporary driveway to block any future access. Invoices have been sent to them for the restoration of the area which also include damage that was done of the west side of Archeleta.
- Cove at Circle C billing for the 1<sup>st</sup> assessment was sent May 15<sup>th</sup> for \$10,490.80 and was received.
- Rowell billing was sent May 15<sup>th</sup> for \$67,878.45.
- Circle C Commercial billing was sent May 15<sup>th</sup> at \$54,500.00.
- City of Austin billing was sent June 20<sup>th</sup> for \$17,600.
- The phones at the Swim Center have been changed. The new number is 512-363-5578.
- We continue to use the Circle C Ranch HOA Facebook page along with the website to get information out to the residents.

- **Capital Projects**

2024 Capital Budget Projects include:

SC – Pool. Covers	Will order in July for Fall Usage
SC – Competition Pool Replaster	Completed

SC – Competition Pool Filter Replacement	Completed
SC –Restroom Renovation	Completed
CC- Pond Controller/Pump replacement	Will be completed in August
AV – Replaster/repairs to code	Completed
GR – Repaint/Restain GreyRock Amenity Center	Completed
Node Clock Replacement	Started
Irrigation Upgrades	Started
Bed Upgrades	Started
Escarpment Project	1 <sup>st</sup> phase started between Needham and South Bay
CCN Improvement	Worked through the issues with the city and clean-up and some planting has 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

# 2024 CCHOA INCOME BUDGET

Category	Subcategory	2024 Budget	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Totals	%
Homeowner Income	Homeowner Dues	\$5,100,000	\$45,011.31	\$1,293,639.13	\$842,363.35	\$173,022.88	\$216,451.51	\$2,570,488.18	50%
Homeowner Income	Resale Certificates	\$45,000	\$2,475.00	\$3,600.00	\$5,625.00	\$6,300.00	\$8,100.00	\$26,100.00	58%
Homeowner Income	Transfer Fees I0come	\$35,000	\$2,800.00	\$1,050.00	\$4,900.00	\$4,550.00	\$5,442.00	\$18,742.00	54%
Homeowner Income	Late Fees Collected	\$30,000	\$1,310.61	\$1,696.99	\$2,391.79	\$2,803.52	\$6,348.35	\$14,551.26	49%
Homeowner Income	Lien Admin Fees Income	\$900	\$138.00	\$69.00	\$276.00	\$69.00	\$138.00	\$690.00	77%
Homeowner Income	Filing Fee Income	\$1,400	\$112.00	\$56.00	\$224.00	\$56.00	\$118.00	\$566.00	40%
Homeowner Income	NSF Charges	\$50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>Homeowner Income Total</b>		<b>\$5,212,350</b>	<b>\$51,846.92</b>	<b>\$1,300,111.12</b>	<b>\$855,780.14</b>	<b>\$186,801.40</b>	<b>\$236,597.86</b>	<b>\$2,631,137.44</b>	50%
Architectural Review Incom	Architectural Review I0come	\$10,000	\$705.00	\$800.00	\$1,390.00	\$1,135.00	\$1,005.00	\$5,035.00	50%
<b>Architectural Review Income Total</b>		<b>\$10,000</b>	<b>\$705.00</b>	<b>\$800.00</b>	<b>\$1,390.00</b>	<b>\$1,135.00</b>	<b>\$1,005.00</b>	<b>\$5,035.00</b>	50%
Rental Income	Office Rent	\$10,000	\$0.00	\$1,834.11	\$0.00	\$0.00	\$1,834.11	\$3,668.22	37%
Rental Income	Grill Rent	\$6,300	\$825.30	\$460.95	\$0.00	\$0.00	\$525.30	\$1,811.55	29%
<b>Rental Income Total</b>		<b>\$16,300</b>	<b>\$825.30</b>	<b>\$2,295.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,359.41</b>	<b>\$5,479.77</b>	34%
Aquatics Income	Pool Programs	\$60,000	\$25.00	-\$75.00	\$2,545.00	\$16,435.00	\$14,989.50	\$33,919.50	57%
Aquatics Income	Pool Programs - Swim Team	\$136,500	\$7,080.00	\$5,395.00	\$7,356.70	\$15,670.00	\$25,683.68	\$61,185.38	45%
Aquatics Income	Facility Income	\$38,000	\$4,815.00	\$38.00	\$19,714.97	\$6,706.61	\$5,885.82	\$37,160.40	98%
<b>Aquatics Income Total</b>		<b>\$234,500</b>	<b>\$11,920.00</b>	<b>\$5,358.00</b>	<b>\$29,616.67</b>	<b>\$38,811.61</b>	<b>\$46,559.00</b>	<b>\$132,265.28</b>	56%
CCCC Income	CCCC Facility Rentals	\$70,000	\$6,317.50	\$10,396.25	\$5,338.75	\$7,882.50	\$12,752.25	\$42,687.25	61%
<b>CCCC Income Total</b>		<b>\$70,000</b>	<b>\$6,317.50</b>	<b>\$10,396.25</b>	<b>\$5,338.75</b>	<b>\$7,882.50</b>	<b>\$12,752.25</b>	<b>\$42,687.25</b>	61%
Landscape Reimbursement	Stratus Reimb	\$114,450	\$0.00	\$54,500.00	\$0.00	\$0.00	\$54,500.00	\$109,000.00	95%
Landscape Reimbursement	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>Landscape Reimbursements Total</b>		<b>\$132,050</b>	<b>\$0.00</b>	<b>\$54,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54,500.00</b>	<b>\$109,000.00</b>	83%
Credit Card Rewards		\$0	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	###
Miscellaneous	Interest Income	\$75,000	\$6,602.13	\$14,310.13	\$6,120.85	\$6,935.54	\$6,043.86	\$40,012.51	53%
Miscellaneous	Sales Tax Discount	\$0	-\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	-\$7.25	
<b>Miscellaneous Total</b>		<b>\$75,000</b>	<b>\$6,594.88</b>	<b>\$14,310.13</b>	<b>\$6,120.85</b>	<b>\$8,935.54</b>	<b>\$6,043.86</b>	<b>\$42,005.26</b>	56%
Cove @ CC Reimbursement	Cove @ Circle C HOA	\$20,000	\$0.00	\$0.00	\$0.00	\$0.00	\$10,490.80	\$10,490.80	52%
Rowell Reimbursement	The Rowell HOA	\$123,000	\$56,369.28	\$0.00	\$0.00	\$0.00	\$0.00	\$56,369.28	46%
<b>Rimbursement Total</b>		<b>\$143,000</b>	<b>\$56,369.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,490.80</b>	<b>\$66,860.08</b>	47%
<b>Grand Total</b>		<b>\$5,893,200.00</b>	<b>\$134,578.88</b>	<b>\$1,387,770.56</b>	<b>\$898,246.41</b>	<b>\$243,566.05</b>	<b>\$370,308.18</b>	<b>\$3,034,470.08</b>	51%

## 2024 CCHOA EXPENSE BUDGET

Category	Subcategory	2024 Budget	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,510,659	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$629,441.25	42%
Commons Area Services	Contract Landscape SC	\$38,607	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$16,086.25	42%
Commons Area Services	Contract Landscape CCCC	\$38,607	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$16,086.25	42%
Commons Area Services	Contract Landscape AV	\$27,377	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$11,407.35	42%
Common Area Services	Contract Landscape GR	\$27,377	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$11,407.05	42%
Common Area Services	Common Area Holiday Lighti	\$53,117	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$160,000	\$2,130.06	\$16,122.52	\$14,551.90	\$22,006.35	\$15,700.00	\$70,510.83	44%
Commons Area Services	Landscape Water Utilities	\$275,000	\$4,739.09	\$3,480.07	\$4,014.84	\$6,691.06	\$18,273.77	\$37,198.83	14%
Commons Area Services	COA Water Utility Complianc	\$8,000	\$2,490.00	\$390.00	\$0.00	\$2,875.00	\$0.00	\$5,755.00	72%
Common Area Services	Landscape Electric Utilities	\$36,000	\$3,453.50	\$3,514.39	\$3,426.07	\$3,043.99	\$3,090.06	\$16,528.01	46%
Common Area Services	Tree Care	\$75,000	\$5,252.51	\$0.00	\$0.00	\$7,361.00	\$2,944.40	\$15,557.91	21%
Commons Area Services	Fence Repairs & Maint	\$8,000	\$319.34	\$0.00	\$0.00	\$0.00	\$0.00	\$319.34	4%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$3,527.96	\$0.00	\$0.00	\$0.00	\$0.00	\$3,527.96	29%
Common Area Services	Neighborhood Maint & Repa	\$27,000	\$138.07	\$363.90	\$7,153.75	\$0.00	\$2,346.64	\$10,002.36	37%
Common Area Services	Non Contract Landscape - S	\$20,000	\$0.00	\$0.00	\$0.00	\$16,800.00	\$0.00	\$16,800.00	84%

Common Area Services	Permits	\$10,000	\$0.00	\$665.28	\$0.00	\$0.00	\$0.00	\$665.28	3%
<b>Commons Area Services Total</b>		<b>\$2,326,744</b>	<b>\$158,936.16</b>	<b>\$161,421.79</b>	<b>\$166,032.19</b>	<b>\$195,663.03</b>	<b>\$179,240.50</b>	<b>\$861,293.67</b>	37%
Aquatics Facilities	Administrative	\$67,500	\$1,659.47	\$3,747.68	\$17,564.17	\$759.99	\$4,758.17	\$28,489.48	42%
Aquatics Facilities	Supplies - Pool	\$27,500	\$289.98	\$662.06	\$2,146.51	\$108.24	\$1,959.20	\$5,165.99	19%
Aquatics Facilities	Supplies - Chemicals	\$93,000	\$1,979.08	\$4,409.74	\$5,806.77	\$5,809.91	\$8,237.69	\$26,243.19	28%
Aquatics Facilities	Supplies & Fees - Swim Team	\$19,000	\$17,747.54	\$3,484.42	\$130.36	\$1,827.02	\$2,420.87	\$25,610.21	135%
Aquatics Facilities	Maintenance - Pool	\$128,200	\$3,189.91	\$12,233.94	\$19,937.10	\$11,953.40	\$3,176.92	\$50,491.27	39%
Aquatics Facilities	Maintenance - Building	\$83,100	\$7,551.84	\$13,955.71	\$5,294.59	\$5,523.26	\$3,993.31	\$36,318.71	44%
Aquatics Facilities	Payroll - Staff	\$1,173,000	\$26,842.77	\$52,917.63	\$64,458.13	\$67,636.90	\$86,058.72	\$297,914.15	25%
Aquatics Facilities	Payroll - Programming Staff	\$49,500	\$0.00	\$0.00	\$426.69	\$1,479.85	\$3,412.78	\$5,319.32	11%
Aquatics Facilities	Payroll - Swim Team	\$150,000	\$6,145.69	\$11,558.57	\$7,329.72	\$7,535.74	\$6,577.91	\$39,147.63	26%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,800.51	\$1,464.47	\$5,020.41	\$2,208.53	\$2,033.00	\$12,526.92	42%
Aquatics Facilities	Avana _Utilities-Water	\$9,000	\$376.84	\$0.00	\$811.76	\$339.22	\$679.89	\$2,207.71	25%
Aquatics Facilities	GR- Utilities - Water	\$4,500	\$187.05	\$184.02	\$161.28	\$173.40	\$187.05	\$892.80	20%
Aquatics Facilities	SC-Utilities - Electric	\$30,000	\$339.41	\$664.02	\$1,396.96	\$2,212.87	\$2,177.08	\$6,790.34	23%
Aquatics Facilities	Avana - Utilities- Electric	\$14,000	\$959.57	\$976.52	\$889.69	\$156.76	\$671.87	\$3,654.41	26%
Aquatics Facilities	GR -Utilities-Electric	\$8,000	\$537.92	\$393.87	\$753.78	\$485.75	\$420.25	\$2,591.57	32%
Aquatics Facilities	Utilities - Natural Gas	\$48,000	\$3,852.75	\$0.00	\$27.38	\$1,409.27	\$1,316.38	\$6,605.78	14%
Aquatics Facilities	SC-Utilities - Telephone/Inte	\$15,000	\$580.55	\$580.55	\$580.55	\$580.55	\$580.55	\$2,902.75	19%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$206.79	\$336.06	\$336.06	\$335.67	\$103.57	\$1,318.15	26%
Aquatics Facilities	GR- Telephone/Internet	\$5,000	\$684.96	\$538.01	\$523.01	\$522.62	\$126.73	\$2,395.33	48%
<b>Aquatic Facilities Total</b>		<b>\$1,959,300</b>	<b>\$74,932.63</b>	<b>\$108,107.27</b>	<b>\$133,594.92</b>	<b>\$111,058.95</b>	<b>\$128,891.94</b>	<b>\$556,585.71</b>	28%
Circle C Community Center	Utilities - Water	\$27,000	\$422.74	\$1,057.49	\$459.16	\$545.61	\$463.68	\$2,948.68	11%
Circle C Community Center	Utilities - Electric	\$26,000	\$1,579.61	\$1,749.30	\$1,838.51	\$1,521.09	\$1,550.23	\$8,238.74	32%
Circle C Community Center	Utilities - Telephone/Internet	\$9,000	\$685.00	\$685.05	\$700.99	\$700.99	\$700.99	\$3,473.02	39%
Circle C Community Ctr	Events Payroll	\$8,500	\$107.13	\$897.28	\$382.94	\$622.22	\$486.55	\$2,496.12	29%
Circle C Community Center	Maintenance - Building	\$57,500	\$2,546.32	\$2,327.09	\$4,549.92	\$4,264.40	\$1,685.61	\$15,373.34	27%
<b>Circle C Community Ctr Total</b>		<b>\$128,000</b>	<b>\$5,340.80</b>	<b>\$6,716.21</b>	<b>\$7,931.52</b>	<b>\$7,654.31</b>	<b>\$4,887.06</b>	<b>\$32,529.90</b>	25%
Maintenance Operations	Office Supplies	\$800	\$150.47	\$37.81	\$0.00	\$82.47	\$0.00	\$270.75	34%
Maintenance Operations	Employee Education	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Safety Equip/Supplies	\$1,200	\$32.46	\$0.00	\$0.00	\$181.86	\$357.19	\$571.51	48%
Maintenance Operations	Maintenance Payroll	\$225,000	\$16,133.83	\$24,554.67	\$16,369.78	\$16,369.78	\$16,369.78	\$89,797.84	40%
Maintenance Operations	Pool Tech	\$74,000	\$4,252.70	\$6,461.55	\$4,307.70	\$4,307.70	\$5,050.45	\$24,380.10	33%
Maintenance Operations	Payroll Taxes	\$29,000	\$1,367.27	\$1,984.11	\$1,317.60	\$1,312.61	\$1,123.63	\$7,105.22	25%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$0.00	\$146.04	\$0.00	\$0.00	\$146.04	10%
Maintenance Operations	Tools/Supplies	\$5,000	\$840.01	\$705.58	\$969.85	\$39.54	\$181.25	\$2,736.23	55%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>Maintenance Operations Total</b>		<b>\$340,900</b>	<b>\$22,776.74</b>	<b>\$33,743.72</b>	<b>\$23,110.97</b>	<b>\$22,293.96</b>	<b>\$23,082.30</b>	<b>\$125,007.69</b>	37%
HOA Operations	Office Supplies	\$9,000	\$3,410.95	\$1,564.92	\$343.37	\$339.38	\$1,751.78	\$7,410.40	82%
HOA Operations	Equip & Maintenance	\$18,000	\$136.84	\$527.33	\$3,159.50	\$705.15	\$1,232.88	\$5,761.70	32%
HOA Operations	HOA Owned Vehicle Expenses	\$8,000	\$664.14	\$169.59	\$138.42	\$192.75	\$236.58	\$1,401.48	18%
HOA Operations	Postage	\$24,000	\$836.55	\$3,293.61	\$344.73	\$774.19	\$4,267.49	\$9,516.57	40%
HOA Operations	Web Operations	\$3,000	\$38.40	\$1,108.39	\$158.40	\$66.51	\$818.58	\$2,190.28	73%
HOA Operations	Printing	\$7,000	\$1,046.17	\$0.00	\$0.00	\$1,573.13	\$0.00	\$2,619.30	37%
HOA Operations	HOA Meetings	\$7,000	\$3,919.95	\$256.29	\$225.06	\$338.91	\$0.00	\$4,740.21	68%
HOA Operations	Deed Restrictions	\$5,000	\$719.45	\$0.00	\$0.00	\$719.45	\$0.00	\$1,438.90	29%
HOA Operations	HOA Special Events	\$45,000	\$1,900.00	\$3,000.00	\$1,324.29	\$3,945.20	\$5,129.71	\$15,299.20	34%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>HOA Operations Total</b>		<b>\$128,000</b>	<b>\$12,672.45</b>	<b>\$9,920.13</b>	<b>\$5,693.77</b>	<b>\$8,654.67</b>	<b>\$13,437.02</b>	<b>\$50,378.04</b>	39%
Financial Management	Management Services	\$115,000	\$9,276.30	\$9,976.30	\$9,976.30	\$9,276.30	\$9,276.30	\$47,781.50	42%
Financial Management	Resale Certificate	\$13,350	\$500.00	\$900.00	\$1,100.00	\$1,600.00	\$1,300.00	\$5,400.00	40%
Financial Management	Lien Filing Administrative Fees	\$4,500	\$0.00	\$0.00	\$156.00	\$26.00	\$0.00	\$182.00	4%
Financial Management	Bank Fees	\$70,000	\$2,740.48	-\$4,653.45	\$13,620.83	\$8,173.62	\$4,379.08	\$24,260.56	35%
Financial Management	CPA/Audit	\$10,000	\$0.00	\$121.00	\$60.50	\$152.00	\$326.50	\$660.00	7%
<b>Financial Management Total</b>		<b>\$212,850</b>	<b>\$12,516.78</b>	<b>\$6,343.85</b>	<b>\$24,913.63</b>	<b>\$19,227.92</b>	<b>\$15,281.88</b>	<b>\$78,284.06</b>	37%

HOA Management	Management Payroll	\$225,000	\$15,712.59	\$23,877.81	\$15,918.54	\$15,918.54	\$15,918.54	\$87,346.02	39%
HOA Management	Management Payroll Taxes	\$22,500	\$1,340.65	\$2,001.92	\$1,312.11	\$1,326.32	\$1,126.05	\$7,107.05	32%
HOA Management	Mileage Reimbursement	\$6,000	\$341.70	\$551.41	\$360.46	\$365.15	\$480.39	\$2,099.11	35%
HOA Management	Insurance Stipend	\$60,000	\$0.00	\$3,899.99	\$3,939.99	\$3,939.99	\$3,939.99	\$15,719.96	26%
HOA Management	Cont Ed & Skills Enhanceme	\$2,000	\$340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$340.00	17%
<b>HOA Management Total</b>		<b>\$315,500</b>	<b>\$17,734.94</b>	<b>\$30,331.13</b>	<b>\$21,531.10</b>	<b>\$21,550.00</b>	<b>\$21,464.97</b>	<b>\$112,612.14</b>	36%
Architectural Review Expen	Architectural Review Expens	\$8,000	\$561.00	\$845.00	\$1,181.50	\$964.75	\$854.25	\$4,406.50	55%
<b>Architectural Review Expenses Total</b>		<b>\$8,000</b>	<b>\$561.00</b>	<b>\$845.00</b>	<b>\$1,181.50</b>	<b>\$964.75</b>	<b>\$854.25</b>	<b>\$4,406.50</b>	55%
Legal Services	Legal Services	\$20,000	\$0.00	\$7,557.04	\$2,092.00	\$423.50	\$940.50	\$11,013.04	55%
<b>Legal Services Total</b>		<b>\$20,000</b>	<b>\$0.00</b>	<b>\$7,557.04</b>	<b>\$2,092.00</b>	<b>\$423.50</b>	<b>\$940.50</b>	<b>\$11,013.04</b>	55%
Taxes	Property	\$12,000	\$168.50	\$0.00	\$0.00	\$0.00	\$0.00	\$168.50	1%
Taxes	Income/Franchise Taxes	\$0	\$0.00	\$0.00	\$0.00	\$239.11	\$0.00	\$239.11	###
<b>Taxes Total</b>		<b>\$12,000</b>	<b>\$168.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$239.11</b>	<b>\$0.00</b>	<b>\$407.61</b>	3%
Insurance	General, Property, Boiler & A	\$85,500	\$8,458.09	\$8,458.10	\$8,458.10	\$8,458.09	\$8,458.09	\$42,290.47	49%
Insurance	Auto	\$6,000	\$517.64	\$517.64	\$517.63	\$517.63	\$517.63	\$2,588.17	43%
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	Worker's Comp	\$16,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>Insurance Total</b>		<b>\$119,500</b>	<b>\$8,975.73</b>	<b>\$8,975.74</b>	<b>\$8,975.73</b>	<b>\$8,975.72</b>	<b>\$8,975.72</b>	<b>\$44,878.64</b>	38%
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Community Enhancement	Association Memberships	\$2,000	\$50.00	\$25.00	\$499.67	\$0.00	\$0.00	\$574.67	29%
<b>Community Enhancement Total</b>		<b>\$3,000</b>	<b>\$50.00</b>	<b>\$25.00</b>	<b>\$499.67</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$574.67</b>	19%
<b>Reserve Transfer</b>		<b>\$319,406</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Grand Total</b>		<b>\$5,893,200</b>	<b>\$314,666</b>	<b>\$373,987</b>	<b>\$395,557</b>	<b>\$396,706</b>	<b>\$397,056</b>	<b>\$1,877,972</b>	32%

**Expected Reserve Expenditures and Capital Improvement for 2024**

		YTD
SC Pool Covers	\$9,000	\$0.00
SC - Competition Pool Replaster	\$320,000	\$313,352.04
SC- Competition Pool Filter Replacement	\$130,000	\$90,040.73
SC-Restroom Renovation	\$180,000	\$155,839.24
CC-Pond Controller/Pump Replacement	\$18,000	\$0.00
AC-Replaster/Replair to Code	\$130,000	\$123,494.00
GR_Repaint/Restain Amenity Center	\$4,000	\$3,500.00
Node Clock Replacement	\$90,000	\$90,000.00
Rock Work	\$25,000	\$25,000.00
Irrigation Upgrades	\$35,000	\$35,000.00
Bed Upgrades	\$35,000	\$35,000.00
Escarpment Project	\$200,000	\$186,250.00
CCN Improvement	\$200,000	\$51,203.96
Construction Repairs	\$50,000	\$8,722.45
<b>Total</b>	<b>\$1,426,000</b>	<b>\$1,117,402.42</b>

**Total Capital Budget Projects**                    **\$1,426,000.00**                    **\$1,117,402.42**

**Grand Total Expenses**                    **\$7,319,200.00**

**Circle C Aquatics**

**May-24**

**Spring Operations**

<b>Facility Usage</b>	<b>Swim Center</b>		<b>Community Center</b>		<b>Avaña</b>		<b>Greyrock</b>		<b>Total</b>	
	May-24	YTD	May-24	YTD	May-24	YTD	May-24	YTD	May-24	YTD
Resident Entries	8,458	14,423	1,580	1,580	1,749	1,749	436	436	12,223	18,188
Unique Residents	2,002	2,450	1,138	1,138	1,124	1,124	252	252	3,672	3,978
Unique Households	811	964	385	385	378	378	92	92	1,330	1,431
Guest Entries	510	986	147	147	107	107	27	27	791	1,267
Other Entries	3,147	4,777	0	0	0	0	0	0	3,147	4,777
Average Hourly Count	379		145		93		43			
Average % of Capacity	17%		50%		26%		10%			
Max Hourly Count	41		90		38		16			
<b>Total Entries</b>	<b>12,115</b>	<b>20,186</b>	<b>1,727</b>	<b>1,727</b>	<b>1,856</b>	<b>1,856</b>	<b>463</b>	<b>463</b>	<b>16,161</b>	<b>24,232</b>

<b>Incidents</b>	<b>Swim Center</b>		<b>Community Center</b>		<b>Avaña</b>		<b>Greyrock</b>		<b>Total</b>	
	May-24	YTD	May-24	YTD	May-24	YTD	May-24	YTD	May-24	YTD
Water Rescues	0	2	0	0	0	0	0	0	0	2
First Aid Responses	7	16	1	1	3	3	0	0	11	20
Sudden Illness Treatments	3	3	0	0	2	2	0	0	5	5
Patron/Facility Incidents	0	3	1	1	0	0	0	0	1	4
Biohazard Cleanups	3	6	0	0	3	3	0	0	6	9
Suspensions/Expulsions	0	0	0	0	0	0	0	0	0	0
EMS/911 Callouts	0	1	0	0	0	0	0	0	0	1
<b>Total Incidents</b>	<b>10</b>	<b>24</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>31</b>
<b>Incident per Entry Ratio</b>	<b>0.08%</b>	<b>0.12%</b>	<b>0.12%</b>	<b>0.12%</b>	<b>0.27%</b>	<b>0.27%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.11%</b>	<b>0.13%</b>

<b>Revenue</b>	May-24	YTD
Aquatics Programs	\$ 14,989.50	\$ 33,919.50
Swim Team	\$ 25,683.68	\$ 61,185.38
Guest Fees	\$ 1,423.00	\$ 1,762.00
Area Reservations	\$ -	\$ -
Facility Rentals	\$ 3,025.00	\$ 4,312.50
Lane Rentals	\$ -	\$ 28,636.40
Other Facility Income	\$ 1,437.82	\$ 2,449.50
<b>Total Aquatics Revenue</b>	<b>\$ 46,559.00</b>	<b>\$ 132,265.28</b>

<b>Programs</b>	May-24
Select Swim Team	86
Masters Swimming	0
Group Swim Lessons	24
Private Swim Lessons	128
Water Aerobics	21
Certification Courses	30
WSI Course	7
<b>Total Participants</b>	<b>296</b>

<b>Reservations &amp; Rentals</b>	May-24	YTD
Area Reservations	0	0
Facility Rentals	5	5
Lap Lane Reservations	917	1009
<b>Total Reservations</b>	<b>0</b>	<b>1014</b>

<b>Aquatics Staffing</b>	May-24
Lifeguards/Head Guards	92
Front Desk Staff	14
Instructors/Coaches	12
<b>Total Staff</b>	<b>118</b>

<b>Resident Stats</b>	Individuals	Households	Members / Household
Homeowners	13,826	4,934	2.80
Renters	834	231	3.61
New Memberships	326	141	
<b>Totals</b>	<b>14,660</b>	<b>5,165</b>	<b>2.84</b>

Circle C HOA  
Maintenance Report for Board June 2024  
Prepared by Robert Bardeleben -Facilities Director

We are busy keeping pools clean and repairs made during pool open season. We are obtaining bids for 2025 capital projects. A couple of the bigger potential projects for 2025 are

See separate report on repairs to be done by Atlantis Plaster to Swim Center, Avana, and Community Center Pools.

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance has been completed
- Minor Equipment and Facility Repairs Made

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Pond Pumps and Controller are On Order

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
- Minor Graffiti Removal

AVANA AMENITIES CENTER

- Minor repairs have been made

GREY ROCK AMENITIES CENTER

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

# Repairs to be done by Atlantis on Three Pools on Thursday 7/11/2024

## Community Center Pool

7817 LaCrosse Ave

Replastered in October of 2023

Has developed a separated spot or spalling on the plaster on the beach entry side close to the tiled depth change. It is approximately 6" long.

We have not been able to determine if this is a completed delamination or just surface oriented. Would be good for Atlantis to check out the whole pool for possible delamination or hollow spots.

This will need to be repaired first thing in the morning on 7/11 as this pool opens at 11am. This pool closes at 7pm on Wednesday 7/10 if Atlantis wants access to repair it that night.

## Swim Center

5919 LaCrosse Ave

Plastered in March 2024

Shortly after filling this pool it developed what could be spalling in an extremely small spot on the building side of lane 2. It appears to have lessened over the last couple of months.

This repair will need to be done on Thursday July 11 between the hours of 12pm and 3pm.

## Avana Pool

6610 Trissino

Plastered in April of 2024

We have had numerous complaints of bloodied toes and scrapes since the pool opened. We have checked the complete surface of the pool and beach entry and the only thing that we could find is that the beach entry Pebble Tec is quite rough. It might be good for Atlantis to take a look at the complete pool plaster and Pebble Tec surfaces as well. I understand that Atlantis will be able to "polish" or smooth this Pebble Tec surface. This pool is closed all day on 7/11 and opens up at 9am on Friday 7/12. We will most likely need time to clean this pool after the "polishing."

Patty shared this one. I pulled the others from online

Article X. PROTECTIVE COVENANTS

Section 13. For purposes of this section, a “lease” shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. A lease of a Lot and the Improvements thereon is subject to the following conditions: (a) the lease must be for single-family residential purposes only, (b) the minimum lease term shall be 12 months, (c) no Lot or portion thereof shall be advertised at daily or weekly rental rates or for a lease term of less than 12 months and all rental advertisements must clearly state that the lease is for a term is 12 months or longer, and (d) no Lot or portion thereof shall be leased or used (i) for hotel, transient or vacation rental (similar to AirBnb or VRBO) purposes or (ii) in a manner that would be subject to payment of hotel tax under applicable law . Within ten (10) days after the execution of a lease for rental of any Lot and the Improvements thereon, the Owner shall give written notice to the Board, which notice shall set forth the name(s) of the tenant(s) and the length of time of the lease is in effect. All lease agreements shall be in writing and shall provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, Bylaws and Association Rules, as then existing and as may be amended or modified thereafter, and any failure by the tenant(s) to comply with the terms of such documents shall constitute a default under such lease. The Owner shall provide the tenant(s) with copies of the Declaration, Bylaws, and Association Rules at the time the lease is executed and shall also be responsible for the tenant(s)’ compliance with the terms of such documents. Violation of this provision shall be subject to a daily fine of the greater of the advertised daily rental rate or \$1,000.

## Angelwylde

The amended provision of the Angelwylde Covenants states: Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes only, provided that (a) the minimum lease term shall be 12 months, and (b) no Lot or portion thereof shall be leased or used (i) for hotel, transient or vacation rental (similar to AirBnb or VRBO) purposes or (ii) in a manner that would be subject to payment of hotel tax under applicable law.

## Poole Point

The Deed Restrictions are hereby amended to include the following:

No lot or property (including without limitation, any residence, room or rooms in a residence, any dwelling house, guest quarters, servants quarters, garage, or any other structure located on any lot) in the Subdivision, may be rented for a period of less than 180 consecutive days, and the lessee or lessees under any such rental must use the property as the lessee's residence, and must intend to occupy the property as their place of abode for the duration of the 180 consecutive days.

## Twin Shores

### **1. Part IV, Section 1 of the Declaration is amended to read as follows:**

1. LAND USE: No Lot, building site or tract shall be used except for residential purposes.... No business of any type, kind or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on in said residential area....

#### A. Leasing:

(1) Definitions. For purposes of this subsection, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. "Rent," rentals," or "renting" shall have the same meaning.

(2) Leases Approved. If the lease or leasing strictly complies with the following terms and conditions, the lease shall be deemed approved without further action by either the Owner or the Board:

(a) Written Lease. All leases for any Property must be in writing and shall provide that:

(i) such lease is specifically subject to the provisions of this Declaration and all other Governing Documents of the Association;

(ii) any failure of the Owner or tenant to comply with the terms of the Declaration and all other Governing Documents shall be deemed to be a default under such lease; and

(iii) the Owner acknowledges giving to the tenant copies of the Declaration and all other Governing Documents, as a part of the lease.

(b) Notice to Association. Within 10 days of a lease being signed, the Owner of the leased residence shall notify the Association of the lease, send a signed copy of the lease to the Association or its management company, and provide any additional information the Association or Board may reasonably require.

(c) Whole House. Any residence that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.

(d) One Family. It is expressly forbidden to rent or lease and occupy an Owner's Lot or residence to more than one Single-Family.

(e) Lease Term. The lease shall provide for a minimum initial term of at least six (6) months. The residence may not be subleased and the lease may not be assigned during the initial six month term.

(f) Termination. In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board. The Board may grant approval for such a new lease if it determines that the Owner acted in good faith with no intent to circumvent the requirements of this subsection and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.

(3) Leases Prohibited. Leasing of residences other than in strict conformity with Section 1.A. (2) hereof, including short-term or vacation rentals, is prohibited.

(4) Advertisements. No home or lot shall be advertised for lease for a period less than six (6) months. Further, no home or lot shall be advertised or listed on any short term or vacation rental website, media platform or database (e.g. Airbnb, VRBO, Flipkey, HomeAway, Hometogo, etc.).]

### Cat Hollow

Section 1. General Restriction. The Lots shall be used solely for private single family residential purposes and there shall not be construed or maintained thereon more than one single family residence with a 2-space covered parking facility. No Lot may be used as an apartment house, double house, flat, lodging house, hotel or for any business purpose. Anything contained in this Section to the contrary notwithstanding, an Owner may lease his Lot to a tenant for a term of a minimum of six (6) months.

## Exhibit "A"

### ENFORCEMENT POLICY

The following is the Enforcement and Fine Policy for Circle C Ranch Homeowners Association. If there is any conflict between the following policy and the requirements of the applicable laws of the State of Texas, then the applicable laws of the State of Texas shall control.

#### A. Remedies for Violations.

1. Remedies. This policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of the Association (collectively, a **Violation**). The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
  - a. suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;
  - b. record a notice of non-compliance in the County Official Public Records;
  - c. levy a damage assessment against an owner;
  - d. impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner;
  - e. assess a fine against the owner and the owner's lot; and
  - f. file a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action
2. Vicarious Liability. Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. Administrative Fee. The Association may charge an administrative fee of not more than \$100 per notice to defray the time and cost of processing violation notices.
4. Non-Exclusivity. These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity, impose a fine, and charge manager's or attorney's fees incurred incident to enforcement.
5. Curable and Uncurable Violations; Threats to Public Health or Safety. A violation is uncurable if it has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Examples of violations that are incurable include, without

limitation: shooting fireworks; an act constituting a threat to health or safety; a noise violation that is not ongoing; property damage, including the removal or alteration of landscape; and holding a garage sale or other event prohibited by the Declaration or other dedicatory instrument. Examples of violations that are curable include, without limitation: a parking violation; a maintenance violation; the failure to construct improvements or modifications in accordance with approved plans and specifications; and an ongoing noise violation, such as a barking dog. A threat to public health or safety means that the violation could materially affect the physical health or safety of an ordinary resident.

6. Imposition of Fines. The Board gives standing orders to the managing agent to apply this procedure and, if the violation is not timely cured, send the formal notice described in Section B.2 below. If the violation is not timely cured after the first notice, or if it is uncurable or poses a threat to public health or safety, the Board may impose fines according to the fine schedule set forth below. If the violation is not within one of the categories shown on the schedule, the Board will set the fine in its reasonable discretion. In setting the fine, the Board may consider all factors it deems relevant, including the nature of the violation, its frequency, and effect on neighboring owners and properties.
7. Repeat Violations. The fine for a repeat violation within 6 months will be higher than for the previous violation(s), as shown on the fine schedule, unless otherwise determined by the Board. With respect to uncurable violations, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.
8. Fine Period. As a general rule, fines for a discrete incident will be imposed on a per occurrence basis. Fines will be imposed on a daily, weekly, monthly or quarterly basis if the violation is of a continuous or ongoing nature.
9. Exceptions. The Board may depart from the foregoing guidelines (including the below fine schedule) and impose a fine at a greater or lesser rate, provided that the owner is notified in advance of the amount of the fine and given a reasonable opportunity to avoid it.

## **B. Enforcement Procedure**

The following outlines the general enforcement procedure for violations. Strict compliance is not necessary, as long as the Owner is given fair notice and all statutory conditions for enforcement have been met.

1. Courtesy Notice. Prior to the formal notice described in Section B.2 below, the Association may, but need not, mail a courtesy notice letter to the Owner involved that identifies the violation, requests that it be corrected within a specified time, and advises of the remedies the Association can impose if non-compliance continues.
2. Formal Notice. Before enforcing any remedies, the Association shall give the Owner written notice by verified mail or certified mail, return receipt requested, to Owner's last known address as shown in the Association's records, that:

- a. describes the violation and states the remedy to be imposed, including amount of fine (if any) and beginning date of the fine (if any);
- b. allows the Owner a reasonable time, by a specified date (which date may be shorter than the cure period allowed in the letter sent pursuant to step 1), to cure the violation and avoid imposition of the fine or other remedies; provided, however, this provision shall not apply and no cure period shall be given, if (i) the Owner was given certified mail notice and a reasonable opportunity to cure a similar violation within the preceding 6 months, or (ii) the violation is uncurable or poses a threat to public health or safety;
- c. states that not later than the 30th day after the date of the notice of violation, the Owner may request a hearing before the Board to contest the matter;
- d. advises that the request for hearing must be in writing and delivered to the Association;
- e. states the amount of the administrative fee due pursuant to Section A.3. and that such fee is payable if the Owner does not request a hearing or if the Board upholds the Violation following hearing;
- f. states that attorney's fees and costs will be charged if the violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing;
- g. includes a provision notifying owner of special rights/relief available to persons on active military duty, such as the following:

If you or your spouse is serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app Section 501 *et seq*).

3. Notice of Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing (to be not later than thirty (30) days after the date the Board received the owner's written request for a hearing) and give the owner at least ten (10) days' advance written notice (including transmission via email) of the date, time, and place of the hearing. At least ten (10) days before the hearing, the Association must provide to the owner all documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide this information at least ten days before the hearing, the owner is entitled to an automatic 15-day postponement.
4. Hearing. The Association's designated representative shall first present the Association's case. The owner or designated representative shall then present the owner's position, provided that the information presented by both sides shall be confined to issues relevant to the dispute or appeal. The Board may set a reasonable time limit for the hearing.

5. Notice of Action. The Association shall notify the owner of the fine or other remedy imposed within 30 days of its imposition; provided, however, if a hearing is requested pursuant to Section 2.c., the fine or other remedy shall not be imposed until after the hearing. This notice need not be sent by verified or certified mail.
6. Payment. Payment of the fine shall not substitute for, or be in lieu of, correcting the violation.
7. Exemptions. The foregoing procedures do not apply to the Association's exercise of remedies under Section 209.007(d) and (e) of the Texas Property Code, including, without limitation, filing a lawsuit seeking a temporary restraining order or temporary injunctive relief, or to the collection of regularly scheduled assessments and late fees.

**C. Fine Schedule.** Unless a different fine is set by the Board in the Formal Notice, fines are:

General Category of Violation	Fine for First Instance of Violation	Fine for each Additional instance of a similar violation occurring within 6 months of a prior similar violation
All curable violations other than construction of improvements or modifications without prior plan approval	\$100.00	\$200.00
A curable violation that involves construction of improvements or modifications without prior plan approval	\$1,000.00	\$2,000.00
All uncurable violations except for violations that are a threat to health or safety	\$250.00	\$500.00
Violations that are a threat to health or safety	\$500.00	\$1,000.00

Notwithstanding the foregoing, the Board may impose greater or lesser fines depending on the circumstances. Additionally, the Board may impose additional amounts on a daily, weekly, monthly or quarterly basis (in the Board's discretion) for any continuing or uncured curable violation that continues after the conclusion of a hearing, or if no hearing is requested, after the last day a hearing could have been requested by an owner.

**GUIDELINES FOR FRONT YARD MAINTENANCE**  
**Circle C Homeowners Association, Inc.**  
**May 1, 2013**

Per the Circle C HOA Conditions, Covenants and Restrictions, Article VI, MAINTENANCE, Section 1, a-k, all owners are responsible for the following:\*

- Removing all litter, trash, dead vegetation, refuse and waste
- Lawn mowing so lawn is no higher than 6”
- Tree and shrub pruning
- Watering landscaped areas
- Keeping exterior lighting in working order
- Keeping lawn and garden areas alive, free of weeds, and attractive
- Keeping driveways in good repair
- Repairing exterior damages to all improvements (home, garage, outside storage, etc.)
- Keeping right of way areas on the front and side streets of individual lots maintained

\*For full text, refer to the Covenants, Conditions and Restrictions of the Circle C Ranch Subdivision, Article VI, MAINTENANCE.

“Design Guidelines” shall mean and refer to standards, restrictions or specifications for Circle C Ranch that are published from time to time by the Architectural Control Committee. These guidelines shall establish standards for the construction, placement, location, alteration, **maintenance** or design of any improvements to the Property.

The following guidelines are set to assist the Circle C Homeowners Association and its members in maintaining their front yard property in an attractive manner, as required by the CCRs. The guidelines are legally non-binding; they are used to provide assistance to members of the CCHOA and enforcers of the CCRs suggestions and direction for front yard maintenance items.

ARTICLE VI. MAINTENANCE. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or rights of way incident thereto, and vacant land in a well-maintained, safe, clean and attractive condition at all times. Required maintenance includes, but is not limited to the following:

**a.) Removing all litter, trash, dead vegetation, refuse and waste**

Design Guidelines for litter, trash, dead vegetation, refuse and waste:

1. Obvious trash, garbage and debris, unused construction materials, brush, yard trimmings, discarded items, items that are broken or beyond repair
2. Pots that are empty, cracked, contain dead plants
3. tools or equipment when not in actual use
4. Boxes, cartons, pallets, bags, containers, and other items that appear to have been used for construction materials, landscape materials, automotive parts, equipment, tools, or household items
5. Buckets, cords, wires, ties, fasteners, and similar items
6. Children’s play items when not in use, such as balls, nets, skateboards, bicycles, and toys
7. All other items that make the front of the Lot appear unkempt, messy, ill-maintained, unattractive, or that otherwise materially detract from the appearance of the Lot

**b.) Lawn mowing on a regular basis (Maximum grass height for developed properties—6”)**

There are no Design Guidelines for lawn mowing

**c.) Tree and Shrub pruning**

Design Guidelines for Tree and Shrub pruning:

1. Shrubs against foundations shall be pruned to allow visibility of the first floor windows; The ideal is visibility of at least 2/3 of the front window surface.
2. Dead wood and branches in shrubs and trees should be removed.
3. Tree canopies should be lifted to a height that pedestrians can walk underneath. Tree branches located in the right of way of the lot shall adhere to City of Austin regulations.

**d.) Watering landscaped areas**

Design Guidelines for Watering Landscaped Areas:

1. All residents must follow the City of Austin Water Conservation Ordinance which specifies watering days and hours.
2. As long as the City of Austin allows outdoor watering as part of the Water Conservation Ordinance, owners are expected to supply water to their front yard landscape vegetation, and keep their landscapes in alive.
3. Owners wishing to convert their front yard landscapes to a Water Wise Front Yard Landscape Plan shall access the Design Guidelines for Front Yard Water Wise Landscapes and submit a plan to the Architectural Control Committee for approval prior to construction of their landscape project.

**e.) Keeping exterior lighting facilities in working order**

There are no Design Guidelines for keeping exterior lighting facilities in working order

**f.) Keeping lawn and garden areas alive, free of weeds, and attractive**

Design Guidelines for Keeping Lawn and Garden Areas Alive, Free of Weeds, and Attractive:

1. Each Circle C home had an original landscape plan that was approved by the Architectural Control Committee through the builder at the time of home construction. Substantial variations from the plan require a new approval from the Architectural Control Committee.
2. Areas that are required to be landscaped are front yards, side yards, and adjacent to building foundations. Yards that are missing turf, foundation shrubs, and required trees should replace such in order to be in compliance. Permanent turf is required. (DR)
3. Potted plants may not be used as foundation screening or utility box screening. (DR)
4. Foundations shrubs and utility box screening shrubs are required to be evergreen shrubs, planted no further than 36” on center and able to create a solid screen within one growing season. (DR)
4. Bare spots in turf should be replaced. Owners wishing to convert to a Water Wise Landscape for their front yard should access the Design Guidelines for Front Yard Water Wise Landscapes and submit a plan to the Architectural Control Committee for approval prior to construction.
5. Keeping front yards attractive is often a subjective standard. In order to comply with neighborhood standards front yards should appear neat, uncluttered and maintained. Owners are encouraged to move statuary, unused or excessive pots, and personal items to the back yard.
6. Owners with excessive numbers of pots, objects, and yard art that visually obstruct the permanent landscape and/or attempt to substitute for permanent landscaping shall be subject to plan submission and review by the Architectural Control Committee.
7. Front yard patios require a written approval from the Architectural Control Committee.
8. Signage should follow signage requirements of the CCRs; no signage should be nailed or otherwise attached to trees.

**g.) Keeping driveways in good repair**

The Design Guidelines for Driveways:

1. Driveways should be cleaned to remove mold, mildew, and excessive stains
2. Driveway joints should be properly maintained with wood strips that are not cracked, split or removed.

**h.) Complying with all government health and police requirements**

There are no Design Guidelines for government health and police requirements

**i.) Repair of exterior damages to improvements**

The Design Guidelines for repair of exterior damages to improvements:

1. Exteriors of all structures should be clean and free of mold and mildew.
2. Wood, and siding surfaces should be cleaned and painted to replace chipping, peeling and faded paint. A change of paint colors requires approval from the Architectural Control Committee.
3. Fence pickets should be in good condition, not warped, cracked or missing. If you are replacing your side and rear fence with the same fence, ACC approval is not required. If you back to a common area and your fence abuts a major boulevard, please check the fence guidelines and submit your proposed fence for review. Changes in type or height of fence requires written approval from the Architectural Control Committee.
4. Window screens must be in good condition and not warped, buckled, torn, or deteriorated. Replacement screens of a different color must be reviewed by the Architectural Control Committee.

**j. Inoperable Vehicles prohibited**

Vehicles that are not operable (such as with flat tires or on blocks) or that cannot be operated legally (such as with non-current registration) must be stored in the garage or offsite: they cannot be parked in the driveway or on the street.

## LEASE AMENDMENT

### Basic Terms

**Date:** June 20, 2024

**Landlord:** Circle C Homeowners Association, Inc.

**Landlord's Address:** 7817 La Crosse Ave  
Austin, Texas 78739

**Tenant:** Giles & Shea, Inc

**Tenant's Address:** 7817 La Crosse Avenue  
Austin, Texas 78739

**Premises:** CCHOA Community Center Building, 7817 La Crosse, Avenue;  
approximately 219 square feet

**Term (months):** 12 months

**Commencement Date:** August 1, 2024

**Termination Date:** July 31, 2025

**Base Rent (quarterly):** \$33.50 per square foot for the interior space of 219 square feet  
totaling \$1,834.11 quarter.

**Permitted Use:** Financial Office

**Tenant's Insurance:** Commercial General Liability of \$1,000,000 per occurrence,  
\$1,000,000 aggregate, \$500,000 property damage, and  
property/casualty coverage insurance on Tenant's equipment on or  
in the Premises at replacement cost.

### Definitions

“Essential Services” means natural gas, potable water, electricity, residential type trash, and sewage utility services reasonably necessary for occupancy of the Premises for the Permitted Use. “Essential Services” does not include telephone service or disposal of grease or other waste peculiar to a restaurant facility.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

### **Clauses and Covenants**

#### **A. Tenant agrees to—**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay quarterly, Aug 15, Nov 15, Feb 15 and May 15 the Base Rent to Landlord at Landlord’s Address.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective tenants.
7. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted, such Tenant maintenance to include interior cleaning, pest control, and air-conditioning filter and light bulb replacement.
8. Report to Landlord within 24 hours all major repair/maintenance problems, and

submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

9. Keep the area around the Premises and the Storage Space free of trash and debris at all times.
10. No storage of flammable or hazardous materials will be allowed in the Office Space. Cylinders of non-hazardous gases must be secured to prevent accidental rupture.
11. Vacate the Premises on the last day of the Term.
12. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

**B. Tenant agrees not to—**

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises without Landlord's written permission.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

**C. Landlord agrees to—**

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows and doors, and (d) replace the air-conditioning/heating system when needed.

**D. Landlord agrees not to—**

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Landlord and Tenant agree to the following:**

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

4. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the

Premises, until the default is cured, without being liable for damages.

7. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

8. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

9. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

10. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

11. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

12. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

13. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Printed name: Stephen Bega

Title: CCHOA President

Date: June 26, 2024

Giles & Shea, Inc.

By: \_\_\_\_\_

Printed Name: Terri Giles

Title: Giles & Shea, Inc. Owner

Date: June 27, 2024