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

I. Roll Call

II. Acceptance of Agenda

III. Acceptance of April 26, 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.

a. Jen Lee
b. Chris Pearce
c. Laura Iannelli
d. Kristi Shock
e. Ashish Jain
f. Veronica Segura

V. Management Reports

a. General Report, *Karen Hibpshman*
    1. April 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. Newsletter options
c. The Board is considering amending the Bylaws

VII. Action Items

a. Swim at your own risk proposal
b. Financial Office Lease
c. Updated Reserve Study

VIII. Adjourn Public Meeting

IX. Executive Session

Attachments

1. April 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
April 26, 2023

1. The CCHOA Board of Directors convened on April 26, 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 Paul Oveisi. Kimberly De La Garza and Trinh Bartlett were not present. CHOA Manager Karen Hibpshman (HOA Manager), Robert Bardeleben (Facilities Coordinator) and Brody McKinley (Aquatics Director) were present.

2. Stephen presented the April 26, 2023 agenda. Joanne motion to accept the agenda as written. David seconded the motion. All were in favor and the motion passed.

3. Stephen presented the March 29, 2023 Board of Directors Meeting Minutes. Paul motioned to approve the minutes as written. Joanne seconded the motion. All were in favor and the motion passed.

4. Stephen introduced the Homeowner Forum. No owners present for the Homeowner Forum.

5. Karen provided the management report and the YTD Financials.

6. Karen presented the landscaping report.

7. Brody presented the aquatics report.

8. Robert presented the maintenance report.

9. The first discussion item was the Storm Damage Update. We currently are working with two arborists to address the broken/damage limbs in the trees but are starting to make some progress. It does appear that the city is not picking up additional storm debris so we are working on other ways to dispose of it. We have not touched anything in the greenbelts unless a tree/limb fell or is danger of falling onto the resident's fence. We will evaluate the greenbelts at a later date but will still encourage residents not to enter the greenbelts for safety issues.

10. The second discussion item is Swim at your own Risk. Stephen explained that since we have two new board members that they will be holding a workshop for the board to discuss this item and other projects. There is no vote or minutes taken at a workshop. Jen Lee addressed the board concerning how and when this will be an action item for the board vote on. Stephen explained that this should be an action item on the May agenda.

11. The third discussion item was the Circle C Café Patio Proposal. Karen has worked with the café on determining what type of permit is needed through Zoom calls with the city. The Café will need to submit for a Site Plan Exemption through the permitting

department for this type of project. Karen provided all of the information to Patrick at the café to start the process.

12. The fourth discussion item was the Newsletter options. Neighborhood News forwarded an updated proposal on the day of the meeting sowing a larger discount for the newsletter. The board will discuss and work on determining the need for hard copy newsletters versus electronic newsletters. In the meantime, we will continue to publish the newsletter electronically.

13. The fifth discussion item was the Board considering amending the Bylaws. One of the issues that has come up with an association in Houston is electronic voting. To ensure that there is no question concerning electronic voting, amending the Bylaws need to be done. There are a couple of questions from the board that will be forwarded to our attorney when she returns from vacation.

14. The sixth discussion item was the Escarpment Loop. The board is having a workshop to discuss the different options.

15. The first action item was the 2022 Financial Audit. David motioned to approve the 2022 Financial Audit. Paul seconded the motion. All were in favor and the motion passed.

16. The seconded action item was the Texas Gas Easement Agreement. David motioned to approve the Texas Gas Easement Agreement. David motioned to approve the agreements. Joanne seconded the motion. All were in favor and the motion passed.

17. Paul motioned to adjourn the Public Meeting at 7:50 pm. Joanne seconded the motion. All were in favor and the motion passed.

18. No Executive Session

Circle C Homeowners Association
Manager's Report
April 24, 2023 – May 26, 2023

Violation Report
April 24, 2023 – May 26, 2023

	April 24, 2023 – May 26, 2023			April 25, 2022- May 20, 2022	
168 Violations				112	
Rubbish/Debris	27	16.07%		68	61.71%
Front Yard Maintenance	60	35.71%		8	7.14%
Architectural	15	8.93%		4	3.57%
Vehicle Storage	12	7.147%		7	6.25%
Repair of Exterior Damages	9	5.36%		9	8.04%
Exterior Lighting	8	4.76%		4	3.57%
Driveway	0	0.0%		0	0.0%
Fencing	3	1.79%		0	0.0%
Use Limitations	1	0.60%		5	4.48%
Recreational Equipment	13	7.74%		0	0.0%
Offensive Activities	1	0.60%		0	0.0%
Common Properties	1	0.60%		0	0.0%
Maintenance	18	10.71%		7	6.25%
Abutting Landscaping	0	0.00%			

168 Violations by Stage				112 Violations by Stage	
Stage 1/Cooperative Letters	143	81.31%		93	83.03%
Stage 2 Letters	23	15.08%		19	16.96%
Stage 3 Letters	2	2.95%		0	0.0%

168 Violation Updates/Creates				114 Violation Updates/Creates	
Closed	54	32.14%		89	79.49%
New	97	57.74%		11	9.82%
Escalated	12	7.14%		11	9.82%
Re-Opened	5	2.98%		1	0.89%
Attorney				2	

Administration

22 New Homeowner Packets mailed April 22nd – May 19th.

Financial

AP checks were signed on May 19th with Terri Giles

Upcoming Special Events

June 3rd – Seal Meet – Swim Center will open at 1pm
June 11th – Seals Meet – Swim Center will open at 1pm
June 17th – Seals Meet – Swim Center will open at 1pm
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 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%.
- Food Trailer Nights are back and the 3rd Food Trailer Night will be May 12th. We will not have Food Trailer Nights during the summer and will return in September.
- CCN – Boring company has started potholing to locate the utilities and gas lines. Contractor has been in touch daily with findings. Had issues getting the different utilities to do their markings but multiple TX811 requests done to ensure they are able to located their lines.
- We have partnered with the City of Austin for a "Varsity Program" (55+) at the Community Center on Monday, Wednesday and Friday mornings. The 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.
- The Cove @ Circle C 1st semi-annual was sent for $9,007.05. Payment has been received.
- 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 bid
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.

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

2023 CCHOA EXPENSE BUDGET

Category	Subcategory	2023 Budget	Jan-23	Feb-23	Mar-23	Apr-23	Totals	%
Commons Area Services	Landscape Maint Contract	$1,510,634	$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	$12,869.00	33%
Commons Area Services	Contract Landscape CCCC	$38,606	$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	$9,125.82	33%
Common Area Services	Contract Landscape GR	$27,376	$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%
Commons Area Services	Landscape Repairs	$140,000	$6,708.00	$19,749.20	$11,773.26	$12,324.19	$50,554.65	36%
Commons Area Services	Landscape Water Utilities	$255,000	$7,269.44	$6,474.85	$5,096.10	$6,736.68	$25,577.07	10%
Commons Area Services	COA Water Utility Complianc	$8,000	$6,014.18	$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	$12,022.28	33%
Common Area Services	Tree Care	$75,000	$0.00	$1,426.19	$0.00	$0.00	$1,426.19	2%
Commons Area Services	Fence Repairs & Maint	$8,000	$0.00	$0.00	$196.10	$0.00	$196.10	2%
Commons Area Services	Electrical Repairs & Maint	$12,000	$476.30	$421.53	$3,241.63	$0.00	$4,139.46	34%

Common Area Services	Neighborhood Maint & Repa	$24,000	$60.56	$716.50	$10,772.05	$3,358.97	$14,908.08	62%
Common Area Services	Non Contract Landscape - S	$20,000	$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**	**$662,380.47**	29%
Aquatics Facilities	Administrative	$65,000	$4,047.24	$6,586.28	$5,326.70	$4,072.18	$20,032.40	31%
Aquatics Facilities	Supplies - Pool	$27,500	$2,594.02	$1,716.95	$1,025.45	$725.51	$6,061.93	22%
Aquatics Facilities	Supplies - Chemicals	$95,000	$2,445.38	$6,051.40	$4,026.74	$7,491.53	$20,015.05	21%
Aquatics Facilities	Supplies & Fees - Swim Tea	$19,000	$3,463.40	-$407.38	$911.25	$1,959.53	$5,926.80	31%
Aquatics Facilities	Maintenance - Pool	$125,400	$8,778.12	$10,038.92	$15,705.32	$5,256.23	$39,778.59	32%
Aquatics Facilities	Maintenance - Building	$86,200	$4,276.02	$7,208.57	$8,431.71	$4,683.19	$24,599.49	29%
Aquatics Facilities	Payroll - Staff	$954,650	$31,482.30	$40,240.79	$83,053.03	$60,435.18	$215,211.30	23%
Aquatics Facilities	Payroll - Programming Staff	$49,950	$77.86	$401.31	$1,388.39	$1,900.26	$3,767.82	8%
Aquatics Facilities	Payroll - Swim Team	$144,600	$7,751.24	$8,283.88	$14,134.96	$9,659.53	$39,829.61	28%
Aquatics Facilities	SC-Utilities - Water	$30,000	$1,951.17	$2,180.04	$2,048.06	$2,267.57	$8,446.84	28%
Aquatics Facilities	Avana _Utilities-Water	$9,000	$100.85	$685.84	$431.32	$100.85	$1,318.86	15%
Aquatics Facilities	GR- Utilities - Water	$4,500	$160.37	$231.10	$180.13	$197.61	$769.21	17%
Aquatics Facilities	SC-Utilities - Electric	$33,000	$1,891.51	$1,948.76	$2,089.23	$1,620.51	$7,550.01	23%
Aquatics Facilities	Avana - Utilities- Electric	$16,000	$643.00	$469.85	$818.17	$645.68	$2,576.70	16%
Aquatics Facilities	GR -Utilities-Electric	$9,000	$478.68	$528.22	$456.72	$448.23	$1,911.85	21%
Aquatics Facilities	Utilities - Natural Gas	$52,000	$5,493.65	$8,921.80	-$508.92	$1,012.89	$14,919.42	29%
Aquatics Facilities	SC-Utilities - Telephone/Inte	$15,000	$575.53	$575.53	$580.55	$580.55	$2,312.16	15%
Aquatics Facilities	Avana - Telephone/Internet	$5,000	$261.67	$262.37	$976.94	$261.41	$1,762.39	35%
Aquatics Facilities	GR- Telephone/Internet	$5,000	$282.08	$269.02	$973.58	$258.06	$1,782.74	36%
Aquatic Facilities Total		**$1,745,800**	**$76,754.09**	**$96,193.25**	**$142,049.33**	**$103,576.50**	**$418,573.17**	24%
Circle C Community Center	Utilities - Water	$27,000	$344.53	$387.88	$357.30	$497.18	$1,586.89	6%
Circle C Community Center	Utilities - Electric	$26,000	$1,581.99	$984.20	$1,688.36	$1,426.23	$5,680.78	22%
Circle C Community Center	Utilities - Telephone/Interne	$9,000	$676.63	$676.64	$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	$2,441.56	29%
Circle C Community Center	Maintenance - Building	$61,500	$1,628.51	$3,779.56	$2,235.40	$2,269.60	$9,913.07	16%
Circle C Community Ctr Total		**$132,000**	**$4,507.62**	**$6,334.24**	**$6,035.28**	**$5,468.43**	**$22,345.57**	17%
Maintenance Operations	Office Supplies	$1,200	$150.47	$0.00	$0.00	$138.56	$289.03	24%
Maintenance Operations	Employee Education	$1,200	$215.00	$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%
Maintenance Operations	Staff Recruitment	$300	$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	$149.58	11%
Maintenance Operations	Maintenance Payroll	$225,000	$15,897.88	$15,897.88	$23,846.82	$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	$18,889.65	20%
Maintenance Operations	Payroll Taxes	$20,000	$1,784.58	$952.05	$1,916.60	$1,276.73	$5,929.96	30%
Maintenance Operations	Computer/Software	$1,400	$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	$2,160.72	43%
Maintenance Operations	Office Furniture	$600	$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**	**$99,174.40**	28%
HOA Operations	Office Supplies	$9,000	$457.23	$44.82	$764.17	$178.71	$1,444.93	16%
HOA Operations	Equip & Maintenance	$18,000	$341.27	$437.11	$366.66	$1,363.70	$2,508.74	14%
HOA Operations	HOA Owned Vehicle Expens	$8,000	$426.31	$1,643.54	-$3,805.69	$4,580.88	$2,845.04	36%
HOA Operations	Postage	$20,000	$2,993.37	$2,136.36	$572.51	$858.45	$6,560.69	33%
HOA Operations	Web Operations	$3,000	$69.79	$1,071.11	$305.30	$193.81	$1,640.01	55%
HOA Operations	Printing	$5,000	$2,400.03	$144.38	$0.00	$0.00	$2,544.41	51%
HOA Operations	HOA Meetings	$5,000	$2,988.31	$127.92	$445.48	$127.92	$3,689.63	74%
HOA Operations	Deed Restrictions	$5,000	$719.45	$0.00	$0.00	$719.45	$1,438.90	29%
HOA Operations	HOA Special Events	$45,000	$0.00	$2,073.53	$4,469.45	$3,167.95	$9,710.93	22%
HOA Operations	Professional Fees	$2,000	$0.00	$0.00	$0.00	$0.00	$0.00	0%
HOA Operations	Reserve Study Update	$5,500	$2,675.00	$0.00	$0.00	$2,675.00	$5,350.00	97%
HOA Operations Total		**$125,500**	**$13,070.76**	**$7,678.77**	**$3,117.88**	**$13,865.87**	**$37,733.28**	30%
Financial Management	Management Services	$115,000	$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	$3,050.00	23%
Financial Management	Lien Filing Administrative Fe	$4,500	$840.00	$1,400.00	$104.00	$156.00	$2,500.00	56%

Financial Management	Bank Fees	$40,000	$2,982.49	$2,178.25	$12,103.42	$9,155.60	$26,419.76	66%
Financial Management	CPA/Audit	$10,000	$0.00	$2,259.74	$1,518.00	$3,001.50	$6,779.24	68%
Financial Management Total		**$182,850**	**$13,548.79**	**$15,964.29**	**$23,651.72**	**$22,689.40**	**$75,854.20**	41%
HOA Management	Management Payroll	$225,000	$15,996.89	$16,973.64	$23,647.71	$15,883.14	$72,501.38	32%
HOA Management	Management Payroll Taxes	$20,000	$1,826.68	$1,073.12	$1,986.53	$1,322.96	$6,209.29	31%
HOA Management	Mileage Reimbursement	$6,000	$351.74	$454.57	$677.04	$577.06	$2,060.41	34%
HOA Management	Insurance Stipend	$60,000	$4,729.33	$3,722.77	$3,219.49	$3,722.77	$15,394.36	26%
HOA Management	Cont Ed & Skills Enhancemei	$2,000	$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**	**$96,165.44**	31%
Architectural Review Expen:	Architectural Review Expens	$8,000	$969.00	$816.00	$1,032.75	$799.00	$3,616.75	45%
Architectural Review Expenses Total		**$7,500**	**$969.00**	**$816.00**	**$1,032.75**	**$799.00**	**$3,616.75**	48%
Legal Services	Legal Services	$20,000	$590.00	$95.00	$380.00	$0.00	$1,065.00	5%
Legal Services Total		**$20,000**	**$590.00**	**$95.00**	**$380.00**	**$0.00**	**$1,065.00**	5%
Taxes	Property	$5,500	$9,986.25	$11.32	$0.00	$0.00	$9,997.57	182%
Taxes	Income/Franchise Taxes	$0	$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**	**$9,997.57**	182%
Insurance	General, Property, Boiler & A	$85,500	$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	$1,884.00	31%
Insurance	D & O Insurance	$12,000	$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%
Insurance Total		**$119,500**	**$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%
Community Enhancement	Association Memberships	$2,000	$50.00	$0.00	$180.00	$0.00	$230.00	12%
Community Enhancement Total		**$3,000**	**$0.00**	**$0.00**	**$180.00**	**$0.00**	**$180.00**	6%
Reserve Transfer		**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Grand Total		**$5,281,264**	**$333,635**	**$348,338**	**$416,922**	**$359,603**	**$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	$10,069.49
SC - Lounge Chairs	$2,000	$2,000.00
SC - Partical Replacement of Benches/Tables	$12,000	$0.00
CC - Ounge 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	$40,593.75
Rock Work	$25,000	$0.00
Escarpment Project	$500,000	$0.00
CCN Improvement	$200,000	$0.00
Construction Repairs	$50,000	$109.25
Storm Damage	$0	$315,793.23
Avana Pool Leak Repair	$0	$13,800.00
Total	**$923,000**	**$421,848.94**

Total Capital Budget Projects	**$923,000.00**	**$421,848.94**
Grand Total Expenses	**$6,204,264.00**	

Circle C Aquatics **April-23** **Spring Operations**

Facility Usage	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Apr-23	YTD	Apr-23	YTD	Apr-23	YTD	Apr-23	YTD	**Apr-23**	**YTD**
Resident Entries	4,226	8,718	0	0	0	0	0	0	**4,226**	**8,663**
Unique Residents	1,281	1,699	0	0	0	0	0	0	**1,281**	**2,824**
Unique Households	544	718	0	0	0	0	0	0	**544**	**1,363**
Guest Entries	304	633	0	0	0	0	0	0	**304**	**439**
Other Entries	1,105	3,880	0	0	0	0	0	0	**1,105**	**3,880**
Average Hourly Count	150									
Average % of Capacity	8%									
Max Hourly Count	21									
Total Entries	**5,635**	**13,231**	**0**	**0**	**0**	**0**	**0**	**0**	**5,635**	**12,982**

Incidents	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Apr-23	YTD	Apr-23	YTD	Apr-23	YTD	Apr-23	YTD	**Apr-23**	**YTD**
Water Rescues	1	1	0	0	0	0	0	0	**1**	**1**
First Aid Responses	3	9	0	0	0	0	0	0	**3**	**9**
Sudden Illness Treatments	0	0	0	0	0	0	0	0	**0**	**0**
Patron Behavior Incidents	0	0	0	0	0	0	0	0	**0**	**0**
Biohazard Cleanups	0	0	0	0	0	0	0	0	**0**	**0**
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	**4**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**10**
Incident per Entry Ratio	**0.07%**	**0.08%**							**0.07%**	**0.08%**

Revenue	Apr-23	*YTD*
Aquatics Programs	$ 2,247.00	$ 9,923.50
Swim Team	$ 15,636.50	$ 60,354.00
Guest Fees	$ 339.00	$ 583.00
Area Reservations	$ -	$ -
Facility Rentals	$ -	$ -
Lane Rentals	$ 8,365.00	$ 22,164.00
Other Facility Income	$ 913.00	$ 1,989.14
Total Aquatics Revenue	$ 27,500.50	$ 95,013.64

Programs	Apr-23
Select Swim Team	85
Masters Swimming	8
Group Swim Lessons	0
Private Swim Lessons	93
Water Aerobics	0
Certification Courses	11
WSI Course	1
Total Participants	**198**

Reservations & Rentals	Apr-23	YTD
Area Reservations	0	0
Facility Rentals	0	0
Lap Lane Reservations	0	0
Total Reservations	**0**	**0**

Aquatics Staffing	Apr-23
Lifeguards/Head Guards	68
Front Desk Staff	24
Instructors/Coaches	8
Total Staff	**100**

Resident Stats	Individuals	Households	Members / Household
Homeowners	17,854	5,475	3.26
Renters	700	203	3.45
New Memberships	267	99	
Totals	**18,554**	**5,678**	**3.27**

Circle C HOA
Maintenance Report for Board May 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
- Replace ADA Access Chair Lift
- We have begun the process of securing As-Built drawings of the Swim Center in preparation for the blueprint drawings for renovations
- Replace Two of the Pole Light Bulbs

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Refrigerator was replaced in Kitchen—New icemaker connected

COMMUNITY CENTER POOL

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

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Removed minor graffiti throughout the neighborhood.
- Walked Concerns in Greenbelts with Karen
- Marquee boards have been cleaned and minor repairs made

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made
- Pool is Open
- We removed dumpster area surround fencing as it was getting vandalized constantly. We are now storing our trash cans in the pump room

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made
- Pool is Open

.

MEMO

To: Circle C Homeowner's Association Board of Directors (CCHOA Board)

From: Circle C Pool Committee

Date: November 28, 2022

Re: Swim at your own risk

CC: (1) CCHOA Board; (2) Circle C Pool Committee Board Liaison- David Lachance; (3) Circle C Pool Committee- Chuck Shorter (Chair), Brad Barnhill, Danielle Bouffard Morin, Steven Gonzalez, Jen Lee (one member withdrew)

On July 27, 2022, the Circle C HOA (CCHOA) Board approved the instatement of the Circle C Pool Committee and appointed six (6) Circle C residents. Per the CCHOA, this Pool Committee was "charged to research and report to the Board the feasibility and cost of operating CCHOA's swimming pools without lifeguards," and met regularly the past four (4) months to discuss the possibility of "swim at your own risk" HOA pools. Specifically, the Pool Committee met, officially, three (3) times. Karen Hibspshman, the CCHOA Manger, was present at all meetings to provide guidance and feedback. Pool Committee meetings took place in person or virtually.

Regarding the first priority, or the feasibility of "swim your own risk," it was determined at the first Pool Committee meeting on August 17 that the Grey Rock and Avaña pools are the only two CCHOA pools eligible for "swim at your own risk" because they do not have slides or other recreational structures. The Committee reviewed and discussed risks and benefits associated with "swim at your own risk" and lifeguards, including videos of children under water at CCHOA pools, ages of concern for water safety, the efficacy of proposed safety measures such as lifeguards, informed consent, key FOB-only entrance.

Regarding the second priority, the cost of operating CCHOA, insurance costs for "swim at your own risk" pools were discussed at the first meeting on August 17, and Karen reported that "swim at own risk" insurance coverage would not be a barrier in terms of cost or processes.

To quantitatively measure the pool access preferences of CCHOA residents, the Pool Committee completed two assessments. First, Committee member, Jen Lee, with the assistance of other CCHOA residents, posted a petition on Moveon.org to assess the number of Circle C residents who preferred a "swim at own risk" option for CCHOA pools (see Appendix A). As shown in Table 1, Row 1, 702 CCHOA residents endorsed the petition, indicating they wish to have access to the pools without a lifeguard present. Table 1. Swim at own risk poll results from the Circle C: (1) petition on Moveon.org; (2) Grey Rock Facebook website; and (3) Circle C Facebook website. Second, the CCHOA Pool Committee posted a Facebook survey to assess the number of residents who favor or do not favor "swim at own risk" in Grey Rock and Avaña pools (see Appendix B). As shown in Table 1, rows 2 and 3, 100% (n = 131) of Grey Rock respondents, and 87% (n = 411) of Circle C respondents favor the "swim at own risk" option for Avaña and Grey Rock pools. Please note that, while the Moveon.org petition controlled for duplicate responses from the same individual, the Facebook petitions did not control for duplicate responses. However, since the initial Moveon.org petition found that 702 individuals uniquely endorsed the "swim at own risk" poll, and this is a higher sample size than the

Facebook poll (n = 604), it is reasonable to infer that the Facebook poll did not include many, if any, duplicate responses from the same individual(s).

Table 1. Swim at own risk poll results from the Circle C: (1) petition on Moveon.org; (2) Grey Rock Facebook website; and (3) Circle C Facebook website.

Data source	Dates of poll	Sample size	Number of votes for “Favors swim at your own risk”	Number of votes for “Does not favor swim at your own risk”
1. Moveon.org petition via Circle C and Grey Rock Facebook pages (and sharing among residents)	5/7/2022 to 7/18/2022	702	702 (100%)	N/A
2. Grey Rock Facebook page	10/13/22 to 11/10/22	131	131 (100%)	0 (0%)
3. Circle C Facebook page	10/13/22 to 11/10/22	473	411 (87%)	62 (13%)
Overall mean for Circle C and Grey Rock Facebook pages		604	542 (90%)	62 (10%)

Overall, the results of the CCHOA Pool Committee data suggest that the majority of CCHOA residents who voted prefer a “swim at own risk” option for Avaña and Grey Rock. Indeed, “swim at own risk" is implemented by neighboring HOAs, providing CCHOA many examples of successful methods for implementing a “swim at own risk” policy at the Grey Rock and Avaña pools (see APPENDIX C for sample).

After careful deliberation, the Pool Committee, by a vote of 4 “in favor” and “1 against”, recommends the implementation of swim at your own risk policies at the qualifying Circle C Ranch pools.

Appendix A: Circle C and Grey Rock Move.org petition results (as of 11/10/2022)

TO: Circle C Board, HOA, c/o Karen

Let Circle C Residents Use the Pools they Pay to Use

Campaign created by
Circle C Residents

We, the Residents of Circle C, request that the Circle C Board, Homeowners Association, and/or any individuals involved in Circle C pool-related access decisions, grant Circle C Residents access to all Circle C Pools via a "swim at your own risk policy" (lifeguards not required and/or on duty). Suggested steps to give Residents a choice in pool-related rules may include creation of a Pool Committee.

Why is this important?

The Circle C Residents pay HOA dues toward daily, consistent use of all Circle C pools, a posted benefit of living in the Circle C community,. Whereas neighboring communities afford dues-paying HOA residents consistent access to pools, in part for heat-related safety, Circle C Residents expect that, as dues-paying Residents, they can regularly access the Circle C Pools.

You have signed this petition.
Not Jennifer and Chris L.? Log out to sign the petition.

702 OF 800 SIGNATURES

Sony C. signed	Emily H. signed	Sammie T. signed
07-18-2022	07-15-2022	07-15-2022

Increase your impact by asking your friends and family to sign.

Share on Facebook

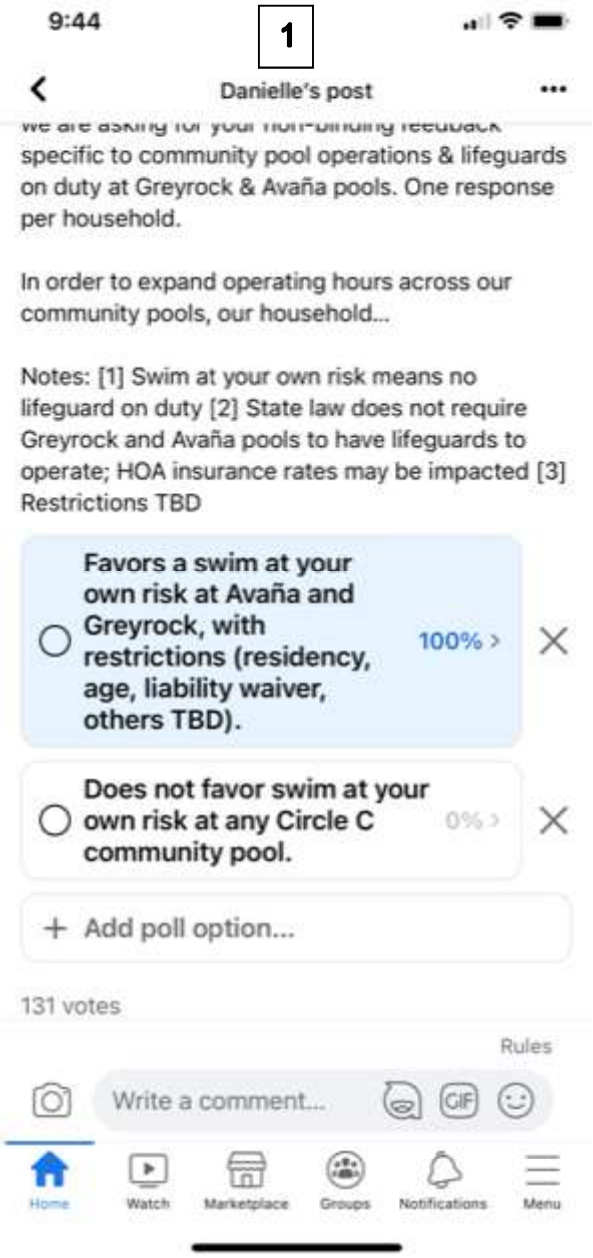
Share on Twitter

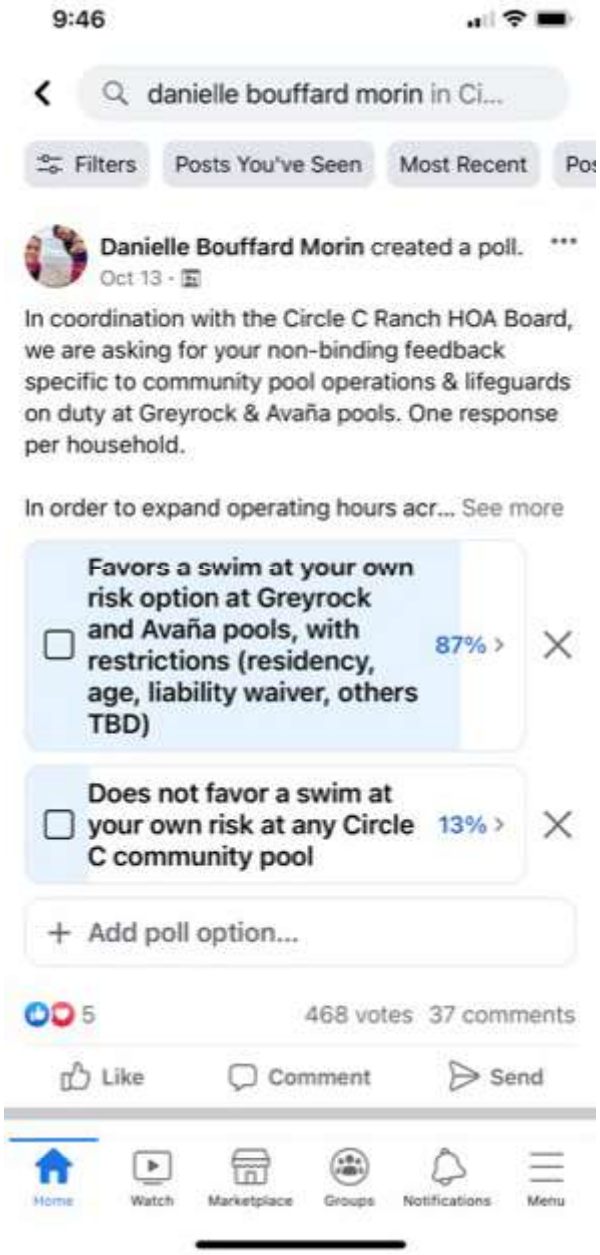
Share via Email

Tell others why you signed

SAVE

Appendix B: (1) Grey Rock; and (2) Circle C Facebook poll results (as of 11/10/2022)





*Note- the sample size in Table 1 is 473 (not 468, as shown in (b) above because the five (5) Pool Committee Members cast their vote last, after the poll results were collected from Facebook.

APPENDIX C: Sample “swim at your own risk” pool rules from Belterra

BELTERRA COMMUNITY ASSOCIATION, INC. PARTICIPANT WAIVER

This Participant Waiver (this “Waiver”) is made by the undersigned participant (“Participant”), the undersigned Guardian (as applicable), and Belterra Community Association, Inc. (the “Association”).In consideration of the right to use and enjoy the common area amenities of Belterra, including without limitation the recreation center/clubhouse, fitness center, pool, green space, fields, play structures, Common Area and other fixtures,amenities, and facilities at Belterra (collectively, the “Association Facilities”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Participant, Participant agrees to the following terms and conditions:

1. Participant acknowledges the inherent risks involved in the use of the Association Facilities, including but not limited to bodily injury, sickness, disease, and death. Participant also acknowledges that use of the Association Facilities is potentially dangerous and that the type of injury or damage described above can occur when using the Association Facilities. Participant shall comply (and shall cause any guests, invitees, or licensees of Participant to comply) with the Association’s rules, regulations, guidelines, policies, and restrictions governing Participant’s (and Participant’s guests’, invitees’, and licensees’) use of the Association Facilities.

2. PARTICIPANT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, “DAMAGE”), SUSTAINED BY PARTICIPANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO PARTICIPANT’S (OR PARTICIPANT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS, (COLLECTIVELY, THE “RELEASED PARTIES”) WHETHER OR NOT CAUSED, OR ALLEGED TO BECAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

3. PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT’S (AND PARTICIPANT’S GUESTS’, INVITEES’, AND LICENSEES’) RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY.PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO PARTICIPANT’S (OR PARTICIPANT’S GUESTS’, INVITEES’, OR LICENSEES’) PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER PARTICIPANT OR PARTICIPANT’S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE ASSOCIATION FACILITIES. PARTICIPANT REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT PARTICIPANT AND ANY OF PARTICIPANT’S GUESTS, INVITEES, AND

LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITIES AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITIES.

4. ON BEHALF OF PARTICIPANT AND PARTICIPANT'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, PARTICIPANT HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS,THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGE, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES) OF ANY KIND (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO PARTICIPANT'S PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BECAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.PARTICIPANT WAIVER PAGE 2 OF 25. PARTICIPANT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF PARTICIPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THERELEASED PARTIES.

Participant acknowledges that Participant has read and understands this Participant Waiver, as well as the rules,regulations, guidelines, policies, and restrictions promulgated by the Association governing Participant's use of the Association Facilities. Participant knowingly and voluntarily agrees to the terms and conditions stated above.

oniowaandgohawks@gmail.com (not shared) Switch account

* Required

FIRST AND LAST NAME OF PRIMARY HOMEOWNER:*

Your answer

Do you own or rent the home?*

OWN

RENT

If you checked rent on the previous question, please list Tenant Name/Contact:

Your answer

PROPERTY ADDRESS:*

Your answer

EMAIL ADDRESS:*

Your answer

PHONE NUMBER:*

Your answer

KEY FOB #(s): Please separate multiple key fob numbers by comma. If you do not have a key fob, please note.*

Your answer

By selecting the YES box, you agree to comply with the Participant Waiver:*

YES
NO

Submit

Clear form

PERSONAL LETTER

To: Circle C Homeowner's Association Board of Directors

From: Charles Shorter

Date: November 28, 2022

Re: Dissenting Recommendation - Swim at Your Own Risk Policy

CC: (1) CCHOA Board; (2) Circle C Pool Committee: Brad Barnhill, Danielle Bouffard Morin, Jen Lee, Steven Gonzalez

Four of the five active members of the CCHOA Pool Committee voted in favor of a "swim at your own risk" policy at the Grey Rock and Avaña pools. I write this letter in dissent of the majority recommendation.

With four pools in the CCHOA, there is modest hardship to families when their nearest pool is closed. The longest distance between our pools is 3.5 miles. Travel time is 6-10 minutes. We are fortunate to have an abundance of resources in the community. Young children are the most susceptible to drowning. Putting our youngest lives at risk, by removing lifeguards to increase pool access, feels counterintuitive in a community where we have many outstanding alternatives.

Application of "swim at your own risk" as a policy in neighboring communities was an influential factor in the recommendation of the Committee. However, there was no efficient way for the Committee to know if these communities implemented this policy out of informed choice or because they did not have the financial/human resources to have regularly scheduled lifeguards.

In addition, while the Committee was diligent in its review of available data, we nonetheless reviewed an incomplete data set. Notably, the Committee did not watch videos of swimmers being saved by lifeguards in our pools. Finally:

- Individuals most at risk for drowning, children 4 and younger; young men ages 14-18, are a population we have in abundance in Circle C
- Drowning is silent, many of our residents don't know how quiet and difficult it is to detect drowning
- Even for the most diligent, distractions are constant: a call; a text; a tweet; another sibling; a friend stopping to talk; the sun in your eyes; …
- No safety measure is 100% effective. Seat belts do not prevent all automotive fatalities, but they work. Lifeguards are not infallible, but they are proven to save lives
- A majority of our residents are not trained in emergency rescue

For all of the above reasons, I am, without reservation, against recommending, "swim at your own risk".

Very respectfully,

Charles Shorter

LEASE

Basic Terms

Date:	May 18, 2023
Landlord:	Circle C Homeowners Association, Inc.
Landlord's Address:	7817 La Crosse Ave Austin, Texas 78739
Tenant:	Giles & Shea, Inc
Tenant's Address:	7817 La Crosse Avenue, Suite 200 Austin, Texas 78739
Premises:	CCHOA Community Center Building, 7817 La Crosse, Avenue; approximately 180 square feet
Term (months):	12, with a one (1) year renewal option
Commencement Date:	August 1, 2023
Termination Date:	July 31, 2024
Base Rent (quarterly):	$33.50 per square foot for the interior space of 219 square feet totaling $1834.11 quarter.
Permitted Use:	Financial Office
Tenant's Insurance:	Commercial General Liability of $1,000,000 per occurrence, $1,000,000 aggregate, $500,000 property damage, and property/casualty coverage insurance on Tenant's equipment on or in the Premises at replacement cost.

Definitions

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

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

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

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

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

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay quarterly, Aug 15, Nov 15, Feb 15 and May 15 the Base Rent to Landlord at Landlord's Address.

5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

6. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective tenants.

7. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted, such Tenant maintenance to include interior cleaning, pest control, and air-conditioning filter and light bulb replacement.

8. Report to Landlord within 24 hours all major repair/maintenance problems, and

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

9. Keep the area around the Premises and the Storage Space free of trash and debris at all times.

10. No storage of flammable or hazardous materials will be allowed in the Office Space. Cylinders of non-hazardous gases must be secured to prevent accidental rupture.

11. Vacate the Premises on the last day of the Term.

12. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Permit any waste.

4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

5. Change Landlord's lock system.

6. Alter the Premises without Landlord's written permission.

7. Allow a lien to be placed on the Premises.

8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Provide the Essential Services.

3. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows and doors, and (d) replace the air-conditioning/heating system when needed.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Stephen Bega

Title: CCHOA President

Date: _____

Giles & Shea, Inc.

By: _____

Printed Name: Terri Giles

Title: Giles & Shea, Inc. Owner

Date: _____