

CCHOA Board Meeting Agenda
25 June 2019, 6:30pm
Circle C Community Center

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of May 28, 2019 board meeting minutes *Russ Hodes*
- IV. Homeowner Forum (*3 min each*)
 - a. Danielle Morin
 - b. Kristin Smith
 - c. Ashish Jain
 - d. Jacob Vanhorn
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. May YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Fining Policy
 - b. Escarpment Loop Project
- VII. Action Items
 - a. Landscape Contract
 - b. Monument Contract
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. Pool Policy

Attachments

- 1. May 2019 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. Fining Policy
- 7. Escarpment Project
- 8. Landscape Contract
- 9. Pool Policy

Circle C Homeowners Association
Board Meeting Minutes
May 28, 2019

1. The CCHOA Board of Directors convened on May 28, 2019 at the Circle C Community Center. Kim called the meeting to order at 6:30 p.m. In attendance were board members Kim Ackermann, AE Martin, Jason Bram and Russ Hodes. Steve Urban, Michael Chu and Natalie Placer-McClure were not present. CCHOA Manager Karen Hibpshman was in attendance. Marnie McLeod, Assistant Manager was present. Brody McKinley, Aquatics Director was present. Robert Bardeleben, Facilities Coordinator was present. Susan Hoover & Clayton Hoover from Circle C Landscape were present.
2. Kim asked if there were any changes to the agenda. AE request to add Policy procedures for the ACC under discussion items as #d. Jason motioned to accept the agenda with the change. Russ seconded the motion.
3. Kim presented the April 30, 2019 board meeting minutes. Russ motioned to accept the minutes as written. Jason seconded the motion. All were in favor and the motion passed.
4. Kim introduced the Homeowner Forum. No homeowners for the Homeowners Forum.
5. Karen presented the management report and the YTD Financials.
6. Clayton presented the landscaping report.
7. Brody presented the aquatics report.
8. Robert presented the maintenance report
9. The first discussion item was the Landscaping Contract. Karen and Clayton presented the new proposal from Circle C Landscaping. The board will review via email and this will be an action item for the June board meeting.
10. The second discussion item was the Escarpment Loop. Karen updated the board that the irrigation designer is still working on their part but will email the final plans when received.
11. The third discussion item was the Circle C Café Lease. Circle C Café requested a 12-month lease versus the 24-month lease. The new lease will be presented to the board in October.
12. The fourth discussion item was Policy procedures for the ACC Committee. Information on the policy for the ACC Committee will be presented to the board at the June meeting.
13. The first action item was Changing of bank accounts from Comerica to The Bank of Austin. Russ motioned to change from Comerica to The Bank of Austin. AE seconded the motion. All were in favor and the motion passed.
14. The second action item was the Monument Proposal. Jason motioned to table this item. AE seconded the motion. All were in favor and the motion passed.

15. The third action item was the AISD Easement Agreement. Russ motioned to approve the AISD Easement Agreements & MOU. AE seconded the motion. All were in favor and the motion passed.
16. The fourth action item was the 2019 Budget Review/Adjustment. Karen requested that under The Rowell income line that it is increased from \$15,000 to \$45,000. Karen also requested that under the Swim Center water expense that the amount is corrected from \$3,000 to \$30,000. Jason motioned to approved the changes to the 2019 budget. Russ seconded the motion. All were in favor and the motion passed.
17. The fifth action item was the Acceptance of the Bernia landscape area (between Mundomar and Veronese). AE motion to accept this landscape area. Jason seconded the motion. All were in favor and the motion passed.
18. The sixth action item was the Acceptance of Avana 1, Section 6, Blk K, Lot 9. Jason motioned to accept this landscape area. Russ seconded the motion. All were in favor and the motion passed.
19. The seventh action item was the Proposed CC&R amendments. Karen will provide the language for the addition of additional land at the June board meeting. Russ motioned to table this item. Jason seconded the motion. All were in favor and the motion passed.
20. Jason motioned to adjourn the Public Meeting at 7:42pm. Russ seconded the motion. All were in favor and the motion passed.
21. No executive session

2019 CCHOA INCOME BUDGET

Category	Subcategory	2019 Budget	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Totals	%
Homeowner Income	Homeowner Dues	\$3,527,000	\$42,966.08	\$986,492.36	\$524,743.93	\$159,979.86	\$109,207.83	\$1,823,390.06	52%
Homeowner Income	Resale Certificates	\$75,000	\$3,825.00	\$5,175.00	\$6,975.00	\$10,125.00	\$10,800.00	\$36,900.00	49%
Homeowner Income	Transfer Fees I0come	\$100,000	\$5,514.57	\$2,450.00	\$5,950.00	\$7,350.00	\$8,400.00	\$29,664.57	30%
Homeowner Income	Late Fees Collected	\$20,000	\$2,113.00	\$1,523.19	\$1,542.65	\$2,529.93	\$2,875.29	\$10,584.06	53%
Homeowner Income	Lien Admin Fees Income	\$400	\$84.00	\$83.30	\$70.00	\$42.00	\$28.00	\$307.30	77%
Homeowner Income	Filing Fee Income	\$1,250	\$364.70	\$238.00	\$280.00	\$168.00	\$140.85	\$1,191.55	95%
Homeowner Income	NSF Charges	\$100	\$0.00	\$25.00	\$25.00	\$0.00	\$0.00	\$50.00	50%
Homeowner Income	Collection Fee Income	\$250	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Homeowner Income Total		\$3,724,000	\$54,867.35	\$995,986.85	\$539,586.58	\$180,194.79	\$131,451.97	\$1,902,087.54	51%
Architectural Review Income	Architectural Review I0come	\$25,000	\$5,610.00	\$6,585.00	\$5,560.00	\$8,835.00	\$8,085.00	\$34,675.00	139%
Architectural Review I0come Total		\$25,000	\$5,610.00	\$6,585.00	\$5,560.00	\$8,835.00	\$8,085.00	\$34,675.00	139%
Rental Income	Office Rent	\$8,300	\$2,193.28	\$0.00	\$0.00	\$2,193.28	\$0.00	\$4,386.56	53%
Rental Income	Grill Rent	\$6,300	\$512.50	\$512.50	\$512.50	\$512.50	\$512.50	\$2,562.50	41%
Rental Income Total		\$14,600	\$2,705.78	\$512.50	\$512.50	\$2,705.78	\$512.50	\$6,949.06	48%
Aquatics Income	Pool Programs	\$88,000	\$1,073.75	\$2,511.50	\$9,689.00	\$11,049.50	\$18,273.50	\$42,597.25	48%
Aquatics Income	Pool Programs - Swim Team	\$143,500	\$6,514.50	\$6,665.00	\$7,560.00	\$8,880.00	\$10,865.00	\$40,484.50	28%
Aquatics Income	Facility Income	\$37,500	\$6,945.66	\$136.66	\$7,068.01	\$4,192.66	\$10,958.81	\$29,301.80	78%
Aquatics Income Total		\$269,000	\$14,533.91	\$9,313.16	\$24,317.01	\$24,122.16	\$40,097.31	\$112,383.55	42%
CCCC Income	CCCC Facility Rentals	\$50,000	\$4,590.00	\$3,492.50	\$3,165.00	\$4,152.48	\$4,885.00	\$20,284.98	41%
CCCC Income Total		\$50,000	\$4,590.00	\$3,492.50	\$3,165.00	\$4,152.48	\$4,885.00	\$20,284.98	41%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Miscellaneous	Interest Income	\$5,000	\$1,358.45	\$1,235.21	\$4,542.19	\$2,205.31	\$1,436.26	\$10,777.42	216%
Miscellaneous	Sales Tax Discount	\$0	\$1.18	\$0.00	\$0.00	\$0.00	\$0.00	\$1.18	
Miscellaneous Total		\$5,000	\$1,359.63	\$1,235.21	\$4,542.19	\$2,205.31	\$1,436.26	\$10,778.60	216%
Rowell Reimbursement	The Rowell HOA	\$45,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
The Rowell Total		\$45,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Grand Total		\$4,247,200.00	\$83,666.67	\$1,017,125.22	\$577,683.28	\$222,215.52	\$186,468.04	\$2,087,158.73	49%

2019 CCHOA EXPENSE BUDGET

Category	Subcategory	2019 Budget	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,155,950	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$481,646.20	42%
Commons Area Services	Contract Landscape SC	\$30,318	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$12,632.80	42%
Commons Area Services	Contract Landscape CCCC	\$30,318	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$12,632.80	42%
Commons Area Services	Contract Landscape AV	\$21,500	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$8,958.25	42%
Common Area Services	Contract Landscape GR	\$21,500	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$8,958.25	42%
Common Area Services	Common Area Holiday Lighting	\$43,075	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$70,000	\$925.00	\$982.95	\$0.00	\$7,680.00	\$11,441.00	\$21,028.95	30%
Commons Area Services	Landscape Water Utilities	\$245,000	\$3,019.22	\$3,261.90	\$2,635.14	\$5,181.30	\$6,646.60	\$20,744.16	8%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$7,998.50	\$0.00	\$0.00	\$0.00	\$0.00	\$7,998.50	100%
Common Area Services	Landscape Electric Utilities	\$36,000	\$4,533.35	\$3,562.85	\$2,651.75	\$2,560.08	\$2,894.89	\$16,202.92	45%
Common Area Services	Tree Care	\$25,000	\$8,340.00	\$985.00	\$0.00	\$0.00	\$0.00	\$9,325.00	37%
Commons Area Services	Fence Repairs & Maint	\$7,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Electrical Repairs & Maint	\$13,000	\$1,638.25	\$0.00	\$62.68	\$1,361.98	\$55.00	\$3,117.91	24%

Common Area Services	Neighborhood Maint & Repair	\$17,000	\$1,847.83	\$1,489.46	-\$75.60	\$862.98	\$77.58	\$4,202.25	25%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$37.89	\$0.00	\$2,430.21	\$2,468.10	16%
Commons Area Services Total		\$1,743,661	\$133,267.81	\$115,247.82	\$110,277.52	\$122,612.00	\$128,510.94	\$609,916.09	35%
Aquatics Facilities	Administrative	\$58,000	\$3,272.11	\$3,500.99	\$4,768.90	\$7,971.80	\$4,332.42	\$23,846.22	41%
Aquatics Facilities	Supplies - Pool	\$16,000	\$549.45	\$542.87	\$97.76	\$913.49	\$546.25	\$2,649.82	17%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$3,880.50	\$2,991.37	\$3,407.06	\$4,885.80	\$4,020.21	\$19,184.94	27%
Aquatics Facilities	Supplies & Fees - Swim Team	\$25,000	-\$88.32	\$923.44	\$1,635.56	\$2,246.38	\$845.56	\$5,562.62	22%
Aquatics Facilities	Maintenance - Pool	\$81,500	\$6,489.94	\$8,537.05	\$11,475.09	\$1,741.38	\$3,986.74	\$32,230.20	40%
Aquatics Facilities	Maintenance - Building	\$52,000	\$1,952.39	\$2,343.33	\$4,668.34	\$2,498.59	\$2,355.92	\$13,818.57	27%
Aquatics Facilities	Payroll - Staff	\$652,000	\$24,221.01	\$27,355.01	\$28,894.61	\$46,641.49	\$94,007.28	\$221,119.40	34%
Aquatics Facilities	Payroll - Programming Staff	\$41,000	\$536.40	\$742.97	\$1,048.31	\$2,418.58	\$5,771.47	\$10,517.73	26%
Aquatics Facilities	Payroll - Swim Team	\$121,825	\$6,166.23	\$7,138.88	\$7,567.82	\$7,326.13	\$11,357.44	\$39,556.50	32%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,359.82	\$1,600.79	\$1,913.31	\$4,328.37	\$1,947.21	\$11,149.50	37%
Aquatics Facilities	Avana _Utilities-Water	\$4,500	\$101.48	\$101.48	\$101.48	\$202.96	\$0.00	\$507.40	11%
Aquatics Facilities	GR - Utilities - Water	\$4,500	\$203.46	\$187.76	\$211.08	\$210.38	\$193.59	\$1,006.27	22%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$2,062.57	\$2,131.34	\$1,537.70	-\$391.43	\$1,876.07	\$7,216.25	26%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$853.83	\$834.52	\$785.95	\$813.93	\$806.70	\$4,094.93	34%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$416.23	\$437.06	\$437.79	\$401.95	\$416.60	\$2,109.63	35%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$6,328.07	\$5,142.85	\$3,856.42	\$2,822.30	\$2,453.28	\$20,602.92	64%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$11,000	\$421.30	\$506.26	\$506.26	\$511.59	\$511.57	\$2,456.98	22%
Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$307.26	\$626.73	\$119.18	\$118.72	\$128.43	\$1,300.32	33%
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$171.80	\$190.92	\$182.21	\$181.75	\$181.63	\$908.31	23%
Aquatic Facilities Total		\$1,254,325	\$59,205.53	\$65,835.62	\$73,214.83	\$85,844.16	\$135,738.37	\$419,838.51	33%
Circle C Community Center	Utilities - Water	\$35,000	\$1,690.42	\$1,740.86	\$1,862.29	\$4,311.05	\$5,254.63	\$14,859.25	42%
Circle C Community Center	Utilities - Electric	\$20,000	\$1,744.57	\$1,654.03	\$1,635.92	\$1,614.18	\$1,422.23	\$8,070.93	40%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$0.00	\$688.34	\$688.34	\$688.34	\$609.21	\$2,674.23	28%
Circle C Community Ctr	Events Payroll	\$6,000	\$0.00	\$265.02	\$255.18	\$204.98	\$1,068.25	\$1,793.43	30%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$404.62	\$0.00	\$0.00	\$0.00	\$404.62	20%
Circle C Community Center	Maintenance - Building	\$39,500	\$3,179.28	\$1,962.39	\$2,663.13	\$2,696.88	\$6,425.76	\$16,927.44	43%
Circle C Community Ctr Total		\$112,100	\$6,614.27	\$6,715.26	\$7,104.86	\$9,515.43	\$14,780.08	\$44,729.90	40%
Maintenance Operations	Office Supplies	\$1,600	\$0.00	\$93.12	\$632.60	-\$0.01	\$0.00	\$725.71	45%
Maintenance Operations	Employee Education	\$1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$738.00	\$0.00	\$738.00	41%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$35.00	\$0.00	\$0.00	\$160.52	\$195.52	65%
Maintenance Operations	Safety Equip/Supplies	\$900	\$253.76	\$68.06	\$0.00	\$194.71	\$0.00	\$516.53	57%
Maintenance Operations	Maintenance Payroll	\$175,000	\$12,661.54	\$12,661.54	\$12,661.54	\$12,661.54	\$18,992.31	\$69,638.47	40%
Maintenance Operations	Pool Tech	\$69,000	\$4,726.69	\$5,877.92	\$7,155.68	\$4,928.84	\$7,115.41	\$29,804.54	43%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,090.17	\$1,063.54	\$1,031.32	\$1,033.01	\$1,561.63	\$5,779.67	39%
Maintenance Operations	Computer/Software	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$5,000	\$19.78	\$1,419.36	\$1,106.54	\$125.18	\$170.58	\$2,841.44	57%
Maintenance Operations	Office Furniture	\$500	\$0.00	\$0.00	\$586.59	\$0.00	\$0.00	\$586.59	117%
Maintenance Operations Total		\$271,300	\$18,751.94	\$21,218.54	\$23,174.27	\$19,681.27	\$28,000.45	\$110,826.47	41%
HOA Operations	Office Supplies	\$9,000	\$261.59	\$3,016.78	\$375.23	\$160.56	\$510.39	\$4,324.55	48%
HOA Operations	Equip & Maintenance	\$14,000	\$252.13	\$183.93	\$1,994.17	\$252.10	\$189.33	\$2,871.66	21%
HOA Operations	HOA Owned Vehicle Expense	\$7,000	\$271.34	\$183.13	\$407.44	\$353.66	\$252.42	\$1,467.99	21%
HOA Operations	Postage	\$16,000	\$3,646.60	\$1,752.95	\$185.40	\$851.25	\$3,185.15	\$9,621.35	60%
HOA Operations	Web Operations	\$3,000	\$71.00	\$323.00	\$456.08	\$171.88	\$74.00	\$1,095.96	37%
HOA Operations	Printing	\$2,000	\$990.97	\$0.00	\$385.55	\$0.00	\$112.35	\$1,488.87	74%
HOA Operations	HOA Meetings	\$6,000	\$0.00	\$593.69	\$69.94	\$0.00	\$0.00	\$663.63	11%
HOA Operations	Deed Restrictions	\$5,000	\$703.56	\$0.00	\$0.00	\$708.56	\$0.00	\$1,412.12	28%
HOA Operations	HOA Special Events	\$30,000	\$7,596.32	\$3,686.00	\$1,611.60	\$1,879.21	\$480.00	\$15,253.13	51%
HOA Operations Total		\$92,000	\$13,793.51	\$9,739.48	\$5,485.41	\$4,377.22	\$4,803.64	\$38,199.26	42%
Financial Management	Management Services	\$105,000	\$8,764.94	\$8,781.18	\$8,854.26	\$8,796.84	\$9,383.78	\$44,581.00	42%
Financial Management	Resale Certificate	\$15,000	\$864.26	\$1,200.00	\$1,500.00	\$2,394.77	\$2,545.11	\$8,504.14	57%
Financial Management	Lien Filing Administrative Fees	\$500	\$156.00	\$130.00	\$130.00	\$52.00	\$78.00	\$546.00	109%
Financial Management	Bank Fees	\$30,000	\$1,755.82	-\$580.48	\$5,337.50	\$4,725.70	\$4,144.67	\$15,383.21	51%

**Circle C Homeowners Association
Manager's Report
May 27, 2019 – June 21, 2019**

Violation Report (May 27th, 2019 – June 21st, 2019)

279 Violations

- 12 (4%) Rubbish and Debris
- 2 (5%) Maintenance
- 204 (73%) Front Yard Maintenance
- 13 (6%) Maintenance
- 6 (2%) Architectural
- 14 (5%) Vehicle Storage
- 10 (3%) Repair of Exterior Damages
- 5 (1.79%) Exterior Lighting
- 7 (2.5%) Driveway
- 2 (.7%) Offensive Activities
- 1 (.3%) Recreational Equipment
- 1 (.3%) Use Limitations

279 Violations by Stage

- 1 (1%) stage 0
- 213 (79%) stage 1/cooperative letters
- 31 (11%) stage 2 letters
- 34 (12%) stage 3 letters

121 Violation Updates/Creates

- 75 (27%) Closed
- 189 (68%) New
- 13 (5%) Escalated
- 8 (3%) Re-Opened

Administration

60 New Homeowner Packets mailed April 20th – June 21st

Financial

AP checks were signed June 11th with Terri Giles

Upcoming Special Events

July 4th – 4th of July Parade

July 12th – Food Trailer Night

July 22nd – Dive-In Movie
 July 30th – Board Meeting
 Aug 3rd – Dive-In Movie
 Aug 9th – Food Trailer Night

Project/Updates

- Delinquency number of the 2019 1st semi-annual billing is 274 down from 908 owners on 4/15/19
- AT&T has done additional damage to Bernia. I am working with Lennar to get these damages reimbursed
- City of Austin is installing new street lights on Trissino. Mastec is done with their work, we will do the repairs to the any broken irrigation lines/wiring. New sod will not be installed in the fall.
- Final repairs were done at the Muirfield entrance to repair CVS damage. This was reimbursed by CVS.
- Damaged mainline at Slaughter/MoPac. Webber agreed to do the bore at Slaughter/Becket. The bore was completed but the sleeves were not installed. There appears to be a sink hole in this area. This has been reported directly to Webber & TxDot for repair. Also followed up on the status of the sleeves.
- The board approved the AISD easement documents & MOU. Waiting on AISD to get us the MOU with the signature page.

- **Capital Projects**

2019 Capital Budget Projects include:

Swim Center - Furniture	Completed
Landscaping – Irrigation Infrastructure	Continuing Project
Landscaping – Slaughter tree trimming	Completed
Landscaping – Rock Word	Continuing Project
Landscaping – Dahlgreen/La Crosse Ave	Completed
Pool Covers	Completed
SC Wade Pool Repairs	Completed
Avana – Re-staining	Completed
CC – Replace final handrail	Completed

Wildflower Park – Picnic Tables/Benches	Completed
Monument	Project has been sent out to bid
Escarpment Project	Final plans sent to the board
Construction Repairs	Repairs due to construction have been done at Bernia, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

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

**Circle C Landscape
Board Report. June 2019**

Weather

General: Spring into HOT SUMMER
Rainfall Total: 3-4 "
Temperature: 72-92 degrees
Major Events: more rain than usual for June!

Maintenance Services

General: Weekly mowing and maintenance
Beds: Trimming, Weeding, Mulching
Shrubs: Hedge Trimming has begun, CCN, Wildflower Park Complete
Treatments: Mychorrhzyza on all new installations
Organic Fertilizer on turf

Outlying Areas

General: CCCC Filter Pond, mowed & cleaned
Outlying areas maintained

Irrigation

General: Double checks have been turned on
All irrigation controllers are on with the exception of construction areas

Repairs:

General repairs including valve replacement
drip repair, head and nozzle repair
Ongoing irrigation checking and monitoring

Capital Improvements

Dahlgreen Median Complete

Drip and bubbler irrigation
Piping to accommodate future repairs/replacement
Three Big Tooth Maples Planted
Flat Rock Border
River Rock Naturalization
Zoysia Grass, Drought Tolerant Plantings



**Circle C Landscape
Board Report. June 2019**

LaCrosse Median Complete

- Drip and bubbler irrigation
- Future irrigation replacement set up according to model
- Five Big Tooth Maple
- Zoysia Grass, Drought Tolerant Plantings
- River Rock Naturlization
- Flat Rock Border



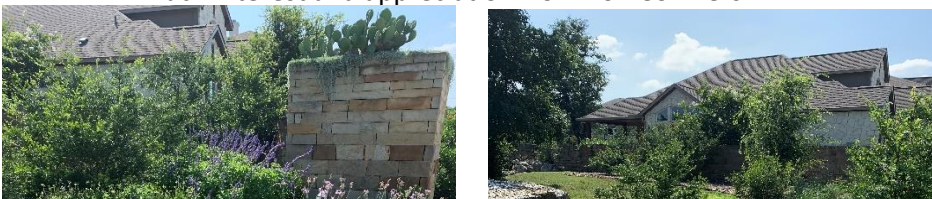
Turf and Bed Repair (CVS Constructiton)

- Replaced damaged turf and bedding plants
- Wildflower Area to be planted in the Fall



2018 Improvements Update

- All of the installations from 2018 have grown in great!
- Much interest and appreciation from homeowners



**Circle C Landscape
Board Report. June 2019**



Cornerstone Bed Upgrades



Cornerstone Turf



Doswell Median Upgrade



Park West Entries



Construction Damage and Projects

Construction continues to be a major threat to the irrigation and commons areas.

Construction Continues at Slaughter/Escarpment and Beckett
Irrigation controllers and water has not been turned on.

**Circle C Landscape
Board Report. June 2019**

Trissino: COA Electric is repairing lights
This project continues machine digging extensive

Escarpment/Avana: Irrigation has been cut off in front of
new elementary school construction
CCL is troubleshooting for additional irrigation that will be
damaged when they cut the water easements.

Muirfield: New irrigation and grass to be installed
Complete!

Slaughter/Escarpment ATT continues boring work on the Slaughter irrigation
loop, checks and solutions will be proposed
upon completion

Beckett: ATT is boring along Beckett in front of Park Place

Avana Entry: TxDot installed some rock at corner
additional repairs on schedule

Greyrock: Much construction continues, repairs to be
done later
Review proposed temporary driveway for assisted
living construction

LaCrosse/MoPac: Status Quo, under construction

Wildflower Park
Entry: Status Quo, under construction

Slaughter/MoPac Status Quo, under construction

Circle C North PEC project is under way

Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	5,652	373	6,025
Community Center	1,454	133	1,587
Avaña	878	84	962
Greyrock	449	32	481
Totals	8,433	622	9,055

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,295	17,121	3.23
Renters	381	1,486	3.90
Totals	5,676	18,607	3.28

Revenue	
Programs	\$ 18,273
Swim Team	\$ 10,865
Guest Fees	\$ 1,158
Area Reservations	\$ 840
Facility Rentals	\$ 3,320
Lane Rentals	\$ 3,690

Program Enrollment	
Select Swim Team	52
Masters	10
Group Swim Lessons	103
Private Swim Lessons	53
Water Aerobics	8
Lifeguard Certification	32
Water Safety Instructor	3
Scout Swim Tests	5

Private Rentals	
Swim Center	5
Community Center	5
Avaña	2
Greyrock	0
Totals	12

Area Reservations	
Swim Center	2
Community Center	9
Avaña	1
Greyrock	0
Totals	12

Special Events	
Lane Rentals	Seals Swim Team, Austin Water Polo
Food Trailer Night	
Dive-In Movie	

Incidents	May 2019	Year-to-Date
Swim Center	16	20
Community Center	1	1
Avaña	0	0
Greyrock	0	0
Totals	17	21

Water Rescues	May 2019	Year-to-Date
Distressed	2	2
Simple Assist	1	2
Active Surface	1	1
Active Submerged	0	0
Passive Surface	0	0
Passive Submerged	0	0
Totals	4	5

Incident Types	May 2019	Year-to-Date
Water Rescues	4	5
Injuries	15	18
Sudden Illness	0	0
Patron Behavior	4	4
Suspension / Expulsion	1	1
EMS / 911 Callout	3	3
Break-In / Vandalism	0	0

Circle C HOA
Maintenance Report for Board June 2019
Prepared by Robert Bardeleben -Facilities Director

All is going well in maintenance. We are quite busy maintaining with the season in full swing.

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Replaced Wade/Baby Pool UV System

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Replaced Re-irrigation pond pumps
- Roof Leak is fixed and repairs on sheetrock in foyer completed
- Replaced Indoor Camera Server
- Meeting Room 2 has a very slow refrigerant leak in evaporator coil—price to replace coil is \$3600. We are waiting on a bid to replace the complete HVAC Air Handling Unit (AHU) HVAC company recommends waiting to see how long the refrigerant charge lasts before replacing the coil or AHU.

COMMUNITY CENTER POOL

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

NEIGHBORHOOD

- Minor repairs have been completed as needed
- We are still having issues with water in j-boxes along Escarpment which is causing a bank of lights to not work properly.

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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

Exhibit D

ENFORCEMENT POLICY Circle C Homeowners Association, Inc. February 7, 2012

The Board of Directors adopts the following policy for addressing violations of the governing documents:

A. Remedies for Violations.

1. **Remedies.** This policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of the Association (collectively, a **Violation**). The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
 - a. suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;
 - b. record a notice of non-compliance in the County Official Public Records;
 - c. levy a damage assessment against an owner;
 - d. impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner
2. **Vicarious Liability.** Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. **Non-Exclusivity.** These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity and charge attorney's fees incurred incident to enforcement.

B. Enforcement Procedure

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

1. **First Notice.** The Association shall mail a notice letter to the Owner involved that identifies the alleged Violation, requests that it be corrected within a specified time, and advises of the remedies the Association can impose if non-compliance continues. This step shall not apply for repeat/recurrent Violations for which a notice was sent within the preceding 6 months.
2. **Final Notice.** In the event the Violation is not corrected within the specified time, or recurs within 6 months, the Association shall give the Owner written notice by certified mail, return receipt requested, that:

- a. describes the Violation and states the remedy to be imposed
 - b. allows the Owner a reasonable time, by a specified date (which date may be shorter than the cure period allowed in the letter sent pursuant to step 1), to cure the Violation and avoid imposition of the remedy; provided, this provision shall not apply if the Owner was given certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding 6 months;
 - c. states that not later than the 30th day after the date the owner received the notice of Violation, the Owner may request a hearing before the Board to contest the matter;
 - d. advises that the request for hearing must be in writing and delivered to the Association;
 - e. states that attorney's fees and costs will be charged if the Violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing.
3. Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing and give the owner at least ten days' advance written notice of the date, time, and place of the hearing.
 4. Delivery of Notice. A certified mail letter that is returned to the Association due to the owner's failure or refusal to claim the letter shall be deemed received by the owner on the 5th day after the postmark date of the letter.
 5. Exemptions. The foregoing procedures do not apply to a lawsuit seeking a temporary restraining order or temporary injunctive relief, or to the collection of regularly scheduled assessments and late fees.

ENFORCEMENT POLICY

Association

[date]

The Board of Directors adopts the following policy for addressing violations of the governing documents:

A. Remedies for Violations.

1. Remedies. This policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of the Association (collectively, a **Violation**). The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
 - a. suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;
 - b. record a notice of non-compliance in the County Official Public Records;
 - c. levy a damage assessment against an owner;
 - d. impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner[.] [; and
 - e. assess a fine against the owner and the owner's lot;
 - f. includes a provision notifying owner that federal law grants special relief and legal rights to persons serving on active military duty.
2. Vicarious Liability. Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. Administrative Fee. The Association may charge an administrative fee of not more than \$_____ per notice to defray the time and cost of processing violation notices.
4. Non-Exclusivity. These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity, [impose a fine,] and charge manager's or attorney's fees incurred incident to enforcement.
5. Curable and Uncurable Violations; Threats to Public Health or Safety. A violation is uncurable if it is not a continuous action or a condition capable of being remedied by affirmative action, such as shooting fireworks. Violations that are curable include parking, maintenance, and unapproved construction. A threat to public health or safety means that the violation could materially affect the physical health or safety of an ordinary resident.

6. Imposition of Fines. The Board gives standing orders to the managing agent to [apply this procedure and, if the Violation is not timely cured,] [send the first notice. If the Violation is not timely cured after the first notice, or if it is incurable or poses a threat to public health or safety, the Board may] impose fines according to the fine schedule set forth below. If the Violation is not within one of the categories shown on the schedule, the Board will set the fine in its reasonable discretion. In setting the fine, the Board may consider all factors it deems relevant, including the nature of the Violation, its frequency, and effect on neighboring owners and [properties][units].
6. Repeat Violations. The fine for a repeat Violation within 12 months will be higher than for the previous violation(s), as shown on the fine schedule.
7. Fine Period. As a general rule, fines for a discrete incident will be imposed on a per occurrence basis. Fines will be imposed on a daily or weekly basis if the Violation is of a continuous or ongoing nature.
8. Exceptions. The Board may depart from the foregoing guidelines and impose a fine at a greater rate, provided that the owner is notified in advance of the amount of the fine and given a reasonable opportunity to avoid it.]

B. Enforcement Procedure

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

1. Courtesy Notice. The Association may, but need not, mail a courtesy notice letter to the Owner involved that identifies the alleged Violation, requests that it be corrected within a specified time, and advises of the remedies the Association can impose if non-compliance continues. This step shall not apply for repeat/recurrent Violations for which a notice was sent within the preceding 6 months, or for violations that are incurable or threaten public health or safety.
2. Formal Notice. The Association shall give the Owner written notice by verified mail or certified mail, return receipt requested, to Owner's last known address as shown in the Association's records, that:
 - a. describes the Violation and states the remedy to be imposed [, including amount and beginning date of the fine];
 - b. allows the Owner a reasonable time, by a specified date (which date may be shorter than the cure period allowed in the letter sent pursuant to step 1), to cure the Violation and avoid imposition of the fine or remedy; provided, this provision shall not apply if (i) the Owner was given certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding 6 months, or (ii) the violation is incurable or poses a threat to public health or safety;
 - c. states that not later than the 30th day after the date of the notice of Violation, the Owner may request a hearing before the Board to contest the matter;
 - d. advises that the request for hearing must be in writing and delivered to the Association;

- e. states that attorney's fees and costs will be charged if the Violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing;
- f. includes a provision notifying owner of special rights/relief available to persons on active military duty, such as the following:

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

- 3. Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing and give the owner at least ten days' advance written notice (including transmission via email) of the date, time, and place of the hearing.
- 4. Notice of Action. The Association shall notify the owner of the fine, assessment, or other remedy imposed within 30 days of its imposition. This notice need not be sent by verified or certified mail.
- 5. Payment. Payment of the fine shall not substitute for, or be in lieu of, correcting the Violation.
- 6. Exemptions. The foregoing procedures do not apply to a lawsuit seeking a temporary restraining order or temporary injunctive relief, or to the collection of regularly scheduled assessments and late fees.

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

1 st Offense	2 nd Offense	3 rd Offense
----------------------------	----------------------------	----------------------------

Unauthorized/unapproved construction

Unauthorized/unapproved changes to existing improvements

Violation of safety rules and restrictions (*such as glass in pool area, fireworks, etc.*)

Violation of usage rules and restrictions (*such as vehicle parking, signage, trash, noise, nuisance, etc.*)

Violation of maintenance rules and restrictions (*such as landscape maintenance, failure to make repairs, deteriorating paint, woodwork/roofing, etc.*)]

**Circle C Landscape
Contract Extension Term Sheet
May, 2019**

Background: The CCHOA Board of Directors entered into a four year contract with a two year extension option from January 1, 2017 to December 31, 2020 for the initial contract with the extension period from January 1, 2021 to December 31, 2022.

Contract Pricing Terms:

- Areas added by the CCHOA not included
- State of Texas Sales taxes were included as required by 2016 laws. The CCHOA is responsible for any additional sales or other taxes, or any taxes resulting from changes in Texas tax law.

Pricing for all commons areas, amenity centers and holiday lighting:

2017-	\$1,149,754 *
2018-	\$1,207,242 **
2019-	\$1,267,604
2020-	\$1,331,021

Extension Pricing

2021-	\$1,397,533
2022-	\$1,467,409

Additional service areas added by the CCHOA

*2017, Greyrock Amenity Center, partial year	\$11,384.00
**2018, Greyrock Amenity, full	\$20,475.00
**2018 Barstow Park, Greyrock Park Antigo Cul De Sac	\$9,866.00

At this time, Circle C Landscape, as requested by the CCHOA, has prepared an alternate proposal to the two year extension.

Alternative Proposal:

Circle C Landscape proposes to extend the contract five years beyond the two year extension according to the following pricing:

2021-	\$1,397,533
2022-	\$1,467,409
2023-2027—	\$1,485,000



POOL STANDARDS, POLICIES, AND RULES



The Circle C Aquatics Facilities are open to Circle C residents, their guests, and registered program participants.

All persons entering the Aquatics Facilities agree to abide by these rules.

1) Usage and Conduct at Facilities

- a) Every person within the Aquatics Facilities must follow any and all Lifeguard and Aquatics Staff instructions.
- b) No profanity or excessive public displays of affection.
- c) Fighting, pushing, rough play and foul language are prohibited.
- d) Flips, back jumps, splash jumps, shoulder rides, and body throws are prohibited.
- e) Any actions that are disruptive to other patrons, residents, staff, lifeguards or guests are prohibited.
- f) No Diving. Feet first entries only; facing forward.
- g) No running, skipping, or speed walking on the pool deck.
- h) Proper swim attire is required, at all times, for all swimmers.
- i) All children age 12 and younger entering the Aquatics Facilities must be accompanied by a resident age 16 or older that can swim.
- j) All weak and non-swimming children must be within arm's reach of a parent or guardian at all times. Parents or guardians must be in the water with weak or non-swimming children. Swimming ability will be determined at the discretion of the Aquatics staff.
- k) Children under 3 years of age, or not yet potty trained, must wear a swim diaper at all times.
- l) The Wade Pool is to be used by children ages 6 and younger only.
- m) Only children 5 years of age and under are permitted in opposite-gender restrooms. This restriction does not apply to children, of any age, with special needs or disabilities.
- n) Changing diapers within 6 feet of any pool, splash pad, or water feature is prohibited.
- o) Use of any pool, splash pad, or water feature when ill with a contagious disease or diarrhea is prohibited.
- p) Boogie boards, surfboards, motorized toys/devices, and hard sports balls are not permitted on the pool deck or in the pool water.
- q) "Mermaid Tails" or any other device that binds the feet or legs together are not permitted.
- r) Equipment such as snorkels, swim fins/flippers, or pull buoys are allowed only if used properly and may be limited to lap swimming purposes only. Children's use of this equipment requires proper supervision by a parent or guardian.
- s) Only Coast Guard-Approved floatation devices are permitted. All other floatation devices must be approved by Management upon entry.
- t) Excessive Breath Holding or hyperventilation games or activities are not permitted.
- u) No floatation devices, of any kind, are permitted in the Wade Pool or in Lap Lanes.
- v) All patrons must clear the pool for 30 minutes following lightning or thunder and follow all staff instructions.
- w) Bikes, roller blades, roller skates, scooters, skate boards, and hover-boards are not permitted within the Aquatics Facilities. Skateboarding / Rollerblading is not permitted on any Circle C HOA property.
- x) Piñatas, water balloons, furniture and shade structures are not permitted on any Circle C HOA property.
- y) Upon request by a lifeguard or other Aquatics staff, any person within the Aquatics Facilities shall identify themselves by producing their Circle C Resident ID Card, or, if the person entered the facility without an ID card, by providing their name as it appears in the Circle C Aquatics registration records. If the person is a guest of a

resident, the guest is required to provide both their name as it appears on the Non-Resident Information Form on file and provide the name, and point out, their Circle C resident host.

- z) Swim Instruction, coaching, therapy, or other services, regardless of whether or not the person is receiving compensation, is prohibited. Any services such as this must make prior arrangements with the Aquatics Director to rent lane space, provided space is available, and provide insurance information in the same manner as all other outside programs. This restriction does not apply to Resident's teaching swim lessons to members of their household.

2) Water Slide Rules (Set & required by the Manufacturer)

- a) Maximum weight of rider is 300 lbs.
- b) You must be a minimum of 48 inches tall to ride the waterslide.
- c) Eyeglasses must be securely affixed to riders with head bands.
- d) Only one rider on the waterslide at one time. Single riders only.
- e) Swim wear with exposed zippers, buckles, rivets, or metal ornamentations are not allowed.
- f) Never form chains.
- g) Slide must be ridden feet first lying on your back or in a sitting position.
- h) Riders must wait for lifeguard to give signal before entering the waterslide.
- i) Keep legs, arms and hands inside the slide flume at all times.
- j) Do not run, dive, stand, kneel, rotate, or stop in the slide.
- k) At the end of the slide, obey all instructions by splash pool lifeguard and exit quickly in the designated area.
- l) For safety reasons, pregnant women and persons with heart conditions or back trouble should not ride the waterslide.
- m) These rules are set by the slide manufacturer, and cannot be altered by the Board or the Aquatics Facility staff.

3) Prohibited Items

- a) Smoking or smokeless tobacco is not permitted in the Aquatics Facilities, or within 15 feet of any building or fence line. This includes Electronic Cigarettes (E-cigs) and vaporizers.
- b) Glass containers are not permitted anywhere within the Aquatics Facilities.
- c) Alcohol, of any kind, is prohibited. Intoxicated individuals and anyone found with alcohol will be ejected from the facility immediately.
- d) Animals are prohibited, with the exception of service animals. No animals may enter the water at any time.
- e) Firearms, knives, or weapons of any type are not allowed in the Aquatics Facilities.

4) Pool Access

- a) Residents in good standing with the Circle C HOA are granted access to the aquatics facilities.
- b) Residents must complete a Resident Information Form and be issued Resident ID Cards for use of the facilities. This form must be completed in full, including a valid email address and emergency contact. A digital photo must be taken, and kept on file, for all residents ages 5 and up. Photos must be updated for residents at ages 10, 15, and 20.
- c) All additional household members ages 19 and up must provide Proof of Residency.
- d) Residents who are leasing their home must fill out the "Renters Only" section of their tenants' Resident Information Form in order to allow their tenants permission to use the aquatics facilities. Tenants will be granted pool access only after the Resident Information Form with a completed "Renters Only" section has been received by Circle C Aquatics and only for the dates specified on the form. If a homeowner is no longer in good standing with the HOA, the tenant's access will also be terminated.
- e) All guests of residents, non-swimming and swimming, will be subject to applicable guest policies and fees.
- f) All Residents, regardless of age, entering the facility for recreational swimming or lap swimming will need to swipe their Resident ID Cards to enter.

- g) All in-house program participants entering the facility (Residents or Non-Residents) will need to check in at the front desk for their specific program at the time of entry. Front desk staff will be tracking attendance for in-house programs. Examples of in-house programs include Masters, Select Swim Team, Circle C Group and Private Lessons, Clinics, Water Aerobics, and other programs offered by Circle C. Residents entering the facility for program use will not swipe their cards, but rather only check in with the front desk attendant. Non-Resident participants of in-house programs must fill out a Non-Resident Information Form only once in order for their information to be entered into the system.
- h) All external program participants entering the facility will need to check in at the front desk providing only the name of the program that they are attending. Examples of external programs include High School Swim Teams, Outside Training Program participants, and other external programs that are not operated by Circle C
- i) All guests of residents must have a Non-Resident Information Form on file prior to entry.

5) Denied Entry, Ejection, and Suspension

- a) Entry to the Aquatics Facilities may be denied to any resident, guest of resident, or program participant based on weather, pool closure, or special programming events as determined by Aquatics staff.
- b) Violations of any rules, regulations, policies, or codes of conduct may result in ejection from the Aquatics Facility for the day without refund. Such determination shall be made by the Aquatics Director or any Aquatics Management Staff Member.
- c) Continued violations of any rules, regulations, policies, or codes of conduct, or any violations of safety specific rules will result in suspension from the Aquatics Facilities. A determination by the Aquatics Director or Aquatics Management Staff Member will result in an immediate suspension and referral to the Circle C HOA Board of Directors. The suspension will be for a thirty (30) day period of time and are effective immediately. Residents may request a hearing with the Board of Directors to have their suspension removed early.

6) Pool Closures / Weather Policies

- a) There will be 10 minute pool breaks (Adult Swim) every hour.
- b) If the pool becomes over crowded, or unsafe, a Safety Break will be called. All recreational swim areas will close during the Safety Break. The pool will reopen when safe to do so.
- c) Entrance to the facility will be closed when the pool reaches Safety Capacity. Safety Capacity will be determined at the discretion of Aquatics Management Staff. Program participants will be allowed entry during a Safety Capacity closure.
- d) The pools will be closed in the event of any mechanical failure or pool water contamination.
- e) The pools will be closed for at least 30 minutes after any thunder or lightning.
- f) The pools will be closed in the event that rain diminishes visibility of the bottom of the pool.
- g) The pools will be closed if high winds create an unsafe environment.
- h) The pools will be closed if the outside temperature or wind chill is at 32 degrees or below.
- i) The wade pool will be closed if the water and/or air temperature is at 78 degrees or below.

7) Resident ID Cards

- a) All Residents, regardless of age, will be issued a Circle C Aquatics Resident ID Card. Only residents ages 5 and up will require a digital photo on file with their account. The first card is provided by the HOA at no cost to the resident.
- b) Photos must be updated for residents at ages 10, 15, and 20.
- c) Additional and/or replacement cards are the responsibility of the resident and will require a replacement fee.

- d) Replacement cards due to general wear and tear, and/or other misuse by the resident, are the responsibility of the resident and will require a replacement fee. If the card is invalid due to a Circle C staff error, the card may be replaced at no charge to the resident.
- e) Residents are required to use their Resident ID Card to gain entry to the Circle C aquatics facilities. This card should be scanned at the Front Desk, or other area designated by the staff, on each visit.
- f) Each resident will be allowed no more than three (3) entries without their Resident ID Card. Upon a fourth entry without a card, the resident must purchase a replacement card or be denied access to the facilities.

8) Guests of Residents

- a) All guest fees and policies apply to all non-residents.
- b) Circle C residents are permitted four (4) guests per resident household per day.
- c) Guests are required to complete a Non-Resident Information Form before entry, and must pay a guest entry fee daily. All guests must be accompanied by their host resident at all times during their visit.
- d) Each guest, or household of guests, must complete the Non-Resident Information Form in full, including a valid email address, Emergency Contact and a signed Waiver and Release of Liability. If the guest is under the age of 18, a parent or legal guardian must sign the Waiver and Release of Liability before entry will be granted. A copy of the Non-Resident Information Form is made available online, so that if a parent or legal guardian is not the one who will accompany the child(ren), they may complete, print, and sign the form, and the child may bring it with them upon their first visit. Verbal permission over the phone will not suffice; a signature from the parent/legal guardian is required. Circle C staff will allow a guest one (1) entry without a completed form, in cases where a signature cannot be acquired immediately. After this one entry, staff will deny admittance to the facilities. At each visit, the guest must check in with the Front Desk and pay any applicable fees.
- e) Guests are not permitted to provide any type of service, instruction, coaching, or therapy while at the Aquatics Facilities.
- f) Guest fees are determined by the aquatics staff and approved by the Circle C HOA Board of Directors. Discounts may be offered when guest passes are purchased at bulk rates. Bulk passes do not have an expiration date and are non-refundable, but may be transferred to another resident household with manager approval.
- g) If a closure occurs for the remainder of the day due to weather or a biohazard incident in the water, guest fees may be refunded if the incident occurs less than 1.5 hours from the time of initial check-in. Time of check-in is determined by the time at which the Resident's ID Card was scanned and/or the time at which the guest fees were paid. A guest pass refund will only be issued in the form of complimentary guest pass to the resident's account for a visit on a future date. If a bulk pass was used for the guest's entry, credit will be issued back to the bulk pass.
- h) Guest fees do not apply to guests ages 3 or younger, or to grandparents, parents, or grandchildren of a resident. However, these individuals do count towards the maximum guest limit and must have a completed NRIF on file.
- i) As a courtesy to residents, the Circle C HOA Board of Directors may choose to offer complimentary guest passes during different promotional periods. The number of passes shall be determined by an HOA Board vote. Each household will be limited to one promotional package. Promotional guest passes may be issued with an expiration date.

9) Personal Property

- a) Circle C HOA is not responsible for personal property, valuables, or lost or stolen items.
- b) Lost and found items will be kept in a designated area and will be cleaned out on a weekly basis. Items still in the lost and found at the time of removal will be donated to charity or otherwise disposed of. Circle C HOA is not responsible for personal items left in the Lost and Found.

10) Food and Beverages

- a) Food and drink may be brought into Aquatics Facilities, however, no food deliveries will be allowed.
- b) All coolers and bags entering the Aquatics Facilities are subject to search by Aquatics staff.
- c) No alcohol or glass containers of any kind will be allowed. Possession of alcohol while inside the facility will be grounds for immediate ejection from the facility.
- d) Chewing gum is not allowed in the pool or on the pool deck space.
- e) All food and beverages must remain at least 6 feet away from all pools, splash pads, and water features.

11) Area Reservations and Rentals of Facilities

- a) Residents may request an area reservation or a private rental of the Aquatics Facilities. Prices are determined on an annual basis by the Aquatics Director. Cancellation and/or transfer fees may apply to any changes or cancellation of your event. A Credit Card on file is required with all requests to cover any damages that may be incurred during the reservation or rental.
- b) Area reservations are not permitted after 2:00 p.m.
- c) All area reservations and private rentals are subject to staff availability and the discretion of the Aquatics Director.

12) Hours of Operation

- a) The hours of operation of the Aquatics Facilities shall be determined based upon staff availability and according to demand on facilities. General hours and dates of operation are set by the Circle C Board of Directors, subject to adjustment by the Aquatics Director as needed.
- b) Hours are subject to change at any time, for any reason.

13) Lap Swimming

- a) Lap lanes are for lap swimming only. Patrons should not swim across lanes to access different areas of the pool.
- b) Swimmers must share lanes with other lap swimmers and proper lap swimming etiquette must be used at all times. Lap swimmers are not allowed to turn away or discourage others from swimming in lap lanes so long as all swimmers abide by the rules.
- c) The number of lanes available for lap swimming is determined by the Aquatics staff and based upon demand, program usage, and staffing availability. Lap lanes may not be reserved by individual swimmers.
- d) Certain hours of operation may be designated as "Lap Swim Only" at the Swim Center Facility. These hours are determined by the Aquatics Director according to demand on facilities.
- e) During the times of Lap Swim Only, only residents, guests of residents, and participants in aquatics programming are allowed inside the Swim Center Facility. Persons wishing to swim during "Lap Swim Only" times must be able to swim laps, unassisted, within a single lane without stopping. During designated Lap Swim Only times, non-swimming children anywhere within the Aquatics Facility must be actively supervised by a non-swimming adult.
- f) No floatation devices are allowed in the Lap Lanes.

14) Swim Center Plaza Park

- a) The Park at the Swim Center is open to Circle C Residents in good standing with the HOA.
- b) When the Swim Center is open, the Park is a part of the Aquatics Facility. All rules, regulations, policies, animal restrictions and guest fees apply to the Park during this time.
- c) When the Swim Center is closed, the Park is open to Residents through the parking lot gate.
- d) The Park may not be reserved as part of an Area Reservation or Facility Rental.

15) Aquatics Programming

- a) The Aquatics staff will be responsible for organizing and facilitating any programming that may occur at the Aquatics Facilities. Programming will be made available to residents.
- b) As determined by the needs of the program, a monetary cost may be required of all participants.
- c) As determined by Aquatics staff and approved by the Board of Directors, a program may be opened to non-residents at an increased price.
- d) As determined by class needs and approval of the Aquatics Director, equipment such as, but not limited to, float bars, water weights, scuba tanks, regulators, buoyancy control devices, and exercise balls may be used.
- e) Registration for Aquatics Programming can be completed at the Front Desk. All interested persons must be a current resident or have submitted a Non-Resident Household Form.
- f) Pricing and policies may differ slightly for each program, and these details will be posted.

16) Implied Consent to Use Images

- a) As a patron of the Circle C Aquatics Facilities, it is possible that any resident or guest will be photographed or may appear in a video recording for promotional purposes. These images may appear in our printed publications, fliers, brochures, in the media, on video, on our website, and in photo displays or other locations where photos and video may be posted.
- b) Circle C HOA assumes that all participants and their families consent to the use of their images in promotional materials. If you do not want you or your family's images used in promotional materials for the HOA, you must send written notification to coordinator@ccswim.net. Be sure to include your name, street address, as well as the name(s) and age(s) of any persons for whom you are withdrawing consent. You must have legal guardianship rights for any additional persons for whom you are withdrawing.

17) Merchandise

- a) The Aquatics Facilities may choose to offer merchandise for sale to patrons. Any applicable sales taxes will be added to the total amount. Products are sold as-is and no returns will be accepted on any opened items.

18) Monetary Purchases and Refunds

- a) Payment for merchandise, programs, or other aquatics fees is accepted in the form of cash, check or credit card.
- b) If a refund is requested as a credit to the patron's internal Circle C Amenities account, the processing fee will be waived and the full refund amount will be made available for a future purchase.
- c) If a payment is made in cash and a refund is requested on the same day, a cash refund can be issued with no applicable processing fee. A refund of a cash payment after the date of payment can be refunded by check.
- d) When a refund is requested to a credit card, a processing fee will be deducted from the total amount to be refunded.
- e) When a refund is requested for a check, a processing fee will be deducted from the total amount to be refunded. A minimum of 4 weeks should be allowed for processing of the check. The refund check will be mailed directly to the address listed on the recipient's Circle C Amenities account. It is the responsibility of the recipient to ensure that the Aquatics Facilities have current and up-to-date information.
- f) Each patron in the Aquatics Facilities database may keep a credit on their internal account.

19) Circle C HOA Board of Directors

- a) All rules and policies contained within this document have been reviewed and approved by the Circle C HOA Board of Directors.