

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

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of April 28, 2021 board meeting minutes *Trinh Bartlett*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. April YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a.
- VII. Action Items
 - a. PPP Loan
 - b. AISD Landscape Proposals
 - c. Cove @ Circle C
 - d. Board Appointment
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

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

Circle C Homeowners Association
Board Meeting Minutes
April 28, 2021

1. The CCHOA Board of Directors convened on April 28, 2021, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:33 p.m. In attendance were board members Russ Hodes, Michael Chu, Jason Bram, Theresa Bastian, Trinh Bartlett and Natalie Placer-McClure. CCHOA Manager Karen Hibpshman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director), Clayton Hoover (Circle C Landscape) and Robert Bardeleben (Facilities Coordinator) were present.
2. Russ presented the April 28, 2021 agenda. Russ asked if there are changes to the agenda. Karen asked to add Pricilla Black to Homeowner Forum. Russ would like to add a policy change as an Action Item. Michael motioned to approve the agenda with the policy change and adding Pricilla to the Homeowner Forum. Natalie seconded the motion. All were in favor and the motion passed.
3. Russ presented the March 31, 2021 Board of Directors Meeting Minutes. Michael had the following changes. In the Homeowner Forum under Elli Overton's section, change in the wording so that it is all in third person. Add colon or period after each person's name. Natalie motioned to accept the minutes with the changes. All were in favor and the motion passed.
4. Russ introduced the Homeowner Forum. Pricilla Black – acknowledged all the efforts that this HOA made facing the new challenges that COVID and the snowstorm brought to our neighborhood. But I would like to speak as part of the homeowners that are not in favor of the new policies to use our facilities, especially our swimming pools.

The implications of COVID have negatively affected everybody especially in our mental health. Many of us are facing challenges that are stressful, overwhelming and causing strong emotions in our neighborhood. We have families, kids, teenagers, seniors that feel frustrated and isolated. We want the pools back; we want the freedom to enjoy them.

It is frustrating to all the homeowners to walk or drive by all these amazing facilities which we pay for and do not have access to. Not even having easy access to the information of why these strict decisions were made. I am afraid of the mental health consequences in our kids, teenagers and families, because of your decisions and the level of strictness that has been taken.

As of July 2020, many adults are reporting specific negative impacts on their mental health and well-being such as difficulty sleeping or eating, increases in alcohol consumption or substance use, and worsening chronic conditions, due to worry and stress over the coronavirus.

Having our pools open with very strict policies is making us be part of these statistics. Your decisions in the past have been taken for safety precautions and protect the

community, now based on CDC guidelines it is safe. Things have changes, some people are vaccinated, many places have pools open.

Other than hiring new staff which you control, what is specifically preventing this HOA from opening every Circle C pool in limited capacity during the week? Why is signing a waiver before entering is not enough to have them open in limited capacity without reservations? What standards or regulations are you applying to decide 20% as limited capacity is considered “safe” and not more? If most homeowners do not agree with this new pool policy, is there something we can do about it?

5. Karen provided the management report and the YTD Financials. Violations for yards are ongoing, watching yards that still need freeze clean-up. 37 new Homeowner packets were sent. May 1st the Community Center is a voting location. May 14th we will have the 1st Food Trailer Night for 2021, we are working with HelloNabr so that tables are spread out and possible pre-ordering. More information will be coming.

We are opening the Community Center for reservations at 25% capacity. We will still be requiring residents to wear a mask when entering the building. We have received the insurance check from the storm damage minus the depreciation and the deductible. Staff is still evaluating the facilities and additional damage was found at Avana and GreyRock. Once the all the information is known, it will be submitted to the insurance adjuster. The additional damage was part of the same event so it should go easier with the claim.

There was no issue with the financials. Michael, what are the guidelines for Food Trailer Night. Karen will have that information in the next week. Trinh, how will communication will be rolled out. Karen, we will post the information on the website and also via blast email. Trinh asked if Brody can speak to Pricilla’s comments and also a response to the board? Russ – yes, it will be addressed and followed up in writing.

6. Clayton presented the landscaping report. The Carolina jasmine has been trimmed back. They have started the removal of the dead rosemary which was saved for last since it was already dead. Once we remove the rosemary, there will be areas with big holes, especially across from the Community Center, because there is a lot of rosemary there.

The Monterey Oaks are extremely stressed right now. They aren’t looking good but will give them longer to see if they come back, maybe mid-summer. They are native to Mexico except for one strand in South Texas, so they can’t handle the freezing temperatures. The Big Tooth maples are doing great, they are native to the Edwards Plateau, so they can handle the colder weather. This is way we diversity.

The node clocks have all been programed and will be installed once we know when we are going to turn on the water

7. Brody presented the aquatics report. We are open to some extent. In March we opened for lap swimming, on April 17th we added family swim lanes but the first weekend was cold so it wasn’t too busy. Lots of positive feedback from the following weekend when

the weather was nicer. On May 1st, we will reopen Avana by reservation, full use with no dedicated areas. Seals come back on May 3rd and we are prepping for that. We have 25 new lifeguards for a total of 60 lifeguards on staff but we are short on front desk staff. Our next lifeguard session is scheduled for May 7th and we currently have 6 signed up and hopefully that number will increase.

Trinh asked a question on behalf of Pricilla. I don't think the answer was properly explained which is...what is specifically preventing this HOA from opening every Circle C pool in limited capacity during the week and why signing a waiver before entering is not enough to have them open in limited capacity? Brody – the seasonal pools are usually not open during week during spring hours and we do not have the staff available right now.

8. Robert presented the maintenance report. We are busy getting the pools ready for opening, assessing freeze damage. Wade pool repairs are being done at the Swim Center and will not be completed until possible mid-June. The hot water circulating pump for the hot water heater was replaced at the Community Center. The beach entry at the Community Center is being done and is in the curing process. They will have to remove a thin layer of plaster at no extra cost to the HOA due to bonding issues. The tiles have also been replaced.

Maintenance is working on the bollard lights along Escarpment. We have had lightning strike and vehicular accident. We aren't able to get an exact replacement so we are working with the ACC on a suitable replacement.

Avana is 99% ready to open and it will be ready to open on Saturday. GreyRock is next on the list to get ready to open. The UV system on the splash features at Avana had freeze damage to the tank so that will need to be replaced. The drinking fountains at GreyRock also had freeze damage. Russ: Did we ever get the electrical short in GreyRock worked out? Robert: The GreyRock electrical short, we don't know who got into the junction box and disconnected a bunch of wires but we fixed it.

9. The first discussion item was the Escarpment Loop project. There is no update.
10. The second discussion item was the AISD Landscape Proposal. Karen: We did get two proposals, one of the proposals is still blacked out. I did go back and forth about the replacement of the muhly grasses and turn areas. AISD wanted to argue about hand watering the sod. They also clarified the bid included scraping and adding top soils. The outstanding question to AISD is how are they planning on handling connecting the irrigation to our system. I'm not comfortable with them connecting to our irrigation system. Circle C Landscaping is troubleshooting the controller so that the irrigation will operate going south and Karen will work on getting that reimbursed by AISD. The package is out of order and Karen needs to correct before uploaded to the website. Russ pointing out the Escarpment at Southwest Elementary School Irrigation for \$4,800. Clayton, yes, AISD was working on a proposal but there was initial work done so that the plants wouldn't die in the summer so we did the work only to restore the clock but the

rest of the work hasn't been done yet. Theresa: Why does this still say a proposal then?
Russ: Maybe we need to reword that.

11. The third discussion item was the Cove at La Crosse. Russ: Is that what it's called Karen? What is the name? Karen: Yes, it's the Cove at La Crosse, AVI was the original builder. They changed their name, the ACC reviewed all of their plans because they were residential and we brought them into Circle C. The St. Augustine lot was divided into two lots which makes it part of the Commercial HOA. This means, these owners do not have access to our amenities. The owners thought they were part of Circle C HOA so we are working on an agreement for them to be able to use our facilities. It's the same type of agreement that we have with Rowell HOA, but the developer asked for the agreement to be in place for 30 years versus 20 years. Patty also added language to clarify that they will not have voting rights, this gives them amenity access only. The agreement has been sent to the attorneys for review.

Russ: This is awfully long. Why don't we just charge them 90% of the fees instead of dollar figures? Karen: I will ask Patty why we originally set it up this way. Russ: Has Patty looked at this? Karen stated yes, Patty has reviewed. Michael: This isn't longer than our agreement with Rowell. It looks the same. For Rowell, do we notify them when our prices change?

Russ: The original agreement had management and builder fees. Is all of this ignored now? Karen; those are written in the settlement agreements. They are not party of this agreement. Russ: OK, that was in the original agreement. So, they are not a member of the HOA and do not have voting rights, correct: They are simply paying to use our amenities. Karen: That is correct.

12. The first action item was Circle C North. Karen: We were able to get the water meter in Circle C North. Originally the water for Circle C North came from a meter in Vintage Place. The Slaughter Lane Corridor Project will have new sidewalks installed the length of Slaughter Lane and the mainline was in direct conflict with Corridor Project. Update – the Corridor Project that was originally scheduled for 2022 has been pushed to 2023 due to a pond design issue that is needed for this project. I have been working with an engineer to get a proposal. Most engineer companies are busy with larger projects and are not interested in smaller project (under \$100K). The smaller project, like \$10K ones, are too small and many are not interested. I did find an engineer that I'm working with, they can do what they call a site plan review. Fees are \$300 each (better than we thought they would be). Normally we would pay \$3,000 for the City of Austin to do the work, we have 6 sleeves that have to be done.

Michael: This is at Barstow? Karen: Yes, from Barstow to Allerton. Michael: We will need 6 sleeves for that area? Karen: Yes. Russ: That is expensive. Karen: It's actually \$288 a piece so that total cost is \$1,800. It will be about \$3,000 for the City of Austin site review fees. Theresa: What about Allerton? Karen: I'm going to look into the cost of using fire hydrants or getting sleeves. Theresa: If it is this much trouble to get these 6 sleeves done, how will we get them later, if we don't get them at the same time. Karen:

The engineer is trying to keep his costs low. We can add Allerton to it also. The engineer will handle all interactions with the city (permits, etc.). I would like to get started with the engineer. Michael: So how much would it all be? Karen: \$5,000-\$6,000. Russ: I need a motion to allow for \$6,000 for the engineering. Theresa: Is what we need: Russ: Yes.

Michael motioned to allow for up to \$6,000 for the engineering for the sleeves. Trinh: If we do this and the amount turns out to be over \$6,000 would we need another motion? Karen: Yes, if that happened, I would come back to the board. Trinh: Couldn't we just wait until we find out how much the total cost will be? Michael: If we have to wait and table this for a month, then the engineer can't get started. Theresa: There is already a motion on the table. Trinh: Could we pull the motion now until we have a total amount set? Theresa: We have talked about Circle C North for a long time. I don't want to wait if we have somebody already interested in the job. Michael: I amend the motion to allow up to \$7,000 then. Is that the concern? Trinh: If it's possible, I would like to have a firm bid with the exact amount before we do anything. Natalie: Are you not comfortable with a cap? Is that the concern? Trinh: Yes. Natalie: Could we motion to include Allerton in the bid? Trinh: Yes.

Michael: I would like to add a qualifier to include Allerton with the price not to exceed \$7,000. Theresa: Does this second motion need to be re-seconded then? Michael: Yes, I think so. Theresa seconded the motion. Russ: All in favor? All were in favor and the motion passed. Russ: For the record, Karen does have a budget for this but comes to us for small things to update us

13. The seconded action item was the Monument Landscaping Proposal. Karen: I have included the original proposal. The moving of the mainline held things up. I do have drawings to share with the board. On this proposal, the valves are set up in preparation for the Slaughter Lane Corridor Projects will be coming through the new right-of-way along Slaughter Lane (29 feet). We wouldn't have any valves in the right-of-way, only drip irrigation and some turf. It would be set up with 2-wire with its own clock. The Escarpment/Slaughter Lane intersection will be at the very end of the project (2023), not at the beginning as expected. I wanted to see if the board was willing to revisit this. The new irrigation would be set up so that once the mainline is moved, it would be able to be reconnected fairly easy.

Michael: In the Jan/Feb board meeting, we discussed this but didn't do it because we were worried the city would tear it up. Karen: I was able to get a better understanding for the mainline being moved in the future. So, we could do it and not hold up landscaping at the monument site. Michael: I was fine with doing it then and I'm fine with doing it now. Theresa: Who did this bid? Karen: Circle C Landscaping. Theresa: Are the prices still good? This was done in January. Clayton: We will honor it, but we don't want to push things too far out. Prices are going up; things are crazy right now.

Michael: I make a motion to move forward on the landscaping and irrigation changes for the monument at a cost of \$35,000. Natalie seconded the motion. All were in favor and the motion passed.

14. The third action item was the AISD Landscaping proposal. Karen asked that this be tabled. Russ: Yes, we don't like blank statements. Michael: that would be better than blacked out. Michael motion to table the landscape proposals. Jason seconded the motion. All were in favor and the motion passed.
15. The fourth action item was Legal Collections Attorney. Russ: Karen, did you receive the additional bids for collection attorneys. Karen: All the attorneys are very different in their approach. The main thing on collections is that the collection fees are passed onto the residents. It's also not automatic to send them to the attorney's office. Patty is retiring and will work part-time for Niemann & Heyer. She knows our history and procedures. We wouldn't have to go through a new learning process with her.

Michael: We have 3 proposals. Only one had a per hour rate. I'm not concerned about the flat structure. We are effective with communicating with the homeowners. This has worked well in the past. I'm confident with Patty. I have worked with the Weichert Law Firm. I know some of the lawyers, so I'm comfortable with them too. I'm not as comfortable with the third. Patty has been effective with her work in the past. We don't want to foreclose. We would rather work with the homeowner to settle.

Russ: They all seem similar. My only point is that 95% of our legal work is filing liens. I agree with Michael, we do not want to foreclose. I'd be happy with any of the three. Karen: when we get a judgement with a past due amount, Patty works directly with the constable's office. They knock on the homeowners' doors and work out a payment option with them, so we don't have to go to court. Russ: Anytime we go through the foreclosure process, there are court costs and it does get expensive. I've work with Niemann & Heyer, so that is my choice. I'm anxious to hear what others think. Karen: I've worked with all three in the past, so I am comfortable with all three. Jason: So, it seems like we are down to two. Michael: We don't have a strong reason not to have Patty do it. Why not go with her? If she weren't switching law firms, this wouldn't be an action item, right? Russ: Is this a recurring item. Karen: It can be terminated anytime

Michael motioned to use Niemann & Heyer. Natalie seconded the motion. All were in favor and the motion passed.

16. The fifth action item was Board Appointment. Michael: We have not discussed this enough. Russ asked Karen to reach out to all the candidates and if she had heard back. Karen: No, not all of them. Kimberly did reach out to us. Trinh: I thought this was held only in executive. Russ: Can we discuss it now or we can make a motion to table this? Natalie made a motion to table. Michael seconded the motion. All were in favor and the motion passed.

17. Natalie: People are more prone to speak at the meetings, which is great but we also need to get to the business in the meetings. Do we want questions to be submitted 3 days in advance, so we have time to answer them? Russ: I thought we were talking about abbreviating the manager's reports. Natalie: Is it necessary to allow everything people bring up or is it better to condense? Michael: I feel there is value in reading the manager's reports for the people to hear. It's only a couple of extra minutes. My feeling on the homeowner's forum issue, I haven't thought that through. Russ: Why don't we table this? The intent is to shorten the meeting. Natalie made a motion to table. Michael seconded the motion. All were in favor.
18. Jason motioned to adjourn the Public Meeting at 7:54 pm. Theresa seconded the motion. All were in favor and the motion passed.
19. The Board went into executive sessions at 8:01 pm to discuss the Board Appointment. No votes or actions were taken. The Board adjourned the executive session at 8:40pm.

**Circle C Homeowners Association
Manager's Report
April 26, 2021 – May 21, 2021**

Violation Report (April 26th, 2021 – May 21st, 2021)

135 Violations

- 49 (36.30%) Rubbish and Debris
- 43 (31.85%) Front Yard Maintenance
- 6 (4.44%) Architectural
- 7 (5.19%) Vehicle Storage
- 12 (8.89%) Repair of Exterior Damages
- 9 (6.67%) Exterior Lighting
- 2 (1.48%) Fencing
- 5 (3.70%) Use Limitations
- 1 (.74%) Offensive Activities
- 1 (.74%) Driveway

135 Violations by Stage

- 1 (.74) stage 0
- 125 (92.59%) stage 1/cooperative letters
- 7 (5.18%) stage 2 letters
- 2 (1.48%) stage 3 letters

137 Violation Updates/Creates

- 68 (50.37%) Closed
- 51 (37.78%) New
- 12 (8.89%) Escalated
- 4 (2.96%) Re-Opened
- 2 (1%) Attorney

Administration

30 New Homeowner Packets mailed April 24th – May 14th

Financial

AP checks were signed May 20th with Terri Giles

Upcoming Special Events

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

June 30th – June Board Meeting

Project/Updates

- Reservations have started at the Community Center. We have expanded to a 50% capacity and will continue to evaluate for expanding the capacity
- Employees are back in the office. The doors have not been unlocked at this point but meeting with residents by appointment. We will still be requiring facemasks when entering the building.
- Working with AISD on their bid. AISD provided a narrative on the scope which was received just prior to the April board meeting. Additional questions were “how was the contractor going to connect to our existing system”? I haven’t been able to get a good response on this. AISD proposed working collaboratively with Circle C to ensure the repairs are done correctly and activating the system while they are onsite to ensure no additional damage that is associated with the school construction. Have requested the irrigation plans that the contractor will use and also asked who will cover the cost of the collaborative work between AISD and CCHOA.
- Storm damage insurance claim – Additional damage was found at the Avana pool showers and added to the existing claim. The insurance claim check was received of \$2,563.68 for a total claim payment of \$16,119.73.
- Repaving in Avana – the contractor working on the repaving project throughout the Avana section of the neighborhood reached out and had asked to set up a meeting with the residents. I have scheduled a zoom meeting for June 3rd and have sent out the information to a couple of owners to post on the Avana Facebook pages so that we not only reach the Avana residents but also the Rowell residents.
- An update on the landscaping storm damages will be given during the landscaping report.
- Staff is still evaluating all of the facilities and outlying areas for damages

- **Capital Projects**

2021 Capital Budget Projects include:

Swim Center – Pool Covers	Completed
Swim Center – Wade Pool Repairs	Started – Estimated Completion 6/15
Avana – Refinish splash pad feature	Completed
Swim Center/Café – repair/seal exterior walls	Completed
Community Center – replace 5 funbrellas	Completed
Avana – shade structure	Completed
Swim Center – Seal coating/Restriping	Completed

Community Center Partial Replaster	Started – Estimated Completion 6/15
Escarpment Loop Project	Not Started
Circle C North Improvements	Water meter has been installed. Working with an engineer on next phase
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

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

2021 CCHOA INCOME BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	Totals	%
Homeowner Income	Homeowner Dues	\$4,000,000	\$44,204.58	\$965,187.64	\$732,392.52	\$133,337.92	\$1,875,122.66	47%
Homeowner Income	Resale Certificates	\$78,075	\$5,175.00	\$5,850.00	\$8,100.00	\$9,900.00	\$29,025.00	37%
Homeowner Income	Transfer Fees I0come	\$61,250	\$4,200.00	\$1,925.00	\$5,600.00	\$6,125.00	\$17,850.00	29%
Homeowner Income	Late Fees Collected	\$20,000	\$2,040.63	\$3,026.81	\$3,383.31	\$2,285.46	\$10,736.21	54%
Homeowner Income	Lien Admin Fees Income	\$420	\$189.06	\$126.00	\$168.00	\$28.00	\$511.06	122%
Homeowner Income	Filing Fee Income	\$1,680	\$714.00	\$504.00	\$712.54	\$163.67	\$2,094.21	125%
Homeowner Income	NSF Charges	\$100	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00	50%
Homeowner Income	Collection Fee Income	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Homeowner Income Total		\$4,161,525	\$56,523.27	\$976,619.45	\$750,406.37	\$151,840.05	\$1,935,389.14	47%
Architctural Review Income	Architctural Review I0come	\$10,000	\$4,255.00	\$1,255.00	\$2,380.00	\$2,270.00	\$10,160.00	102%
Architctural Review I0come Total		\$10,000	\$4,255.00	\$1,255.00	\$2,380.00	\$2,270.00	\$10,160.00	102%
Rental Income	Office Rent	\$14,400	\$2,193.28	\$0.00	\$2,646.00	\$0.00	\$4,839.28	34%
Rental Income	Grill Rent	\$6,300	\$262.50	\$0.00	\$1,313.25	\$0.00	\$1,575.75	25%
Rental Income Total		\$20,700	\$2,455.78	\$0.00	\$3,959.25	\$0.00	\$6,415.03	31%
Aquatics Income	Pool Programs	\$85,000	\$3,383.00	\$0.00	\$1,170.00	\$2,250.00	\$6,803.00	8%
Aquatics Income	Pool Programs - Swim Team	\$107,500	\$9,840.00	\$0.00	\$4,865.00	\$6,415.00	\$21,120.00	20%
Aquatics Income	Facility Income	\$37,500	\$3,605.32	\$0.00	\$0.00	\$254.00	\$3,859.32	10%
Aquatics Income Total		\$230,000	\$16,828.32	\$0.00	\$6,035.00	\$8,919.00	\$31,782.32	14%
CCCC Income	CCCC Facility Rentals	\$40,000	\$5,510.75	\$320.00	\$285.00	\$250.00	\$6,365.75	16%
CCCC Income Total		\$40,000	\$5,510.75	\$320.00	\$285.00	\$250.00	\$6,365.75	16%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Miscellaneous	Interest Income	\$15,000	\$1,049.41	\$143.92	\$297.43	\$387.85	\$1,878.61	13%
Miscellaneous	Sales Tax Discount	\$0	\$1.13	\$0.00	\$0.00	\$0.00	\$1.13	
Miscellaneous Total		\$15,000	\$1,050.54	\$143.92	\$297.43	\$387.85	\$1,879.74	13%
Rowell Reimbursement	The Rowell HOA	\$60,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$26,184.40	44%
The Rowell Total		\$60,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$26,184.40	44%
Grand Total		\$4,651,825.00	\$112,808.06	\$978,338.37	\$763,363.05	\$163,666.90	\$2,018,176.38	43%

2021 CCHOA EXPENSE BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,299,959	\$102,867.33	\$108,300.24	\$108,300.24	\$108,300.24	\$427,768.05	33%
Commons Area Services	Contract Landscape SC	\$33,426	\$2,652.88	\$2,785.53	\$2,785.53	\$2,785.53	\$11,009.47	33%
Commons Area Services	Contract Landscape CCCC	\$33,426	\$2,652.88	\$2,785.53	\$2,785.53	\$2,785.53	\$11,009.47	33%
Commons Area Services	Contract Landscape AV	\$23,703	\$1,881.23	\$1,975.29	\$1,975.29	\$1,975.29	\$7,807.10	33%
Common Area Services	Contract Landscape GR	\$23,703	\$1,881.23	\$1,975.29	\$1,975.29	\$1,975.29	\$7,807.10	33%
Common Area Services	Common Area Holiday Lighting	\$48,288	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$80,000	\$0.00	\$10,698.00	\$10,592.34	\$11,398.00	\$32,688.34	41%
Commons Area Services	Landscape Water Utilities	\$255,000	\$5,771.47	\$6,099.24	\$4,336.95	\$3,383.14	\$19,590.80	8%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$0.00	\$3,570.00	\$0.00	\$0.00	\$3,570.00	45%
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,861.21	\$2,724.28	\$2,581.38	\$2,562.28	\$10,729.15	30%
Common Area Services	Tree Care	\$50,000	\$2,250.00	\$0.00	\$17,500.00	\$8,375.00	\$28,125.00	56%
Commons Area Services	Fence Repairs & Maint	\$7,000	\$0.00	\$0.00	\$108.87	\$0.00	\$108.87	2%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$0.00	\$771.60	\$1,164.92	\$249.88	\$2,186.40	18%

Common Area Services	Neighborhood Maint & Repair	\$20,000	\$1,017.55	\$238.25	\$3,707.96	\$380.01	\$5,343.77	27%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services Total		\$1,950,505	\$123,835.78	\$141,923.25	\$157,814.30	\$144,170.19	\$567,743.52	29%
Aquatics Facilities	Administrative	\$64,000	\$2,505.49	\$537.41	\$6,137.42	\$2,877.11	\$12,057.43	19%
Aquatics Facilities	Supplies - Pool	\$25,000	\$2,349.45	\$0.00	\$83.52	\$1,601.45	\$4,034.42	16%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$2,305.18	\$368.65	\$3,384.12	\$6,282.71	\$12,340.66	17%
Aquatics Facilities	Supplies & Fees - Swim Team	\$22,500	\$1,820.57	\$120.00	\$0.00	\$638.55	\$2,579.12	11%
Aquatics Facilities	Maintenance - Pool	\$89,300	\$3,108.12	\$180.00	\$20,671.63	\$3,135.46	\$27,095.21	30%
Aquatics Facilities	Maintenance - Building	\$63,100	\$2,448.21	\$2,715.04	\$5,463.05	\$4,626.15	\$15,252.45	24%
Aquatics Facilities	Payroll - Staff	\$733,000	\$22,490.05	\$10,285.03	\$11,478.54	\$45,714.73	\$89,968.35	12%
Aquatics Facilities	Payroll - Programming Staff	\$41,000	\$361.05	\$0.00	\$0.00	\$0.00	\$361.05	1%
Aquatics Facilities	Payroll - Swim Team	\$102,000	\$7,763.13	\$4,367.11	\$4,335.49	\$14,035.42	\$30,501.15	30%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,628.27	\$1,697.07	\$1,805.58	\$1,918.97	\$7,049.89	23%
Aquatics Facilities	Avana _Utilities-Water	\$4,500	\$282.65	\$449.56	\$0.00	\$378.51	\$1,110.72	25%
Aquatics Facilities	GR - Utilities - Water	\$4,000	\$200.96	\$154.39	\$171.88	\$246.50	\$773.73	19%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$1,989.86	\$2,073.37	\$3,537.52	\$2,056.28	\$9,657.03	34%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$667.02	\$833.17	\$442.35	\$587.42	\$2,529.96	21%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$414.88	\$393.06	\$460.31	\$372.41	\$1,640.66	27%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,129.24	\$269.32	\$1,713.00	\$3,114.22	\$8,225.78	26%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$12,000	\$169.86	\$538.97	\$899.34	\$539.17	\$2,147.34	18%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$170.96	\$202.27	\$207.75	\$126.05	\$707.03	14%
Aquatics Facilities	GR - Telephone/Internet	\$5,000	\$202.32	\$176.39	\$191.89	\$176.44	\$747.04	15%
Aquatic Facilities Total		\$1,349,400	\$54,007.27	\$25,360.81	\$60,983.39	\$88,427.55	\$228,779.02	17%
Circle C Community Center	Utilities - Water	\$27,000	\$2,628.03	\$307.13	\$324.62	\$313.14	\$3,572.92	13%
Circle C Community Center	Utilities - Electric	\$24,000	\$15.00	\$1,519.45	\$1,669.66	\$1,072.40	\$4,276.51	18%
Circle C Community Center	Utilities - Telephone/Internet	\$9,000	\$650.37	\$664.07	\$664.07	\$664.07	\$2,642.58	29%
Circle C Community Ctr	Events Payroll	\$6,000	\$722.42	\$0.00	\$0.00	\$0.00	\$722.42	12%
Circle C Community Center	Maintenance - Building	\$50,000	\$3,405.24	\$2,078.12	\$1,600.79	\$3,137.67	\$10,221.82	20%
Circle C Community Ctr Total		\$116,000	\$7,421.06	\$4,568.77	\$4,259.14	\$5,187.28	\$21,436.25	18%
Maintenance Operations	Office Supplies	\$1,500	\$0.00	\$0.00	-\$9.73	\$72.48	\$62.75	4%
Maintenance Operations	Employee Education	\$1,200	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00	11%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Staff Recruitment	\$300	\$35.00	\$0.00	\$0.00	\$0.00	\$35.00	12%
Maintenance Operations	Safety Equip/Supplies	\$1,400	\$334.33	\$0.00	\$192.36	\$0.00	\$526.69	38%
Maintenance Operations	Maintenance Payroll	\$180,000	\$13,346.48	\$13,346.48	\$13,346.48	\$20,019.72	\$60,059.16	33%
Maintenance Operations	Pool Tech	\$69,000	\$3,335.00	\$3,000.00	\$3,000.00	\$4,500.00	\$13,835.00	20%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,262.55	\$1,080.63	\$1,091.07	\$4,047.51	\$7,481.76	50%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$5,000	\$0.00	\$0.00	\$535.69	\$70.86	\$606.55	12%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$277,200	\$18,448.36	\$17,427.11	\$18,155.87	\$28,710.57	\$82,741.91	30%
HOA Operations	Office Supplies	\$9,000	\$2,458.77	\$0.00	\$560.99	\$448.14	\$3,467.90	39%
HOA Operations	Equip & Maintenance	\$15,000	\$152.30	\$142.14	\$461.13	\$216.45	\$972.02	6%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$267.52	\$187.82	\$302.14	\$130.97	\$888.45	11%
HOA Operations	Postage	\$16,000	\$3,749.90	\$2,163.60	\$28.00	\$1,258.36	\$7,199.86	45%
HOA Operations	Web Operations	\$3,000	\$20.47	\$881.45	\$20.47	\$20.47	\$942.86	31%
HOA Operations	Printing	\$2,000	\$592.34	\$0.00	\$0.00	\$48.71	\$641.05	32%
HOA Operations	HOA Meetings	\$5,000	\$672.34	\$0.00	\$170.56	\$126.50	\$969.40	19%
HOA Operations	Deed Restrictions	\$5,000	\$708.56	\$708.56	\$0.00	\$708.56	\$2,125.68	43%
HOA Operations	HOA Special Events	\$30,000	\$9,997.93	\$0.00	\$0.00	\$0.00	\$9,997.93	33%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$793.70	\$201.70	\$65.50	\$1,060.90	53%
HOA Operations Total		\$95,000	\$18,620.13	\$4,877.27	\$1,744.99	\$3,023.66	\$28,266.05	30%
Financial Management	Management Services	\$113,000	\$9,314.25	\$9,314.25	\$9,314.25	\$9,361.81	\$37,304.56	33%
Financial Management	Resale Certificate	\$17,350	\$800.00	\$1,650.00	\$1,000.00	\$2,250.00	\$5,700.00	33%
Financial Management	Lien Filing Administrative Fees	\$2,500	\$208.00	\$0.00	\$0.00	\$598.00	\$806.00	32%
Financial Management	Bank Fees	\$40,000	\$2,542.07	-\$2,026.98	\$6,244.06	\$6,068.83	\$12,827.98	32%

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

Landscape planning underway

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

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

Avana: Bear Creek Elementary School Damage to west side
New Sidewalk at Bear Creek Elementary School Damage
Trissino/Cricoli area damaged by light pole installation
Main line for Bernia controller, isolated and located
Bernia controller check, underway

Greyrock: New Irrigation Installed
Rock Work Installed
Grass, installed, 100%
Plants installation, underway

Circle C Aquatics

April 2021

Spring Operations

Facility Usage	<i>Swim Center</i>		<i>Community Center</i>		<i>Avaña</i>		<i>Greyrock</i>		<i>All Facilities</i>	
	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD
Resident Entries	1,481	2,246		0		0		0	1,481	2,246
- Unique Residents	336	336		0		0		0	336	336
- Unique Households	205	205		0		0		0	205	205
Guest Entries		0		0		0		0	0	0
Other Entries	191	191		0		0		0	191	191
Total Entries	1,672	2,437	0	0	0	0	0	0	1,672	2,437

Incidents	<i>Swim Center</i>		<i>Community Center</i>		<i>Avaña</i>		<i>Greyrock</i>		<i>Total</i>	
	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD
Water Rescues	0	0		0		0		0	0	0
First Aid Responses	1	2		0		0		0	1	2
Sudden Illness Treatments	1	1		0		0		0	1	1
Patron Behavior Incidents	0	0		0		0		0	0	0
Biohazard Cleanups	0	0		0		0		0	0	0
Suspensions/Expulsions	0	0		0		0		0	0	0
EMS/911 Callouts	1	1		0		0		0	1	1
Total Incidents	2	3		0		0		0	2	3
Incident per Entry Ratio	0.12%	0.12%							0.12%	0.12%

Revenue	Jan-21	YTD
Aquatics Programs	\$ 2,250	\$ 3,495
Swim Team	\$ 6,415	\$ 11,280
Guest Fees	\$ 0	\$ 0
Area Reservations	\$ 0	\$ 0
Facility Rentals	\$ 0	\$ 0
Lane Rentals	\$ 0	\$ 0
Other Facility Income	\$ 254	\$ 254
Total Aquatics Revenue	\$ 8,919	\$ 15,029

Programs	Apr-21
Select Swim Team	28
Masters Swimming	0
Group Swim Lessons	0
Private Swim Lessons	0
Water Aerobics	0
Certification Courses	24
WSI Course	0
Total Participants	52

Reservations & Rentals	<i>Swim Center</i>		<i>Community Center</i>		<i>Avaña</i>		<i>Greyrock</i>		<i>Total</i>	
	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD	Apr-21	YTD
Area Reservations	0	0	0	0	0	0	0	0	0	0
Private Rentals	0	0	0	0	0	0	0	0	0	0
Lap Lane Reservations	1,276	2,012	0	0	0	0	0	0	1,276	2,012
Family Swim Lane Areas	50	50	0	0	0	0	0	0	50	50
Pool Use Reservations	0	0	0	0	0	0	0	0	0	0
Total Reservations	1,326	2,062	0	0	0	0	0	0	1,326	2,062

Aquatics Staffing	Apr-21
Lifeguards/Head Guards	62
Front Desk Staff	5
Instructors/Coaches	4
Total Staff	71

Resident Stats	Individuals	Households	Members / Household
Homeowners	16,798	5,366	3.13
Renters	1,403	394	3.56
New Members	141	44	
Totals	18,201	5,760	3.16

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

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Wade Pool Repairs Started—estimated completion date is 6/15

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- We have a broken window at the Community Center—weed-eater threw a rock—estimated completion date is by 6/4—building is secure as only outer pane shattered
- Replaced Leaking Coil in HOA office HVAC system

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.
- Repairs to Beach Entry, Tile, and Splash Pad started—Estimated Completion of 6/15

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Spotlight and Bollard Repairs along Escarpment completed 95%--Waiting on one new bollard fixture—estimated 6/15
- Ongoing Graffiti Removal
- Two New Trash Cans installed in Greyrock
- New Tables and Benches installed at Wildflower Playground

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- Shower Valve Replacements completed—covered under insurance claim
- UV System Replaced—covered under insurance claim
- Pool has opened---all is in good working order

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- Pool is ready for opening Memorial Day Weekend



Groundbreaking Since 1908.

Circle C HOA Landscaping – To Be Completed

Proposal includes the following scope or work items:

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

Circle C Landscape

Bid for Escarpment Restoration

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

The current irrigation system is not working

1. Southwest Corner Trissino and Escarpment

Aproximate Area: 2500 s.f.

Clean, scrape and haul off rock tailings and debris

Rebuild drainage swale from sidewalk bridge to box drain

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

Add 3" Thunder Garden Soil in bed areas

Install Plants to include:

10 Lindeheimer Muhly 1 gallon

20 Mexican Bush Sage 1 gallon

30 Mexican Feathergrass 1 gallon

Reset drip irrigation

Mulch

Water In by hand and monitor grow in for 30 days

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

Area: 31,600 s.f.

Kill, clean scrape and dispose of existing turfgrass areas

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

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

Add 3" screened chocolate loam in all disturbed areas

Add 1" screened chocolate loam in all preserved areas

Grade and smooth to turf grass installation surface standards

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

Rebuild rock drains at north and south ends

Install Pallasades Zoysia in all turf areas

Install two replacement 45 gallon shade trees

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

Total Pricing: \$112,800

AMENITIES AGREEMENT

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

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

RECITALS

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

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

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

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

4. Amenity Fee. No later than thirty (30) days after each Unit in the Cove at Circle C Tract closes under a sale to a third-party purchaser, Cove at Circle C OA will begin paying CCHOA a fixed sum per year as compensation for use of the Shared Common Areas. In the first year, starting with May 1, 2021, Cove at Circle C OA will pay to CCHOA \$703.00 per year for each Unit subject to Cove at Circle C Declaration (the "Amenity Fee"), to be paid in equal semi-annual installments on May 1 and Oct 1st of each year. Notwithstanding the forgoing provision, Cove at Circle C OA will not be required to pay the Amenity Fee for developed residential Units subject to the Cove at Circle C Declaration which are, as of 30 days before each due date, then owned by (i) Cove at Circle C OA, (ii) Cove at Circle C Declarant (or any of its affiliates), or (iii) any owner who is in the business of constructing a Unit for resale to third parties. The Amenity Fee may be increased by CCHOA each year that the CCHOA Board of Directors increases the assessment for CCHOA members pursuant to the CCHOA Declaration. The amount of the increase shall be the same percentage increase as the percentage increase for CCHOA members. If Cove at Circle C OA fails to timely pay the Amenity Fee, CCHOA may deny access to the Shared Common Areas to all members of Cove at Circle C OA (including tenants and guests) until the Amenity Fee due, as well as all reasonable collection costs incurred with respect thereto and interest at 6% per annum accruing from the applicable due date, are paid to CCHOA.
5. Term. This Agreement (a) will run with and bind the Cove at Circle C Tract once the amendment of the Cove at Circle C Declaration described in Section 2 above has been validly adopted and recorded against the Cove at Circle C Tract in the Official Public Records of Travis County, Texas, and (b) inures to the benefit of and enforceable by each of the Parties, and their respective legal representatives, heirs, successors, and assigns, for an initial term of thirty (30) years. Such term shall roll over for additional ten (10) year periods each unless either party provides written notice to the other of intent not to renew no earlier than one (1) year before the expiration of the then existing term and no later than directly before the expiration of such term.
6. Default and Termination. If a Party fails to comply with any term or provision of this Agreement (the "Defaulting Party") and such failure or alleged failure is not cured within sixty (60) days after written notice of default has been provided to the Defaulting Party, the other association (the "non-Defaulting Party") shall have the right to (a) terminate this Agreement by providing written notice thereof to the Defaulting Party, and/or (b) enforce any or all rights hereunder. On termination, (i) CCHOA and Cove at Circle C OA shall each have the right to file a statement

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

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

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

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

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

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

CCHOA:

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

COVE AT CIRCLE C OA:

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

COVE AT CIRCLE C OA:

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

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

Notary Public - State of Texas

CCHOA:

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

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

Notary Public - State of Texas