

CCHOA Board Meeting Agenda
29 October 2025, 6:30pm
Circle C Community Center or via zoom

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of September 24, 2025 Board meeting minutes *David Lachance*
- IV. Homeowner Forum (3 min each)
(Homeowners may sign up to speak for the Homeowners Forum by calling the HOA manager at 512-288-8663 or sending an email to info@circlecranch.info at least a week before the meeting, in writing. Members will be given 3 minutes to address the board. The Board will send a reply through the HOA Office after the meeting.
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. September YTD Financials
 - b. Landscape Report, *Karen Hibpshman*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Discussion of Prop Q
 - b. Pool discussion
 - c. Stratus Project/Stratus Letter of Support
 - d. Billboards
 - e. 2026 Draft Budget
- VII. Action Items
 - a. New AISD Boundaries (Avana, GreyRock and Wildflower sections of Circle C)
 - b. November meeting date (Nov 19th or Dec 3rd)
 - c. CCL Office Contract
 - d. Annual Meeting Date (Mar 4th or 11th)
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. Rowell HOA

Attachments

- 1. September 2025 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
September 24, 2025**

1. The CCHOA Board of Directors convened on September 24, 2025, at the Community Center and via video conferencing (Zoom). Joanne Kinzer called the meeting to order at 6:34p.m. In attendance were board members Joanne Kinzer, Tom Griebel, Phil Gorman, John LaBarge, Paul Oveisi and David Lachance. Dave Duryee was not present. CCHOA Manager Karen Hibpshman (HOA Manager), Robert Bardeleben (Facilities Director) and Brody McKinley (Aquatics Director) were present.
2. Joanne presented the September 24, 2025 agenda. Joanne asked that we add deed restrictions to executive session. Paul motioned to approve the agenda with the change. Tom seconded the motion. All were in favor and the motion passed.
3. Joanne presented the August 27, 2025 Board of Directors Meeting Minutes. Tom motioned to approve the minutes as written. Paul seconded the motion. All were in favor and the motion passed.
4. Joanne introduced the Homeowner Forum. No homeowner signed up to speak.
5. Karen presented the management report.
6. Brody presented the aquatics report.
7. Robert presented the maintenance report.
8. Karen presented the landscaping report.
9. Karen presented the YTD Financials.
10. The first discussion item was the Pool Discussion. Karen and Brody met with Andrea Parson's, Head Parent/President of the Seals summer league on September 5th and it was great discussion and lots of ideas. Andrea was going to take back what was discussed to the rest of the Seals Leadership and provide more information on how they would like to see the meets run.

Joanne asked Andrea Parson (Head Parent) and Joel Stubbeffield (Meet Director) who were in attendance to speak concerning the meeting held on September 5th. Andrea had asked for a workshop to discuss and explain how Seals works. A few of the concerns is parking, drop off, safety, timeliness of the meets. The summer swim league needs to be fun for not only the swimmers but for the parents. Joe thinks that a workshop would be good to keep moving forward. Joanne asked that Seals Leadership puts together a list of the Seals wants/needs so that Karen and Brody can work on those with Seals. Suggested the Seals meet with the board yearly before the season or after the summer season to work through any issues or changes that are wanted.

- 11. The second discussion item was the Stratus Project/Stratus Letter of Support. This is still an informational gathering time for the board to review all information to make the best decision for the community. Karen will email the board the items that Stratus has agreed to for this project.

- 12. The third discussion item was the Billboards. The billboard designed are being worked on and Karen will share once those are received.

- 13. The fourth discussion item was the 2026 Draft Budget. Karen provided additional information and will work to schedule a workshop in the next couple of weeks.

- 14. The first action item was the Vintage Place wiring project. This project will take \$45K from the Swim Center Capital Improvement and put a new two-wiring irrigation system in at the Vintage Place entrance over the winter. The hard scape/plantings are included in the 2026 Draft Budget. John motioned to accept the Vintage Place wiring and take the \$45K from the Swim Center Capital Improvement. Paul seconded the motion. All were in favor and the motion passed.

- 15. John motioned to adjourn the Public Meeting at 8:30pm. Paul seconded the motion. All were in favor and the motion passed.

- 16. The board went into Executive Session at 8:35pm to discuss the Café and deed restriction. No decisions or actions were taken. The board adjourned executive session at 8:55pm.

Respectfully Submitted,

By: _____

Title: _Secretary_____

**Circle C Homeowners Association
 Manager's Report
 September 18, 2025 – October 24, 2025**

**Violation Report
 September 18, 2025 – October 24, 2025**

	July 29 - Aug 20, 2025	Sept 18 - Oct 24, 2025	Percentage of Total Violations	% Change		Aug 28 - Sept 22, 2024	Sept 25 - Oct 20, 2024	Percentage of Total Violations	% Change
Total Violations:	526	295		-43.92%		296	269		-9.12%
Rubbish/Debris	71	46	15.59%	-35.21%		49	46	17.10%	-6.12%
Front Yard Maintenance	327	173	58.64%	-47.09%		158	127	47.21%	-19.62%
Architectural	25	14	4.75%	-44.00%		11	11	4.08%	0.00%
Vehicle Storage	11	8	2.71%	-27.27%		9	13	4.83%	44.44%
Repair of Exterior Damages	20	14	4.75%	-30.00%		15	27	10.03%	80.00%
Exterior Lighting	10	11	3.73%	10.00%		1	2	0.74%	100.00%
Driveway	3	3	1.02%	0.00%		10	2	0.74%	-80.00%
Fencing	0	1	0.34%	0.00%		2	1	0.37%	-200.00%
Use Limitations	0	1	0.34%	#DIV/0!		0	1	0.37%	#DIV/0!
Recreational Equipment	8	5	1.69%	-37.50%		33	34	11.15%	3.03%
Offensive Activities	9	3	1.02%	-66.67%		0	1	0.37%	#DIV/0!
Common Properties	0	1	0.34%	0.00%		0	1	0.37%	0.00%
Maintenance	42	15	5.08%	-64.29%		5	3	1.11%	-40.00%
Abutting Landscaping	0	0	0.00%	0.00%		0	0	0.00%	0.00%
Window Covering	0	0	0.00%	#DIV/0!		0	0	0.00%	#DIV/0!
Backwashing of Pool	0	0	0.00%	0.00%					

	526	295			296	269		
Stage 1/Cooperative Letters	389	193	65.42%	-50.39%	252	203	85.93%	-19.44%
Stage 2 Letters	107	58	19.66%	-45.79%	38	46	11.25%	21.05%
Stage 3 Letters	30	43	14.57%	43.33%	6	18	2.50%	200.00%
Stage O	0	0	0.00%	0.00%	0	2	0.00%	#DIV/0!

	526	295			296	269		
On Hold	4	2	0.68%	0.00%	0	2	0.74%	#DIV/0!
Closed	217	119	40.34%	-45.16%	85	107	39.77%	20.56%
New	197	93	31.53%	-52.79%	178	115	42.75%	-35.39%
Escalated	103	71	24.07%	-31.07%	28	42	15.61%	50.00%
Re-Opened	5	10	3.39%	100.00%	5	3	0.74%	-40.00%
Attorney	0	0	0.00%	0.00%	0	0	0.00%	0.00%

Administration

21 New Homeowner Packets mailed September 13th – October 20th.

Financial

AP checks were signed on October 20th with Terri Giles

Upcoming Special Events

- Nov 1st – Call for Candidate Nominations
- Nov 2nd – Daylight Savings
- Nov 4th – Election/Voting Location
- Nov 26th – 28th – HOA Office Closed for Thanksgiving
- Nov Board Meeting – TBA
- Dec 6th – Kids Holiday Party

Project/Updates

- Mail theft is continuing to happen in Circle C. There have been two additional mail thefts this month. When we are able, we are providing video footage to the Postal Inspector. Spoke to a USPS employee that they are working on changing locks. There are older mailboxes that might need to be replaced to accommodate the new locks.
- According to the corridor program folks with the City of Austin, there is will be no roadway infrastructure work done at the Escarpment/Slaughter intersection. This is something that we will have to watch since at one time, they tried to put 10' sidewalks down both sides of Slaughter Lane, from FM1826 to MoPac. I am assuming that they ran into issues with putting in a pond at Escarpment/Slaughter.
- Billing sent to Rowell HOA for \$69,913.35 received.
- Billing sent to the Commercial HOA for \$54,500 received
- Billing sent to The Coves at Circle C received
- Second ½ HOA dues. We sent the 2nd assessment notices out via email to those who we had good emails for. A reminder notice was sent out July 29th for those that have not paid. We currently have 913 residents who have not paid. Additional notices are being emailed and mailed.
- Spectrum is installing their infrastructure in GreyRock. There have been several issues and these have been communicated to the project manager to address. Had a follow up to the follow up and they are having issues with the city and permits. I will stay on them to get this taken care of.
- License plate cameras. We have looked at several options and where they could be placed. I haven't been able to get any movement on the city about them being placed in the ROW. PacTak who we had the test camera installed at the main mail center has let us keep one camera installed as a demo camera. It was used on Thursday morning to catch the license plate number of individuals that were caught on camera stealing mail. The footage was uploaded to the Postal Inspector.

Capital Projects

2025 Capital Budget Projects include:

Billboard	Will Complete Q4 – Design ideas are currently in the works
GR – Replaster/repair to code	Completed
AV – Funbrella Repair/Replacement	Completed

GR- Funbrella Repair/Replacement	Completed
Maintenance Office HVAC Replacement	Completed
CC Pool Office HVAC Replacement	Completed
GR Pool Office HVAC Replacement	Completed
SC – Pool Covers	Estimated Delivery 11/15
SC – Lounge Chairs	Completed
CC – Lounge Chairs	Completed
AV – Lounge Chairs	Completed
GR – Lounge Chairs	Completed
CC – Pool Slide Refurbish/Gelcoat	Completed
CC – Splash Pad Bollard Edge Repairs	Completed
CC – Outside Trim	Completed
CC – Soffit Sand/Stain	Started – Est Completion 10/26
SC – Parking Lot Repairs/Seal & Stripe	Will complete in 2026
CC – Parking Lot Repairs/Seal & Stripe	Will complete in 2026
CC – Kitchen Countertop Replacement	Completed
CC – Carpet Replacement	Completed
SC – Slide Repair/Removal	Slide is repaired for operations for this year.
GreyRock crushed granite trail	Completed

SC – Landscaping	More information needed
Node Clock Replacement	Started
Rock Work	Started
Irrigation Upgrades	Started
Escarpment Loop Project	Started – Permit issue being resolved
CCN Improvement	Clean-up and additional planting has started
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta

Current or Future Projects

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

2025 CCHOA INCOME BUDGET

Category	Subcategory	2025 Budget	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Totals	%
Homeowner Income	Homeowner Dues	\$5,290,000	\$48,179.92	\$1,341,211.60	\$778,950.13	\$184,553.63	\$280,708.10	\$159,336.06	\$1,127,910.48	\$793,957.80	\$430,397.42	\$5,145,205.14	97%
Homeowner Income	Resale Certificates	\$50,625	\$4,050.00	\$2,250.00	\$4,725.00	\$4,725.00	\$4,725.00	\$3,600.00	\$6,300.00	\$2,925.00	\$4,050.00	\$37,575.00	74%
Homeowner Income	Transfer Fees I0come	\$41,125	\$1,400.00	\$2,625.00	\$3,675.00	\$2,625.00	\$3,325.00	\$4,550.00	\$4,550.00	\$3,150.00	\$2,100.00	\$28,000.00	68%
Homeowner Income	Late Fees Collected	\$35,000	\$1,982.88	\$1,667.39	\$2,059.43	\$4,598.38	\$9,333.10	\$7,731.07	\$4,343.87	\$2,872.28	\$718.72	\$35,307.12	101%
Homeowner Income	Lien Admin Fees Income	\$900	\$83.00	\$69.00	\$345.00	\$997.00	\$714.00	\$356.00	\$600.00	\$450.00	\$0.00	\$3,614.00	402%
Homeowner Income	Filing Fee Income	\$800	\$112.00	\$56.00	\$280.00	\$448.00	\$606.00	\$424.00	\$450.00	\$300.00	\$21.00	\$2,697.00	337%
Homeowner Income	NSF Charges	\$50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00	50%
Homeowner Income	HOA Fine Income	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Homeowner Income Total		\$5,418,500	\$55,807.80	\$1,347,878.99	\$790,034.56	\$197,947.01	\$299,636.20	\$175,997.13	\$1,144,179.35	\$803,655.08	\$437,287.14	\$5,252,423.26	97%
Architectural Review Income	Architectural Review I0come	\$10,000	\$535.00	\$1,100.00	\$685.00	\$1,160.00	\$545.00	\$535.00	\$720.00	\$1,040.00	\$955.00	\$7,275.00	73%
Architectural Review Income Total		\$10,000	\$535.00	\$1,100.00	\$685.00	\$1,160.00	\$545.00	\$535.00	\$720.00	\$1,040.00	\$955.00	\$7,275.00	73%
Rental Income	Office Rent	\$10,000	\$0.00	\$1,834.11	\$0.00	\$0.00	\$1,834.11	\$0.00	\$0.00	\$4,480.11	\$0.00	\$8,148.33	81%
Rental Income	Grill Rent	\$6,300	\$1,050.60	\$0.00	\$1,050.60	\$0.00	\$1,050.60	\$525.30	\$525.30	\$0.00	\$0.00	\$4,202.40	67%
Rental Income Total		\$16,300	\$1,050.60	\$1,834.11	\$1,050.60	\$0.00	\$2,884.71	\$525.30	\$525.30	\$4,480.11	\$0.00	\$12,350.73	76%
Aquatics Income	Pool Programs	\$65,000	\$1,572.00	\$724.50	\$10,127.00	\$13,876.00	\$14,332.65	\$18,444.50	\$9,532.50	\$5,264.00	\$4,029.50	\$77,902.65	120%
Aquatics Income	Pool Programs - Swim Team	\$136,500	\$15,400.00	\$15,070.00	\$15,160.00	\$18,075.00	\$19,249.00	\$10,445.00	\$9,625.00	\$16,725.00	\$15,537.50	\$135,286.50	99%
Aquatics Income	Facility Income	\$41,500	\$730.00	\$2,894.00	\$2,894.00	\$10,611.60	\$6,268.02	\$12,333.00	\$4,866.00	\$7,072.00	\$29,199.50	\$75,904.12	183%
Aquatics Income Total		\$243,000	\$17,702.00	\$17,724.50	\$28,181.00	\$42,562.60	\$39,849.67	\$41,222.50	\$24,023.50	\$29,061.00	\$48,766.50	\$289,093.27	119%
CCCC Income	CCCC Facility Rentals	\$70,000	\$5,888.75	\$6,108.75	\$8,512.50	\$4,903.50	\$12,132.50	\$15,665.00	\$6,843.75	\$5,340.50	\$6,495.25	\$71,890.50	103%
CCCC Income Total		\$70,000	\$5,888.75	\$6,108.75	\$8,512.50	\$4,903.50	\$12,132.50	\$15,665.00	\$6,843.75	\$5,340.50	\$6,495.25	\$71,890.50	103%
Landscape Reimbursement: Stratus Reimb		\$114,450	\$54,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,500.00	\$0.00	\$109,000.00	95%
Landscape Reimbursement: COA Reimb		\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$0.00	\$0.00	\$17,600.00	100%
Landscape Reimbursements Total		\$132,050	\$54,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$54,500.00	\$0.00	\$126,600.00	96%
Credit Card Rewards		\$0	\$500.00	\$500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$4,000.00	#DIV/0!
Miscellaneous	Interest Income	\$75,000	\$4,464.42	\$3,657.00	\$5,919.18	\$5,348.63	\$4,789.13	\$4,472.71	\$4,232.34	\$5,141.14	\$4,993.06	\$43,017.61	57%
Miscellaneous	Sales Tax Discount	\$0	\$1.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.11	#DIV/0!
Miscellaneous Total		\$75,000	\$4,965.53	\$4,157.00	\$5,919.18	\$5,348.63	\$6,289.13	\$4,472.71	\$4,232.34	\$6,641.14	\$4,993.06	\$47,018.72	63%
Cove @ CC Reimbursement	Cove @ Circle C HOA	\$22,000	\$0.00	\$0.00	\$0.00	\$11,423.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,423.75	52%
Rowell Reimbursement	The Rowell HOA	\$135,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,913.35	\$0.00	\$69,913.35	52%
Rimbursement Total		\$157,000	\$0.00	\$0.00	\$0.00	\$11,423.75	\$0.00	\$0.00	\$0.00	\$69,913.35	\$0.00	\$81,337.10	52%
Grand Total		\$6,121,850.00	\$140,449.68	\$1,378,803.35	\$834,382.84	\$263,345.49	\$361,337.21	\$238,417.64	\$1,198,124.24	\$974,631.18	\$498,496.95	\$5,887,988.58	96%

2025 CCHOA EXPENSE BUDGET

Category	Subcategory	2025 Budget	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,524,159	\$127,213.25	\$127,213.25	\$127,213.25	\$127,213.25	\$127,213.25	\$127,213.25	\$127,213.25	\$127,213.25	\$127,213.25	\$1,144,919.25	75%
Commons Area Services	Contract Landscape SC	\$38,607	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$28,955.25	75%
Commons Area Services	Contract Landscape CCCC	\$38,607	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$28,955.25	75%
Commons Area Services	Contract Landscape AV	\$27,377	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$20,533.23	75%
Common Area Services	Contract Landscape GR	\$27,377	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$20,532.69	75%
Common Area Services	Common Area Holiday Light	\$53,117	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$200,000	\$4,445.79	\$19,301.61	\$28,623.00	\$20,825.19	\$17,751.26	\$27,597.03	\$16,868.33	\$17,947.75	\$20,272.29	\$173,632.25	87%
Commons Area Services	Landscape Water Utilities	\$300,000	\$13,789.99	\$10,564.86	\$9,066.88	\$7,747.43	\$8,568.19	\$17,866.57	\$51,695.37	\$63,018.37	\$58,921.32	\$241,238.98	80%
Commons Area Services	COA Water Utility Complianc	\$12,000	\$3,200.00	\$2,225.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,410.00	\$10,735.00	89%
Common Area Services	Landscape Electric Utilities	\$36,000	\$3,264.62	\$2,988.09	\$3,205.42	\$3,154.42	\$3,307.70	\$3,215.63	\$3,073.01	\$1,669.97	\$5,135.46	\$29,014.32	81%
Common Area Services	Tree Care	\$100,000	\$0.00	\$0.00	\$42,891.62	\$27,280.00	\$47,072.25	\$8,920.50	\$18,074.17	\$12,500.00	\$0.00	\$156,738.54	157%
Common Area Services	Plant Replacement	\$75,000	\$0.00	\$0.00	\$25,000.00	\$0.00	\$15,000.00	\$20,000.00	\$15,000.00	\$0.00	\$0.00	\$75,000.00	100%
Commons Area Services	Fence Repairs & Maint	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,679.00	33%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,672.40	\$188.37	\$1,860.77	16%

Common Area Services	Neighborhood Maint & Repa	\$27,000	\$1,671.76	\$3,242.23	\$2,679.00	\$7,789.50	\$5,578.04	-\$290.70	\$481.70	\$3,518.13	\$5,872.74	\$4,913.99	18%
Common Area Services	Non Contract Landscape - S	\$30,000	\$458.69	\$0.00	\$0.00	\$0.00	\$18,000.00	\$10,000.00	\$1,541.00	\$0.00	\$0.00	\$29,999.69	100%
Common Area Services	Permits	\$10,000	\$3,748.00	\$575.00	\$1,066.26	\$1,940.64	\$1,940.47	\$0.00	\$0.00	\$0.00	\$0.00	\$9,233.37	92%
Commons Area Services Total		\$2,519,244	\$168,789.48	\$177,107.42	\$254,642.81	\$206,910.81	\$256,628.54	\$225,519.66	\$244,944.21	\$238,537.25	\$230,010.81	\$2,003,090.99	80%
Aquatics Facilities	Administrative	\$75,500	\$4,108.34	\$2,429.22	\$3,518.14	\$2,972.55	\$10,293.94	\$4,220.06	\$2,022.70	\$2,851.04	\$6,017.37	\$38,433.36	51%
Aquatics Facilities	Supplies - Pool	\$28,000	\$654.00	\$2,280.72	\$3,043.71	\$5,320.87	\$641.65	\$1,307.52	\$461.59	\$0.00	\$110.00	\$13,820.06	49%
Aquatics Facilities	Supplies - Chemicals	\$93,000	\$3,842.35	\$4,019.34	\$6,652.54	\$7,201.45	\$10,474.28	\$7,023.27	\$16,130.29	\$8,888.16	\$6,449.01	\$70,680.69	76%
Aquatics Facilities	Supplies & Fees - Swim Tear	\$19,000	\$1,891.17	\$616.30	\$1,218.19	\$2,342.78	\$2,069.11	-\$695.25	\$1,733.02	-\$181.68	\$364.20	\$9,357.84	49%
Aquatics Facilities	Maintenance - Pool	\$136,200	\$2,227.26	\$7,463.15	\$18,257.50	\$13,580.52	\$13,519.74	\$10,905.45	\$18,904.23	\$6,016.36	\$208.06	\$91,082.27	67%
Aquatics Facilities	Maintenance - Building	\$92,000	\$3,431.66	\$4,595.63	\$12,851.63	\$10,245.65	\$5,167.20	\$4,526.99	\$6,686.45	\$10,394.38	\$3,228.61	\$61,128.20	66%
Aquatics Facilities	Payroll - Staff	\$1,230,000	\$54,262.73	\$42,448.37	\$62,586.40	\$69,041.81	\$89,635.41	\$149,006.00	\$292,298.12	\$166,110.64	\$81,821.55	\$1,007,211.03	82%
Aquatics Facilities	Payroll - Programming Staff	\$55,500	\$113.82	\$75.60	\$1,197.85	\$2,181.57	\$3,822.13	\$5,557.84	\$11,844.77	\$3,888.14	\$2,428.00	\$31,109.72	56%
Aquatics Facilities	Payroll - Swim Team	\$155,000	\$16,996.77	\$11,248.47	\$11,731.12	\$11,731.59	\$12,282.64	\$10,682.00	\$17,317.54	\$10,089.16	\$12,001.71	\$113,537.00	73%
Aquatics Facilities	SC-Utilities - Water	\$33,000	\$2,268.12	\$2,039.60	\$2,415.80	\$2,648.23	\$2,456.13	\$2,506.80	\$2,878.57	\$3,053.95	\$2,698.48	\$22,965.68	70%
Aquatics Facilities	Avana _Utilities-Water	\$9,000	\$287.36	\$716.25	\$679.89	\$979.86	\$503.65	\$469.51	\$537.78	\$529.25	\$574.14	\$5,277.69	59%
Aquatics Facilities	GR- Utilities - Water	\$4,500	\$220.79	\$404.97	\$271.54	\$193.62	\$1,511.24	\$253.83	\$320.47	\$237.37	\$298.30	\$3,712.13	82%
Aquatics Facilities	SC-Utilities - Electric	\$30,000	\$2,171.80	\$2,619.76	\$2,329.87	\$2,538.31	\$2,346.06	\$2,830.52	\$2,449.00	\$0.00	\$6,132.74	\$23,418.06	78%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$955.56	\$727.63	\$253.01	\$704.54	\$815.44	\$851.75	\$851.86	\$0.00	\$1,669.21	\$6,829.00	57%
Aquatics Facilities	GR -Utilities-Electric	\$7,000	\$438.83	\$484.14	\$523.59	\$362.17	\$116.11	\$349.31	\$378.58	\$402.81	\$416.08	\$3,471.62	50%
Aquatics Facilities	Utilities - Natural Gas	\$45,000	\$3,231.49	\$4,866.75	\$3,554.87	\$2,733.38	\$1,537.72	\$678.45	\$213.17	\$380.24	\$364.93	\$17,561.00	39%
Aquatics Facilities	SC-Utilities - Telephone/Inte	\$15,000	\$582.15	\$582.15	\$592.20	\$592.26	\$592.26	\$592.26	\$592.26	\$592.26	\$592.26	\$5,310.06	35%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$210.85	\$235.28	\$128.32	\$235.33	\$342.45	\$128.53	\$235.48	\$235.17	\$344.17	\$2,095.58	42%
Aquatics Facilities	GR- Telephone/Internet	\$6,000	\$234.00	\$258.44	\$151.48	\$258.49	\$365.60	\$136.68	\$258.63	\$258.33	\$367.33	\$2,288.98	38%
Aquatic Facilities Total		\$2,050,700	\$98,129.05	\$88,111.77	\$131,413.65	\$135,864.98	\$158,492.76	\$201,331.52	\$376,114.51	\$213,745.58	\$126,086.15	\$1,529,289.97	75%
Circle C Community Center	Utilities - Water	\$22,000	\$520.57	\$426.69	\$431.43	\$718.33	\$1,265.59	\$983.98	\$1,279.64	\$1,100.49	\$1,187.29	\$7,914.01	36%
Circle C Community Center	Utilities - Electric	\$26,000	\$1,649.89	\$1,029.99	\$2,219.97	\$1,673.70	\$1,905.20	\$2,052.17	\$2,481.47	\$2,977.52	\$2,970.36	\$18,960.27	73%
Circle C Community Center	Utilities - Telephone/Internet	\$12,000	\$702.57	\$702.48	\$706.93	\$706.93	\$706.93	\$706.93	\$706.93	\$706.93	\$706.93	\$6,353.56	53%
Circle C Community Ctr	Events Payroll	\$10,000	\$670.07	\$545.07	\$813.52	\$469.96	\$712.96	\$570.59	\$511.96	\$662.67	\$681.68	\$5,638.48	56%
Circle C Community Center	Maintenance - Building	\$60,000	\$4,141.95	\$3,685.79	\$3,386.49	\$2,701.16	\$3,224.39	\$1,902.47	\$2,827.45	\$4,645.16	\$4,247.02	\$30,761.88	51%
Circle C Community Ctr Total		\$130,000	\$7,685.05	\$6,390.02	\$7,558.34	\$6,270.08	\$7,815.07	\$6,216.14	\$7,807.45	\$10,092.77	\$9,793.28	\$69,628.20	54%
Maintenance Operations	Office Supplies	\$800	\$0.00	\$0.00	\$392.58	\$92.93	\$0.00	\$24.88	\$32.46	\$0.00	\$0.00	\$542.85	68%
Maintenance Operations	Employee Education	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$98.11	\$60.01	\$0.00	\$0.00	\$0.00	\$158.12	9%
Maintenance Operations	Uniforms	\$1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$91.97	\$0.00	\$0.00	\$0.00	\$0.00	\$91.97	8%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.97	\$0.00	\$67.97	23%
Maintenance Operations	Safety Equip/Supplies	\$1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.85	\$0.00	\$409.78	\$0.00	\$455.63	38%
Maintenance Operations	Maintenance Payroll	\$235,000	\$25,011.85	\$16,826.96	\$16,826.96	\$16,826.96	\$16,826.96	\$16,826.96	\$25,240.44	\$17,002.92	\$16,826.96	\$168,216.97	72%
Maintenance Operations	Pool Tech	\$76,000	\$6,576.93	\$4,423.08	\$4,666.08	\$5,506.83	\$5,819.83	\$5,721.58	\$9,527.12	\$4,811.02	\$5,591.58	\$52,644.05	69%
Maintenance Operations	Payroll Taxes	\$32,000	\$2,101.92	\$1,345.38	\$1,346.54	\$1,348.46	\$1,358.23	\$1,376.38	\$2,065.58	\$1,376.14	\$1,331.18	\$13,649.81	43%
Maintenance Operations	Computer/Software	\$1,400	\$150.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.71	\$291.18	\$21.18	21%
Maintenance Operations	Tools/Supplies	\$6,000	\$0.00	\$0.00	\$3,422.21	\$44.34	\$0.00	\$633.58	\$42.06	\$510.99	\$0.00	\$4,653.18	78%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$411.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$411.52	69%
Maintenance Operations Total		\$356,300	\$33,841.17	\$22,595.42	\$27,065.89	\$23,819.52	\$24,195.10	\$24,689.24	\$36,907.66	\$24,178.82	\$23,890.43	\$241,183.25	68%
HOA Operations	Office Supplies	\$11,000	\$599.69	\$157.39	\$594.05	\$879.02	\$368.26	\$563.36	\$205.51	\$409.39	\$690.18	\$1,443.28	13%
HOA Operations	Equip & Maintenance	\$21,000	\$208.03	\$151.09	\$771.76	\$4,879.43	\$1,019.31	\$174.42	\$330.19	\$933.80	\$183.03	\$8,651.06	41%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$2,748.13	\$29.00	\$140.34	\$255.69	\$100.31	\$97.14	\$100.29	\$84.12	\$76.43	\$3,631.45	45%
HOA Operations	Postage	\$28,000	\$193.96	\$2,742.55	\$866.67	\$1,414.30	\$96.80	\$524.60	\$3,253.18	\$1,439.84	\$1,096.99	\$11,628.89	42%
HOA Operations	Web Operations	\$5,000	\$38.40	\$937.31	\$38.40	\$38.40	\$1,846.95	\$38.40	\$184.04	\$38.40	\$101.52	\$3,261.82	65%
HOA Operations	Printing	\$7,000	\$4.00	\$2,609.53	\$0.00	\$0.00	\$0.00	\$0.00	\$324.75	\$0.00	\$77.62	\$3,015.90	43%
HOA Operations	HOA Meetings	\$7,000	\$3,088.03	\$449.25	\$314.64	\$145.64	\$0.00	\$172.69	\$0.00	\$145.64	\$145.64	\$4,461.53	64%
HOA Operations	Deed Restrictions	\$20,000	\$1,527.54	\$1,528.08	\$0.00	\$1,528.08	\$3,727.80	\$1,577.85	\$1,528.36	\$1,528.08	\$1,504.86	\$14,450.65	72%
HOA Operations	HOA Special Events	\$45,000	\$3,990.00	\$2,930.00	\$581.73	\$4,009.46	\$4,360.00	\$1,040.96	\$882.24	\$1,634.00	\$7,692.26	\$27,120.65	60%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
HOA Operations Total		\$154,000	\$12,397.78	\$11,534.20	\$3,307.59	\$13,150.02	\$11,519.43	\$4,189.42	\$6,808.56	\$6,213.27	\$11,568.53	\$80,688.80	52%
Financial Management	Management Services	\$115,850	\$9,276.30	\$9,276.30	\$9,276.30	\$9,838.50	\$9,838.50	\$9,838.50	\$9,838.50	\$9,838.50	\$9,838.50	\$86,859.90	75%
Financial Management	Resale Certificate	\$11,250	\$250.00	\$750.00	\$650.00	\$1,100.00	\$1,150.00	\$800.00	\$1,050.00	\$1,150.00	\$650.00	\$7,550.00	67%
Financial Management	Lien Filing Administrative Fee	\$3,000	\$4,919.00	\$0.00	\$0.00	\$376.00	\$225.00	\$50.00	\$157.00	\$0.00	\$0.00	\$5,727.00	191%
Financial Management	Bank Fees	\$70,000	\$3,536.53	-\$4,143.91	\$14,777.79	\$9,520.67	\$5,435.85	\$8,389.71	-\$5,813.91	\$23,862.17	\$9,660.92	\$65,225.82	93%
Financial Management	CPA/Audit	\$10,000	\$0.00	\$60.50	\$0.00	\$213.38	\$0.00	\$712.45	\$1,071.60	\$4,697.05	\$580.00	\$7,334.98	73%

Financial Management Total		\$210,100	\$17,981.83	\$5,942.89	\$24,704.09	\$21,048.55	\$16,649.35	\$19,790.66	\$6,303.19	\$39,547.72	\$20,729.42	\$172,697.70	82%
HOA Management	Management Payroll	\$235,000	\$24,597.91	\$16,638.64	\$16,638.64	\$16,638.64	\$16,638.64	\$16,638.64	\$24,957.96	\$16,638.64	\$16,638.64	\$166,026.35	71%
HOA Management	Management Payroll Taxes	\$25,000	\$2,123.44	\$1,373.91	\$1,396.57	\$1,371.03	\$1,400.58	\$1,407.65	\$2,084.36	\$1,400.29	\$1,370.21	\$13,928.04	56%
HOA Management	Mileage Reimbursement	\$6,000	\$191.80	\$730.10	\$448.00	\$567.00	\$517.30	\$732.90	\$608.30	\$681.80	\$249.90	\$4,727.10	79%
HOA Management	Insurance Stipend	60000	\$4,527.46	\$5,239.99	\$5,239.99	\$4,802.28	\$3,928.04	\$7,170.05	\$3,606.95	\$5,644.49	\$5,989.25	\$46,148.50	77%
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.79	\$0.00	\$150.79	8%
HOA Management Total		\$328,000	\$31,440.61	\$23,982.64	\$23,723.20	\$23,378.95	\$22,484.56	\$25,949.24	\$31,257.57	\$24,516.01	\$24,248.00	\$230,980.78	70%
Architectural Review Expenses		\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Architectural Review Expenses Total		\$8,000	\$0.00	0%									
Legal Services	Legal Services	\$20,000	\$0.00	\$495.00	\$3,226.86	\$105.00	\$1,142.50	\$594.00	\$1,340.00	\$0.00	\$0.00	\$6,903.36	35%
Legal Services Total		\$20,000	\$0.00	\$495.00	\$3,226.86	\$105.00	\$1,142.50	\$594.00	\$1,340.00	\$0.00	\$0.00	\$6,903.36	35%
Taxes	Property	\$18,000	\$248.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$248.74	1%
Taxes	Income/Franchise Taxes	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Taxes Total		\$18,000	\$248.74	\$0.00	\$248.74	1%							
Insurance	General, Property, Boiler & A	\$105,000	\$9,212.63	\$9,212.63	\$9,212.63	\$9,212.63	\$9,212.64	\$9,212.64	\$0.00	\$23,550.83	\$13,734.32	\$92,560.95	88%
Insurance	Auto	\$6,000	\$531.09	\$531.09	\$531.09	\$531.09	\$531.09	\$531.09	\$0.00	\$592.37	\$582.37	\$4,361.28	73%
Insurance	D & O Insurance	\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#VALUE!
Insurance	Worker's Comp	\$16,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$11,087.27	\$16,928.00	\$0.00	\$0.00	37%
Insurance Total		\$141,000	\$9,743.72	\$9,743.72	\$9,743.72	\$9,743.72	\$9,743.73	-\$1,343.54	\$16,928.00	\$24,143.20	\$14,316.69	\$102,762.96	73%
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Community Enhancement	Association Memberships	\$2,000	\$75.00	\$70.00	\$195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$500.00	\$1,140.00	57%
Community Enhancement Total		\$3,000	\$75.00	\$70.00	\$195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$500.00	\$1,140.00	38%
Reserve Transfer		\$183,506	\$0.00										
Grand Total		\$6,121,850	\$380,332	\$345,973	\$485,581	\$440,292	\$508,671	\$506,936	\$728,411	\$581,275	\$461,143	\$4,438,615	73%

Expected Reserve Expenditures and Capital Improvement for 2025			YTD
Billboard	\$5,000		0
GR-Replaster to Code	\$100,000		76835
AC-Funbrella Fabric Replacement	\$6,000		4546.5
GR-Funbrella Fabric Replacement	\$6,000		1867.31
Maintenance Office HVAC Replacement	\$12,000		10651.8
CC Pool Office HVAC Replacement	\$5,200		4790.06
GR Pool Office HVAC Replacement	\$5,800		4851.46
SC - Pool Covers	\$9,000		8789.9
SC - Lounge Chairs	\$8,000		7437.81
CC-Lounge Chairs	\$4,000		4000
AV Lounge Chairs	\$4,000		4000
GR Lounge Chairs	\$3,000		3000
CC-Pool Slide			
Refurbish/Gelcoat	\$30,000		30513.19
CC-Splash Pad Bollard			
Edge Repairs	\$30,000		18395.93
CC-Outside Trim	\$47,000		26850
CC_Soffit Sand/Stain	\$35,000		0

SC-Parking Lot Repairs/Seal & Stripe	\$15,000	0
CC-Parking Lot Repairs/Seal & Stripe	\$14,500	0
CC-Kitchen Countertop Replacement	\$12,000	10922.01
CC-Carpet Replacement	\$40,000	14709.56
SC - Slide Removal	\$30,000	0
GR - Crushed Granite Trail	\$35,000	37887.5
Swim Center Landscaping	\$275,000	0
Node Clock Replacement	\$90,000	90000
Rock Work	\$25,000	25000
Irrigation Upgrades	\$35,000	35000
Bed Upgrades	\$35,000	35000
Escarpment Project	\$200,000	\$195,203.83
CCN Improvement	\$200,000	\$135,000.00
Construction Repairs	\$50,000	\$4,659.15
Total	\$1,366,500	\$789,911.01
Total Capital Budget Projects	\$1,366,500.00	\$789,911.01
Grand Total Expenses	\$7,488,350.00	

Circle C Aquatics

September-25

Fall Operations

Facility Usage	Swim Center		Community Center		Avaña		Greyrock		Total	
	Sep-25	YTD	Sep-25	YTD	Sep-25	YTD	Sep-25	YTD	Sep-25	YTD
Resident Entries	3,971	43,420	279	14,101	1,255	12,075	332	3,408	5,837	73,004
Unique Residents	1,069	4,930	275	4,528	792	3,403	257	1,002	2,041	7,886
Unique Households	538	1,858	90	1,536	280	1,164	111	386	844	2,700
Guest Entries	613	4,135	33	2,214	141	1,237	48	299	835	7,885
Other Entries	1,733	15,524	0	0	0	0	0	0	1,733	15,524
Average Hourly Count	24		87		16		5			
Average % of Capacity	9%		49%		11%		3%			
Max Hourly Count	98		132		80		33			
Total Entries	6,317	63,079	312	16,315	1,396	13,312	380	3,707	8,405	96,413

Incidents	Swim Center		Community Center		Avaña		Greyrock		Total	
	Sep-25	YTD	Sep-25	YTD	Sep-25	YTD	Sep-25	YTD	Sep-25	YTD
Water Rescues	0	10	0	4	0	1	0	1	0	16
First Aid Responses	4	48	0	14	1	3	0	5	5	70
Sudden Illness Treatments	3	20	0	8	0	0	0	2	3	30
Patron/Facility Incidents	0	28	0	4	0	4	0	0	0	36
Biohazard Cleanups	0	22	0	8	0	1	0	0	0	31
Suspensions/Expulsions	0	6	0	0	0	3	0	0	0	9
EMS/911 Callouts	0	1	0	1	0	1	0	0	0	3
Total Incidents	7	104	0	28	1	8	0	8	8	148
Incident per Entry Ratio	0.11%	0.16%	0.00%	0.17%	0.07%	0.06%	0.00%	0.22%	0.10%	0.15%

Revenue	Sep-25	YTD
Aquatics Programs	\$ 4,029.50	\$ 77,902.65
Swim Team	\$ 15,537.50	\$ 135,286.50
Guest Fees	\$ 467.00	\$ 11,828.00
Area Reservations	\$ 200.00	\$ 5,400.00
Facility Rentals	\$ -	\$ 3,575.00
Lane Rentals	\$ 27,866.50	\$ 46,920.10
Other Facility Income	\$ 666.00	\$ 8,181.02
Total Aquatics Revenue	\$ 48,766.50	\$ 289,093.27

Programs	Sep-25
Select Swim Team	93
Masters Swimming	8
Group Swim Lessons	0
Private Swim Lessons	87
Water Aerobics	23
Certification Courses	0
WSI Course	0
Total Participants	211

Reservations & Rentals	Sep-25	YTD
Area Reservations	11	56
Facility Rentals	0	4
Lap Lane Reservations	0	1189
Total Reservations	11	1,249

Aquatics Staffing	Sep-25
Lifeguards/Head Guards	75
Front Desk Staff	8
Instructors/Coaches	10
Total Staff	93

Resident Stats	Individuals	Households	Members / Household
Homeowners	13,146	4,453	2.95
Renters	971	273	3.56
New Memberships	72	24	
Totals	14,117	4,726	2.99

Circle C HOA
Maintenance Report for Board October 2025
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Café Conversion to Check-In Underway—See Separate Spreadsheet for Cost and Status

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Minor Repairs Completed
- Soffit and other Staining Completed

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.
- Atlantis is committed to repairing/replacing the plaster. They have begun this process.
- Pool has been drained for repairs

NEIGHBORHOOD

- Minor repairs have been completed as needed

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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

2025 Cafe Conversion to Front Desk Budget

Project	Vendor	Est Cost	Status
DEMO			
Cap Gas Line and Water Lines in Pump Room	Maint Staff	\$0.00	Completed
Demo All Extra Water and Gas Lines IN Pump Room	Maint Staff	\$0.00	Started
Remove Hand Washing and 3 Compartment Sink	Maint Staff	\$0.00	Completed
Remove Mop Sink	Maint Staff	\$0.00	Completed
Demo Unnecessary Electric in Pump Room	Maint Staff	\$0.00	Started
Remove Hot Water Heater	Maint Staff	\$0.00	Started
Remove Fire Suppression and Ansul Exhaust Systems	Maint Staff	\$0.00	Completed
Remove Make-Up Air System-Rooftop	Maint Staff	\$0.00	Completed
Remove Exhaust Fan and Ductwork	Maint Staff	\$0.00	Completed
Grind Paint from Floors--Leave Unfinished	Juan Garcia	\$2,800.00	Completed
Pump and Remove Grease Trap	Enviro Solutions	\$190.00	Completed
Build Out			
Install Back Wall	Maint Staff	\$600.00	Completed
Touch Up Paint Existing Walls	Maint Staff	\$0.00	Completed
Paint New Back Wall	Aquatics Staff	\$0.00	
Install Slatwall for Retail	Maint Staff	\$400.00	?
Replace 3M Window Film on Front Door	Texas Shade	\$400.00	Ordered
Signage and Outdoor Bulletin Board	Maint Staff	\$2,000.00	
Rekey Doors	Cothrons	\$200.00	Completed
Route Electrical Outlets for Vending Machine/Office	Randall Electric	\$2,500.00	Completed
Move Pool Signage Where Necessary	Maint Staff	\$0.00	
Install New Front Desk ,Supervisor Desk, and Work Counter/Cabinets	?	\$11,000.00	Ordered
Install Benches and Tables	Maint Staff	\$2,000.00	Ordered
Install New Rack Mount for Multiport Switch and New Wifi Router	Maint Staff	\$2,000.00	Received
Install Two New Cameras for Check-in and Vending Area	Maint Staff	\$0.00	Completed
Roof Repairs where Exhaust and Make Up Air Removed	Love Rain Roofing	\$1,500.00	Completed
Run Phone and Internet Cabling from Current Office to New Space	Maint Staff	\$0.00	Completed
Install New Hydraulic Door Closer on Back Door		\$200.00	Completed
Install Ramp Transition on Back Door		\$200.00	Received
Total		\$25,990.00	
updated 10-24-2025			

Stratus Project, Rezoning of Tract 110

Update 10/15/2025

Changes:

In the last legislative session, SB 840 became law in the State of Texas. This resulted in Tract 110 being afforded the entitlements to develop multifamily residential by right and negates the need for rezoning. In summary, Stratus now has the right to develop Tract 110 as multifamily and does not need a re-zoning as previously required.

Implications for the CCHOA

Extension of South Bay

If Stratus wishes to move forward with the multifamily, they currently are required to build the extension of South Bay from its current terminus through to MoPac. This would provide a major thoroughfare from Mopac through the neighborhood, connecting MoPac with Escarpment. In the past the homeowners have opposed this connection, due to the great potential for traffic using South Bay not only for neighborhood access, but also as a cut through from SH 45 and Escarpment and all the traffic from FM 1826.

Stratus would prefer not to extend South Bay, and that is what the CCHOA has been working on for the past year.

The City of Austin is requiring two access points for the project. The Transportation Department is requiring two access points for the project and will not consider only one. To avoid the extension of South Bay, the previous designated fire gate at the north end of Dahlgreen would be the second required access point. This would be a gated entrance.

Under this scenario, the CCHOA Board would need to agree to amend the tract covenant to allow access from Dahlgreen at this point. Stratus would agree to provide the previously discussed amenities and the project would be built as presented earlier. Residents of the multifamily would have the option to exit MoPac at LaCrosse, travel west to Dahlgreen, and south to the location of the north gate or to continue on MoPac and access from South Bay on a street that is only constructed as far as the multifamily entrance.

Notes:

* A previous CCHOA Board amended the tract covenant to allow access from Dahlgreen across from Kiker Elementary as part of the Child Development Center's plan to develop the southeast corner of Dahlgreen and LaCrosse.

*If South Bay is extended, the City of Austin would provide street maintenance. The CCHOA owns approximately 1.5 acres of South Bay right of way. The CCHOA would be required to maintain the landscaped areas of the street behind the curbs.



Effects of Senate Bill 840 in Austin

What is SB 840?

- The Texas Legislature passed Senate Bill (SB) 840 to increase housing stock.
- SB 840 allows more market-rate housing to be built on most property zoned commercial.
- SB 840 applies to most properties that allow office, commercial, retail, warehouse, or mixed-use uses.
- SB 840 goes into effect September 1, 2025.

The Details:

- SB 840 allows multifamily residential or mixed-use residential development in any commercial zone or any commercial use building.
- Under SB 840, multifamily and mixed-use residential developments in commercial zones will, by right, be able to:
 - Reach a height that is the greater of 45 feet or the height that applies to commercial uses for the site.
 - Reach a density of up to 54 units per acre.
 - Include setbacks that are the lesser of 25 feet or those imposed on commercial uses.
 - Develop unlimited floor-to-area ratio (FAR).

How SB 840 Affects Affordable Housing & Density Bonus Programs

- Voluntary density bonus programs are one way the City encourages builders to include affordable housing in new developments.
- Incentives relating to density bonus programs may be reduced unless an applicant seeks additional modifications of development standards beyond what is allowed by right in SB 840, such as additional height.
- SB 840 may result in fewer affordable housing units included in new developments.
- The City remains committed to growing its affordable housing availability.

How Will the City Address SB 840?

- Austin Development Services will be ready to accept new applications consistent with the changes in SB 840 beginning September 1, 2025.
- City staff will work on process changes to improve implementation of SB 840 and develop options for City Council consideration that would support Austin's density bonus programs.
- The City remains committed to growing its affordable housing availability.

If you are ready to start on a project and want to ensure it is compliant with these new requirements, visit AustinTexas.gov/PDC-Appointments to speak with a staff member.

For updates and information on potential amendments, visit: SpeakUpAustin.org/LDCupdates.

Fact Sheet | **Stratus**

Stratus, the primary commercial developer of Circle C, plans to rezone the large tract of land (approximately 67 acres) located between MoPac and Dahlgreen Avenue, and south of La Crosse Avenue. Below is a summary of historical information and future planning efforts.

Stratus History

- In 2002, Stratus entered into a development agreement with the City of Austin and the Circle C HOA to be able to develop the parcels they owned in Circle C. Some of the resulting developments are Alamo Drafthouse, Escarpment Village, Parkside Village, The Saint Mary multifamily, and St. Augustine Physical Therapy.
- To date, Stratus has dedicated over 150 acres of open space to the Circle C HOA, the Lady Bird Johnson Wildflower Center, and the City of Austin. In addition, Stratus donated land to Austin ISD for Bear Creek Elementary School and an athletic field to Bowie High School.

Existing and Proposed Zoning

- Stratus has full development rights for the parcel, referred to as Tract 110. It is currently zoned for 650,000 square feet of commercial office development.
- Stratus is requesting to amend the zoning to permit Class A+ residential multifamily uses, including senior housing, with the ability to develop neighborhood shops and services that the current zoning does not permit.
- The proposed use of multifamily decreases daily trips to 4,724, compared to 5,913 under the existing office use.
- It is anticipated that the site will be developed over 5-7 years in three phases of approximately 300 units each, along with on-site amenities for the residents.
- The conditions of zoning, including significant building setback buffers and prohibition of access to Dahlgreen, will remain in place. Stratus is not proposing to modify any of the protective provisions in the zoning ordinance.

Proposed Development Agreement Amendment

- Stratus is requesting an amendment to the development agreement to expand the existing permissible office land use to include multifamily residential and neighborhood commercial uses.
- Stratus proposes the removal of the obligation to extend South Bay.

Proposed Circle C HOA Agreements

- The Circle C HOA board and representatives have been working with Stratus to ensure that the proposed project complies with the existing tract restrictive covenants, and to highlight some of the benefits of the change in zoning, including conditions Stratus will commit to in a new private restrictive covenant with the HOA. Some of these include:
 - No vehicular extension of South Bay or access from the existing South Bay into the project (MoPac access only)
 - No development of Dahlgreen from its current termination point and no access to Dahlgreen, except for a gated, emergency access drive
 - Self-contained amenities (pools, playgrounds, etc.)
 - Trail system through the property available to the public for walking and biking
 - With the first phase of development, Stratus will install and connect a water meter and irrigation line to provide permanent irrigation for the landscaped area in the Dahlgreen median

Transportation and Access

Stratus' future development will only take vehicular access from the existing South Bay curb cut on MoPac. A zoning traffic analysis (ZTA) is required to be submitted with the rezoning application and identified the need for a deceleration lane on MoPac. The construction of a 650-foot deceleration lane will be required prior to the issuance of the first phase's certificate of occupancy.

STATE OF TEXAS

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COUNTIES OF TRAVIS
AND HAYS

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Fourth Amendment**”) is entered into as of the ___ day of ~~May~~October, 2025, by and between the **CITY OF AUSTIN**, a home rule city and municipal corporation located in Travis, Hays and Williamson Counties in the State of Texas (the “**City**”) and **CIRCLE C LAND, L.P.**, a Texas limited partnership, formerly known as Circle C Land Corp., a Texas corporation (“**CCLC**”). The City and CCLC are sometime individually referred to as a “**Party**” and sometimes collectively referred to as the “**Parties.**”

RECITALS

A. The City and CCLC entered into that certain Development Agreement dated effective August 15, 2002 and recorded under Document No. 2002151984 of the Real Property Records of Travis County, Texas and Document No. 02022402 of the Real Property Records of Hays County, Texas, which was amended by First Amendment to Development Agreement dated June 21, 2004 and recorded under Document No. 2004135909 of the Real Property Records of Travis County, Texas and by Second Amendment to Development Agreement dated November 9, 2004 and recorded under Document No. 2004236024 of the Real Property Records of Travis County, Texas and Third Amendment to Development Agreement dated March 2, 2005 and recorded under Document No. 2005054993 of the Real Property Records of Travis County, Texas (collectively, the “**Development Agreement**”).

B. The Development Agreement, among other things, established limits on the development density on the Land for Office, Retail, Residential and Multi-Family Residential Development as more particularly described and defined therein.

C. CCLC, as of the date hereof, is the sole owner of the majority of Parcel 110 as more particularly described on **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “**CCLC Parcel**”).

D. The CCLC Parcel is currently allocated 36 Residential Living Units, 56 Multi-Family Units, 9,985.50 square feet of Net Floor Area of Retail and 651,000 square feet of Net Floor Area of Office;

E. CCLC desires to modifying the development density and allocations applicable to the CCLC Parcel by converting Net Floor Area of Office for Residential Living Units and Multi-Family Residential Living Units;

F. CCLC has anticipates developing the CCLC Parcel with one or more multi-family residential projects (the “**Anticipated Development**”). CCLC has agreed to subject Anticipated Development on the CCLC Parcel with a requirement for certain affordable housing unit requirements as more particularly described herein.

G. The Development Agreement may be amended by mutual agreement of the City and the Landowner to whose Parcel such amendment relates as set forth in Section 17.10 thereof.

H. The Parties have agreed to amend the Development Agreement accordingly as more particularly described herein below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CCLC agree as follows:

1. Recitals Incorporated. The above recitals are incorporated herein for all purposes.
2. Capitalized Terms. Any capitalized term that is used herein and is not otherwise defined herein shall have the meaning that is ascribed to it elsewhere in the Development Agreement.
3. Reallocation of Development Density. As of the date hereof, the development allocation of 651,000 square feet of Net Floor Area of Office for the CCLC Parcel is converted to be 1,000 Residential Living Units and 1,000 Multi-Family Residential Living Units. Accordingly, as a consequence of this conversion, the development allocation for the CCLC Parcel is as follows:

Office	0 square feet of Net Floor Area
Retail	9,985.50 square feet of Net Floor Area
Residential	1,036 Residential Living Units
Multi-Family	1,056 Multi-Family Residential Living Units.

Any future re-allocation of Development Density for CCLC Parcel is subject to the terms and provisions of the Development Agreement.

4. Development Density. In order to reflect the conversion of development density set forth above, the first full paragraph of Section 6.1A of the Development Agreement is hereby amended, restated and replaced with the following:

“6.1.A. Development Density. The maximum aggregate amount of development density permitted on the Land with respect to certain project types is as follows (**“Total Permitted Density”**):

Office	99,000 square feet of Net Floor Area
Retail	410,000 square feet of Net Floor Area
Residential	2,766 living units
Multi-Family Residential	1,956 living units”

5. Affordable Housing Requirements. At least ten percent (10%) of the total square feet of habitable space in each multi-family development constructed on the CCLC Parcel shall be designated as affordable for rental by households earning at or no more than eighty percent (80%) of the median family income in the Austin Metropolitan Statistical Area, as determined by the Director of the City of Austin’s Housing Department, or successor department (the

“Department”). Requirements are to be consistent with the baseline, Vertical Mixed-Use (“VMU”) affordability requirements of the City in effect as of the date of this Fourth Amendment. Notwithstanding any provision in this Agreement, the affordability requirements set forth in this section applies solely to the CCLC Parcel. The Parties agree that at least twenty (20) days prior to the City’s issuance and CCLC’s receipt of a certificate of occupancy for a multi-family development constructed on the CCLC Parcel, CCLC shall record a Declaration of Restrictive Covenants (herein so called) establishing the terms and provisions of the affordable housing requirements consistent with the City’s VMU affordability requirements in the form attached hereto as Exhibit “B”.

6. Construction of Extension of South Bay Road. The City agrees that ~~CCLC is not required to design and construct~~ the construction of the South Bay Extension in connection with the development of the CCLC Parcel or otherwise is prohibited.

7. Miscellaneous.

- a. Entire Agreement. This Fourth Amendment, together with the Development 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.
- c. Binding Effect. This Fourth Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and will run with the CCLC Parcel.
- d. Counterparts. This Fourth Amendment may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one in the same agreement.
- e. Governing Law. This Fourth Amendment will be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed as of the date and year first above written.

(remainder of this page intentionally left blank, signature pages follow)

CIRCLE C LAND, L.P., a Texas limited partnership

By: CIRCLE C GP, L.L.C., a Delaware
limited liability company,
General Partner

By: STRATUS PROPERTIES INC., a
Delaware corporation,
Sole Member

By: _____
Erin C. Pickens,
Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Erin D. Pickens, Senior Vice President of Stratus Properties Inc., a Delaware corporation, Sole Member of Circle C GP, L.L.C., a Delaware limited liability company, General Partner of Circle C Land, L.P., a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnership. Such person is personally known to me or produced a state issued driver's license as identification, and did take an oath.

Notary Public, State of Texas
My Commission Expires: _____
Printed Name of Notary: _____

THE CITY OF AUSTIN,
a Texas municipal corporation

By: _____
Name: _____
Title: _____
Date : _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, _____ of The City of Austin, a Texas municipal
corporation, on behalf of said municipal corporation

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney

CONSENT AND SUBORDINATION OF MORTGAGEE

Comerica Bank, a Texas banking association, is the legal owner and holder of (i) that certain Amended and Restated Revolving Promissory Note in the original principal sum of \$60,000,000.00, (executed by Stratus Properties Inc., Stratus Properties Operating Co., L.P., Circle C Land, L.P., Austin 290 Properties, Inc., Overlook at Amarra, L.L.C. (now known as Villas at Amarra Drive, L.L.C.) and Stratus Lakeway Center, L.L.C., a Texas limited liability company, and payable to the order of Comerica Bank, which note is secured by, among other things, a deed of trust lien granted in a deed of trust dated as of June 29, 2018, from Circle C Land, L.P. to Brian P. Foley, Trustee for Comerica Bank, recorded under Document No. 2018103077, Official Public Records of Travis County, Texas, as modified and/or extended by instruments of record under Document Nos. 2020097580, 2022087674, and 2025031497, Official Public Records of Travis County, Texas (collectively, the “Deed of Trust”).

Comerica Bank hereby joins in this Utility Easement for the sole purpose of consenting to the Fourth Amendment to Development Agreement and subordinating the Deed of Trust and all other liens it may have securing such indebtedness to this Fourth Amendment Development Agreement. The undersigned has the authority to execute this Consent and Subordination on behalf of Comerica Bank and represents, in that regard, that all necessary action has been taken by Comerica Bank to make this a binding Consent and Subordination.

COMERICA BANK,
a Texas banking association

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____,
2025, by _____, _____ of Comerica
Bank, a Texas banking association, on behalf of said banking association.

Notary Public Signature

(seal)

EXHIBIT “A”

CCLC PARCEL

Parcel 110 as described in the Development Agreement dated effective August 15, 2002 between Circle C Land Corp. and the City of Austin and recorded under Document No. 2002151984, Official Public Records of Travis County, Texas and under Document No. 02022402, Official Public Records of Hays County, Texas, as amended from time to time.

SAVE AND EXCEPT the following parcels created by prior appropriations:

1. Fire Station Site pursuant to Apportionment of Development Allocation dated August 23, 2002;
2. Parcel 110B-South Bay pursuant to Apportionment of Development Allocation dated November 22, 2002; and
3. Parcel 110-LCRA Substation Site pursuant to Apportionment of Development Allocation dated February 14, 2007.
4. Parcel 110 – La Crosse Parcel pursuant to Apportionment of Development Allocation dated September 28, 2011; and
5. Parcel 110 – Child Development Center pursuant to this Apportionment of Development Allocation dated March 28, 2017

AFTER RECORDING RETURN TO:

Gregg C. Krumme
Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701



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AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
[Circle C: Tract 110]

This Amended and Restated Declaration of Restrictive Covenants [Circle C: Tract 110] (the "Restrictive Covenant" or "Declaration"), is made by Circle C Land, L.P., a Texas limited partnership, fka Circle C Land Corp. ("Declarant") and Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "CCHOA"), and is as follows:

RECITALS:

A. Declarant is the owner of: (i) Lot 1, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Official Records of Travis County, Texas ("Lot 1"); (ii) Lot 2, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Official Records of Travis County, Texas ("Lot 2"); and (iii) approximately 246.4 acres of real property as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "246 Acre Tract"). Lot 1, Lot 2 and the 246 Acre Tract are collectively referred to herein as "Tract 110" or the "Property."

B. Declarant agreed to impose upon Tract 110 certain covenants and conditions for the benefit of the owners of Tract 110 and the Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "CCHOA"), and in furtherance of such agreement, Declarant (under its prior name, Circle C Land Corp., a Texas corporation) entered in to that certain Declaration of Restrictive Covenants [Circle C: Tract 110] dated August 15, 2002 (the "Original Declaration"), which Original Declaration was not recorded in the Official Public Records of Travis County, Texas.

C. Paragraph 7.B. of the Original Declaration states that the Original Declaration may not be amended by Declarant except with the consent of the owners of 75% of the aggregate of the Property and CCHOA (whose consent shall be expressed through the approval of a majority of the Board of Directors of CCHOA).

D. Declarant is the owner of at least 75% of the aggregate Property, and thus, Declarant and CCHOA are the proper parties to enter into this Declaration.

E. Declarant desires to amend and restate the Original Declarations, and CCHOA consents to such amendment and restatement of the Original Declarations and agree that this Declaration shall replace the Original Declaration as of the Effective Date hereof.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

1. Tract 110 Buffer. Other than improvements associated with a fire station, no improvements, except landscaping, pedestrian walkways, irrigation, detention and drainage facilities, water quality controls and related facilities, utility facilities, sidewalks, fencing and hike

and bike trails shall be constructed within the portion of Tract 110 encumbered by this Declaration and depicted on Exhibit "B", attached hereto.

~~2. Access Prohibition. There shall be no vehicular access for the purpose of ingress and egress from Tract 110 to Dahlgreen Avenue, an existing public right-of-way.~~

3. Lot 1 Restrictions. The following covenants and restrictions shall apply to Lot 1:

A. Setbacks. In the event Lot 1 is developed for single-family residential use (single family residential for the purpose of this Paragraph shall include a condominium regime consisting of detached single-family residences), no residence shall be constructed within twenty-five feet (25') of the portion of the LaCrosse Avenue right-of-way. In the event Lot 1 is developed for a college, university, or similar institution of higher learning ("University Use"): (i) no building shall be permitted within one hundred feet (100') of the LaCrosse Avenue right-of-way, as it exists on the date hereof; and (ii) no parking improvements shall be permitted within fifty feet (50') of the LaCrosse Avenue right-of-way, as it exists on the date hereof. In the event Lot 1 is developed for any use other than single-family residential or a University Use: (i) no building shall be permitted within fifty feet (50') of the LaCrosse Avenue right-of-way; and (ii) no parking shall be permitted within twenty-five feet (25') of the LaCrosse Avenue right-of-way. The setbacks established by this Paragraph 2.A shall be measured from the common boundary of Lot 1 and the LaCrosse Avenue right-of-way, as it exists on the date hereof.

B. University Use Restrictions. The following covenants and restrictions shall apply to Lot 1 during any such time Lot 1 is used for a University Use, but not otherwise:

(i) Noise. No exterior speakers, horns, bells, whistles, sirens, or other device that emits loud noises may be permanently placed outside any building on Lot 1 without the prior written consent of the CCHOA, provided that security and fire alarms are not prohibited by this provision and do not require the consent of the CCHOA.

(ii) Temporary Signage. No temporary signs, banner signs, homemade signs, wooden signs, or other similar signs ("Temporary Signs") may be placed on Lot 1, or any CCHOA common areas or nearby private property without the prior written consent of the CCHOA (or Architectural Committee, if applicable). Notwithstanding the foregoing, Temporary Signs shall be permitted ten (10) days prior to and during the outdoor events permitted below, and no CCHOA or Architectural Committee approval shall be required for such Temporary Signs.

(iii) Outdoor Events. Up to five (5) outdoor events ("Outdoor Events") may be held in any calendar year without the approval or consent of the CCHOA, provided that advance notice of such event is provided to the CCHOA. CCHOA consent shall be required for any additional outdoor events to be held on Lot 1. All outdoor events must end no later than 8:00 p.m.

(iv) Building Hours. All buildings on Lot 1 must be closed for educational use between the hours of 11:30 p.m. and 4:30 a.m., unless otherwise permitted, in writing, by the CCHOA; provided that the foregoing shall not prohibit janitorial or cleaning services being performed during such hours.

(v) Food Service. No public restaurant, food service facility, or retail sale of food and drinks open to the general public shall be permitted on Lot 1. The foregoing shall not prohibit restaurants, food service facilities, or the sale of food and drinks to users of the buildings on Lot 1 (e.g., students, faculty, and visitors to the college and university). Furthermore, the foregoing shall not prohibit break rooms, vending machines, outside catering for special events, self-service coffee areas, or eating areas on Lot 1. No truck delivery for food service shall be permitted after 11:00 p.m. or before 4:30 a.m.

4. Lot 2 Restrictions. The following covenants and restrictions shall apply to Lot 2:

A. Prohibited Use.

(i) No Retail. No retail project may be constructed on Lot 2; provided, however, that landscaping, pedestrian walkways, irrigation, detention and drainage facilities, water quality controls and related facilities, utility facilities, sidewalks, and hike and bike trails, whether or not such improvements serve a retail project located on other portions of the Property, are permitted. The term "retail project" shall mean a project for a use in the Retail Use Category as described on Exhibit "C", attached hereto and incorporated herein by reference.

(ii) No Telecommunications Tower. No telecommunication tower or antenna or similar device or any related equipment may be built, constructed, installed, or located on Lot 2.

B. Building Height. No building may be constructed on Lot 2 which exceeds thirty-five feet (35') in height measured in accordance with Section 25-1-21 (46) of the City of Austin Land Development Code.

C. Building Setbacks. No building shall be permitted within seventy-five feet (75') of the right of way of LaCrosse Avenue or within fifty feet (50') of the right of way of Dahlgreen Avenue, an existing public thoroughfare. The setbacks established by this Paragraph 3.C shall be measured from the common boundary of Lot 2 and the LaCrosse Avenue or Dahlgreen Avenue right of ways, as applicable.

5. 246 Acre Tract Restrictions. The following covenants and restrictions shall apply to the 246 Acre Tract:

A. Setbacks. The following restrictions shall apply to certain boundaries of the 246 Acre Tract which boundaries are depicted on Exhibit "D", attached hereto and incorporated herein by reference:

(i) 200' Parking Setback. No parking shall be permitted within two hundred feet (200') of the setback line depicted on Exhibit "D". In the event a parking lot or facility is constructed less than two hundred and fifty feet (250') from the setback line depicted on Exhibit "D", the berms and landscaping described in Paragraph A(iv) below shall be required.

(ii) 250' Building Setback. No building shall be permitted within two hundred and fifty feet (250') of the setback line depicted on Exhibit "D".

(iii) Building Height/Location. The following height and location restrictions shall apply to buildings constructed on the 246 Acre Tract:

(a) 40' Limitation. In the event a building is constructed less than 300' feet from the setback line depicted on Exhibit "D", the building may not exceed forty five feet (45') in height measured in accordance with Section 25-1-21 (46) of the City of Austin Land Development Code, and the building must be placed on the 246 Acre Tract so that no entire side of the building runs parallel to such setback line. In the event a building is constructed at least three hundred feet (300') but less than three hundred and seventy five feet (375') from any setback line depicted on Exhibit "D", the building may not exceed forty five feet (45') in height measured in accordance with Section 25-1-21 (46) of the City of Austin Land Development Code, but the entire side of the building may run parallel to such setback line.

(b) 60' Limitation. In the event a building is constructed at least three hundred and seventy five feet (375') from the setback line depicted on Exhibit "D", the building may not exceed sixty feet (60') in height measured in accordance with Section 25-1-21 (46) of the City of Austin Land Development Code, and, if the building to be constructed is to exceed forty five feet (45') in height, the building must be placed on the 246 Acre Tract so that no entire side of the building runs parallel to such setback line. In the event a building is constructed at least four hundred and fifty feet (450') from the setback line depicted on Exhibit "D", the building may not exceed sixty feet (60') in height measured in accordance with Section 25-1-21 (46) of the City of Austin Land Development Code, but the entire side of the building may run parallel to such setback line.

(iv) Required Berms. In the event a parking lot or parking facility is constructed within two hundred fifty feet (250') of the setback line depicted on Exhibit "D", Declarant (or Declarant's assigns) may be required to construct a berm to screen automobile headlights from residences located on residential lots which share the boundary line depicted on Exhibit "D" with the 246 Acre Tract (a "Boundary Lot"). A berm shall only be required as to a particular Boundary Lot if: (i) there is a direct and unobstructed line of sight from the boundary line of the Boundary Lot and the 246 Acre Tract to the parking lot or parking

facility; (ii) the direct and unobstructed line of sight is present while an observer is standing on the Boundary Lot four feet from the common boundary line of the Boundary Lot and the 246 Acre Tract; and (iii) the direct and unobstructed line of sight exists along seventy-five percent (75%) or more of such common boundary line. If a berm is required to be constructed as to a particular Boundary Lot, if permitted by applicable governmental regulations and requirements, the berm shall: (i) be constructed at a minimum height of four feet (4') above natural grade; (ii) shall incorporate slopes with a ratio of 3 to 1 or greater; (iii) shall be located on the 246 Acre Tract as near as practical to the parking lot; (iv) shall be non-linear; and (v) be landscaped in an irregular pattern with a minimum of two (2) container grown trees with a minimum diameter of 2 inches (2") and three fifteen (15) gallon ornamental plants for each thirty-five linear feet (35') of berm. In addition, Declarant (or Declarant's assigns) shall be required to pay the cost for two (2) container grown trees with a minimum diameter of two inches (2"), of Declarant's selection (provided such selection is compliant with the approved list of plant materials established by the architectural committee of CCHOA) to be planted in the rear yard of a Boundary Lot which satisfies the criteria for berming as provided in this Paragraph. Declarant (or Declarant's assigns) shall pay the cost of the required trees directly to CCHOA on or before thirty (30) days after it has been determined that a Boundary Lot meets the criteria for berming.

6. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant shall entitle the Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which CCHOA may have hereunder by reason of any breach of this Restrictive Covenant.

7. General Provisions.

A. Inurement. This Restrictive Covenant and the restrictions created hereby shall be binding upon the owners of all or any portion of the Property and shall inure to the benefit of CCHOA.

B. Amendment or Cancellation. Except as set forth below, this Restrictive Covenant may not be amended in any respect or canceled, in whole or in part, except with the consent of the owners of 75% of the aggregate of the Property and CCHOA (whose consent shall be expressed through the approval of a majority of the Board of Directors of CCHOA). In the event Tract 110, or a portion thereof, is eliminated from that certain Development Agreement dated effective August 15, 2002 between Declarant and the City of Austin and recorded in the Real Property Records of Travis County, Texas (as amended, the "Development Agreement") pursuant to Section 4.2C of the Development Agreement, Tract 110, or such portion thereof, will be automatically released from this Declaration. In the event Tract 110, or a portion of Tract 110, is so eliminated from the Development Agreement, the majority of the Board of Directors of CCHOA will execute such documents as are reasonably requested to evidence the release of Tract 110 or such portion thereof, as applicable, from this Declaration. Unless terminated in accordance with this Paragraph, this Restrictive Covenant shall remain in full force and effect in perpetuity.

C. Severability; Governing Law. The provisions of this Restrictive Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Restrictive Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Restrictive Covenant is performable in Travis County, Texas.

D. Notices. Any notice to any owner of the Property or to CCHOA shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Restrictive Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

E. Enforcement. CCHOA, acting through its Board of Directors, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Declaration.

F. Recitals. The Recitals set forth above are incorporated herein by reference as if fully set forth herein.

G. Master Declaration. The Property is subject to that certain Circle C Commercial Master Declaration of Covenants, Conditions, Restrictions and Easements ("Master Declaration") entered into by Declarant (under its prior name, Circle C Land Corp., a Texas corporation), dated August 14, 2002, and recorded under Document No. 2002151143, Official Public Records of Travis County, Texas. To the extent there is any conflict between the terms of the Master Declaration and this Declaration, as such terms relate to Tract 110, the terms of this Declaration shall control.

[SIGNATURE PAGE(S) TO FOLLOW]

[SIGNATURE PAGE TO AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS (CIRCLE C: TRACT 110)]

EXECUTED to be effective this 9 day of September, 2011.

DECLARANT:

CIRCLE C LAND, L.P., a Texas limited partnership

By: Erin D Pickens
Name: Erin D Pickens
Title: Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9 day of September 2011 by Erin D. Pickens, Authorized Agent of Circle C Land L.P., a Texas limited partnership, on behalf of said limited partnership.

Brooke E. Browning
Notary Public Signature

(SEAL)



CCHOA:

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

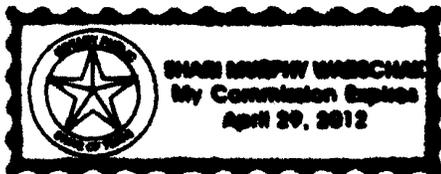
By: Jason Bram
Name: Jason Bram
Title: Circle C HOA President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9 day of September, 2011, by Jason Bram, President of Circle C Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Shari Murphy Wanschak
Notary Public Signature

(SEAL)



Exhibits:

- A – Depiction of Tract 110
- B – Tract 110 Buffer
- C – Retail Use Category
- D – Setback Area

AFTER RECORDING RETURN TO:

Kenneth Jones
Armbrust & Brown
100 Congress Avenue, Suite 1300
Austin, TX 78701-2744

CONSENT AND SUBORDINATION

Comerica Bank, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation, is the legal owner and holder of certain indebtedness of Circle C Land, L.P., a Texas limited partnership, which is secured by, among other things, a deed of trust lien granted in a deed of trust dated September 30, 2005, from Circle C Land, L.P., a Texas limited partnership, to Melinda Chausse, Trustee, recorded under Document No. 2005183344 and modified and extended in that certain Modification and Extension Agreement dated May 30, 2006 and recorded under Document No. 2006140557, that certain Second Modification and Extension Agreement dated May 30, 2007 and recorded under Document No. 2007139303, that certain Third Modification and Extension Agreement dated May 30, 2008 and recorded under Document No. 2008122886, all in the Official Public Records of Travis County, Texas, and that certain Fourth Modification and Extension Agreement dated March 31, 2010 and recorded under Document No. 2010048591 and corrected under Document No. 2010070840, all in the Official Public Records of Travis County, Texas (collectively, the "Deed of Trust").

Comerica Bank hereby joins in this Declaration for the sole purpose of consenting to this Declaration and subordinating the Deed of Trust and all other liens it may have securing such indebtedness to this Declaration. The undersigned has the authority to execute this Consent and Subordination on behalf of Comerica Bank and represents, in that regard, that all corporate action has been taken by Comerica Bank to make this a binding Consent and Subordination.

Executed this the 9 day of September, 2011.

COMERICA BANK,
a Texas banking association, successor by merger to
Comerica Bank, a Michigan banking corporation

By: [Signature]
Name Printed: Sterling J. Silver
Title: Sr. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on September 9, 2011, by Sterling J. Silver, SVP of Comerica Bank, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation, on behalf of said banking association.

[Signature]
Notary Public Signature



EXHIBIT "A"

The Property

Approximately 246.4 acres of real property as more particularly described on Exhibit "A-1", attached hereto and incorporated herein by reference, **SAVE AND EXCEPT** approximately 9.284 acres of real property as more particularly described on Exhibit "A-2", attached hereto and incorporated herein by reference, **FURTHER SAVE AND EXCEPT** approximately 3.3592 acres of real property as more particularly described as Exhibit "A-3", attached hereto and incorporated herein by reference.

EXHIBIT "A-1"

246.389 Acres
Tract 110
Page 1

Samuel Hamilton Survey No. 16
August 14, 1996
96519.10

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 246.389 acre tract of land out of the Samuel Hamilton Survey No. 16, Travis County, Texas, being a portion of that 2807.1345 acre tract conveyed to Circle C Land Corp., by deed recorded in Volume 11620, Page 1126 of the Travis County Deed Record; the said 246.389 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a punch mark in rock found for the southwest corner of Circle C Ranch, Phase B, Section Fourteen, a subdivision recorded in Book 94, Page 220 through 222 of the Travis County Plat Records, being a point in the easterly right-of-way line of Escarpment Boulevard (120.00 foot right-of-way) as dedicated by plat in Book 92, Pages 68 through 70 of the said Plat Records and a point in a northerly line of the remainder of the said 2807.1345 acre tract;

THENCE, leaving the easterly right-of-way line of Escarpment Boulevard, along the said northerly line of the remainder of the 2807.1345 acre tract, being the southerly line of said Circle C Ranch, Phase B, Section Fourteen, for the following two (2) courses:

- 1) S49°48'00"E, 185.03 feet to a 1/2" iron rod found for corner;
- 2) S39°25'57"E, 831.84 feet to a hole, drilled in rock, found for corner;

THENCE, S29°11'33"E, continuing along the northerly line of the said remainder of the 2807.1345 acre tract, at 72.95 feet pass a 1/2" iron rod found for the southeast corner of said Circle C Ranch, Phase B, Section Fourteen, being the southwest corner of Circle C Ranch, Phase B, Section Fifteen, a subdivision recorded in Book 94, Pages 223 through 225 of the said plat records, and continuing along the south line of said Circle C Ranch, Phase B, Section Fifteen, for a total distance of 695.94 feet to a 1/2" iron rod set for corner;

THENCE, along the northerly line of the said remainder of the 2807.1345 acre tract, being the southerly and easterly lines of the said Circle C Ranch, Phase B, Section Fifteen, for the following ten (10) courses:

- 1) S64°28'01"E, 207.39 feet to a 1/2" iron rod set for corner;
- 2) N42°50'21"E, 266.19 feet to a 1/2" iron rod set for corner;
- 3) S53°39'10"E, 275.83 feet to a 1/2" iron rod set for corner;
- 4) S74°34'52"E, 236.67 feet to a 1/2" iron rod set for corner;
- 5) S45°33'35"E, 123.33 feet to a 1/2" iron rod found for corner;
- 6) N71°39'51"E, 218.55 feet to a 1/2" iron rod set for corner;
- 7) N87°15'32"E, 163.76 feet to a 1/2" iron rod found for corner;
- 8) N23°15'39"W, 110.00 feet to a 1/2" iron rod set for corner;
- 9) N66°22'59"E, 96.99 feet to a 1/2" iron rod found for corner;

- 10) N05°18'23"W, 378.93 feet to a 1/2" iron rod set for the northwest corner of Lot 64, Block "X", Circle C Ranch, Phase B, Section Fifteen, being the southeast corner of South Bay Lane, (80.00 foot right-of-way) as dedicated by plat in Book 94, Pages 223 through 225 of the said Plat Records, and a southwest corner of that 80.6824 acre tract conveyed to Chancellor Resources, Ltd., by deed recorded in Volume 12516, Page 28 of the said deed records;

THENCE, leaving the east line of said Circle C Ranch, Phase B, Section Fifteen, and South Bay Lane, along the said remainder of the 2807.1345 acre tract, being the southerly and easterly deed lines of the 80.6824 acre tract for the following eleven (11) courses:

- 1) N81°56'15"E, 1054.05 feet to a 1/2" iron rod found for corner;
- 2) N08°03'45"W, 80.00 feet to a 1/2" iron rod found on a curve to the right;
- 3) With the said curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, a chord which bears N53°03'45"W a distance of 35.36 feet, for an arc distance of 39.27 feet to a 12" elm tree found for the point of tangency;
- 4) N08°03'45"W, 86.95 feet to a 1/2" iron rod found for the point of curvature of a curve to the right;
- 5) With the said curve to the right having a central angle of 39°59'27", a radius of 655.00 feet, a chord which bears N11°55'59"E a distance of 447.95 feet, for an arc distance of 457.17 feet to a 1/2" iron rod found for the point of tangency;
- 6) N31°55'43"E, 168.35 feet to a 1/2" iron rod found for the point of curvature of a curve to the right;
- 7) With the said curve to the right having a central angle of 28°33'09", a radius of 655.00 feet, a chord which bears N46°12'17"E a distance of 323.04 feet, for an arc distance of 326.41 feet to a 1/2" iron rod found for the point of tangency;
- 8) N60°28'52"E, 389.45 feet to a 1/2" iron rod found for the point of curvature of a curve to the left;
- 9) With the said curve to the left having a central angle of 27°00'08", a radius of 745.00 feet, a chord bears N46°58'48"E a distance of 347.86 feet, for an arc distance of 351.10 feet to a 1/2" iron rod found for the point of tangency;
- 10) N33°23'44"E, 1212.72 feet to a 1/2" iron rod found for the point of curvature of a non-tangent curve to the left;
- 11) With the said non-tangent curve to the left having a central angle of 17°10'03", a radius of 1005.86 feet, a chord which bears N25°02'45"E a distance of 300.26 feet, for an arc distance of 301.39 feet to a "X" set in concrete on a curve to the left for the northeast corner of the aforesaid 80.6824 acre tract, being the southeast corner of Dahlgreen Avenue (90.00 foot right-of-way) as dedicated by Plat in Book 89, Page 300 and 301 of the said plat records;

THENCE, leaving the north line of the said 80.6824 acre tract and continuing along the said remainder of the 2807.1345 acre tract, with the easterly right-of-way line of Dahlgreen Avenue for the following three (3) courses:

- 1) With the said curve to the left having a central angle of $06^{\circ}55'35''$, a radius of 970.00 feet, a chord which bears $N12^{\circ}50'19''E$ a distance of 117.19 feet for an arc distance of 117.26 feet to a 1/2" iron rod found for the point of tangency;
- 2) $N09^{\circ}22'31''E$, 713.33 feet to a 1/2" iron rod set for the point of curvature of a curve to the right;
- 3) With the said curve to the right having a central angle of $90^{\circ}00'00''$, a radius of 25.00 feet, a chord which bears $N54^{\circ}22'31''E$ a distance of 35.36 feet for an arc distance of 39.27 feet to a 1/2" iron rod found for the southeast corner of La Crosse Avenue (100.00 foot right-of-way) as dedicated by plat in said Book 89, Pages 300 and 301 of the Travis County Plat Records, being the southwest corner of that 3.8312 acre Waterline Easement recorded in Volume 12022, Page 479 of the said deed records;

THENCE, leaving the easterly line of Dahlgreen Avenue and La Crosse Avenue across the said remainder of the 2807.1345 acre tract, along the southerly line of the said 3.8312 acre waterline easement, being the southerly right-of-way line of future La Crosse Avenue, as built but not yet recorded, for the following three (3) courses:

- 1) $S80^{\circ}37'29''E$, 1156.42 feet to a 1/2" iron rod set for the point of curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of $19^{\circ}01'00''$, a radius of 1350.00 feet, a chord which bears $S71^{\circ}06'59''E$ a distance of 446.02 feet, for an arc distance of 448.07 feet to a 1/2" iron rod found for the point of tangency;
- 3) $S61^{\circ}39'18''E$, 43.45 feet to a 1/2" iron rod set for the southeast corner of the said 3.8312 acre waterline easement, being a point in the westerly line of that 74.595 acre tract conveyed to the State of Texas for right-of-way for State Highway Loop 1 (Mo-Pac) in Volume 11198, Page 1151 of the said deed records;

THENCE, leaving the southerly line of the said 3.8312 acre waterline easement and future La Crosse Avenue, and continuing along the said remainder of the 2807.1345 acre tract, with the westerly right-of-way line of said State Highway Loop 1 (right-of-way varies) for the following eighteen (18) courses:

- 1) $S33^{\circ}17'56''W$, 11.76 feet to a 1/2" iron rod set for corner;
- 2) $S02^{\circ}11'09''E$, 31.14 feet to a concrete highway monument found 300.00 feet right of State Highway Loop 1 centerline station 1073+43.95;
- 3) $S42^{\circ}52'59''W$, at a distance of 84.94 feet pass a concrete monument found 0.10 feet to the left, for a total distance of 85.20 feet to a calculated point for the point of curvature of a non-tangent curve to the left;
- 4) With the said curve to the left having a central angle of $10^{\circ}17'24''$, a radius of 1999.85 feet, a chord which bears $S37^{\circ}43'04''W$ a distance of 358.68 feet, for an arc distance of 359.16 feet to a concrete highway monument found;

- 5) S32°32'02"W, 617.89 feet to a concrete highway monument found for corner;
- 6) S36°04'33"W, 423.09 feet to a concrete highway monument found for the point of curvature of a non-tangent curve to the left;
- 7) With the said curve to the left having a central angle of 05°59'51", a radius of 7789.44 feet, a chord which bears S33°50'03"W a distance of 814.98 feet, for an arc distance of 815.35 feet to a concrete highway monument found for corner;
- 8) S34°30'57"W, 138.37 feet to a concrete highway monument found for corner;
- 9) S29°49'21"W, 448.85 feet to a concrete highway monument found for corner;
- 10) S32°25'13"W, 158.62 feet to a concrete highway monument found for the point of curvature of a non-tangent curve to the right;
- 11) With the said curve to the right having a central angle of 11°18'14", a radius of 2191.83 feet, a chord which bears S39°28'18"W a distance of 431.72 feet, for an arc distance of 432.42 feet to a concrete highway monument found for corner;
- 12) S40°05'36"W, 580.49 feet to a concrete highway monument found for corner;
- 13) S34°55'01"W, 93.09 feet to a concrete highway monument found for corner;
- 14) S78°49'53"W, 75.14 feet to a concrete highway monument found for corner;
- 15) S34°53'04"W, 120.42 feet to a concrete highway monument found for corner;
- 16) S11°32'18"E, 71.72 feet to a concrete highway monument found for corner;
- 17) S34°57'18"W, 918.95 feet to a concrete highway monument found for corner;
- 18) S48°24'41"W, 208.48 feet to a concrete highway monument found 311.69 feet right of State Highway 45 centerline station 1128 +19.28 for the southwest corner of the said 74.595 acre tract being a northwest corner of that 85.033 acre tract conveyed to Mopac South Transportation Corporation for right-of-way of State Highway Loop 1 and State Highway 45, by deed recorded in Volume 10719, Page 926 of the said deed records and the northeast corner of that 25.414 acre tract conveyed to Carey Alan Cornelius by deed recorded in Volume 12003, Page 1515 of the said deed records;

THENCE, leaving the westerly right-of-way line of State Highway Loop 1, along the common line between the 2807.1345 acre tract and the 25.414 acre tract for the following four (4) courses:

- 1) S87°16'43"W, 174.26 feet to a 1/2" iron rod found for corner;
- 2) S34°38'09"W, 489.64 feet to a 1/2" iron rod found for corner;
- 3) N71°29'08"W, 1128.41 feet to a 1/2" iron rod set for corner;
- 4) S76°09'41"W, 861.74 feet to a 1/2" iron rod found in the northerly right-of-way line of State Highway 45 (right-of-way varies);

THENCE, N51°44'22"W, leaving the westerly corner of the said 25.414 acre tract, along the northerly right-of-way line of State Highway 45, being the southerly line of the remainder of the said 2807.1345 acre tract, 847.11 feet to a 1/2" iron rod found in the south line of the aforesaid 2807.1345 acre tract, for a easterly corner of a remainder of that 412.6006 acre tract conveyed to Ira Jon Yates in Volume 10166, Page 726 of the said deed records;

THENCE, leaving the northerly right-of-way line of State Highway 45, along the common line between the 2807.1345 acre tract and the remainder of the said 412.3003 acre tract, for the following two (2) courses:

- 1) N41°42'41"W, 68.50 feet to a 1/2" iron rod found for corner;
- 2) S83°11'42"W, 16.85 feet to a 1/2" iron rod set in the aforesaid northerly right-of-way line of State Highway 45;

THENCE, leaving the westerly line of the said remainder of the 412.3003 acre tract, along the said remainder of the 2807.1345 acre tract, with the northerly right-of-way line of State Highway 45 for the following five (5) courses:

- 1) N51°44'22"W, at 287.46 feet pass a concrete highway monument found 0.25 feet to the left, for a total distance of 291.74 feet to a 1/2" iron rod set 200.00 feet right of State Highway 45 centerline station 553+00.00;
- 2) N48°33'41"W, 408.59 feet to a concrete highway monument found for corner;
- 3) N52°56'02"W, 613.09 feet to a concrete highway monument found for corner;
- 4) N58°29'46"W, at 459.22 feet pass a concrete highway monument found, for a total distance of 466.88 feet to a 1/2" iron rod set 250.00 feet right of State Highway 45 centerline station 567+56.91;
- 5) N14°12'31"W, 98.48 feet to a 1/2" iron rod set for the most northerly southwest corner of the herein described tract, being the southeast corner of that 529.7583 acre tract conveyed to Phoenix Holdings, Ltd., by deed recorded in Volume 12515, Page 140 of the said deed records, from which a concrete highway monument found bears S59°39'36"E, 6.21 feet;

THENCE, leaving the northerly right-of-way line of said State Highway 45, along the said remainder of the 2807.1345 acre tract, being the easterly line of the said 529.7583 acre tract for the following four (4) courses:

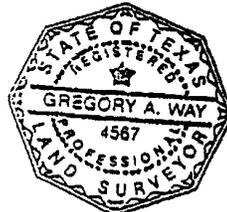
- 1) N30°20'24"E, 101.58 feet to a 1/2" iron rod set for the point of curvature of a curve to the right;

- 2) With the said curve to the right having a central angle of $33^{\circ}19'45''$, a radius of 880.00 feet, a chord which bears $N47^{\circ}00'17''E$ a distance of 504.71 feet, for an arc distance of 511.90 feet to a 1/2" iron rod set for the point of tangency;
- 3) $N63^{\circ}40'10''E$, 430.10 feet to a 1/2" iron rod set for the point of curvature of a curve to the left;
- 4) With the said curve to the left having a central angle of $01^{\circ}04'18''$, a radius of 2120.00 feet, a chord which bears $N63^{\circ}08'01''E$ a distance of 39.65 feet, for an arc distance of 39.65 feet to a 1/2" iron rod set for a northeast corner of the said 529.7583 acre tract, being the southeast corner of the aforesaid Escarpment Boulevard;

THENCE, leaving the northerly line of the said 529.7583 acre tract, along the said remainder of the 2807.1345 acre tract, being the easterly right-of-way line of Escarpment Boulevard and continuing with the said curve to the left having a central angle of $01^{\circ}19'59''$, a radius of 2120.00 feet, a chord which bears $N61^{\circ}55'52''E$ a distance of 49.32 feet, for an arc distance of 49.32 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 246.389 acres of land area.

That I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of August, 1996.




GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

EXHIBIT "A-2"

PROPERTY DESCRIPTION

STATE OF TEXAS

COUNTY OF TRAVIS

100-477-00

FIELDNOTE DESCRIPTION of a 9.284 acre tract out of the Samuel Hamilton Survey Number 16, Travis County, Texas, being a portion of the remainder of that certain 2807.1345 acre tract of land conveyed to Circle C Land Corp., by deed recorded in Volume 11620, Page 1126 of the Deed Records of Travis County, Texas; said 9.284 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4 inch iron rod found (N:10,039,120.57', E:3,066,430.24') on a curve to the left, for the southeast corner of Escarpment Boulevard (120' R.O.W.), as dedicated by plat in Circle C Ranch, Phase "B", Section Eleven, a subdivision recorded in Book 92, pages 68 through 70 of the Plat Records of Travis County, being a northeast corner of the remainder of that 529.7853 acre tract of land conveyed to Phoenix Holdings, Ltd., by deed recorded in Volume 12515, Page 140 of the said Deed Records, from which a 1/4 inch iron rod found (N:10,039,224.45', E:3,066,370.16') on the north line of the said 529.7853 acre tract, for the southeast corner of said Escarpment Boulevard, being the southeast corner of Block "D", of said Circle C Ranch, Phase "B", Section Eleven, bears N30°02'30"W, 120.00 feet;

THENCE, leaving the northerly line of the said 529.7853 acre tract, across the remainder of said 2807.1345 acre tract, along the easterly right-of-way line of Escarpment Boulevard, with said curve to the left having a central angle of 01°19'56", a radius of 2120.00 feet, a chord distance of 49.29 feet (chord bears N59°17'36"E), for an arc distance of 49.29 feet to a 1/4 inch iron rod found for the southwesterly corner of Circle C Ranch, Phase "B", Section Fourteen, a subdivision recorded in Book 94, Pages 220 through 222 of said Plat Records, and the north corner of the herein described tract;

THENCE, S52°26'08"E, 184.81 feet, leaving the easterly right-of-way line of Escarpment Boulevard and continuing across the remainder of said 2807.1345 acre tract, with the southerly line of said Circle C Ranch, Phase "B", Section Fourteen, to a 1/4 inch iron rod with cap found for an angle point;

THENCE, S42°04'05"E, 359.12 feet, continuing across the remainder of said 2807.1345 acre tract, with the southerly line of said Circle C Ranch, Phase "B", Section Fourteen, to a 1/4 inch iron with cap set for the east corner of the herein described tract, from which a 1/4 inch iron rod with cap found for an angle point in the southerly line of aforesaid Circle C Ranch, Phase "B", Section Fourteen bears S42°04'05"E, 473.00 feet;

THENCE, leaving the southerly line of said Circle C Ranch, Phase "B", Section fourteen, and continuing across the remainder of said 2807.1345 acre tract the following three (3) courses:

- 1) S47°55'17"W, 568.41 feet, to a 1/4 inch iron rod with cap set for the south corner of this tract;

- 2) N58°49'45"W, 621.07 feet, to a ½ inch iron rod with cap set for an angle point;
- 3) N42°42'27"W, 85.00 feet to a ½ inch iron rod with cap set on a curve to the right, being the east line of the remainder of said 529.7853 acre tract and the easterly right-of-way line of proposed future Escarpment Boulevard, for the southwest corner of the herein described tract, from which a cotton gin spindle found on the said east line of the said 529.7853 acre tract, bears S37°29'49"W, a chord distance of 299.43 feet;

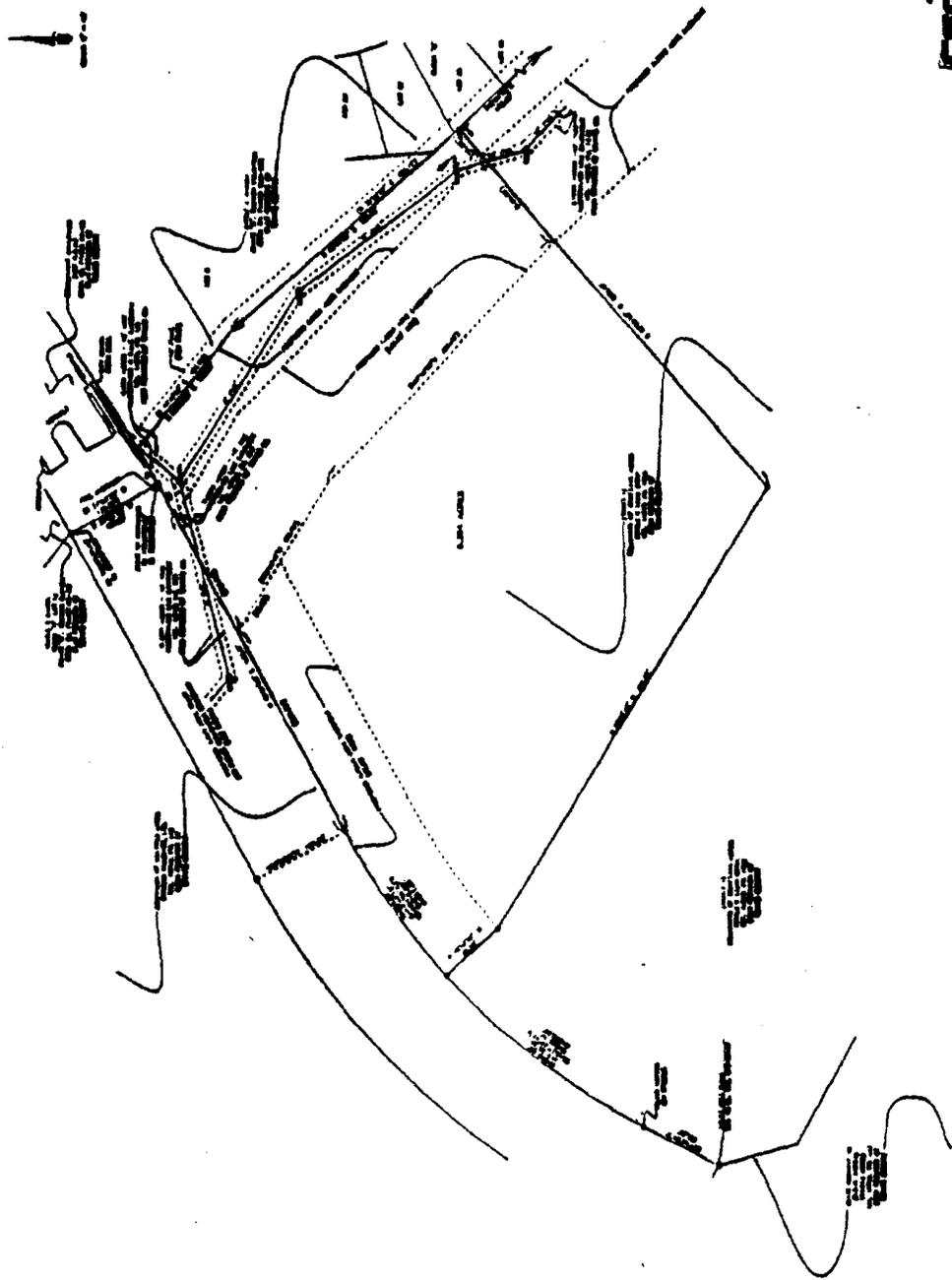
THENCE, with the east line of the remainder of said 529.7853 acre tract and the easterly right-of-way line of proposed future Escarpment Boulevard, and continuing across the remainder of said 2807.1345 acre tract, the following three (3) courses:

- 1) with said curve to the right having a central angle of 13°44'18", a radius of 880.00 feet, a chord distance of 210.50 feet (chord bears N54°09'42"E), for an arc distance of 211.01 feet to a ½ inch iron rod found for the point of tangency;
- 2) N61°01'50"E, 430.11 feet to ½ inch iron rod found for the point of curvature of a curve to the left;
- 3) with said curve to the left having a central angle of 01°04'18", a radius of 2120.00 feet, a chord distance of 39.65 feet (chord bears N60°29'40"E), for an arc distance of 39.65 feet to the POINT OF BEGINNING, and containing within these metes and bounds, 9.284 acres of land.

NOTES: "½ inch iron rod with cap" denotes a ½ inch iron rod with a plastic cap stamped "Capital Surveying Company, Inc."

Basis of bearing and grid coordinates is the Texas Coordinate System of 1983, Central Zone

**SURVEY NO. A 8.284 ACRES TRACT OUT
OF THE SAMUEL HAMILTON SURVEY NO. 1A, TRAVIS COUNTY, TEXAS**



BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

WITNESSES my hand and seal this _____ day of _____, 20____.

- LEGEND**
- Survey of the State
 - Survey of the County
 - Survey of the Tract
 - Survey of the Tract
 - Survey of the Tract

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.



[Signature]
Notary Public
Travis County, Texas

DATE	_____
TIME	_____
PLACE	_____
BY	_____

EXHIBIT "A-3"

EASEMENT DESCRIPTION

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

FIELDNOTE DESCRIPTION of a 3.3592 acre tract out of the Samuel Hamilton Survey Number 16, Travis County, Texas, being a portion of the remainder of that certain 2807.1345 acre tract of land conveyed to Circle C Land Corp., by deed recorded in Volume 11620, Page 1126 of the Deed Records of Travis County; said 3.3592 acre tract being more particularly described by metes and bounds a follows:

COMMENCING at a ½ inch iron rod with cap found (N:10,039,224.45', E:3,066,370.16') for the southwest corner of Escarpment Boulevard (120' R.O.W.), as dedicated by plat in Circle C Ranch, Phase "B", Section Eleven, a subdivision recorded in Book 92, Pages 68 through 70 of the Plat Records of Travis County, being the southeast corner of Lot 13, Block "D", Circle C Ranch, Phase "B", Section Eleven, and an angle point in a north line of the remainder of that 529.7853 acre tract conveyed to Phoenix Holdings, Ltd., by deed recorded in Volume 12515, Page 140 of the said Deed Records;

THENCE, S30°02'30"E, 120.00 feet, leaving the southeast corner of said Lot 13, Block "D", with the common line between said Escarpment Boulevard and the remainder of said 529.7853 acre tract, to a ½ inch iron rod with cap found (N:10,039,120.57', E:3,066,430.24') on a curve to the right, for the southeast corner of aforesaid Escarpment Boulevard and a northeast corner of the remainder of said 529.7853 acre tract;

THENCE, leaving the south line of said Escarpment Boulevard, with the easterly line of the remainder of said 529.7853 acre tract, and crossing the remainder of said 2807.1345 acre tract, being also the easterly right-of-way line of proposed future Escarpment Boulevard (120' R.O.W.), with said curve to the right having a central angle of 01°04'18", a radius of 2120.00 feet, a chord which bears S60°29'40"W a distance of 39.65 feet, an arc distance of 39.65 feet to a ½ inch iron rod with cap found for the point of tangency;

THENCE, S61°01'50"W, 4.56 feet, continuing across the remainder of said 2807.1345 acres tract, with the easterly line of the remainder of said 529.7853 acre tract, being the easterly right-of-way line of proposed future Escarpment Boulevard, to a ½ inch iron rod set with cap;

THENCE, leaving the east line of the remainder of said 529.7853 acre tract and the easterly right-of-way line of proposed future Escarpment Boulevard, and continuing across the remainder of said 2807.1345 acre tract, the following two (2) courses:

- 1) S59°45'41"E, 145.07 feet, to a ½ inch iron rod set with cap;
- 2) S47°15'03"E, 423.82 feet, to a ½ inch iron rod with cap set for the north corner and POINT OF BEGINNING of the herein described tract;

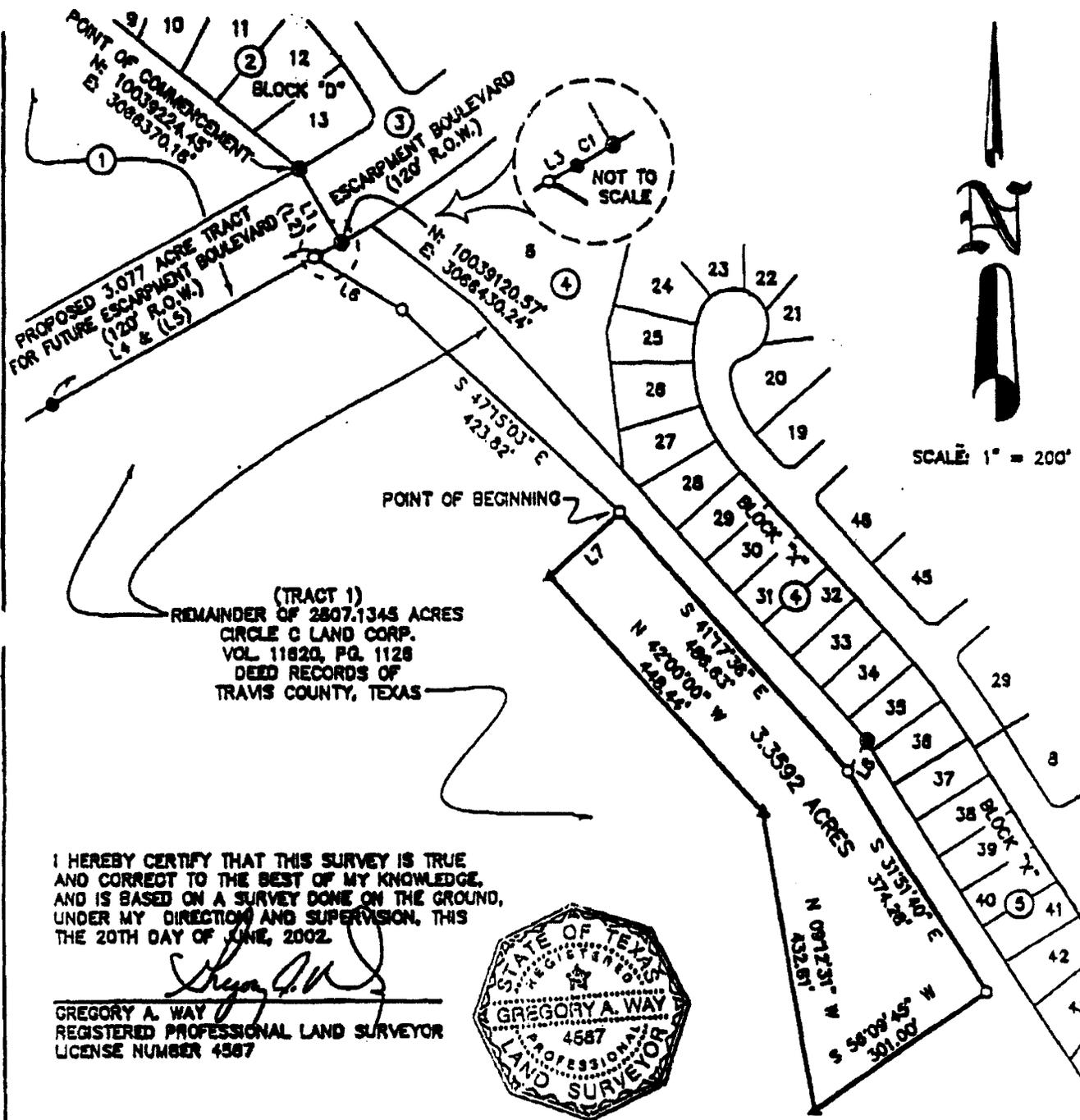
THENCE, continuing across the remainder of said 2807.1345 acre tract, the following six (6) courses:

- 1) S41°17'36"E, 486.63 feet, to a ½ inch iron rod with cap set for an angle point, from which a ½ inch iron rod with cap found for an angle point in the south line of Block "X", Circle C Ranch, Phase "B", Section Fourteen, a subdivision recorded in Book 94, Pages 220-222 of said Plat Records, bears N 32°24'03" E, 50.78 feet;
- 2) S31°51'40"E, 374.28 feet, to a ½ inch iron rod with cap set for the east corner of the herein described tract;
- 3) S56°09'45"W, 301.00 feet, to a calculated point for the south corner of the herein described tract;
- 4) N09°12'31"W, 432.61 feet, to a calculated point for corner;
- 5) N42°00'00"W, 448.44 feet, to a calculated point for the west corner of the herein described tract;
- 6) N47°55'17"E, 135.55 feet, to the POINT OF BEGINNING, and containing within these metes and bounds, 3.3592 acres of land.

NOTES: "½ inch iron rod with cap" denotes a ½ inch iron rod with a plastic cap stamped "Capital Surveying Company, Inc."

Basis of bearing and grid coordinates is the Texas Coordinate System of 1983, Central Zone

SURVEY TO ACCOMPANY FIELDNOTES FOR A 3.3592 ACRE TRACT OUT OF THE SAMUEL HAMILTON SURVEY NO. 16, TRAVIS COUNTY, TEXAS



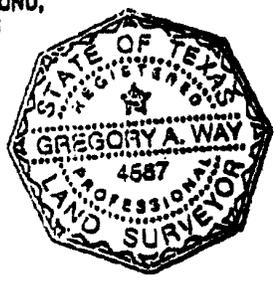
SCALE: 1" = 200'

(TRACT 1)
 REMAINDER OF 2807.1345 ACRES
 CIRCLE C LAND CORP.
 VOL. 11820, PG. 1128
 DEED RECORDS OF
 TRAVIS COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND IS BASED ON A SURVEY DONE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, THIS THE 20TH DAY OF JUNE, 2002.

Gregory A. Way

GREGORY A. WAY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER 4587



CSEI	CAPITAL SURVEYING COMPANY
	INCORPORATED
1188 Capital of Texas Highway South Austin, Texas 78748	Building 8, Suite 118 (512) 347-4008
DRAWN BY: SS	SCALE: 1" = 200'
	F.S.

BASIS OF BEARING AND GRID COORDINATES IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE

①

REMAINDER OF 528.7663 ACRES
PHOENIX HOLDINGS, LTD.
VOL. 12515, PG. 140
DEED RECORDS OF
TRAVIS COUNTY

②

CIRCLE C RANCH
PHASE "B", SECTION ELEVEN
BOOK 92, PAGES 68-70
PLAT RECORDS OF
TRAVIS COUNTY

③

ESCARPMENT BOULEVARD
(120' R.O.W.)
BOOK 92, PAGES 68-70
PLAT RECORDS OF
TRAVIS COUNTY

④

CIRCLE C RANCH
PHASE "B", SECTION FOURTEEN
BOOK 94, PAGES 220-222
PLAT RECORDS OF
TRAVIS COUNTY

⑤

CIRCLE C RANCH
PHASE "B", SECTION FIFTEEN
BOOK 94, PAGES 223-225
PLAT RECORDS OF
TRAVIS COUNTY

LEGEND

- FOUND 1/2" IRON ROD
- FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO., INC"
- SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO., INC"
- ▲ CALCULATED POINT
- () RECORD INFORMATION

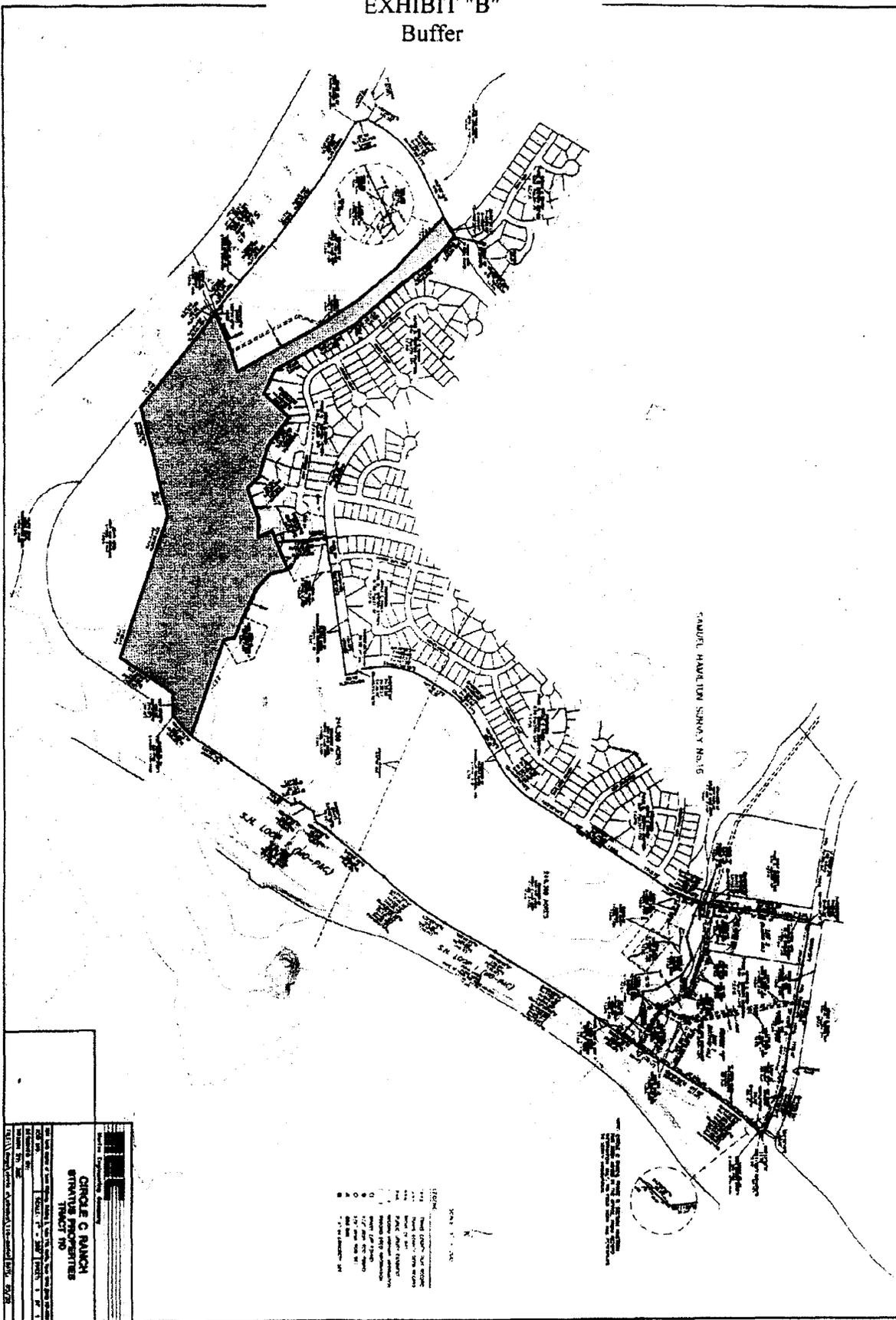
LINE #	BEARING	DISTANCE
L1	S 30°02'30" E	120.00'
(L2)	S 27°23'32" E	120.00'
L3	S 81°01'50" W	4.58'
L4	S 81°01'50" W	430.11'
(L5)	S 83°40'46" W	430.10'
L6	S 58°45'41" E	145.07'
L7	N 47°55'17" E	135.55'
L8	N 32°24'03" E	50.78'

C1
 Δ=01°04'18"
 R=2120.00'
 CS=580°28'40"W
 C=38.65'
 A=38.65'

ESEI	CAPITAL SURVEYING COMPANY
	INCORPORATED
1161 Capital of Texas Highway South Austin, Texas 78748	Phone & Telex 118 (512) 337-4008
DRAWN BY: 58	SCALE: F.S.

EXHIBIT "B"

Buffer



<p>CIRCLE C RANCH STATUS PROPERTIES TRACT NO.</p>	
<p>DATE OF SURVEY: 11/11/1988</p>	<p>SCALE: 1" = 200'</p>
<p>PROJECT NO. 88-001</p>	<p>DATE: 11/11/1988</p>
<p>BY: [Signature]</p>	<p>CHECKED BY: [Signature]</p>
<p>APPROVED BY: [Signature]</p>	<p>DATE: 11/11/1988</p>

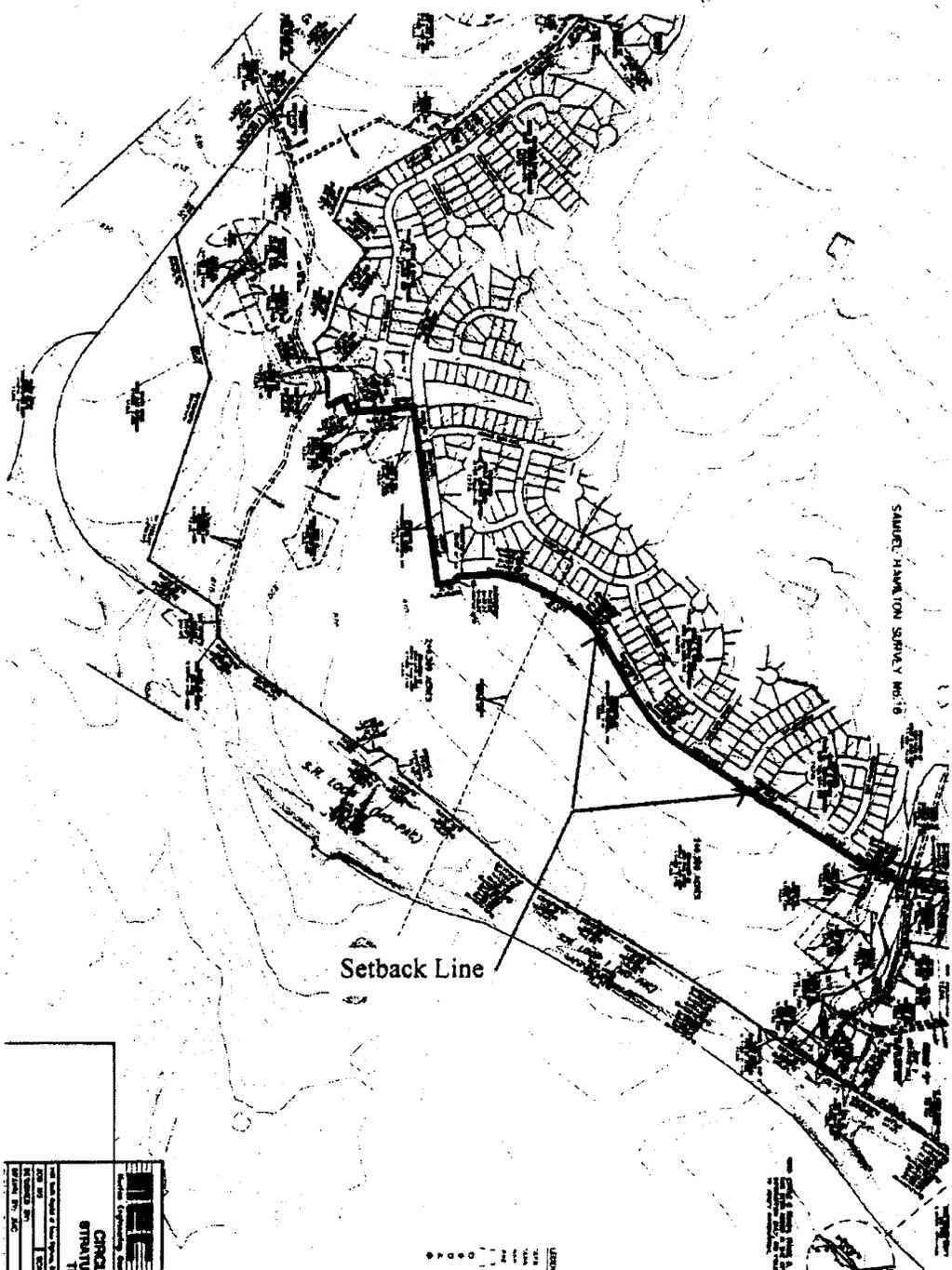
- 1. THE BOUNDARY OF THE RANCH
- 2. THE BOUNDARY OF THE BUFFER
- 3. THE BOUNDARY OF THE TRACT
- 4. THE BOUNDARY OF THE LOT
- 5. THE BOUNDARY OF THE EASEMENT
- 6. THE BOUNDARY OF THE UTILITY LINE
- 7. THE BOUNDARY OF THE ROAD
- 8. THE BOUNDARY OF THE FENCE
- 9. THE BOUNDARY OF THE TREE
- 10. THE BOUNDARY OF THE ROCK

EXHIBIT "C"

RETAIL USE CATEGORY

Bed & Breakfast Residential (Groups 1 & 2)	Automotive Rentals
Group Residential	Automotive Sales
Automotive Repair Services	
Automotive Washing (Any Type)	Consumer Convenience Services
Business Support Services	Convenience Storage
Communications Services	Exterminating Services
Consumer Repair Services	Food Sales
	General Retail Sales (Convenience & General)
Funeral Services	Indoor Entertainment
Hotel-Motel	Medical Offices Exceeding and Not Exceeding 5,000 sq.ft. of gross floor area
Indoor Sports and Recreation	Outdoor Entertainment – <i>Conditional</i>
	Personal Improvement Services
Outdoor Sports & Recreation	Pet Services
Personal Services	Restaurant (Drive-In, Fast Food, General & Limited)
Plant Nursery	Veterinary Services
Service Station	
Theater	Custom Manufacturing
Communication Service Facilities	
Congregate Living	Counseling Services
Cultural Services	Day Care Services (Commercial, General & Limited)
Family Home	Group Home Class I (General & Limited)
Group Home Class II	
Hospital Services (General) – <i>Conditional</i>	Hospital Services (Limited)
Local Utility Services	
Residential Treatment	
Urban Farm	

EXHIBIT "D"
Setback Line



SAMUEL HAMILTON SURVEY No. 18

Setback Line

<p>CIRCLE O RANCH STRAIGHT PROPERTIES TRACT No. 10</p>	
DATE	1987
BY	[Signature]
CHECKED BY	[Signature]
SCALE	1" = 100'
PROJECT NO.	100
DATE	1987

- LEGEND**
- ▬ BOUNDARY LINE
 - ▬ SETBACK LINE
 - ▬ PROPERTY LINE
 - ▬ EASEMENT
 - ▬ ROAD
 - ▬ RAILROAD
 - ▬ POWER LINE
 - ▬ TELEPHONE LINE
 - ▬ FENCE
 - ▬ TREES
 - ▬ ROCKS
 - ▬ WATER
 - ▬ BUILDING
 - ▬ DRIVE
 - ▬ WALKWAY
 - ▬ POLE
 - ▬ SIGN
 - ▬ UTILITY
 - ▬ FURNITURE
 - ▬ OBSTACLE
 - ▬ OTHER

SCALE: 1" = 100'

DATE: 1987

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 09, 2011 05:00 PM 2011132004

SCOTTR: \$124.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Operational Budget 2026

2026 CCHOA INCOME BUDGET

		2025	3%	2026	2.91%	4.98%	9.97%				
		\$962		\$962		\$990		\$1,010		\$1,058	
Category	Subcategory										
Homeowner Income	Homeowner Dues	\$5,290,000		\$5,290,000		\$5,400,000		\$5,500,000		\$5,800,000	4100
Homeowner Income	Resale Certificates	\$50,625		\$49,950		\$49,950		\$49,950		\$49,950	4400
Homeowner Income	Transfer Fees Income	\$41,125		\$39,900		\$39,900		\$39,900		\$39,900	4200
Homeowner Income	Late Fees Collected	\$35,000		\$40,000		\$40,000		\$40,000		\$40,000	4600
Homeowner Income	Lien Admin Fees Income	\$900		\$3,000		\$3,000		\$3,000		\$3,000	4650
Homeowner Income	Filing Fee Income	\$800		\$2,500		\$2,500		\$2,500		\$2,500	4700
Homeowner Income	NSF Charges	\$50		\$50		\$50		\$50		\$50	4550
Homeowner Income Total		\$5,418,500		\$5,425,400		\$5,535,400		\$5,635,400		\$5,935,400	
Architectural Review Inc	Architectural Review Income	\$10,000		\$7,500		\$7,500		\$7,500		\$7,500	4300
Architectural Review Income Total		\$10,000		\$7,500		\$7,500		\$7,500		\$7,500	
Rental Income	Office Rent	\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	4752
Rental Income	Grill Rent	\$6,300									4975
Rental Income Total		\$16,300		\$10,000		\$10,000		\$10,000		\$10,000	
	Group Swim Lessons		\$20,000		\$20,000		\$20,000		\$20,000		4841
	Private Swim Lessons		\$35,000		\$35,000		\$35,000		\$35,000		4842
	Classes/Clinics		\$10,000		\$10,000		\$10,000		\$10,000		4804
	Contracted Programs		\$0								4850
Aquatics Income	Pool Programs	\$65,000		\$65,000		\$65,000		\$65,000		\$65,000	
	Registration Fee's		\$6,000		\$6,000		\$6,000		\$6,000		4801
	Away Meet Entry Fees		\$2,500		\$2,500		\$2,500		\$2,500		4807
	Memberships Due/Reg Fees		\$120,000		\$120,000		\$120,000		\$120,000		4805
	Home Meet		\$8,000		\$8,000		\$8,000		\$8,000		4806
Aquatics Income	Pool Programs - Swim Team	\$136,500		\$136,500		\$136,500		\$136,500		\$136,500	
	Merchandise Sales		\$2,500		\$2,500		\$2,500		\$2,500		4900
	Uniform Sales		\$3,000		\$3,000		\$3,000		\$3,000		4901
	Guest Fees		\$10,000		\$10,000		\$10,000		\$10,000		4950
	ID Replacement Cards		\$500		\$500		\$500		\$500		4905
	Area Reservations)		\$2,500		\$3,000		\$3,000		\$3,000		4951
	Facility Rentals		\$3,000		\$3,000		\$3,000		\$3,000		4952
	Lane Rentals		\$20,000		\$20,000		\$20,000		\$20,000		4953
Aquatics Income	Facility Income	\$41,500		\$42,000		\$42,000		\$42,000		\$42,000	
Aquatics Income Total		\$243,000		\$243,500		\$243,500		\$243,500		\$243,500	
CCCC Income	CCCC Facility rentals	\$70,000		\$85,000		\$85,000		\$85,000		\$85,000	4985
CCCC Income Total		\$70,000		\$85,000		\$85,000		\$85,000		\$85,000	
Landscape Reimbursemer	Stratus Reimb	\$114,450		\$114,450		\$114,450		\$114,450		\$114,450	4775
Landscape Reimbursemer	COA Reimb	\$17,600		\$17,600		\$17,600		\$17,600		\$17,600	4785
Landscape Reimbursements Total		\$132,050		\$132,050		\$132,050		\$132,050		\$132,050	

Miscellaneous	Interest Income	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	4500
Miscellaneous Total		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	
The Rowell HOA	The Rowell HOA	\$135,000	\$138,000	\$143,000	\$146,000	\$153,000	\$153,000	4997
Cove @ Circle C		\$22,000	\$22,000	\$23,000	\$24,000	\$25,000	\$25,000	
Access Agreement Totals		\$157,000	\$160,000	\$166,000	\$170,000	\$178,000	\$178,000	4995
Grand Total		\$6,121,850	\$6,138,450	\$6,254,450	\$6,350,950	\$6,658,950	\$6,658,950	

2026 CCHOA EXPENSE BUDGET

Category	Subcategory							
Commons Area Services	Common Area Landscaping	\$1,524,159	\$1,537,659	\$1,537,659	\$1,537,659	\$1,537,659	\$1,537,659	5550
Commons Area Services	Swim Center Landscaping	\$38,607	\$38,607	\$38,607	\$38,607	\$38,607	\$38,607	5873
Commons Area Services	Community Center Landscaping	\$38,607	\$38,607	\$38,607	\$38,607	\$38,607	\$38,607	7025
Commons Area Services	Avana Swim Center Landscaping	\$27,377	\$27,377	\$27,377	\$27,377	\$27,377	\$27,377	6320
Commons Area Services	GreyRock Landscaping	\$27,377	\$27,377	\$27,377	\$27,377	\$27,377	\$27,377	6420
Commons Area Services	Common Area Holiday Lighting	\$53,117	\$53,117	\$53,117	\$53,117	\$53,117	\$53,117	5727
Commons Area Services	Landscape Maint Contract	\$1,709,244	\$1,722,744	\$1,722,744	\$1,722,744	\$1,722,744	\$1,722,744	5550
Commons Area Services	Landscape Repairs	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	5650
Commons Area Services	Landscape Water Utilities	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	5970
Common Area Services	COA Water Utility Compliance	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	5975
Commons Area Services	Landscape Electric Utilities	\$36,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	5950
Common Area Services	Tree Care	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	5625
Common Area Services	Plant Replacement	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	5630
Commons Area Services	Fence Repairs & Maint	\$8,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	5690
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	5695
Common Area Services	Neighborhood Maint & Repair	\$27,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	5825
Common Area Services	Non Contract Maintenance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	5875
Common Area Services	Permits	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	7165
Commons Area Services Total		\$2,519,244	\$2,557,744	\$2,557,744	\$2,557,744	\$2,557,744	\$2,557,744	
	Office Supplies	\$36,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	6010
	Employee Education & Skills Enhancement	\$9,500	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	5877
	Staff Uniforms	\$12,500	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	6014
	Staff Recruitment & Hiring	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	5883
	Retail Merchandise	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	6015
	ARC Program Fees	\$12,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	6009
Aquatics Facilities	Administrative	\$75,500	\$85,500	\$85,500	\$85,500	\$85,500	\$85,500	
	Safety Equip & Supplies	\$15,000	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500	5895
	Program Equip & Supplies	\$5,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	6008
	Pool Supplies	\$8,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	6007
Aquatics Facilities	Supplies - Pool	\$28,000	\$31,500	\$31,500	\$31,500	\$31,500	\$31,500	
	SC	\$48,000	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000	5876
	CC	\$20,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	7050
	Avana	\$17,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	6310
	Greyrock	\$8,000	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	6410
Aquatics Facilities	Supplies - Chemicals	\$93,000	\$106,500	\$106,500	\$106,500	\$106,500	\$106,500	

	USA Swimming Registration		\$2,000		\$2,500		\$2,500		\$2,500		\$2,500		6250
	Coach Training		\$2,000		\$2,500		\$2,500		\$2,500		\$2,500		6245
	Swim Team Supplies		\$4,000		\$4,000		\$4,000		\$4,000		\$4,000		6220
	Meet Expenses												6280
	Staff Meet Expenses		\$7,000		\$7,500		\$7,500		\$7,500		\$7,500		6282
	Home Swim Meet		\$4,000		\$4,000		\$4,000		\$4,000		\$4,000		6283
Aquatics Facilities	Supplies & Fees - Swim Team		\$19,000		\$20,500		\$20,500		\$20,500		\$20,500		
	SC - Equipment		\$52,000		\$57,000		\$57,000		\$57,000		\$57,000		6012
	CC - Equipment		\$26,000		\$32,000		\$32,000		\$32,000		\$32,000		7040
	Avana - Equipment		\$18,000		\$20,000		\$20,000		\$20,000		\$20,000		6345
	GR - Equipment		\$11,000		\$12,000		\$12,000		\$12,000		\$12,000		6445
	SC - Pool & Deck Coatings		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000		5885
	CC - Pool & Deck Coatings		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000		7055
	Avana - Pool & Decking Coatings		\$1,500		\$1,500		\$1,500		\$1,500		\$1,500		6370
	GR - Pool. & Decking Coatings		\$1,200		\$12,000		\$12,000		\$12,000		\$12,000		6470
	SC - Vacuum		\$3,000		\$4,000		\$4,000		\$4,000		\$4,000		5894
	CC - Vacuum		\$1,000		\$1,200		\$1,200		\$1,200		\$1,200		7060
	Avana - Vacuum		\$650		\$650		\$650		\$650		\$650		6395
	GR - Vacuum		\$650		\$650		\$650		\$650		\$650		6495
	SC - Permits & Inspections		\$1,900		\$2,000		\$2,000		\$2,000		\$2,000		5897
	CC - Permits & Inspections		\$8,000		\$8,000		\$8,000		\$8,000		\$8,000		7062
	Avana- Permits & Inspections		\$800		\$800		\$800		\$800		\$800		6365
	GR- Permits & Inspections		\$500		\$500		\$500		\$500		\$500		6465
Aquatics Facilities	Maintenance - Pool		\$136,200		\$162,300		\$162,300		\$162,300		\$162,300		
	SC - Janitorial		\$14,000		\$16,000		\$16,000		\$16,000		\$16,000		5880
	CC - Janitorial		\$1,000		\$1,500		\$1,500		\$1,500		\$1,500		7070
	Avana - Janitorial		\$500		\$750		\$750		\$750		\$750		6355
	GR - Janitorial		\$500		\$750		\$750		\$750		\$750		6455
	SC - Fence		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000		5882
	CC - Fence		\$2,000		\$4,000		\$4,000		\$4,000		\$4,000		7080
	Avana - Fence		\$700		\$1,200		\$1,200		\$1,200		\$1,200		6350
	GR - Fence		\$700		\$1,200		\$1,200		\$1,200		\$1,200		6450
	SC - Equip & Maint		\$14,000		\$20,000		\$20,000		\$20,000		\$20,000		5890
	CC - Equip & Maint		\$4,500		\$4,500		\$4,500		\$4,500		\$4,500		7090
	Avana - Equip & Maint		\$1,200		\$1,500		\$1,500		\$1,500		\$1,500		6340
	GR-Equip & Maint		\$700		\$1,000		\$1,000		\$1,000		\$1,000		6440
	SC - Supplies		\$3,500		\$4,500		\$4,500		\$4,500		\$4,500		5790
	CC - Supplies		\$800		\$800		\$800		\$800		\$800		7045
	Avana - Supplies		\$500		\$500		\$500		\$500		\$500		6375
	GR - Supplies		\$400		\$400		\$400		\$400		\$400		6475
	Playground		\$6,000		\$7,000		\$7,000		\$7,000		\$7,000		7150
	Café Building		\$3,000		\$0		\$0		\$0		\$0		5896
	Post Office Building		\$1,800		\$1,800		\$1,800		\$1,800		\$1,800		7155
	Swim Center Parking Lot & Dumpster		\$30,000		\$35,000		\$35,000		\$35,000		\$35,000		5874
	Avana Parking Lot & Dumpster		\$600		\$600		\$600		\$600		\$600		6360
	Greyrock - Parking Lot & Dumpster		\$600		\$600		\$600		\$600		\$600		6460
Aquatics Facilities	Maintenance - Building		\$92,000		\$108,600		\$108,600		\$108,600		\$108,600		
	Aquatics Management		\$215,000		\$225,000		\$225,000		\$225,000		\$225,000		6027
	Lifeguards		\$800,000		\$800,000		\$800,000		\$800,000		\$800,000		6021
	Front Desk		\$123,000		\$130,000		\$130,000		\$130,000		\$130,000		6022
	Payroll Taxes		\$92,000		\$100,000		\$100,000		\$100,000		\$100,000		5865-5868

HOA Operations	Office Supplies	\$11,000		\$11,000		\$11,000		\$11,000		5800
	Computers, Software & Service		\$12,000		\$12,000		\$12,000		\$12,000	5775
	Cameras		\$6,000		\$6,000		\$6,000		\$6,000	5776
	Furniture		\$3,000		\$3,000		\$3,000		\$3,000	5777
HOA Operations	Equip/Maintenance	\$21,000		\$21,000		\$21,000		\$21,000		
	Maintenance/Registration		\$3,000		\$3,000		\$3,000		\$3,000	5765
	Gas		\$5,000		\$5,000		\$5,000		\$5,000	5770
HOA Operations	HOA Owned vehicles	\$8,000		\$8,000		\$8,000		\$8,000		
HOA Operations	Postage	\$28,000		\$28,000		\$28,000		\$28,000		5850
HOA Operations	Web Operations	\$5,000		\$6,000		\$6,000		\$6,000		5750
HOA Operations	Printing	\$7,000		\$6,000		\$6,000		\$6,000		5200
HOA Operations	HOA Meetings	\$7,000		\$8,000		\$8,000		\$8,000		5400
HOA Operations	Deed Restrictions	\$20,000		\$2,000		\$2,000		\$2,000		5075
HOA Operations	HOA Special Events	\$45,000		\$45,000		\$45,000		\$45,000		5100
HOA Operations	Professional Fees (Consulting)	\$2,000		\$2,000		\$2,000		\$2,000		5840
	Reserve Study Update	\$0								5845
HOA Operations Total		\$154,000		\$137,000		\$137,000		\$137,000		
Financial Management	Management Services	\$115,850		\$118,062		\$118,062		\$118,062		5700
Financial Management	Resale Certificate	\$11,250		\$11,100		\$11,100		\$11,100		5710
Financial Management	Lien Filing Administrative Fees	\$3,000		\$3,250		\$3,250		\$3,250		5350
Financial Management	Bank Fees/Credit Card Fees	\$70,000		\$80,000		\$80,000		\$80,000		5050-5051
Financial Management	CPA/Audit	\$10,000		\$10,000		\$10,000		\$10,000		5000
Financial Management Total		\$210,100		\$222,412		\$222,412		\$222,412		
HOA Management	Management Payroll	\$235,000		\$245,000		\$245,000		\$245,000		5030
HOA Management	Management Payroll Taxes	\$25,000		\$24,000		\$24,000		\$24,000		5040
HOA Management	Mileage Reimbursement	\$6,000		\$7,000		\$7,000		\$7,000		6026
HOA Management	Health Insurance	\$60,000		\$65,000		\$65,000		\$65,000		5506
HOA Management	Cont Ed & Skills Enhancement	\$2,000		\$2,000		\$2,000		\$2,000		5760
HOA Management Total		\$328,000		\$343,000		\$343,000		\$343,000		
Architectural Review Exp	Architectural Review Expenses	\$8,000								5450
Architectural Review Expenses Total		\$8,000		\$0		\$0		\$0		
Legal Services	Legal Services	\$20,000		\$20,000		\$20,000		\$20,000		5600
Legal Services Total		\$20,000		\$20,000		\$20,000		\$20,000		
Taxes	Property	\$18,000		\$15,000		\$15,000		\$15,000		5920
Taxes Total		\$18,000		\$15,000		\$15,000		\$15,000		
Insurance	General, Property, Boiler & Auto, Umbrella	\$105,000		\$120,000		\$120,000		\$120,000		5500
Insurance	HOA Owned Vehicles	\$6,000		\$6,500		\$6,500		\$6,500		5502
Insurance	D & O Insurance	\$14,000		\$14,000		\$14,000		\$14,000		5501
Insurance	Worker's Comp	\$16,000		\$16,000		\$16,000		\$16,000		5505
Insurance Total		\$141,000		\$156,500		\$156,500		\$156,500		
Community Enhancemen	Donations	\$1,000		\$1,000		\$1,000		\$1,000		5300
Community Enhancemen	Association Memberships	\$2,000		\$2,000		\$2,000		\$2,000		5726

Community Enhancement Total

Reserve Transfer

Reserve Transfer Total

Grand Total

Difference

\$3,000		
	\$183,506	
\$183,506		
\$6,121,850		
\$0		

\$3,000		
	\$0	
\$0		
\$6,144,606		
-\$6,156		

\$3,000		
	\$109,844	
\$109,844		
\$6,254,450		
\$0		

\$3,000		
	\$206,344	
\$206,344		
\$6,350,950		
\$0		

\$3,000		
	\$514,344	
\$514,344		
\$6,658,950		
\$0		

Exhibit A

	<u>Expected Reserve Expenditures and</u>		2026	
	Café Conversation		\$21,000	
1st or 3rd Quarter	SC Pump Room Roof Seal		\$9,000	Is in terrible shape
3rd Quarter	Vintage Playground Shade Fabric		\$8,000	Has reached the end of it life
1st Quarter	CC Slide - Address Rust Issues/Replace		\$25,000	Has to be done. This is an updated cost that only addresses the bad areas.
2nd Quarter	CCCC Acoustic Ceiling Tile Replacement		\$20,000	Can be deferred but the ceiling is in terrible shape
1st Quarter	SC Slide Platform Repair (to get us		\$5,000	Repair the platform or remove the slide
1st Quarter	SC Exterior Block Re-Grout			Being moved to operating \$2,500
2nd Quarter	CC Pool Compsite Deck Remodel		\$47,720	Two choices - replace or do a repair to get by for a year. This deck is in terrible shape and is the entrance to the Community Center pool and has the bike racks located on it. We would relocated the bike racks off of the deck, shrink the size of the deck to just an entrance to the pool.
	Or repair deck to get by for a year		\$5,000	
1st Quarter	SC Competition Pool Pump Replacement		\$25,000	Has to be done.
1st or 3rd Quarter	SC Seal Coat		\$13,000	Moved from 2025
1st or 3rd Quarter	CCCC Seal Coat		\$15,000	Moved from 2025
	Vintage Place Entrance		\$280,000	
	Escarpment Median		\$250,000	
	Node Clock Replacement		\$90,000	Less node clocks going into 2026 since the first two phases addressed the worst wiring. Getting the two meters installed at Dedham & Redmond took longer than expected but will help connect the wiring, eliminating some node clocks.
	Rock Work		\$25,000	These three line items are needed for the smaller repairs/replacements that come up so that we can get those addressed.
	Irrigation Upgrades		\$35,000	
	Bed Upgrades		\$35,000	
1st Quarter	Escarpment Project		\$200,000	Phase 3 or a 4-Phase project
	Construction Repairs		\$50,000	This is used all throughout the year due to repairs
	Total		\$1,158,720	

LEASE

Basic Terms

Date: October 29, 2025

Landlord: Circle C Homeowners Association, Inc.

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

Tenant: Circle C Landscape, LLC

Tenant's Address: 5919 La Crosse Avenue, Suite 200
Austin, Texas 78739

Premises: CCHOA Office Building 5919 La Crosse, Avenue, Suite 200, approximately 140 square feet; time clock area in entry space and use of bathroom.

Term (months): 12, with a one (1) year renewal option

Commencement Date: January 1, 2026

Termination Date: December 31, 2026

Base Rent (quarterly): \$18.90 per square foot for the interior space of 140 square feet totaling \$661.50 per quarter.

Permitted Use: Landscape Office/Storage

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, Jan 15, Apr 15, Jul 15 and Oct 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: Joanne Kinzer

Title: CCHOA President

Date: _____

CIRCLE C LANDSCAPING, LLC

By: _____

Printed Name: Kyle Hoover

Title: Circle C Landscape, LLC President

Date: _____