

CCHOA Board Meeting Agenda
28 June 2023, 6:30pm
Circle C Community Center via zoom

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of May 31, 2023 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 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.
- 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. Storm Damage Update
 - b. 2023 Legislative Changes
 - c. The Board is considering amending the Bylaws
 - d. Code of Conduct
 - e. Short-Term Rental (STR)
 - f. Swimming Pools
- VII. Action Items
 - a. Swim Center Redesign proposal
 - b. CCN design proposal
 - c. CCN Project budget adjustment
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. May 2023 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 31, 2023**

1. The CCHOA Board of Directors convened on May 31, 2023, at the Community Center and via video conferencing (Zoom). Stephen Bega called the meeting to order at 6:32p.m. In attendance were board members Stephen Bega, David Lachance, Joanne Kinzer and Kimberly De La Garza. Trinh Bartlett via Zoom. Paul Oveisi and Mark Blanton were not present. CHOA Manager Karen Hibpshman (HOA Manager) and Brody McKinley (Aquatics Director) were present.
2. Stephen presented the May 31 26, 2023 agenda. Karen asked to add Brooke McGuire, Danielle Bouffard Morin and Anne Walker to the Homeowner Forum. Joanne motioned to accept the agenda with the changes. David seconded the motion. All were in favor and the motion passed.
3. Stephen presented the April 26, 2023 Board of Directors Meeting Minutes. Joanne added for a change on item #14 from “hoping” to “having”. Kimberly motioned to approve the minutes with the change. Joanne seconded the motion. All were in favor and the motion passed.
4. Stephen introduced the Homeowner Forum.
 - a. Jen Lee – spoke in favor of Sayor
 - b. Chris Pearce – spoke in favor of Sayor
 - c. Laura Iannelli – spoke in favor of Sayor
 - d. Kristi Shock – was not able to connect on ZOOM
 - e. Ashish Jain – spoke in favor of Sayor
 - f. Veronica Segura – addressed the board concerning Short Term Rentals in Circle C.
 - g. Brooke McGuire – spoke in favor of Sayor
 - h. Danielle Bouffard Morin – spoke in favor of Sayor
 - i. Anne Walker – addressed board concerning the hours of the Community Center Pool
5. Karen provided 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 was the Storm Damage Update. We have addressed all of the major streets, parks and areas where the trees were in danger of damaging resident’s property from the common areas. A final list was done earlier this week and will be given to the arborist to take care of some final issues. We will continue to address tree issues when they are brought to us.

10. The second discussion item was the Newsletter options. The one proposal that we had is still out of the price range. We will start doing the electronic newsletter again and keep looping for addition options
11. The third discussion item was the Amending the Bylaws. This will need to have more discussion with the board.
12. The first action item was Swim at your own risk proposal. Stephen, Kimberly, Joanne and David all gave their opinions prior to any motions. Kimberly motioned that GreyRock and Avana be changed to Swim at your own risk from 6am-9pm. Stephen, Kimberly, Joanne & David voted no. Trinh call dropped on ZOOM. The motion failed 4-0.
13. Trinh left the meeting at 8:22pm.
14. The second action item was Financial Office Lease. Kimberly motioned to accept the Financial Office Lease. David seconded the motion. All were in favor and the motion passed.
15. The third action item was to adopted the updated Reserve Study. Kimberly motioned to adopted the updated Reserve Study. David seconded the motion. All were in favor and the motion passed.
16. Joanne motioned to adjourn the Public Meeting at 8:26 pm. David seconded the motion. All were in favor and the motion passed.
17. The Board went into executive session at 8:30pm to discuss a property issue. No votes or actions taken. The Board adjourned executive session at 8:46pm

**Circle C Homeowners Association
 Manager's Report
 May 29, 2023 – June 23, 2023**

**Violation Report
 May 29, 2023 – June 23, 2023**

	May 29, 2023 – June 23, 2023		May 23, 2022- June 24, 2022	
326 Violations			171	
Rubbish/Debris	75	23.01%	76	44.44%
Front Yard Maintenance	127	38.96%	57	33.33%
Architectural	11	3.37%	13	7.60%
Vehicle Storage	13	3.99%	2	1.17%
Repair of Exterior Damages	29	8.90%	8	4.68%
Exterior Lighting	11	3.37%	2	1.17%
Driveway	11	3.37%	0	0.0%
Fencing	3	0.92%	1	0.58%
Use Limitations	2	0.61%	3	1.75%
Recreational Equipment	30	9.20%	0	0.0%
Offensive Activities	0	0.0%	1	0.58%
Common Properties	0	0.0%	7	4.09%
Maintenance	14	4.29%	1	0.58%
Abutting Landscaping	0	0.00%		

326 Violations by Stage			171 Violations by Stage		
Stage 1/Cooperative Letters	274	84.66%	155	90.64%	
Stage 2 Letters	33	11.65%	14	8.18%	
Stage 3 Letters	10	31.28%	2	1.16%	
Stage O	2	0.61%	0	0.0%	

326 Violation Updates/Creates			171 Violation Updates/Creates		
Closed	124	38.03%	112	65.50%	
New	165	50.61%	49	28.65%	
Escalated	21	6.44%	9	5.26%	
Re-Opened	9	2.76%	1	0.58%	
Attorney			1	0.58%	

Administration

22 New Homeowner Packets mailed May 22nd – June 16th.

Financial

AP checks were signed on June 20th with Terri Giles

Upcoming Special Events

July 1st – 2nd assessment statements mailed

July 1st – 4th of July Parade – Swim Center Plaza

July 4th – 4th of July Holiday

HOA Office Closed, Pools open for Holiday hours

July 8th – Dive-In Movie – Luca

July 20th – CCN Town Hall

July 26th – Board Meeting

Aug 14th – Large Brush Collection – North of Slaughter Lane

Aug 21st – Large Bush Collection – South of Slaughter Lane

Aug 28th – Bulk Item Pick-up – North of Slaughter Lane

Sept 4th – Bulk Item Pick-up – South of Slaughter Lane

Project/Updates

- Storm Damages – will walk through that under “Discussion Items”
- There are still issues from the Verizon project that are still being repaired. Irrigation wiring is still an issue and not 100%.
- CCN – Boring company has started potholing to locate the utilities and gas lines. Contractor has been in touch daily with findings. Still having issues with Austin Water and Texas Gas marking their lines, new 811 requests have been submitted. I have reached out to Paige Ellis’s office for help.
- We have partnered with the City of Austin for a “Varsity Program” (55+) at the Community Center on Monday, Wednesday and Friday mornings. They are working on getting me a monthly calendar to publish on trips and events are being planned.
- The city will start the remaining part of the corridor project. I am continuing to work with the corridor folks and the shared Use Path project from Barstow to MoPac and the start date was delayed due to permitting issues. From the new plans, it appears that they will be pinching down the sidewalk around trees and also utility boxes. In locations where we need a sleeve under the sidewalk, we will provide the sleeves to ensure we are able to access the irrigation. The intersection at Escarpment/Slaughter, they are bidding out the project Oct 2023? Construction could start February 2024. They will be installing a pond in the southeast corner of Slaughter/Escarpment for this project and the entrance will be off of Slaughter Lane.
- Billing for the 1st semi-annual payment from Commercial HOA was sent for \$54,500.00. Payment has been received.

- The Rowell 1st semi-annual invoice was sent for \$55,897.12. Reminder email to Rowell manager for payment was sent again on 6.21.2023
- The Cove @ Circle C 1st semi-annual was sent for \$9,007.05. Payment has been received.
- City of Austin billing sent 6.23.23 for \$17,600.
- Received an email the USPS is no longer taking responsibility for any of the Cluster Box Units (CBU). This includes repair and replacement. For repairs, we will have to coordinate with the USPS for them to open the boxes, empty them of mail and once repairs are done, the USPS will resecure the mailboxes. The same will be for the replacement of any CBU's.
- 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**

2023 Capital Budget Projects include:

SC – Pool. Covers	Will order in August
SC – Lane Lines	Completed
SC – Lounge Chairs	Completed
SC – Benches/Tables	Waiting on updated quote
CC – Lounge Chairs	Completed
CC- Refinish Splash Pad Features \$4,500 from 2022 Budget	Completed
Splash Pad Surface/Bollard Repair	Completed
CC-Replace Rails/Repair Decking	Will be completed in June
SC – AC Replacement	Completed
CC – Replace Grinder Pumps	Completed
Node Clock Replacement	Started
Rock Work	Not Started
Plant Replacement	
Escarpment Project	Working on some alternatives that will be more affordable
CCN Improvement	They are currently potholing along Barstow to locate all the utilities and gas lines. Contractor is in touch daily

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

- Irrigation Infrastructure
- Signage
- Monuments
- Landscape Prep
- Expansion of CCCC pool
- Phase II

2023 CCHOA INCOME BUDGET

Category	Subcategory	2023 Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Totals	%
Homeowner Income	Homeowner Dues	\$4,470,000	\$29,483.04	\$1,168,979.37	\$670,704.38	\$122,908.45	\$244,432.75	\$1,992,075.24	45%
Homeowner Income	Resale Certificates	\$30,075	\$2,700.00	\$2,925.00	\$4,725.00	\$4,725.00	\$4,725.00	\$15,075.00	50%
Homeowner Income	Transfer Fees I0come	\$55,125	\$1,400.00	\$1,925.00	\$2,800.00	\$2,625.00	\$4,375.00	\$8,750.00	16%
Homeowner Income	Late Fees Collected	\$25,000	\$616.49	\$2,385.58	\$1,157.08	\$2,164.20	\$7,477.31	\$6,323.35	25%
Homeowner Income	Lien Admin Fees Income	\$420	\$14.00	\$276.00	\$327.46	\$276.00	\$138.00	\$893.46	213%
Homeowner Income	Filing Fee Income	\$1,680	\$56.00	\$241.54	\$280.00	\$340.97	\$120.03	\$918.51	55%
Homeowner Income	NSF Charges	\$50	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00	50%
Homeowner Income Total		\$4,582,350	\$34,269.53	\$1,176,732.49	\$679,993.92	\$133,064.62	\$261,268.09	\$2,024,060.56	44%
Architectural Review Incom	Architectural Review I0come	\$10,000	\$1,140.00	\$960.00	\$1,215.00	\$940.00	\$955.00	\$4,255.00	43%
Architectural Review I0come Total		\$10,000	\$1,140.00	\$960.00	\$1,215.00	\$940.00	\$955.00	\$4,255.00	43%
Rental Income	Office Rent	\$9,000	\$0.00	\$1,834.11	\$0.00	\$0.00	\$1,834.11	\$1,834.11	20%
Rental Income	Grill Rent	\$6,600	\$1,100.00	\$525.30	\$0.00	\$1,575.90	\$0.00	\$3,201.20	49%
Rental Income Total		\$15,600	\$1,100.00	\$2,359.41	\$0.00	\$1,575.90	\$1,834.11	\$5,035.31	32%
Aquatics Income	Pool Programs	\$60,000	\$2,112.00	\$3,180.00	\$2,815.00	\$2,247.00	\$10,728.50	\$10,354.00	17%
Aquatics Income	Pool Programs - Swim Team	\$136,500	\$15,390.00	\$15,233.00	\$14,132.50	\$15,636.50	\$18,144.11	\$60,392.00	44%
Aquatics Income	Facility Income	\$35,000	\$5,139.34	\$8,971.80	\$1,012.00	\$9,617.00	\$7,850.50	\$24,740.14	71%
Aquatics Income Total		\$231,500	\$22,641.34	\$27,384.80	\$17,959.50	\$27,500.50	\$36,723.11	\$95,486.14	41%
CCCC Income	CCCC Facility Rentals	\$50,000	\$7,300.00	\$6,207.50	\$9,020.00	\$4,413.75	\$11,243.50	\$26,941.25	54%
CCCC Income Total		\$50,000	\$7,300.00	\$6,207.50	\$9,020.00	\$4,413.75	\$11,243.50	\$26,941.25	54%
Landscape Reimbursements	Stratus Reimb	\$109,000	\$0.00	\$0.00	\$0.00	\$54,500.00	\$0.00	\$54,500.00	50%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$126,600	\$0.00	\$0.00	\$0.00	\$54,500.00	\$0.00	\$54,500.00	43%
Credit Card Rewards		\$0	\$0.00	\$0.00	\$7,500.00	\$2,000.00	\$0.00	\$9,500.00	#DIV/0!
Miscellaneous	Interest Income	\$15,000	\$5,421.11	\$12,182.71	\$7,360.93	\$12,462.50	\$8,698.79	\$37,427.25	250%
Miscellaneous	Sales Tax Discount	\$0	\$0.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.30	
Miscellaneous Total		\$15,000	\$5,421.41	\$12,182.71	\$14,860.93	\$14,462.50	\$8,698.79	\$46,927.55	313%
Cove @ CC Reimbursement	Cove @ Circle C HOA	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$9,007.05	\$0.00	0%
Rowell Reimbursement	The Rowell HOA	\$110,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Rimbursement Total		\$125,000	\$0.00	\$0.00	\$0.00	\$0.00	\$9,007.05	\$0.00	0%
Grand Total		\$5,156,050.00	\$71,872.28	\$1,225,826.91	\$723,049.35	\$236,457.27	\$329,729.65	\$2,257,205.81	44%

2023 CCHOA EXPENSE BUDGET

Category	Subcategory	2023 Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,510,634	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$503,553.00	33%
Commons Area Services	Contract Landscape SC	\$38,606	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$12,869.00	33%
Commons Area Services	Contract Landscape CCCC	\$38,606	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$12,869.00	33%
Commons Area Services	Contract Landscape AV	\$27,376	\$2,281.41	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$9,125.82	33%
Common Area Services	Contract Landscape GR	\$27,376	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$9,125.64	33%
Common Area Services	Common Area Holiday Lighti	\$53,116	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$140,000	\$6,708.00	\$19,749.20	\$11,773.26	\$12,324.19	\$10,185.84	\$50,554.65	36%
Commons Area Services	Landscape Water Utilities	\$255,000	\$7,269.44	\$6,474.85	\$5,096.10	\$6,736.68	\$7,303.89	\$25,577.07	10%
Commons Area Services	COA Water Utility Complianc	\$8,000	\$6,014.18	\$0.00	\$0.00	\$0.00	\$0.00	\$6,014.18	75%
Common Area Services	Landscape Electric Utilities	\$36,000	\$3,234.98	\$2,847.78	\$3,007.38	\$2,932.14	\$3,189.85	\$12,022.28	33%
Common Area Services	Tree Care	\$75,000	\$0.00	\$1,426.19	\$0.00	\$0.00	\$18,471.40	\$1,426.19	2%
Commons Area Services	Fence Repairs & Maint	\$8,000	\$0.00	\$0.00	\$196.10	\$0.00	\$0.00	\$196.10	2%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$476.30	\$421.53	\$3,241.63	\$0.00	\$0.00	\$4,139.46	34%

Common Area Services	Neighborhood Maint & Repa	\$24,000	\$60.56	\$716.50	\$10,772.05	\$3,358.97	\$0.00	\$14,908.08	62%
Common Area Services	Non Contract Landscape - S	\$20,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services Total		\$2,273,714	\$160,649.03	\$168,521.68	\$170,972.15	\$162,237.61	\$176,036.61	\$662,380.47	29%
Aquatics Facilities	Administrative	\$65,000	\$4,047.24	\$6,586.28	\$5,326.70	\$4,072.18	\$5,242.50	\$20,032.40	31%
Aquatics Facilities	Supplies - Pool	\$27,500	\$2,594.02	\$1,716.95	\$1,025.45	\$725.51	\$546.83	\$6,061.93	22%
Aquatics Facilities	Supplies - Chemicals	\$95,000	\$2,445.38	\$6,051.40	\$4,026.74	\$7,491.53	\$7,104.19	\$20,015.05	21%
Aquatics Facilities	Supplies & Fees - Swim Team	\$19,000	\$3,463.40	-\$407.38	\$911.25	\$1,959.53	\$1,023.28	\$5,926.80	31%
Aquatics Facilities	Maintenance - Pool	\$125,400	\$8,778.12	\$10,038.92	\$15,705.32	\$5,256.23	\$15,056.10	\$39,778.59	32%
Aquatics Facilities	Maintenance - Building	\$86,200	\$4,276.02	\$7,208.57	\$8,431.71	\$4,683.19	\$3,897.71	\$24,599.49	29%
Aquatics Facilities	Payroll - Staff	\$954,650	\$31,482.30	\$40,240.79	\$83,053.03	\$60,435.18	\$89,979.95	\$215,211.30	23%
Aquatics Facilities	Payroll - Programming Staff	\$49,950	\$77.86	\$401.31	\$1,388.39	\$1,900.26	\$3,243.34	\$3,767.82	8%
Aquatics Facilities	Payroll - Swim Team	\$144,600	\$7,751.24	\$8,283.88	\$14,134.96	\$9,659.53	\$9,902.59	\$39,829.61	28%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,951.17	\$2,180.04	\$2,048.06	\$2,267.57	\$2,100.09	\$8,446.84	28%
Aquatics Facilities	Avana _Utilities-Water	\$9,000	\$100.85	\$685.84	\$431.32	\$100.85	\$815.25	\$1,318.86	15%
Aquatics Facilities	GR- Utilities - Water	\$4,500	\$160.37	\$231.10	\$180.13	\$197.61	\$924.64	\$769.21	17%
Aquatics Facilities	SC-Utilities - Electric	\$33,000	\$1,891.51	\$1,948.76	\$2,089.23	\$1,620.51	\$2,162.59	\$7,550.01	23%
Aquatics Facilities	Avana - Utilities- Electric	\$16,000	\$643.00	\$469.85	\$818.17	\$645.68	\$873.64	\$2,576.70	16%
Aquatics Facilities	GR -Utilities-Electric	\$9,000	\$478.68	\$528.22	\$456.72	\$448.23	\$461.41	\$1,911.85	21%
Aquatics Facilities	Utilities - Natural Gas	\$52,000	\$5,493.65	\$8,921.80	-\$508.92	\$1,012.89	\$1,486.76	\$14,919.42	29%
Aquatics Facilities	SC-Utilities - Telephone/Inte	\$15,000	\$575.53	\$575.53	\$580.55	\$580.55	\$580.55	\$2,312.16	15%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$261.67	\$262.37	\$976.94	\$261.41	\$260.84	\$1,762.39	35%
Aquatics Facilities	GR- Telephone/Internet	\$5,000	\$282.08	\$269.02	\$973.58	\$258.06	\$257.49	\$1,782.74	36%
Aquatic Facilities Total		\$1,745,800	\$76,754.09	\$96,193.25	\$142,049.33	\$103,576.50	\$145,919.75	\$418,573.17	24%
Circle C Community Center	Utilities - Water	\$27,000	\$344.53	\$387.88	\$357.30	\$497.18	\$491.35	\$1,586.89	6%
Circle C Community Center	Utilities - Electric	\$26,000	\$1,581.99	\$984.20	\$1,688.36	\$1,426.23	\$1,502.96	\$5,680.78	22%
Circle C Community Center	Utilities - Telephone/Interne	\$9,000	\$676.63	\$676.64	\$685.00	\$685.00	\$685.00	\$2,723.27	30%
Circle C Community Ctr	Events Payroll	\$8,500	\$275.96	\$505.96	\$1,069.22	\$590.42	\$780.33	\$2,441.56	29%
Circle C Community Center	Maintenance - Building	\$61,500	\$1,628.51	\$3,779.56	\$2,235.40	\$2,269.60	\$2,080.79	\$9,913.07	16%
Circle C Community Ctr Total		\$132,000	\$4,507.62	\$6,334.24	\$6,035.28	\$5,468.43	\$5,540.43	\$22,345.57	17%
Maintenance Operations	Office Supplies	\$1,200	\$150.47	\$0.00	\$0.00	\$138.56	\$0.00	\$289.03	24%
Maintenance Operations	Employee Education	\$1,200	\$215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215.00	18%
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	\$1,400	\$0.00	\$110.64	\$38.94	\$0.00	\$273.69	\$149.58	11%
Maintenance Operations	Maintenance Payroll	\$225,000	\$15,897.88	\$15,897.88	\$23,846.82	\$15,897.88	\$15,897.88	\$71,540.46	32%
Maintenance Operations	Pool Tech	\$95,000	\$4,197.70	\$4,197.70	\$6,296.55	\$4,197.70	\$4,884.45	\$18,889.65	20%
Maintenance Operations	Payroll Taxes	\$20,000	\$1,784.58	\$952.05	\$1,916.60	\$1,276.73	\$1,286.27	\$5,929.96	30%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$5,000	\$556.56	\$1,488.02	\$20.00	\$96.14	\$86.57	\$2,160.72	43%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$352,900	\$22,802.19	\$22,646.29	\$32,118.91	\$21,607.01	\$22,428.86	\$99,174.40	28%
HOA Operations	Office Supplies	\$9,000	\$457.23	\$44.82	\$764.17	\$178.71	\$88.76	\$1,444.93	16%
HOA Operations	Equip & Maintenance	\$18,000	\$341.27	\$437.11	\$366.66	\$1,363.70	\$131.84	\$2,508.74	14%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$426.31	\$1,643.54	-\$3,805.69	\$4,580.88	\$173.50	\$2,845.04	36%
HOA Operations	Postage	\$20,000	\$2,993.37	\$2,136.36	\$572.51	\$858.45	\$410.55	\$6,560.69	33%
HOA Operations	Web Operations	\$3,000	\$69.79	\$1,071.11	\$305.30	\$193.81	\$38.40	\$1,640.01	55%
HOA Operations	Printing	\$5,000	\$2,400.03	\$144.38	\$0.00	\$0.00	\$0.00	\$2,544.41	51%
HOA Operations	HOA Meetings	\$5,000	\$2,988.31	\$127.92	\$445.48	\$127.92	\$297.47	\$3,689.63	74%
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	\$0.00	\$2,073.53	\$4,469.45	\$3,167.95	\$0.00	\$9,710.93	22%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$4,277.67	\$0.00	0%
HOA Operations	Reserve Study Update	\$5,500	\$2,675.00	\$0.00	\$0.00	\$2,675.00	\$0.00	\$5,350.00	97%
HOA Operations Total		\$125,500	\$13,070.76	\$7,678.77	\$3,117.88	\$13,865.87	\$5,418.19	\$37,733.28	30%
Financial Management	Management Services	\$115,000	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$37,105.20	32%
Financial Management	Resale Certificate	\$13,350	\$450.00	\$850.00	\$650.00	\$1,100.00	\$1,150.00	\$3,050.00	23%
Financial Management	Lien Filing Administrative Fee	\$4,500	\$840.00	\$1,400.00	\$104.00	\$156.00	\$104.00	\$2,500.00	56%

Financial Management	Bank Fees	\$40,000	\$2,982.49	\$2,178.25	\$12,103.42	\$9,155.60	\$3,645.01	\$26,419.76	66%
Financial Management	CPA/Audit	\$10,000	\$0.00	\$2,259.74	\$1,518.00	\$3,001.50	\$1,817.50	\$6,779.24	68%
Financial Management Total		\$182,850	\$13,548.79	\$15,964.29	\$23,651.72	\$22,689.40	\$15,992.81	\$75,854.20	41%
HOA Management	Management Payroll	\$225,000	\$15,996.89	\$16,973.64	\$23,647.71	\$15,883.14	\$15,506.64	\$72,501.38	32%
HOA Management	Management Payroll Taxes	\$20,000	\$1,826.68	\$1,073.12	\$1,986.53	\$1,322.96	\$1,317.75	\$6,209.29	31%
HOA Management	Mileage Reimbursement	\$6,000	\$351.74	\$454.57	\$677.04	\$577.06	\$527.80	\$2,060.41	34%
HOA Management	Insurance Stipend	\$60,000	\$4,729.33	\$3,722.77	\$3,219.49	\$3,722.77	\$3,722.77	\$15,394.36	26%
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
HOA Management Total		\$313,000	\$22,904.64	\$22,224.10	\$29,530.77	\$21,505.93	\$21,074.96	\$96,165.44	31%
Architectural Review Expenses	Architectural Review Expenses	\$8,000	\$969.00	\$816.00	\$1,032.75	\$799.00	\$811.75	\$3,616.75	45%
Architectural Review Expenses Total		\$7,500	\$969.00	\$816.00	\$1,032.75	\$799.00	\$811.75	\$3,616.75	48%
Legal Services	Legal Services	\$20,000	\$590.00	\$95.00	\$380.00	\$0.00	\$1,100.00	\$1,065.00	5%
Legal Services Total		\$20,000	\$590.00	\$95.00	\$380.00	\$0.00	\$1,100.00	\$1,065.00	5%
Taxes	Property	\$5,500	\$9,986.25	\$11.32	\$0.00	\$0.00	\$0.00	\$9,997.57	182%
Taxes	Income/Franchise Taxes	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Taxes Total		\$5,500	\$9,986.25	\$11.32	\$0.00	\$0.00	\$0.00	\$9,997.57	182%
Insurance	General, Property, Boiler & A	\$85,500	\$7,381.91	\$7,381.91	\$7,381.91	\$7,381.91	\$7,381.91	\$29,527.64	35%
Insurance	Auto	\$6,000	\$471.00	\$471.00	\$471.00	\$471.00	\$471.00	\$1,884.00	31%
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%
Insurance Total		\$119,500	\$7,852.91	\$7,852.91	\$7,852.91	\$7,852.91	\$7,852.91	\$31,411.64	26%
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	\$0.00	\$180.00	\$0.00	\$0.00	\$230.00	12%
Community Enhancement Total		\$3,000	\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$180.00	6%
Reserve Transfer		\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grand Total		\$5,281,264	\$333,635	\$348,338	\$416,922	\$359,603	\$402,176	\$1,458,497	28%

Expected Reserve Expenditures and Capital Improvement for 2023

YTD

SC Pool Covers	\$8,000	\$0.00
SC - Lane Lines	\$10,000	\$11,157.82
SC - Lounge Chairs	\$2,000	\$2,000.00
SC - Partial Replacement of Benches/Tables	\$12,000	\$0.00
CC - Lounge Chairs	\$2,500	\$2,323.88
CC - Refinish Splash Pad	\$4,500	\$3,586.82
Splash Pad Surface/Bollard Repair	\$6,000	\$6,775.12
CC - 2 Sewage Grinder Pumps	\$12,000	\$16,106.00
CC - Replace Rails/Repair Decking	\$4,000	\$0.00
SC - AC Replacement	\$12,000	\$10,691.40
Node Clock Replacement	\$75,000	\$78,093.75
Rock Work	\$25,000	\$0.00
Escarpment Project	\$500,000	\$0.00
CCN Improvement	\$200,000	\$0.00
Construction Repairs	\$50,000	\$167.20
Storm Damage	\$0	\$368,655.79
Avana Pool Leak Repair	\$0	\$13,800.00
Total	\$923,000	\$513,357.78

Total Capital Budget Projects	\$923,000.00	\$513,357.78
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Grand Total Expenses	\$6,204,264.00	
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**Circle C Landscape
Report to the Board
Jun-23**



Weather

General:	Beyond Hot
Rainfall Total:	1.5"
Temperature:	78-105 degrees
Major Events:	Heat Alert
Drought Status:	Abnormally Dry to Moderate Drought

Maintenance Services

Mowing:	Weekly Mowing Rotation
Bed Weeding	Ongoing in all areas
Trimming:	All areas scheduled
	Circle C North Complete
	Avana underway
Wildflower Areas:	Cleanup underway all areas, wildflowers have seeded out
Fertilization:	Underway

Treatments

Weed spraying, nut sedge treatment
Fire Ant mound treatment

Outlying Areas

Filter Pond, CCCC	weedeated, trash removed
Outlying mail centers	cleaned and weed-eated
Outlying Greenbelts and Karst Features	Scheduled
Circle C Park Mowing	is scheduled
Barstow Park Major Clean up	complete

Irrigation All irrigation is on
Irrigation is set to water according to City of Austin regulations
Standard Repairs and irrigation inspections ongoing
Hand watering as necessary underway
Double check cleaning underway

Trees
Trees trimmed to clear bike lanes and behind sidewalks
Spruce Canyon Complete
LaCrosse from Escarpment to Spruce Canyon
Underway
Escarpment south to SH 45
Scheduled
Hand Watering with mychorryzhea to trees underway

Construction
Google Fiber at Escarpment between dam and Slaughter
Repairs made

Escarpment at Fire Station
Wire tracking for wires cut by Verizon
Not resolved
Slaughter at Beckett
No water to first median east of Beckett due to construction

LaCrosse Mopac West
No water to median due to construction
Renovation of front area needed

LaCrosse MoPac East
Renovation of front area needed
Irrigation repair needed

Circle C Aquatics

May-23

Spring Operations

Facility Usage	Swim Center		Community Center		Avaña		Greyrock		Total	
	May-23	YTD	May-23	YTD	May-23	YTD	May-23	YTD	May-23	YTD
Resident Entries	7,914	16,314	667	667	883	883	283	283	9,747	18,147
Unique Residents	1,820	2,591	572	572	644	644	209	209	2,792	3,392
Unique Households	724	1,017	196	196	220	220	71	71	1,025	1,256
Guest Entries	396	862	73	73	36	36	23	23	528	994
Other Entries	3,279	7,159	0	0	0	0	0	0	3,279	7,159
Average Hourly Count	121		157		59		36			
Average % of Capacity	13%		43%		14%		8%			
Max Hourly Count	33		78		22		12			
Total Entries	11,589	24,335	740	740	919	919	306	306	13,554	26,300

Incidents	Swim Center		Community Center		Avaña		Greyrock		Total	
	May-23	YTD	May-23	YTD	May-23	YTD	May-23	YTD	May-23	YTD
Water Rescues	2	3	2	2	0	0	0	0	4	5
First Aid Responses	8	17	6	6	0	0	0	0	14	23
Sudden Illness Treatments	1	1	1	1	0	0	0	0	2	2
Patron Behavior Incidents	1	1	0	0	0	0	1	1	2	2
Biohazard Cleanups	3	3	3	3	0	0	0	0	6	6
Suspensions/Expulsions	0	0	0	0	0	0	0	0	0	0
EMS/911 Callouts	0	0	0	0	0	0	0	0	0	0
Total Incidents	12	22	9	9	0	0	1	1	22	32
Incident per Entry Ratio	0.10%	0.09%	1.22%	1.22%	0.00%	0.00%	0.33%	0.33%	0.16%	0.12%

Revenue	May-23	YTD
Aquatics Programs	\$ 10,728.50	\$ 20,652.00
Swim Team	\$ 18,144.11	\$ 78,498.11
Guest Fees	\$ 961.00	\$ 1,544.00
Area Reservations	\$ -	\$ -
Facility Rentals	\$ 3,437.50	\$ 3,437.50
Lane Rentals	\$ 1,779.00	\$ 23,943.00
Other Facility Income	\$ 1,673.00	\$ 3,662.14
Total Aquatics Revenue	\$ 36,723.11	\$ 131,736.75

Programs	May-23
Select Swim Team	81
Masters Swimming	14
Group Swim Lessons	19
Private Swim Lessons	130
Water Aerobics	17
Certification Courses	3
WSI Course	1
Total Participants	265

Reservations & Rentals	May-23	YTD
Area Reservations	0	0
Facility Rentals	5	5
Lap Lane Reservations	716	716
Total Reservations	0	721

Aquatics Staffing	May-23
Lifeguards/Head Guards	110
Front Desk Staff	20
Instructors/Coaches	12
Total Staff	142

Resident Stats	Individuals	Households	Members / Household
Homeowners	14,874	5,404	2.75
Renters	714	200	3.57
New Memberships	164	82	
Totals	15,588	5,604	2.78

Circle C HOA
Maintenance Report for Board June 2023
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance have been completed
- Minor Equipment and Facility Repairs Made
- We have secured the As-Built drawings of the Swim Center in preparation for the blueprint drawings for renovations

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Replaced Chiller in Water Fountain

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.
- We are having issues with plaster popping loose on pool (See separate report)

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Removed minor graffiti throughout the neighborhood.

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

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Community Center Pool Plaster Issues

On Saturday June 3, I received a text from the head guard at the Community Center Pool letting me know that a section of the plaster had popped up from the bottom. They were able to secure the sight until we could take a look at it on Monday. I contacted Atlantis, who replastered the pool last year, to let them know of the issue. They said they could come out on Tuesday to look at the problem.

Upon my examination on Monday, it appeared that the problem stemmed from a failure in the bond coat. The bond coat is the coating that goes on before the plaster that helps the plaster to bond to the existing surface.

Dennis Watson, one of the owners of Atlantis, came out on Tuesday to assess the issue with the plaster and he believes that it was failure in the plaster bonding to the existing surface. He said that it happens and I know that it does. He stated that the only fix is to drain the pool and patch that spot. With summer just starting Karen, Brody, and I talked and we decided that we did not really want to shut the pool down for 2 weeks for the spot to be fixed and I asked Dennis if it would be a problem to not do a permanent fix until after season. He said there would not be additional damage caused by not getting it fixed now. I asked him if we could remove the plaster that was loose and epoxy putty the edges so that we could open that area of the pool. He agreed that this would be a good temporary solution.

Karen and I sat down with Dennis and he agreed that Atlantis would patch this at no charge even though we were past the 1 year warranty period. CCHOA would still be responsible for draining, refilling, and chemical balancing.

On Tuesday, June 13, our maintenance crew dove and removed the loose plaster and puttied the edges to smooth the surface. The temporary repair went well.

On Saturday June 17, I got a text from Brody that plaster had popped up in another section of the pool. I contacted Dennis from Atlantis and he said they could repair that at the same time as the other one. I asked him if we could do the same temporary repair we did to the last one and he said yes.

On Tuesday June 20 we did the same temporary repair we did to the first one and noticed there were a couple of other locations that appeared to have bubbled up but not cracked yet. We decided to move forward on a repair as needed basis until the end of the season. We would repair only if a spot popped loose.

It is really difficult to tell the full extent of the issues we are having until the pool is drained. Atlantis can better assess that when the pool is drained after season.

There is a really good chance that the HOA will have some liability in the repairs if the issues are extensive.

May 30, 2023

POA LEGISLATIVE UPDATE, 2023 TEXAS LEGISLATIVE SESSION

Dear Association Managers and Clients,

The 2023 Texas legislative session is over. Three major POA bills passed the legislature, all of which will shortly become law unless the governor vetoes any of them during the veto period (which lasts through June). A veto is highly unlikely.

Bills passing this session will require a number of action items for HOAs and condominium associations. A summary of action items is listed on the last page, with more detail described below.

Niemann & Heyer LLP will be happy to help you implement these action items. **Order forms for HOAs and for Condominium Associations are attached.**

Good news: No new laws mandating that all owners can have chickens (no chicken laws passed!) There were MANY onerous bills that **Texas Community Association Advocates**, <https://txcaa.org/>, a volunteer state-wide lobby association for POAs and their members, of which **Connie Heyer** is a founder and long-time board member, was highly successful on in its attempts to defeat legislation that would have been harmful to POAs and their members. TCAA and its board also accomplished much in terms of passing legislation to fix problems from last session (like front yard fencing and ACC membership.)

HB 614 HOA Fines

This bill is n/a to condominiums; it is only applicable to HOAs. No later than **January 1, 2024**, all HOAs must have a fining policy filed of record in order to levy a fine. The policy must include:

- 1) the general categories of restrictive covenants for which fines may levy,
- 2) a schedule of fines for each category of violation, and
- 3) information about the owners' right of hearing to contest fines.

This recorded policy must be posted on the HOA's website, or annually sent to each owner.

Action item: Before January 1, 2024, any HOA wishing to preserve its ability to fine will need to have a new fine policy filed of record that satisfies all statutory requirements.

HB 886
HOA Lien Filing

This bill is n/a to condominiums; it is only applicable to HOAs. This bill requires additional notices to be sent to homeowners before a lien can be filed by the HOA.

Under current law there is a mandatory notice, certified mail, under Property Code 209.0064. This is the mandatory 45-day notice sent by the management company, that must contain a fully-itemized accounting of all amounts due (it should contain a full copy of the owner's ledger dating back to the last zero balance). This notice also notifies owners of the option for a payment plan, along with other required language.

What is new? The new law, effective **September 1, 2023**, requires additional notices.

- 1) The "first notice" must be sent via first class mail to the owner's address in HOA records, or via email to an email address the owner has provided the HOA. The first notice has no particular requirements other than to notify the owner of the delinquency.
- 2) The "second notice" must be sent at least 30 days after the first notice. The "second notice" in our firms' opinion may be combined with the 209.0064 letter (the 209.0064 letter may in our opinion serve as the second notice). This letter must be sent certified mail, return receipt requested.

Action item: For any collection that will be undertaken after 9-1-23 you will need to be able to prove that you sent TWO notices. Send both notices, and provide copies of both notices to your HOA collections attorney:

(Notice #1) email or first class mail an initial late/delinquency notice. Keep a copy of the notice - -your HOA's collection attorney will need a copy, and

(Notice #2) make sure that at least 30 days pass after notice (1), and then send the 209.0064 letter you already send (including with a full copy of the itemized ledger – dating back at least to the last zero balance) via certified mail, return receipt requested. Keep a copy of this notice – your HOA's collection attorney will need a copy.

SB 1668
HOA and Condominium Omnibus Bill

This bill makes a LOT of changes to both HOA and condominium law. All provisions take effect September 1, 2023.

Changes applicable to HOAs only:

ACC membership: Last session a bill passed that prohibited any board members from serving on the ACC if the HOA has more than 40 lots. That has now changed under certain conditions.

All HOAs with more than 40 lots must effective 9-1-23 perform an ACC candidate solicitation, in the exact same manner as HOAs now perform a board candidate solicitation. HOAs with more than 40 lots must solicit ACC candidates by either mailing a solicitation to all owners, OR *both* emailing a solicitation to each owner for whom the HOA has an address and posting notice on the HOA website or in the common area.

If after sending this notice HOAs with more than 40 lots still do not have enough interested non-board member candidates to serve on the ACC, the association can appoint board members to the ACC.

Action item: HOAs with more than 40 lots must send ACC candidate solicitations in the same manner that HOAs with more than 100 lots now sent board candidate solicitations (email to all owners for whom the HOA has an email address, and website posting or common area posting). Solicitations must contain a deadline (at least 10 days from the date notice is sent) and method for owners to indicate interest in an ACC position. If (and only if) HOAs don't get enough interested candidates by the deadline, then board members can serve on the ACC.

Changes applicable to condominiums only:

Condo records posted online: For any condo with more than 60 units, OR any condo of any size managed by a management company, all association dedicatory instruments must be posted on an internet website maintained by the HOA or its management company and accessible to HOA members (this mirrors current HOA law.)

Action item: no later than 9-1-23, each professionally-managed condo association of any size, and each self-managed condo association with more than 60 units, must have all of its dedicatory instruments posted on a website/portal accessible to its members.

Condo management certificates: All condo management certificates now must reference not only the declaration information but information for all amendments to it, the phone number and email address of the management company, the website address where the dedicatory instruments are posted, and all transfer fees. These certificates must be filed both with the county clerk, and with TREC. (This also mirrors current HOA law.).

Action item: no later than 9-1-23, file a new management certificate with the county and with TREC, listing all declaration amendments, the management company email, the condo association's website address, and all transfer fees for the association (not just working capital-type transfer fees paid to the HOA, but also including fees charged by the management company associated with transfer.)

[Note, if the condo has a management certificate of record currently, no filing with TREC must be done until 3-1-24. However TREC filling is recommended to be done in conjunction with the required updated filing with the county clerk – deadline 9-1-23.]

Condo resale certificate fee cap: Like with HOAs, resale certificate fees for condominiums, effective 9-1-23, are capped at \$375.

Action item: Make sure that effective 9-1-23, condominium owners are not charged more than \$375 for a resale certificate.

Changes applicable to both HOAs and condominiums:

Fencing: Good news on this front! HOAs and condos do not have to make blanket exceptions in order to allow front – yard fencing (this is generally only applicable to condos if the condo owner owns the front yard). Associations may prohibit fencing that obstructs any license area (for example, an area to which the HOA has a landscape license), drainage easement/drainage area (usually identified on a plat), or sidewalk. HOA restrictions may also wholly prohibit front-yard fencing, except in cases (like for judges or other public figures) where an owner’s address is exempt from public disclosure, or law enforcement has confirmed a need for enhanced security measures for this particular owner.

Action item: If you wish to disallow front yard fencing, and front yard fencing is not expressly disallowed under your documents, your association documents should be amended to prohibit front-yard fencing. When reviewing ACC applications for fencing, be mindful of drainage easements and other similar areas and know that fencing does not have to be allowed in these areas. All associations should consult their HOA attorney for amendments and easement questions.

Summary of action items:

For HOAs:

- 1) FINES. Before January 1, 2024, any HOA wishing to preserve its ability to fine will need to have a new fine policy filed of record that satisfies all statutory requirements.
- 2) COLLECTIONS. For any collection that will be undertaken after 9-1-23 you will need to be able to prove that you sent TWO notices. Send both notices, and provide copies of both notices to your HOA collections attorney:

(Notice #1) email or first class mail an initial late/delinquency notice. Keep a copy of the notice - your HOA's collection attorney will need a copy, and

(Notice #2) make sure that at least 30 days pass after notice (1), and then send the 209.0064 letter you already send (including with a full copy of the itemized ledger – dating back at least to the last zero balance) via certified mail, return receipt requested. Keep a copy of this notice – your HOA's collection attorney will need a copy.

- 3) ACC MEMBERS. HOAs with more than 40 lots must send ACC candidate solicitations in the same manner that HOAs with more than 100 lots now sent board candidate solicitations (email to all owners for whom the HOA has an email address, and website posting or common area posting). Solicitations must contain a deadline (at least 10 days from the date notice is sent) and method for owners to indicate interest in an ACC position. If (and only if) HOAs don't get enough interested candidates by the deadline, then board members can serve on the ACC.
- 4) FRONT YARD FENCING. If you wish to disallow front yard fencing, and front yard fencing is not expressly disallowed under your documents, your association documents should be amended to prohibit front-yard fencing. When reviewing ACC applications for fencing, be mindful of drainage easements and other similar areas and know that fencing does not have to be allowed in these areas. All associations should consult their HOA attorney for amendments and easement questions.

For Condominiums:

- 1) no later than 9-1-23, each professionally-managed condo association of any size, and each self-managed condo association with more than 60 units, must have all of its dedicatory instruments posted on a website/portal accessible to its members.
- 2) no later than 9-1-23, file a new management certificate with the county and with TREC, listing all declaration amendments, the management company email, the condo association's website address, and all transfer fees for the association (not just working

capital-type transfer fees paid to the HOA, but also including fees charged by the management company associated with transfer.)

- 3) Make sure that effective 9-1-23, condominium owners are not charged more than \$375 for a resale certificate.

~~FOURTH~~ THIRD AMENDED BYLAWS
OF
CIRCLE C HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Circle C Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located in Travis County, Texas at a location established by the Board of Directors. Meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to Circle C Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Travis County, Texas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held within the first quarter of the year. The place, date, and time of meeting shall be established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to one-tenth (1/10) of all of the eligible votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by United States mail or by electronic delivery (email). Notice must be sent mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, and shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If the notice is mailed, it must be sent postage prepaid, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. IF the notice is sent by electronic delivery, it must be sent to the email address supplied by such member to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the eligible votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies Voting Methods. At all meetings of members, each member may vote in person or by proxy. The Board may in its discretion implement any other voting method allowed by law, such as voting by mail or electronic means. All proxies shall be in writing and filed with the secretary or other designated Association agent. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. The Board shall promulgate the form of all proxies and ballots, and no other form shall be valid.

Section 6. Conduct of Members' Meeting. All meetings of the Association will be conducted under the current edition of Robert's Rules of Order.

Section 7. Vote Taken Without a Meeting. An election or vote may be held without a meeting using any method of voting that the Board in its discretion shall determine: provided, that notice of such election/vote and the instructions on how to cast a vote must be given not later than the 20th day before the latest date on which a ballot may be submitted, returned, or cast.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a board of seven (7) directors, each of whom shall be a member of the Association.

Section 2. Term of Office. A director's term of office shall be three years. Every third year, three terms shall expire; in the other two years, two terms shall expire. At the time of adoption of this Fourth Amendment to Bylaws, two terms will expire in 2024, three terms will expire in 2025, and two terms will expire in 2026. ~~At the March 2004 annual meeting the members shall elect one director for a term of three years to fill the place that is presently held and would ordinarily be up for election. The members shall also elect two directors for terms of three years each, one director for a term of two years, and one director for a term of one year. At the 2005 annual meeting the members shall elect one director for a term of three years to fill the place that is held at the time of the March 2004 annual meeting and would ordinarily be up for election in 2005. The members shall also elect a director for a term of three years for the position elected in 2004 for a term of one year. At the 2006 annual meeting the members shall elect a director for a term of three years to fill the place held at the time of the March 2004 annual meeting and would ordinarily be up for election in 2006. The members shall also elect a director for a term of three years for the position elected in 2004 for a term of two years. Beginning in 2007 and every third year thereafter, the members shall elect three directors for terms of three years each. Beginning in 2008 and every third years thereafter, the members shall elect two directors for terms of three years each. Beginning in 2009 and every third years thereafter, the members shall elect two directors for a term of three years each.~~

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association voting at a meeting at which a quorum is present. In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Action taken without a meeting shall be appropriately documented and included with minutes of meetings of the Board of Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors can be made by any member of the association. In order for a nominee's name to be included in any official ballot, that nominee must 1) be an association member in good standing, 2) obtain signatures of association members representing at least twenty (20) lots in good standing in the association or receive a recommendation from the Nominating Committee and 3) have completed a Candidate Questionnaire composed by a Nominating Committee appointed by the Board. No candidate meeting these requirements will be removed from the ballot unless they so choose. Nominations can also be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written and/or electronic ballot. Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by a majority of directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Alternative Forms of Meetings. The Board of Directors may meet via alternative forms as authorized by Texas Business Organizations Code section 6.002, as the same may be amended from time to time.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An officer may also resign at a meeting of the Board of Directors by giving verbal notice, and such resignation shall be effective immediately, unless the officer and directors agree at the meeting to a later effective date.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for

inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

The Association may maintain an email list for the purpose of communicating with its members. The contents of this list shall be confidential, shall not be filed among the records of the Association, and shall not be disclosed to any member and/or third party unless required by Court order. The email list will be used for official Association communications only.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum or the maximum legal rate, whichever is lesser, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that if there is a valid FHA or VA Letter of Approval in effect, the Federal Housing Administration or the Veterans Administration, as applicable, shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control: and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Throughout these Bylaws, words importing the masculine gender shall be read as also importing the feminine gender.

CERTIFICATION

~~_____ I, the undersigned, do hereby certify:~~

~~_____ THAT I am the duly elected and acting secretary of the Circle C Homeowners Association, a Texas corporation, and,~~

~~_____ THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of March, 1988 and as later amended by a majority vote of members eligible to vote who attended the Special Meeting of the Members held in January 2004 and the annual meeting of the members held in March 2005; further amended by a majority vote of members eligible to vote who attended the Annual Meeting held in March 2007; further amended by a majority vote of members eligible to vote who attended the Annual Meeting held in March 2009.~~

~~_____ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 3rd day of May 2005.~~

~~_____ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of May 2007.~~

~~_____ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of May 2009.~~

Secretary, CCHOA

Exhibit "A"

CODE OF CONDUCT

For the benefit of all residents, and in the interest of allowing residents to both express their opinions and peaceably enjoy their property and common areas, the Board of Directors has adopted this Code of Conduct as an Association rule.

This Code of Conduct provides that Association officers and directors, owners, residents, and guests must conduct themselves in a civil, non-intimidating, and non-threatening manner when dealing with the Association's agents (including without limitation its officers, directors, committee members, manager and other management company agents, employees, contractors, independent contractor service providers, and other agents), as well as other owners, residents, and guests. No person has the right to abuse, disturb, or unreasonably annoy another, nor does any person have a duty to tolerate abuse or unreasonable annoyance or disturbance.

1. Prohibited conduct. The following conduct is expressly prohibited between or among any of the above-described parties:
 - a. photographing, recording, or video-taping residents, guests, or agents of the Association without their express consent¹;
 - b. verbal abuse, including yelling, name-calling, or similar;
 - c. insults, derogatory name-calling, or demeaning comments;
 - d. cursing or profanity;
 - e. use of slurs of a nature that is racial, ethnic, religious, sexual orientation-related, or gender-related;
 - f. behavior that a person of ordinary sensibilities would find intimidating, aggressive or threatening;
 - g. hostile or unwanted touching, physical contact, or threats of physical contact;
 - h. sexual harassment or lewd behavior;
 - i. sexually suggestive language or other language that is likely to be offensive to a person of ordinary sensibilities;
 - j. posting any item, including correspondence, on the doors of any other resident or anywhere in the community without express written permission from the Board, and placing any item in the area of the door(s) of any other resident or anywhere else in the community other than in a resident's own property;
 - k. correspondence, whether oral, written, or electronic, that is deemed in the Board's or manager's sole discretion to be harassing or intimidating (the Board and/or manager may without limitation consider the tone, time, and frequency of correspondence, and whether previous reply has been given to similar correspondence, in determining whether correspondence is harassing or intimidating);
 - l. publicly posting in any forum (by way of example and not limitation, via internet, text, mail, paper flyer) any comment, statement or remark about an Association employee, officer, director or representative that is or may reasonably be considered to be defamatory, threatening, harassing, or intimidating;
 - m. calling, texting, or otherwise corresponding with another resident or a director, manager, or other agent of the Association after being instructed not to do so;
 - n. asking Association or management personnel to perform personal errands;
 - o. creating a fire hazard of any sort anywhere in the condominiums;
 - p. making loud noises or other engaging in other activity that unreasonably interferes with a resident's peaceful enjoyment of the community or is a nuisance;
 - q. entering another owner's Unit or that Unit's Limited Common Elements without the Unit owner's permission;
 - r. depositing trash, clutter, debris, or other objects on another resident's property, on the Common Elements, or anywhere other than designated receptacles;
 - s. placing any items on any of the General or Limited Common Elements, except as expressly authorized by the Declaration, the Rules, or the Board of Directors;
 - t. obstructing free passage along sidewalks and doorways, either in person or by use of an object;

¹ This is not applicable to monitoring equipment installed or maintained by the Association in or around common areas or to other monitoring equipment approved with written consent of the Board.

- u. directly addressing contractors or persons who are performing work around the condominium in a way that the person finds to be intrusive, interfering, harassing, or threatening. Without limitation, owners may not direct or attempt to direct association's contractors actions in any way. Any questions or concerns regarding the work of association service providers must be directed to management unless an owner is expressly directed to communication in an alternate manner;
 - v. interrupting utility service to any part of the condominium without prior written approval of the board or management;
 - w. causing damage to any common elements, other units, or the personal property of others that is located on the condominium property;
 - x. displaying in any manner weapons such as knives, guns, brass knuckles, or other similar items, regardless of whether the display is intended as threatening. All such items may be transported to the owners' unit to and from the owner's car as reasonably necessary but at all times in a case or other enclosed carrier.
 - y. reporting an alleged violation of a building, health or safety code when no such violation exists or is substantiated by the code enforcement body.
2. Requests to leave. Any resident, guest, director or officer who is requested by the Board or managing agent to leave the manager's office or an Association facility or meeting shall do so immediately.
 3. Communication with the Association Manager or Board. The Board or manager may require, in their sole discretion and upon notice to a resident, that all non-emergency communication (emergency being immediate threat to persons or property) from the resident or owner be in writing and/or in a particular form (such as, without limitation, mail or email).

Further, the Association may, upon notice to a resident or owner, direct the resident or owner to discontinue all non-emergency communications, and may decline to reply to communications except as required by law. The Board may require all communications to be through the management representative or other Association agent only (may prohibit direct communication with directors or officers). For any situation involving immediate threat of physical harm to persons, 911 should be contacted.

When there are multiple owners of a property, the Board may select one of the owners as the contact person for all communications. Following notice to the owners that one has been chosen as the contact person, that contact person is the only one that will be deemed authorized to communicate with the Association.

4. Communication from tenants. All communications related to Association matters should come from owners rather than their tenants. The Board or manager, in their sole discretion, may decline to reply to communications from tenants.
5. Association employees/contractors. Residents may not instruct, direct, or supervise the Association's or manager's employees, agents, or contractors unless otherwise directed to do so in writing by the Board. Residents and guests may not harass or interfere with the performance of any duties being performed by the Association's or manager's employees, agents, or contractors.
6. Owner Responsibility. Owners are responsible, and can be fined, for all violations committed by residents of their unit, their guests and invitees, as well as their tenant's and their tenant's guests and invitees.
7. Fines/enforcement action. Notwithstanding any other language to the contrary in other Rules, a fine in the amount of \$100/violation shall apply to each violation of this Code of Conduct, unless the Board of Directors determines otherwise². If an Owner has been cited for a violation of this Code of Conduct in the preceding six months, the fine shall increase to \$150/violation. In addition, the Association may invoke any other remedy allowed by its **Enforcement Policy**.

² The board may in its discretion pass a resolution setting fines for any specific violation case-by-case, at a higher or lower amount, as it believes appropriate.



Client-Focused + Responsible Design

hatch + ulland owen architects
1010 East 11th Street
Austin, Texas 78702
T: 512.474.8548

23 June 2023

Karen Hibpshman
Circle C Ranch HOA
7817 La Crosse Avenue
Austin, TX 78739
info@circlecranch.info

Re: A/E Proposal for Professional Design Services including Architecture and Consulting Engineering (Structural and Mechanical, Electrical & Plumbing [MEP]) for the minor renovations to restrooms at an existing Swim Center in Austin, Texas

Karen Hibpshman:

Thank you for considering hatch + ulland owen architects. We are excited about the possibility of assisting you and your team with the minor renovations to the existing restrooms at the original Swim Center at Circle C Ranch in Austin, Texas.

We appreciate this opportunity to present our proposal for professional design services including architecture and consulting engineering (Structural and MEP Engineering only, no civil engineering or landscape architecture). This letter sets forth some basic terms that will become the basis for a contract for these services. It also gives you some information about our typical process and services for designing and documenting an amenity center project of this magnitude, and typical fee arrangements for those services.

GENERAL PROVISIONS

The Parties

h+uo architects, LLP
dba hatch + ulland owen architects (h+uo)
Randall Owen, AIA + LEED AP (Architect's Representative)
1010 East 11th Street
Austin, Texas 78702
T: 512.474.8548
M: 512.762.1164
E: randallowen@huoarchitects.com

The Architect's Representative identified above is authorized to act on the Architect's behalf with respect to the Project.

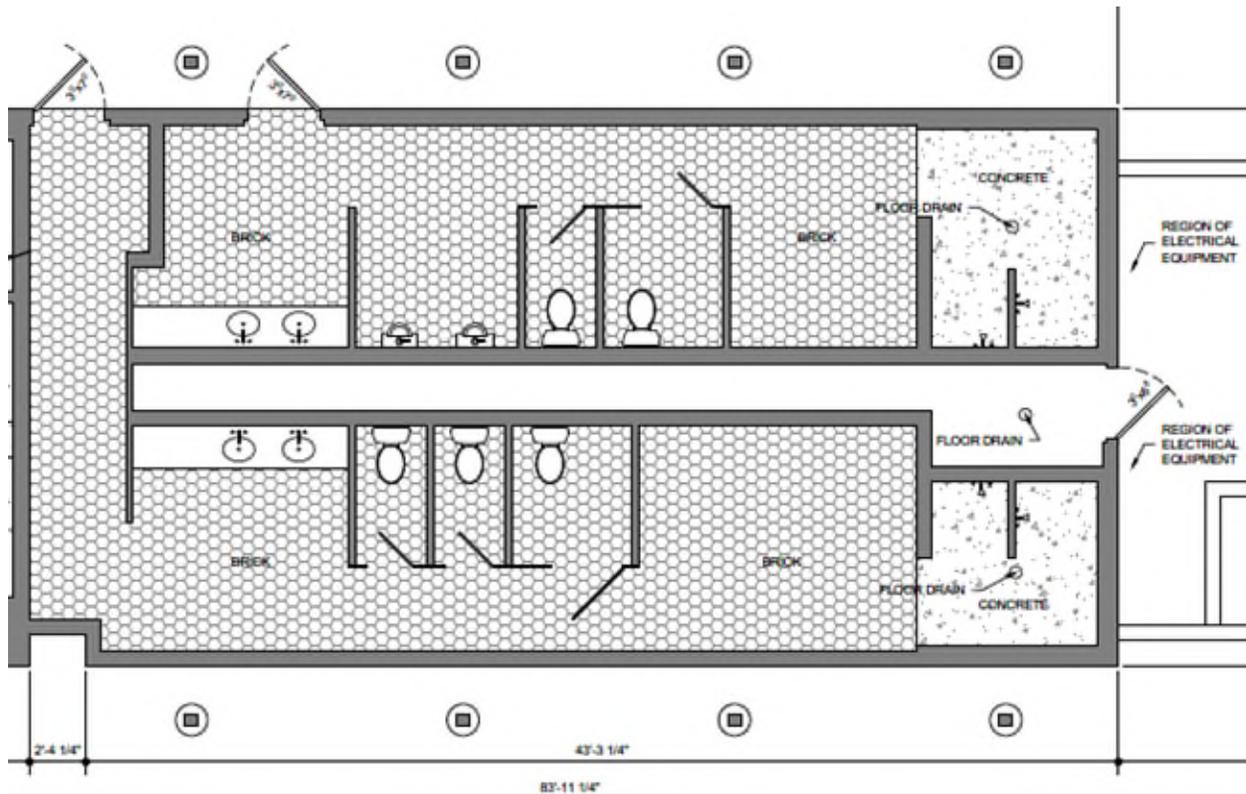
Karen Hibpshman, HOA Manager (Owner's Representative)
Circle C Ranch HOA
7817 La Crosse Avenue
Austin, TX 78739
T: 512.288.8663
E: info@circlecranch.info

The Owner's Representative identified above is authorized to act on the Owner's behalf with respect to the Project.

THE PROJECT PROGRAM

The Project Program includes the following:

- Property location: 5919 La Crosse Avenue, Austin, TX 78739 (Travis County):
- Existing Restrooms:



- Programming Breakdown:
 - Take out pavers on floor, and add floor drains, and have a brushed concrete floor finish topping slab.
 - Completely rebuild showers, replace shower plumbing fixtures, replace shower divider walls.
 - Replace ceiling fan/light combination fixtures with separate ceiling fans (no light kits) and surface mounted lights, both rated for wet areas. Need sufficient light for restrooms at nighttime. Install all new wall switches.
 - Replace doors and door frames at Restroom/Wade Pump Room Storage entries.
 - Replace all restroom partitions and stall doors.

BASIC SERVICES

h+uo's A/E team's Basic Services will consist of the following phases:

- Design Phase
- Construction Documentation Phase
- Bidding & Negotiation and Permitting Phase
- Construction Observation Phase

h+uo's Basic Services will include Architecture and Interior Design services (by h+uo) and Mechanical, Electrical and Plumbing (MEP) Engineering (by TBD), including appropriate documentation and coordination. All other necessary consulting engineering will be hired by and contracted directly with the Owner.

Design Phase

Upon receiving your written notice to proceed, h+uo will proceed with the design of the project. We will work with you and exchange design ideas (through in-person meetings, telephone calls/web conferences and electronically transmitted PDF's and image files) to produce a design that satisfies the Program and other Project goals. The design drawings will identify the major project elements and illustrate the general scope, conceptual design, and scale and relationships among the elements of the Project. It will also be developed to a point that all plans and systems are consistent with program requirements.

Our services during the Design Phase include up to (3) meetings with the Owner.

At the end of the Design Phase, we will present to the Owner for approval the following deliverables:

- Floor Plan
- Reflected Ceiling Plan
- Significant Interior Elevations – of built-in/millwork items in the restrooms identifying materials and finishes

We will present the Owner with the documents identified above and will proceed with developing Construction Documents upon receiving Owner's written approval of these Design Phase documents.

Interior Design

Our basic services include Interior Design services such as the selection of light & plumbing fixtures and finish materials (e.g., paint colors, tile colors, countertop surfaces, bath accessories, floor materials). Furniture, fixtures, equipment (FF&E) and upholstery selection, artwork, decorations, window treatments, etc. are not part of these standard services. Should the selection and procurement of FF&E and the items listed above be requested, we can either include those as Additional Services or renegotiate our contract.

Construction Documentation Phase

Our work in preparing the Construction Documents will be based on the approved Design Phase documents and will consist of the development of all drawings and other documents required for the purpose of soliciting contractor bids (or negotiated contracts), obtaining city permitting of the Project, and constructing the Project. The Construction Documents, prepared in Revit, will include:

- Cover Sheet with Site Location Map, Project Information and Drawing Index
- Architectural Site/Key Plan
- Floor Plan
- Reflected Ceiling Plan
- Significant Interior Elevations – of built-in/millwork items in restrooms identifying materials and finishes
- Construction Details – as needed
- Door and Window Schedules, Room Finish Schedule, Wall Partition Types

We are assuming now that we will not need to prepare a separate set of written specifications, but that we will include specification information (specifying the expected levels of quality and standards) in the drawings themselves.

h+uo will present to the Owner for review and comment Construction Documents "progress sets" at 50% completion and 95% completion. We request the timely turn-around of Owner comments in the interest of keeping the Project moving forward most expeditiously.

Bidding & Negotiation and Permitting

Only if requested, our services provided as part of the process of soliciting bids for the general contract for construction or sub-contracts for construction, or as part of the process of negotiating a contract for construction with a selected contractor, will be handled as part of our Basic Services. The types of architectural services h+uo can provide in those circumstances may include: assistance in preparing bid documents for general or sub-contractors; attending a pre-bid conference; responding to questions from potential sub-contractors and issuing addenda; assisting with the evaluation of bids; and facilitating the acquisition of permits.

h+uo will provide the Construction Documents necessary for permitting and constructing the project. We will submit the project to the City of Austin and Travis County and respond to any plan reviewers' questions and comments.

Also included is the coordination of the submission of the project for T.A.S. (Texas Accessibility Standards) review. This is required of all commercial buildings of this scope in the state of Texas. This is to ensure that the project is in compliance with the state accessibility requirements. The actual cost for the review and later inspection by a Registered Accessibility Specialist and the cost to register the project to Texas Department of Licensing and Regulation will be reimbursable expenses.

Construction Observation

h+uo will act on the Owner's behalf during the construction process to monitor the progress of the construction and assess whether the project is being completed in accordance with the contract documents. Our services may include: attending job-site meetings; responding to all Owner, contractor, and inspector questions and requests for information during construction; reviewing submittals from the contractor; review and processing of contractor requests for payment; and visits to the construction site as appropriate for the stage of the work. Owner will determine the date for when site visits are to commence.

For the purpose of providing an estimate for this phase, we are anticipating about 3 site visits/construction meetings/follow-up (at approximately 1 hour each), over about a 2-month building construction schedule plus approximately 8 hours of submittals and shop drawings review and meetings and/or correspondence time with the Owner and contractor (and/or sub-contractors).

Fees for Construction Observation are based on a 2-month building construction period. Major program or design changes or additional site visits as well as a construction period beyond the allocated 2 months will trigger additional services to be negotiated with owner.

BASIC SERVICES FEES AND EXPENSES

Basic Services Fees

h+uo's Basic Services will be provided (subject to any "change in services" or the necessity for Additional Services) for an estimated fee of +/- \$19,500. For the Owner's information, we have allocated that fee amongst the design disciplines and phases as follows:

Architectural Fees by Phase

- Design Phase: +/- \$4,500 (hourly, estimated)
- Construction Documentation: \$4,500 (set fee)
- Bidding & Negotiation (if requested) and Permitting Assistance: \$1,500 (hourly, estimated)
 - Bidding & Negotiation: \$0 (hourly, only if requested)
 - Permitting Assistance: \$1,500 (hourly, estimated)
- Construction Observation (as requested): \$2,000 (hourly, estimated)
 - Includes 3 site visits
- **Architectural Fees Total:** **+/- \$12,500 (estimated)**

Our hourly rates – applicable either for services provided during a phase where services are provided on an hourly rate basis or for services provided as "Additional Services" during a phase where services are provided for a fixed fee -- are as follows:

Partner-in-Charge:	\$250.00/hour
Project Manager:	\$175.00/hour
Professional Staff I (licensed architect):	\$150.00/hour
Professional Staff II (not licensed)	\$100.00/hour
Intern:	\$75.00/hour
Administrative Support:	\$50.00/hour

(Rates effective until January 1, 2024)

(over)

Consulting Engineering Fees by Design Discipline:

- **Civil Engineering Fee Total:** **+/- \$0**
*Civil engineering will likely not be necessary for this project, therefore no services will be provided.
- **Structural Engineering Fee Total:** **+/- \$0**
*Structural engineering will likely not be necessary for this project, therefore no services will be provided.
- **MEP Engineering Fee Total:** **\$5,500 (allowance)**
*MEP engineering will be necessary for this project. Once the scope of work is defined, after the Design Phase, we will solicit a proposal for the necessary work and present this to you for approval.

Other Consultants' Fees by Discipline:

- **Accessibility Review & Inspection Estimate:** **\$1,500 (allowance)**
-
- ❖ **Estimated Professional Design Fee Total:** **+/- \$19,500 (estimated)**

In the event that the Project is halted prior to completion, h+uo's fee would be based on our hours of work through the date when we are notified of a halt to the work.

Reimbursable Expenses

Expenses incurred by h+uo in the interest of the project including such items as any travel outside of Austin (including gas mileage, air fare, car rental, lodging), photography, printing, plotting of computer drawings, copying, fax transmissions, long distance telephone service, courier fees, and postage will be compensated at 1.20 times the actual expense incurred.

Printing expenses related to Construction Documents, all bid documents and all permit documents, including all site development and building permit submittals, will be the responsibility of the Owner. All project fees will be the responsibility of the owner.

Additional Services

Any architectural services that are not specifically included in the description above of the Basic Services will be considered "Additional Services" for which compensation will be assessed on an hourly fee basis, using the same hourly fee schedule above. Additional Services could include, but are not limited to:

Owner-Requested Changes – Time spent making substantial changes to already completed and accepted designs, drawings, and documents will be considered Additional Services if those changes were necessitated by a change in the Project Program (as set forth above) or a change to designs already approved by the Owner. These revisions would include changes to documents due to budget constraints.

Regulatory Services – Services relating to regulatory processes, including services specifically related to zoning, and permitting, and inspection. The professional design services included in the Basic Services outlined in this proposal include the preparation of documents and information that will be used for submitting for the required permits for the project. It is understood that the services of a local expeditor will be used to obtain these permits and the cost of the expeditor and the costs for any and all permits will be paid for by the Owner and are not included in this proposal.

Soils Testing and Geotechnical Engineering – h+uo's Basic Services do not include any soils testing or geotechnical engineering services, under the assumption that those services will be arranged, coordinated, and paid for by the Owner. Any provision of those types of services by h+uo would be considered Additional Services. Structural Engineer to review existing Geotech Report and confirm shallow foundation system.

Engineering Additional Services – The provision of any of the following services would be considered Additional Services: sump pump system design; fire sprinkler and alarm system design; security system design; telephone system design; cable TV system design; point-of-sale (POS); fiber optic system design; etc.

Unknown Conditions -- Services resulting from the discovery of conditions (with respect to the site, the existing building, to government permitting, or otherwise) that could not reasonably have been anticipated prior to the commencement of work, will be considered Additional Services. Upon discovery of such conditions, h+uo would notify Owner immediately prior to performing any Additional Services relating to such conditions.

Illustrative Graphic Materials – Time spent preparing renderings, perspective drawings, models, or marketing materials would be treated as Additional Services. Of course, time spent in preparation of conventional floor plan and interior and exterior elevation drawings is considered as part of the Basic Services.

BILLING PROCEDURES

h+uo will provide the Owner with a monthly invoice for services rendered during the prior billing period. In addition, we will enclose with each invoice an explanation or narrative of the services that were rendered during the billing period. Payment to h+uo shall be submitted upon receipt (within 30 days) of each invoice unless other arrangements are made. If the Owner chooses to stop work on the Project, for whatever reason, the Architect will be entitled to compensation in accordance with this agreement for all services performed to that date. Failure to make payment will, at h+uo's option, be cause for suspension of services. If h+uo were to elect to suspend services, then we would provide five days written notice to the Owners prior to the suspension of services.

TERMS AND CONDITIONS

h+uo to notify Owner if/when decisions will cause professional design fee overruns and/or delays to design phase timelines.

In recognition of the relative risks and benefits of the project to both the Owner and h+uo, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of h+uo and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of h+uo and its subconsultants to all those named shall not exceed the total of all fees paid to h+uo. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Instruments of Service

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

DISCLAIMERS

- h+uo holds no liability for the work produced by general contractors, subcontractors, consultants and subconsultants retained by the Owner.
- Development regulations are subject to revisions and interpretation. The Owner is ultimately responsible for development approvals and permitting.
- The liability of the Architect and the Architect's subconsultants shall be limited to the total amount all fees paid to h+uo.
- The Owner shall promptly report to Architect any defects or suspected defects in the Architect's services of which the Owner become aware, so that the Architect may take measures to minimize the consequences of such a defect and be permitted to remedy the defect at the time the defect is known.
- In providing services under the Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised under similar circumstances.
- In the event that the Owner decides not to utilize h+uo for Construction Observation or if Construction Observation services are limited by the Owner, it is understood and agreed that the Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Owner waives any claims against h+uo that may be in any way connected thereto.

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Please indicate, by signing below, if this arrangement and the terms outlined within are agreeable to you. If so, we are prepared to commence immediately. Your signature also indicates your affirmation that we have correctly stated the Project Program. We understand that the design of this project will be handled in phases with the authorization per phase from the Owner provided in the form of a written Notice to Proceed. If you have questions or would like to discuss further the terms of this proposal, feel free to contact me at 512.474.8548.

Thank you for considering hatch + ulland owen architects.



Randall Owen, AIA + LEED AP
For h+uo architects, LLP
dba hatch + ulland owen architects

This contract is accepted:

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*TBAE
P.O. Box 12337 • Austin, TX 78711-2337
Hobby Building: 333 Guadalupe, Suite 2-350, Austin TX 78701
Telephone: (512) 305-9000 / Fax: (512) 305-8900*

Karen Hibpshman
For Circle C Ranch HOA

Date