

CCHOA Board Meeting Agenda
28 May 2019, 6:30pm
Circle C Community Center

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of April 30, 2019 board meeting minutes *Russ Hodes*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. April YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Landscape Contract
 - b. Escarpment Loop Project
 - c. Café Lease
- VII. Action Items
 - a. Monument Proposals
 - b. AISD Easement Agreement
 - c. 2019 Budget Review/Adjustment
 - d. Acceptance of Bernia landscape area (between Mundomar & Veronese)
 - e. Acceptance of Avana 1, Section 6, Blk K, Lot 9
 - f. Proposed CC&R Amendments
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. April 2019 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. AISD Easement Agreement for water/sewer line & electric service

Circle C Homeowners Association
Board Meeting Minutes
April 30, 2019

1. The CCHOA Board of Directors convened on April 30, 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, Natalie Placer-McClure, Russ Hodes, Michael Chu and Jason Bram. Steve Urban and A.E. Martin 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 was present.
2. Kim asked if there were any changes to the agenda. Karen requested items f & g under action items be moved to Executive Session. Jason motioned to accept the agenda with these changes. Russ seconded the motion.
3. Kim presented the March 26, 2019 board meeting minutes. Russ motioned to accept the minutes as written. Natalie 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. The board requested that Karen request a new proposal from Circle C Landscaping.
10. The second discussion item was the Escarpment Loop. Karen updated the board that the Hitchcock group is updating their plans and it should be ready to go out to bid .
11. The third discussion item was Organizations Effectiveness. Karen will reach out to CAI for guidance on consultants to review job descriptions, social media policies and board member policies.
12. The first action item was the Monument Proposal. Jason motion to table. Natalie seconded the motion. All were in favor and the motion passed.
13. The second action item was the AISD Easement Agreement. Jason motioned to table until we receive the information from the City concerning the parking barrier. Natalie seconded the motion. All were in favor and the motion passed.
14. The third action item was ratifying the AC unit proposal. Natalie motioned to ratify the email vote. Jason seconded the motion. All were in favor and the motion passed.
15. The fourth action item Promoting the Circle C Brand. Russ motion to give staff the authority to explore the cost and work with the ACC on approval for temporary signage. Jason seconded the motion. All were in favor and the motion passed.

16. The fifth action item was the Acceptance of Bernia landscape are (between Mundomar & Veronese). Jason motioned to table until all items are taken care of. Russ seconded the motion. All were in favor and the motion passed
17. Jason motioned to adjourn the Public Meeting at 7:10pm. Natalie seconded the motion. All were in favor and the motion passed.
18. The Board went into executive session at 7:15 pm to discuss the Hearing and Violation Enforcement. No votes or action were taken. The Board adjourned executive session at 7:22 pm.
19. The sixth action item was the Hearing. No action needed.
20. The seventh action item was the Violation Enforcement. The board was unanimous that we will follow the violation protocol on this item. No action needed.
21. Jason motioned to adjourn the Public Meeting at 7:26pm. Russ seconded the motion. All were in favor and the motion passed.

**Circle C Homeowners Association
Manager's Report
April 29, 2019 – May 24, 2019**

Violation Report (April 29th, 2019 – May 24th, 2019)

129 Violations

- 15 (12%) Rubbish and Debris
- 14 (11%) Maintenance
- 79 (61%) Front Yard Maintenance
- 5 (4%) Architectural
- 5 (4%) Vehicle Storage
- 1 (1%) Offensive Activities
- 2 (1%) Fencing
- 2 (2%) Repair of Exterior Damages
- 5 (4%) Recreational Equipment
- 1 (1%) Window Coverings

122 Violations by Stage

- 111 (91%) stage 1/cooperative letters
- 10 (8%) stage 2 letters
- 1 (1%) stage 3 letters

121 Violation Updates/Creates

- 33 (27%) Closed
- 82 (68%) New
- 6 (5%) Escalated

Administration

49 New Homeowner Packets mailed March 29th -April 19th

Financial

AP checks were signed May 20th with Terri Giles

Upcoming Special Events

June 1st – Seals Meet

June 8th – Seals Meet

June 14th – Food Trailer Night

June 22nd – Dive-In Movie

Project/Updates

- Delinquency number of the 2019 1st semi-annual billing is 379 down from 908 owners on 4/15/19
- The on-site meeting was head with the City of Austin Corridor project folks on May 23rd to discuss our concerns on the placement of the sidewalks and the overall impact this project will have on Circle C, infrastructure and the trees
- New install on Bernia between Mundomar and Vecenza
- 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. The irrigation will be repaired when they are finished with the project.
- 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.
- New SW AISD School (Avana). We have had several meetings & phone calls concerning the access to the CCHOA easement at the intersection of Trissino/Escarpment. AISD & SWWC needs an access easement agreement by CCHOA to install a water line, sewer line and electrical service. AISD attorney and CCHOA’s attorneys are still working on this. For the agreement between AISD and CCHOA, there will be an easement agreement that has a MOU document which is what we are still working out the details. The proposed barrier has been approved by the City and the MOU was amended. Full package will be presented to the board.

- **Capital Projects**

2019 Capital Budget Projects include:

Swim Center - Furniture	Completed
Landscaping – Irrigation Infrastructure	Continuing Project
Landscaping – Slaughter tree trimming	Started
Landscaping – Rock Word	Continuing Project
Landscaping – Dahlgreen/La Crosse Ave	Started
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	Currently in the design stage
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.

2019 CCHOA INCOME BUDGET

Category	Subcategory	2019 Budget	Jan-19	Feb-19	Mar-19	Apr-19	Totals	%
Homeowner Income	Homeowner Dues	\$3,527,000	\$4,966.08	\$986,492.36	\$524,743.93	\$159,979.86	\$1,714,182.23	49%
Homeowner Income	Resale Certificates	\$75,000	\$3,825.00	\$5,175.00	\$6,975.00	\$10,125.00	\$26,100.00	35%
Homeowner Income	Transfer Fees I0come	\$100,000	\$5,514.57	\$2,450.00	\$5,950.00	\$7,350.00	\$21,264.57	21%
Homeowner Income	Late Fees Collected	\$20,000	\$2,113.00	\$1,523.19	\$1,542.65	\$2,529.93	\$7,708.77	39%
Homeowner Income	Lien Admin Fees Income	\$400	\$84.00	\$83.30	\$70.00	\$42.00	\$279.30	70%
Homeowner Income	Filing Fee Income	\$1,250	\$364.70	\$238.00	\$280.00	\$168.00	\$1,050.70	84%
Homeowner Income	NSF Charges	\$100	\$0.00	\$25.00	\$25.00	\$0.00	\$50.00	50%
Homeowner Income	Collection Fee Income	\$250	\$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	\$1,770,635.57	48%
Architctural Review Income	Architctural Review I0come	\$25,000	\$5,610.00	\$6,585.00	\$5,560.00	\$8,835.00	\$26,590.00	106%
Architctural Review I0come Total		\$25,000	\$5,610.00	\$6,585.00	\$5,560.00	\$8,835.00	\$26,590.00	106%
Rental Income	Office Rent	\$8,300	\$2,193.28	\$0.00	\$0.00	\$2,193.28	\$4,386.56	53%
Rental Income	Grill Rent	\$6,300	\$512.50	\$512.50	\$512.50	\$512.50	\$2,050.00	33%
Rental Income Total		\$14,600	\$2,705.78	\$512.50	\$512.50	\$2,705.78	\$6,436.56	44%
Aquatics Income	Pool Programs	\$88,000	\$1,073.75	\$2,511.50	\$9,689.00	\$11,049.50	\$24,323.75	28%
Aquatics Income	Pool Programs - Swim Team	\$143,500	\$6,514.50	\$6,665.00	\$7,560.00	\$8,880.00	\$29,619.50	21%
Aquatics Income	Facility Income	\$37,500	\$6,945.66	\$136.66	\$7,068.01	\$4,192.66	\$18,342.99	49%
Aquatics Income Total		\$269,000	\$14,533.91	\$9,313.16	\$24,317.01	\$24,122.16	\$72,286.24	27%
CCCC Income	CCCC Facility Rentals	\$50,000	\$4,590.00	\$3,492.50	\$3,165.00	\$4,152.48	\$15,399.98	31%
CCCC Income Total		\$50,000	\$4,590.00	\$3,492.50	\$3,165.00	\$4,152.48	\$15,399.98	31%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Miscellaneous	Interest Income	\$5,000	\$1,358.45	\$1,235.21	\$4,542.19	\$2,205.31	\$9,341.16	187%
Miscellaneous	Sales Tax Discount	\$0	\$1.18	\$0.00	\$0.00	\$0.00	\$1.18	
Miscellaneous Total		\$5,000	\$1,359.63	\$1,235.21	\$4,542.19	\$2,205.31	\$9,342.34	187%
Rowell Reimbursement	The Rowell HOA	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
The Rowell Total		\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Grand Total		\$4,217,200.00	\$83,666.67	\$1,017,125.22	\$577,683.28	\$222,215.52	\$1,900,690.69	45%

2019 CCHOA EXPENSE BUDGET

Category	Subcategory	2019 Budget	Jan-19	Feb-19	Mar-19	Apr-19	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,155,950	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$385,316.96	33%
Commons Area Services	Contract Landscape SC	\$30,318	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$10,106.24	33%
Commons Area Services	Contract Landscape CCCC	\$30,318	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$10,106.24	33%
Commons Area Services	Contract Landscape AV	\$21,500	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$7,166.60	33%
Common Area Services	Contract Landscape GR	\$21,500	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$7,166.60	33%
Common Area Services	Common Area Holiday Lighting	\$43,075	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$70,000	\$925.00	\$982.95	\$0.00	\$7,680.00	\$9,587.95	14%
Commons Area Services	Landscape Water Utilities	\$245,000	\$3,019.22	\$3,261.90	\$2,635.14	\$5,181.30	\$14,097.56	6%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$7,998.50	\$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	\$13,308.03	37%
Common Area Services	Tree Care	\$25,000	\$8,340.00	\$985.00	\$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%
Commons Area Services	Electrical Repairs & Maint	\$13,000	\$1,638.25	\$0.00	\$62.68	\$1,361.98	\$3,062.91	24%

Common Area Services	Neighborhood Maint & Repair	\$17,000	\$1,847.83	\$1,489.46	-\$75.60	\$862.98	\$4,124.67	24%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$37.89	\$0.00	\$37.89	0%
Commons Area Services Total		\$1,743,661	\$133,267.81	\$115,247.82	\$110,277.52	\$122,612.00	\$481,405.15	28%
Aquatics Facilities	Administrative	\$58,000	\$3,272.11	\$3,500.99	\$4,768.90	\$7,971.80	\$19,513.80	34%
Aquatics Facilities	Supplies - Pool	\$16,000	\$549.45	\$542.87	\$97.76	\$913.49	\$2,103.57	13%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$3,880.50	\$2,991.37	\$3,407.06	\$4,885.80	\$15,164.73	21%
Aquatics Facilities	Supplies & Fees - Swim Team	\$25,000	-\$88.32	\$923.44	\$1,635.56	\$2,246.38	\$4,717.06	19%
Aquatics Facilities	Maintenance - Pool	\$81,500	\$6,489.94	\$8,537.05	\$11,475.09	\$1,741.38	\$28,243.46	35%
Aquatics Facilities	Maintenance - Building	\$52,000	\$1,952.39	\$2,343.33	\$4,668.34	\$2,498.59	\$11,462.65	22%
Aquatics Facilities	Payroll - Staff	\$652,000	\$24,221.01	\$27,355.01	\$28,894.61	\$46,641.49	\$127,112.12	19%
Aquatics Facilities	Payroll - Programming Staff	\$41,000	\$536.40	\$742.97	\$1,048.31	\$2,418.58	\$4,746.26	12%
Aquatics Facilities	Payroll - Swim Team	\$121,825	\$6,166.23	\$7,138.88	\$7,567.82	\$7,326.13	\$28,199.06	23%
Aquatics Facilities	SC-Utilities - Water	\$3,000	\$1,359.82	\$1,600.79	\$1,913.31	\$4,328.37	\$9,202.29	307%
Aquatics Facilities	Avana _Utilities-Water	\$4,500	\$101.48	\$101.48	\$101.48	\$202.96	\$507.40	11%
Aquatics Facilities	GR - Utilities - Water	\$4,500	\$203.46	\$187.76	\$211.08	\$210.38	\$812.68	18%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$2,062.57	\$2,131.34	\$1,537.70	-\$391.43	\$5,340.18	19%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$853.83	\$834.52	\$785.95	\$813.93	\$3,288.23	27%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$416.23	\$437.06	\$437.79	\$401.95	\$1,693.03	28%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$6,328.07	\$5,142.85	\$3,856.42	\$2,822.30	\$18,149.64	57%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$11,000	\$421.30	\$506.26	\$506.26	\$511.59	\$1,945.41	18%
Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$307.26	\$626.73	\$119.18	\$118.72	\$1,171.89	29%
Aquatics Facilities	GR - Telephone/Internet	\$4,000	\$171.80	\$190.92	\$182.21	\$181.75	\$726.68	18%
Aquatic Facilities Total		\$1,227,325	\$59,205.53	\$65,835.62	\$73,214.83	\$85,844.16	\$284,100.14	23%
Circle C Community Center	Utilities - Water	\$35,000	\$1,690.42	\$1,740.86	\$1,862.29	\$4,311.05	\$9,604.62	27%
Circle C Community Center	Utilities - Electric	\$20,000	\$1,744.57	\$1,654.03	\$1,635.92	\$1,614.18	\$6,648.70	33%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$0.00	\$688.34	\$688.34	\$688.34	\$2,065.02	22%
Circle C Community Ctr	Events Payroll	\$6,000	\$0.00	\$265.02	\$255.18	\$204.98	\$725.18	12%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$404.62	\$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	\$10,501.68	27%
Circle C Community Ctr Total		\$112,100	\$6,614.27	\$6,715.26	\$7,104.86	\$9,515.43	\$29,949.82	27%
Maintenance Operations	Office Supplies	\$1,600	\$0.00	\$93.12	\$632.60	-\$0.01	\$725.71	45%
Maintenance Operations	Employee Education	\$1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$738.00	\$738.00	41%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00	12%
Maintenance Operations	Safety Equip/Supplies	\$900	\$253.76	\$68.06	\$0.00	\$194.71	\$516.53	57%
Maintenance Operations	Maintenance Payroll	\$175,000	\$12,661.54	\$12,661.54	\$12,661.54	\$12,661.54	\$50,646.16	29%
Maintenance Operations	Pool Tech	\$69,000	\$4,726.69	\$5,877.92	\$7,155.68	\$4,928.84	\$22,689.13	33%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,090.17	\$1,063.54	\$1,031.32	\$1,033.01	\$4,218.04	28%
Maintenance Operations	Computer/Software	\$1,000	\$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	\$2,670.86	53%
Maintenance Operations	Office Furniture	\$500	\$0.00	\$0.00	\$586.59	\$0.00	\$586.59	117%
Maintenance Operations Total		\$271,300	\$18,751.94	\$21,218.54	\$23,174.27	\$19,681.27	\$82,826.02	31%
HOA Operations	Office Supplies	\$9,000	\$261.59	\$3,016.78	\$375.23	\$160.56	\$3,814.16	42%
HOA Operations	Equip & Maintenance	\$14,000	\$252.13	\$183.93	\$1,994.17	\$252.10	\$2,682.33	19%
HOA Operations	HOA Owned Vehicle Expense	\$7,000	\$271.34	\$183.13	\$407.44	\$353.66	\$1,215.57	17%
HOA Operations	Postage	\$16,000	\$3,646.60	\$1,752.95	\$185.40	\$851.25	\$6,436.20	40%
HOA Operations	Web Operations	\$3,000	\$71.00	\$323.00	\$456.08	\$171.88	\$1,021.96	34%
HOA Operations	Printing	\$2,000	\$990.97	\$0.00	\$385.55	\$0.00	\$1,376.52	69%
HOA Operations	HOA Meetings	\$6,000	\$0.00	\$593.69	\$69.94	\$0.00	\$663.63	11%
HOA Operations	Deed Restrictions	\$5,000	\$703.56	\$0.00	\$0.00	\$708.56	\$1,412.12	28%
HOA Operations	HOA Special Events	\$30,000	\$7,596.32	\$3,686.00	\$1,611.60	\$1,879.21	\$14,773.13	49%
HOA Operations Total		\$92,000	\$13,793.51	\$9,739.48	\$5,485.41	\$4,377.22	\$33,395.62	36%
Financial Management	Management Services	\$105,000	\$8,764.94	\$8,781.18	\$8,854.26	\$8,796.84	\$35,197.22	34%
Financial Management	Resale Certificate	\$15,000	\$864.26	\$1,200.00	\$1,500.00	\$2,394.77	\$5,959.03	40%
Financial Management	Lien Filing Administrative Fees	\$500	\$156.00	\$130.00	\$130.00	\$52.00	\$468.00	94%
Financial Management	Bank Fees	\$30,000	\$1,755.82	-\$580.48	\$5,337.50	\$4,725.70	\$11,238.54	37%

Financial Management	CPA/Audit	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Financial Management Total		\$158,500	\$11,541.02	\$9,530.70	\$15,821.76	\$15,969.31	\$52,862.79	33%
HOA Management	Management Payroll	\$205,000	\$9,585.36	\$10,611.88	\$9,696.84	\$12,304.65	\$42,198.73	21%
HOA Management	Management Payroll Taxes	\$15,000	\$825.31	\$913.63	\$810.62	\$1,020.62	\$3,570.18	24%
HOA Management	Mileage Reimbursement	\$6,000	\$305.66	\$511.56	\$276.08	\$280.55	\$1,373.85	23%
HOA Management	Insurance Stipend	\$36,000	\$4,005.52	\$3,771.88	\$3,771.88	\$2,678.12	\$14,227.40	40%
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$40.00	\$0.00	\$0.00	\$50.00	\$90.00	5%
HOA Management Total		\$264,000	\$14,761.85	\$15,808.95	\$14,555.42	\$16,333.94	\$61,460.16	23%
Architectural Review Expenses	Architectural Review Expenses	\$15,000	\$2,362.50	\$2,790.75	\$2,506.75	\$3,625.50	\$11,285.50	75%
Architectural Review Expenses Total		\$15,000	\$2,362.50	\$2,790.75	\$2,506.75	\$3,625.50	\$11,285.50	75%
Legal Services	Legal Services	\$20,000	\$809.41	\$2,080.00	\$1,818.17	\$1,826.50	\$6,534.08	33%
Legal Services Total		\$20,000	\$809.41	\$2,080.00	\$1,818.17	\$1,826.50	\$6,534.08	33%
Taxes	Property	\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Taxes Total		\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	General, Property, Boiler & Auto, l	\$65,000	\$5,993.74	\$5,993.74	\$5,993.73	\$5,993.72	\$23,974.93	37%
Insurance	Auto	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	Worker's Comp	\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance Total		\$96,000	\$5,993.74	\$5,993.74	\$5,993.73	\$5,993.72	\$23,974.93	25%
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Community Enhancement	Association Memberships	\$2,000	\$50.00	\$2,073.00	\$219.72	\$0.00	\$2,342.72	117%
Community Enhancement Total		\$3,000	\$0.00	\$2,073.00	\$219.72	\$0.00	\$2,292.72	76%
Grand Total		\$4,009,386	\$248,350	\$257,034	\$260,172	\$285,779	\$987,261	25%

2016 Capital Budget Projects

YTD

Lounge Chairs (SC Replacements)	\$5,000	\$7,941.00
Irrigation Infrastructure	\$25,000	\$3,150.00
Rock Work	\$30,000	\$15,750.00
Slaughter Tree Pruning	\$30,000	\$27,062.50
Dahlgreen/LaCrosse Med	\$15,000	\$15,000.00
Pool Covers	\$6,500	\$5,678.00
SC Wade Pool Repairs	\$8,400	\$8,226.12
Avana Restaining	\$2,400	\$2,523.53
CC-Replace Handrail	\$6,500	\$5,437.07
Picnic Tb/Ben Wildflow	\$4,900	\$4,178.62
Monument	\$150,000	\$15,402.50
Escarpment Project	\$270,000	\$11,689.19
Construction Repairs	\$25,000	\$1,466.67
Road Bore	\$0	\$2,900.00
CCCC AC Replacement	\$0	\$8,700.00
Total	\$578,700	\$135,105.20

Total Capital Budget Projects **\$578,700.00** **\$135,105.20**

Grand Total Expenses **\$4,588,086.00**

**Circle C Landscape
Board Report, May 2019**

Weather

General: Spring like
Rainfall Total: 7.55 inches
Temperature: 67-94 degrees
Major Events: one intense rain, showers on other days

Maintenance Services

General: Weekly mowing and maintenance
Beds: Weeding and re-mulching
Shrubs: General Trimming has begun
Treatments: Fire Ant Treatment at parks and pools

Outlying Areas

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

Irrigation

General: Double checks have been turned on
Checking continues, repairs continue

Repairs:

General Irrigation repairs throughout property
Irrigation Controller Avana Amenity Replaced
Irrigation Controller Padua Replaced
Lateral lines heads and nozzels replaced throughout
Drip repairs on drip sections throughout
Troubleshoot wiring problem at Park West/Fox Creek

TCEQ Compliance

Backflow tests ordered for new doublechecks at Aden Lane, Rhett Butler and Skyrock

Capital Improvements

Dahlgreen median Bradford Pear Replacement
Rock Work Completed
Irrigation in
Plantings in, turf ordered, trees ordered
LaCrosse Median
Rock work underway
Irrigation installed
plants and turf scheduled

Construction Damage and Projects

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
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

Meetings/Reviews

On site meeting with City of Austin future water meter project
On site meeting with City of Austin Mobility Corridor
Review of Southwest Elementary School documents

Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	3,562	236	3,798
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	3,562	236	3,798

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,271	16,963	3.22
Renters	373	1,452	3.89
Totals	5,644	18,415	3.26

Revenue	
Programs	\$ 11,049
Swim Team	\$ 8,880
Guest Fees	\$ 485
Area Reservations	\$ 543
Facility Rentals	\$ 1,300
Lane Rentals	\$ 1,016

Program Enrollment	
Select Swim Team	59
Masters	9
Group Swim Lessons	48
Private Swim Lessons	26
Water Aerobics	6
Lifeguard Certification	41
Water Safety Instructor	2
Scout Swim Tests	4

Private Rentals	
Swim Center	0
Community Center	0
Avaña	0
Greyrock	0
Totals	0

Area Reservations	
Swim Center	2
Community Center	0
Avaña	0
Greyrock	0
Totals	2

Special Events	
Lane Rentals	Seals Swim Team, Austin Water Polo

Incidents	<i>April 2019</i>	<i>Year-to-Date</i>
Swim Center	2	4
Community Center	0	0
Avaña	0	0
Greyrock	0	0
Totals	2	4

Water Rescues	<i>April 2019</i>	<i>Year-to-Date</i>
Distressed	0	0
Simple Assist	0	1
Active Surface	0	0
Active Submerged	0	0
Passive Surface	0	0
Passive Submerged	0	0
Totals	0	1

Incident Types	<i>April 2019</i>	<i>Year-to-Date</i>
Water Rescues	0	1
Injuries	2	3
Sudden Illness	0	0
Patron Behavior	0	0
Suspension / Expulsion	0	0
EMS / 911 Callout	0	0
Break-In / Vandalism	0	0

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

All is going well in maintenance.

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Pool Heaters passed their boiler inspections
- Replace all pressure relief valves and flow switches on pool heaters

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Building Main water line ruptured where the line comes around the pool. This happened inside the pool grounds. We excavated and had Steves Plumbing come out to repair the leak.

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 having more issues with water in j-boxes along Escarpment which is causing a bank of lights to not work properly.
- Installed Little Library at Park Place playground

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- Replaced one of the pool pumps that failed.
- Underdeck leak in skimmer suction line due to be repaired on Tuesday May 28.

GREY ROCK AMENITIES CENTER

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

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement is made and effective this 30th day of November, 2016, by and between Circle C Homeowners Association, Inc., a Texas non-profit corporation (**Customer**) and Circle C Landscape, LLC, a Texas limited liability company (**Contractor**).

1. Scope and Quality of Work:

1.1 Contractor shall furnish at its own expense all supplies, tools, equipment, labor, and (except as expressly indicated on the schedules attached hereto) all materials necessary to perform the landscape and irrigation work described in **Schedule 1** attached hereto at the locations designated in the maps and charts contained in **Schedule 2** attached hereto (hereafter, the **Work**). All Work shall be done in accordance with the standards and specifications, and at the frequency, set forth in the schedules attached hereto.

1.2 All changes to the Work must be documented by written change order or addendum/amendment to this Agreement. All change documents must be signed by both parties hereto. If the locations identified in Schedule 2 are expanded, the parties will document same by written change order.

1.3 Contractor shall perform all Work in a good and workmanlike manner, and in compliance with all applicable building and safety codes and regulations. Contractor shall strictly adhere to all plans and specifications provided by Customer.

1.4 Contractor shall procure and maintain at its expense all licenses and permits necessary to perform the Work. Contractor shall ensure that its employees and all persons/companies it employs to perform any Work or Additional Work (defined below) are properly trained and licensed to perform competently and legally their respective portions of the Work. Non-citizen workers shall be properly documented.

2. Schedule/Time. Contractor shall prosecute and complete the Work with diligence and in accordance with the attached schedules. Time is expressly declared to be the essence in the performance of the Work and this Agreement. Contractor shall notify Customer in the event of inclement weather or natural events that would delay any aspect of the Work, and schedules shall be equitably adjusted.

3. Contract Price.

3.1 Contractor will be paid for the Work in accordance with the prices set forth in **Schedule 3** attached hereto. Most of the Work is not presently subject to sales tax; if that Work becomes subject to sales tax during the term of this Agreement, the sales tax will be added to the contract price and must be paid by the Customer. Additional Work, which Contractor will provide to Customer upon Customer's express written authorization, will be charged at the rate as set forth in **Schedule 3** attached hereto or, if no rate is set forth on **Schedule 3**, as otherwise agreed by the parties in writing..

3.2 All price schedules shall be firm against increase during the term of the Agreement; provided that Contractor shall have the right to pass through to the Customer all fuel surcharges imposed by vendors for delivery of materials for the Work. If Contractor experiences cost increases that could not be reasonably anticipated at the time of this Agreement, it may request an equitable adjustment in price for a renewal term; said request must be made at least 90 days before the end of the Customer's applicable fiscal year (Customer's fiscal year ends on December 31), and shall include the reason(s) for the requested increase. Customer may accept, reject, or modify the proposed increase, and Contractor shall be bound by Customer's decision. Customer shall not unreasonably deny approval for items, if the consequence of that refusal would substantially impair the Contractor's ability to perform the Work in conformity with the specifications and standards established by this Agreement.

4. Changes in Work. Customer may request that Contractor provide additional work (**Additional Work**) beyond the base services required by this Agreement. In such event, Contractor will provide Customer with a written estimate of charges. If Customer accepts the written estimate, the Contract Price shall be increased in accordance therewith. Customer may also request that Work be deleted or reduced, and in such event the Contract Price shall be decreased in accordance with the rates set forth in **Schedule 3**. Any decrease in the Contract Price of more than 10% must be approved and accepted by the Contractor.

5. Term and Renewal.

5.1 The term of this Agreement is four (4) years, commencing January 1, 2017 and ending December 31, 2020.

5.2 This term shall automatically renew for an additional two (2) years (January 1, 2021 to December 31, 2022), according to the pricing included in schedule 3, unless the Customer gives written notice of non-renewal to the Contractor by October 1, 2019 and has provided proof of intent via a binding vote of the CCHOA Board of Directors of their intentions to contract with the existing vendor under different pricing, contract with another vendor or internalize landscaping services by May 1, 2020.

5.3 If Customer distributes an RFP for landscaping and/or irrigation to any other vendors, it shall deliver a copy of the RFP to Contractor at the same time the RFP is made available to those other vendors.

5.4. This Agreement is subject to termination prior to the end of a term as provided elsewhere herein.

6. Payments.

6.1 Contractor shall timely pay all amounts it incurs for labor, materials, and supplies used in the Work. Contractor shall timely pay all employment-related and sales taxes and withholding relating to the Work. Contractor shall not allow any lien to be filed against property upon which Contractor performs any Work or any materials incorporated in the Work.

6.2 Contractor will bill Customer in equal monthly installments for the Work, and at such intervals as the parties agree for Additional Work. Contractor shall provide a detailed invoice for the Work performed in a calendar month no later than the 15th day of the next month, and Customer shall pay Contractor by the last day of said month. Customer reserves the right to withhold payment for portions of the Work that is billed but has not been performed in accordance with this Agreement.

6.3 The parties agree to attempt to resolve billing disputes promptly and in good faith; and Contractor shall not discontinue or reduce services necessary to perform the Work pending resolution of any dispute.

7. Safety and Licenses

7.1 Contractor shall use its best efforts to maintain safe working conditions for its employees and safe premises for all workers and third parties who can reasonably be expected to be on or about the location(s) where Contractor is performing Work.

7.2 Contractor shall promptly remove from the worksite all persons under its supervision, direction, or control who appear to be under the influence of intoxicants or drugs (whether or not legal), or whose conduct appears to be unsafe, disorderly, or potentially harmful to third parties. Contractor shall ensure that all persons under its supervision, direction, or control do not, while at the Circle C subdivision, create excessive noise, exceed speed limits, drive recklessly, use or threaten to use weapons, or trespass on property not owned or maintained by Customer. Because Contractor's performance of the Work may be

associated in the mind of the public with Customer, Contractor shall ensure that all persons under its supervision, direction, or control act in an orderly, responsible, and courteous manner at all times while performing the Work.

7.3 Contractor must establish written procedures for the safety of all persons and equipment that will be involved in performing the Work, and for the protection of all properties that will be affected by performance of the Work. Contractor shall deliver a complete current copy of such procedure(s) to Customer upon request.

7.4 As often as is reasonably necessary, Contractor shall inspect all sites at which the Work is to be performed to become informed/aware of site conditions, traffic, proximity to overhead and buried utilities, sensitive environmental areas, potential biological hazards, and other conditions likely to affect Contractor's performance or impact health or safety.

8. Independent Relationship. The parties are independent contractors as to each other. Nothing in this Agreement or in the relationship created hereby shall be construed as creating any agency or employment relationship. Contractor shall be solely responsible for hiring, supervising, and paying its employees, subcontractors, and suppliers. Customer shall have the right to review, inspect, and approve or disapprove the Work, but the details, manner, and method of performance of the Work shall be and remain under Contractor's control.

9. Insurance.

9.1 Contractor shall obtain and maintain insurance coverage as specified below, and shall provide to Customer an insurance certificate at the inception of this Agreement and at such times thereafter as Customer requests. THE COVERAGE LIMITS SPECIFIED BELOW SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT.

9.2 The required policy limits are:

- (a) Comprehensive General Liability -
\$1,000,000 Each Occurrence
\$1,000,000 personal and advertising injury, any one Person or organization
\$2,000,000 General Aggregate

Customer shall be an additional named insured.

The policy shall contain a waiver of Contractor's right of subrogation against Customer

Insurance must cover Underground (U). Explosion and collapse (X, C)

Coverage shall also be required when Contractor or any subcontractor exceeds an 8" depth necessary for the maintenance of irrigation systems.

- (b) Business Auto Liability Insurance
Business Auto Liability Insurance must meet State of Texas Requirements - \$500,000 per occurrence.
- (c) Workers Compensation - statutory coverage.

10. Termination. Either party may terminate this Agreement for cause. Cause shall include: (a) Contractor's persistent failure to perform the Work in accordance with this Agreement; (b) Contractor's failure to follow applicable laws and regulations, failure to obtain and maintain required licenses and permits, or failure to maintain required insurance; (c) Contractor's failure to follow Customer's directions or disregard of the authority of Customer's representative; (d) either party's violation of a material provision of this Contract; (e) either party's failure to make payments when due. Prior to termination, written notice and thirty (30) days opportunity to cure must be given, except with respect to subpart (e), for which ten (10) days notice and opportunity to cure must be given

11. Risk of Loss. Contractor shall bear the expense and risk of loss of damage to Work in progress, materials and supplies prior to installation, and its tools and equipment. Contractor shall properly replace or repair any such loss or damage at its own expense. Contractor shall bear the expense of storing supplies and materials, whether onsite or offsite. Contractor shall take reasonable precautions to protect all stored supplies and materials from damage. In the event of loss or damage due to Force Majeure, work schedules shall be equitably extended.

12. Damage and Offset.

12.1 Contractor shall pay for all expenditures required to: (a) repair or rehabilitate Work that was improperly performed by Contractor; (b) procure completion of Work that was not timely performed by Contractor; and/or (c) repair any damage to property caused by Contractor during performance of the Work. Customer may deduct or offset all such sums from any amounts due to the Contractor pursuant to this or any other Agreement.

12.2 In the event of a breach of this Contract, the non-breaching party shall take all reasonable measures to mitigate the loss; provided that no party shall be required to take any action that would involve unreasonable inconvenience or cost.

13. Indemnity. Contractor shall indemnify, defend, and hold harmless Customer, its officers, agents, and employees, against any and all claims, demands, losses, lawsuits, and judgments (including Customer's attorney's fees and expenses) that in any manner arise out of or relate to the Work, Contractor's obligations under this Agreement, or Contractor's performance of said obligations. This indemnity extends to all manner of claims and losses, including without limitation bodily injury, property damage, and economic loss, regardless of the theory of liability asserted. Contractor's obligation to indemnify Customer shall apply notwithstanding any claim or allegation that Customer's negligence, fault, act, or omission caused or contributed to the damage or loss; provided that Contractor shall not be obligated to indemnify Customer for losses and damages attributable to Customer's negligence, fault, act, or omission.

14. Assignment/Subcontracting. Neither party may assign its rights or delegate its obligations under this Agreement without the written consent of the other party. This provision shall not prevent Contractor from hiring one or more subcontractors to perform any portion of the Work; provided Contractor shall remain responsible for the performance of all persons it engages, and Customer shall have the right to seek relief directly from Contractor without first having to pursue its remedies against such third parties. Contractor shall ensure that any business or person that it hires is competent to perform the tasks required by this Agreement, is familiar with the requirements of this Agreement, will not need training, direction, or instruction by Customer, has all required licenses, and has insurance coverage in accordance with the terms of this Contract. Contractor shall promptly advise Customer in writing of the name and address of all subcontractors hired to perform any portion of the Work. Upon Customer's request, Contractor shall furnish to Customer copies of all subcontracts and pertinent insurance certificates.

15. Governing Law/Venue/Dispute Resolution/Attorney's Fees. This Agreement shall be governed, interpreted and enforced under the laws of the State of Texas. Venue of any litigation arising out of or relating to this Agreement shall be exclusively in a court of competent jurisdiction in Travis County, Texas.

16. Waiver/Authorship. No action or failure to act by any party shall be a waiver of any right or duty afforded under this Agreement. This Agreement shall be construed without regard to each party's authorship; and no presumption will apply in favor or against any party in the interpretation of this Agreement based upon authorship.

17. Entire Agreement/Modification/Interpretation/Severability. This Agreement constitutes the entire agreement of the parties with respect to the Work and supersedes all prior negotiations, commitments, representations, and undertakings of the parties; provided that the Request for Proposal,

attached hereto as **Schedule 2**, is superseded only to the extent of irreconcilable conflict with this Agreement. All amendments and changes to this Agreement must be in writing and signed by the party to be bound. In case of conflict between this Agreement and any standard form used by Contractor, the terms of this Agreement shall control. This Agreement is severable, and if any part of this Agreement is found to be invalid, the remainder of this Agreement shall be enforced to the maximum permissible extent without regard to the invalid portion. The titles and section headings are included for convenience only and shall not be dispositive.

18. Representatives/Manager's Liability. Each party will identify in writing one or more authorized representatives to address issues relating to the Work and this Agreement; and each party shall, whenever possible, deal exclusively with the other's designated representative(s). Customer's manager is and will be acting solely as agent for the Customer. Contractor shall look solely to the Customer for payment.

19. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and the provisions of this Agreement shall not create any legal or equitable right, remedy, or claim enforceable by any person, firm, or organization, other than the parties and their successors and permitted assigns.

20. Notices. All notices or other communications required by this Agreement shall be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when personally delivered or two business days after mailing to the party at its address as set forth below or to the last address provided in writing by the addressee. In addition, a copy of all notices to Customer shall be delivered to Customer's then current president at his/her home address, or such other address as Customer may direct in writing.

CUSTOMER:

CIRCLE C HOMEOWNERS ASSOCIATION, INC.
ATTN: Karen Hibpsman
7817 La Crosse Avenue
Austin, Texas 78739

By: 
Kim Ackermann, President
12/5/16

CONTRACTOR:

CIRCLE C LANDSCAPE, LLC
ATTN: Susan Hoover
7817 La Crosse Avenue
Austin, Texas 78739

By: 
Clayton Hoover, President
12/5/16

Attachments:

- Schedule 1 – Landscape Specifications and description of Work to be done
- Schedule 2 – Locations for Work
- Schedule 3 - Pricing/Schedule of Values for Work

**Schedule 1
Landscape Specifications**

Type	Description	Treatment	Schedule	Annual Rotation
Turf	Mixed grasses and Zoysia	Mow, Weedeat, Blow	7-10 days during the growing season. As needed during winter	38-42
Turf	Mixed grasses and Zoysia	Fertilization Pre-emergent	Late Fall Late Spring	2
Perennial Beds	All	Trimming	Winter, Late Spring, Fall	3
Perennial Beds	All	Fertilization Pre-emergent	Fall 4x per year	1 4
Perennial Beds	All	Weeding	7-14 days during growing season As needed during the winter	38-42
Perennial Beds	All	Mulch	Maintain at 3". Turn when clumped	as needed to maintain
Shrubs	All	Trimming	5-8 weeks during growing season	5-8
Vines	All	Trimming	Spring, fall, summer if needed	2-3

Initialed: _____ / _____

**Schedule 1
Landscape Specifications**

Wildflowers-Irrigated	Avana	Mowing/Weedeating	8-12 days during growing season. Allow wildflowers to grow April - June. Winter as needed	28-30	
Trees	Shade	Lift canopy	Keep pedestrian areas clear	1-3	
Trees	Ornamental	Prune	Winter. Late trim if blocking pedestrians	1	
Tree Wells	All	Mulch/Weed	Keep clean. Mulch to 3" where existing mulched wells are	24-30	
Trash	All	Trash Pick-up	Heavy trash pickup 3x per week. Lite trash all days. Includes all additional trash cans along Escarpment, La Crosse and Spruce Canyon. Holidays excluded	260	

Initialed: _____

**Schedule 1
Landscape Specifications**

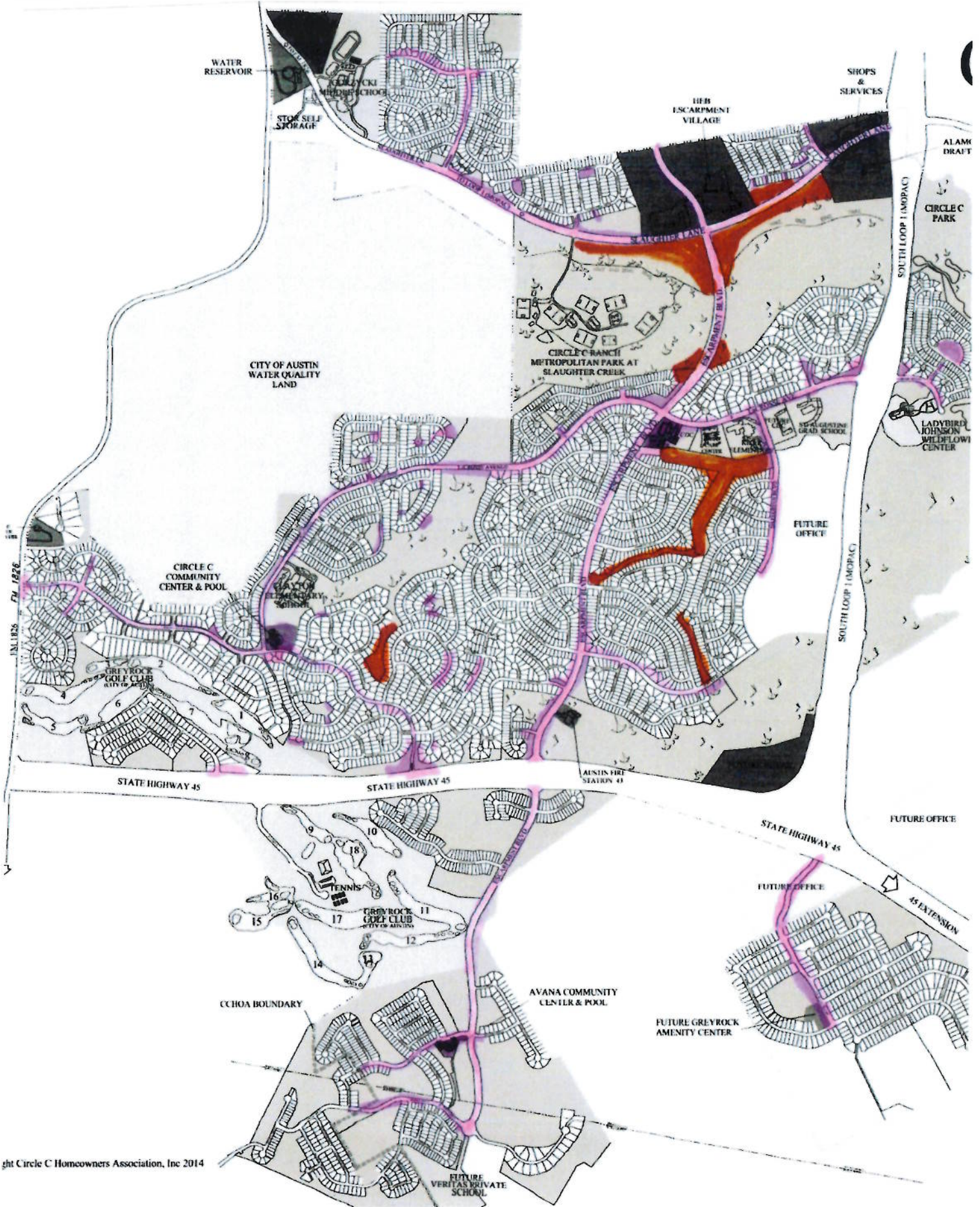
Fire Ant Bait	Swim Centers, Parks, and Electric at Irrigation Controllers	Over and Out	Fall and Spring	
				2
Fire Ant Mounds	Pedestrian Areas and beds	Mound Treatment	As needed	
Drainage Areas	South Bay	Weedeat	During the growing Season. Grass 12"-15"	3
	Back Bay			
	Sierra Ridge			
	SH45/Spruce Canyon			
	South Bay/Escarpment			
Post Offices/Natural		Weed, Weedeat/Round Up	Every 14 days during growing season	18-22
	Magenta			
	Hansa Cove			
	Georgian Oaks			
	Quincy Cove			
	Viridian			
	Viridian Way (Pedestrian)			
	Blissfield			
	Blissfield ROW			
	Seneca Falls			
	Seneca Falls Loop			
	Hansa Lot			
	Tollesboro			
	Lot near Clayton			
	Edwardson Cove			
	Estana			

Initialed: _____ / _____

**Schedule 1
Landscape Specifications**

		Trissino								
		Trissino								
		Rain Lily								
		Cardinal Flower								
Interior Karst and Greenbelt		Viridian Way		Weedeating/Round up		2x per year			2	
		Viridian								
		Seneca Falls 1								
		Seneca Falls 2								
Park Mowing		CC Park		Mowing/Brush Hog		3x per year			3	
Irrigation		All Areas		Inspection		Major inspection 2x per year			2	
						On site daily at work areas, during trash run			260	
Supervision		All Areas		Inspection		Daily			260	
Weekend On-Call		Additional cost if after hours emergency								

Schedule 2 Circle C Commons Areas to be Maintained (the Work)



Schedule 3 Pricing Circle C Homeowners Association/Circle C Landscape
Landscape and Irrigation Maintenance Agreement

Term: January 1, 2017 to December 31, 2020, with two year renewal option January 1, 2021-December 31, 2022.

Base Contract, includes State of Texas sales tax as currently calculated. Does not include pools, additional land, holiday lights, hourly services.

Year 1 (2017)	\$1,045,254.00
Year 2 (2018)	\$1,097,517.00
Year 3 (2019)	\$1,152,393.00
Year 4 (2020)	\$1,210,012.00
Year 5 (2021)	\$1,270,513.00
Year 6 (2022)	\$1,334,038.00

Pools

Year 1 (2017)	\$74,500.00
Year 2 (2018)	\$78,225.00
Year 3 (2019)	\$82,136.00
Year 4 (2020)	\$86,243.00
Year 5 (2021)	\$90,555.00
Year 6 (2022)	\$95,083.00

Holiday Lights

Year 1 (2017)	\$30,000.00
Year 2 (2018)	\$31,500.00
Year 3 (2019)	\$33,075.00
Year 4 (2020)	\$34,729.00
Year 5 (2021)	\$36,465.00
Year 6 (2022)	\$38,288.00

In addition to existing holiday light funds included in special events

Circle C Landscape Hourly Services Price List

Irrigation Services:

Irrigation Services Requiring a Licensed Irrigator:	\$80.00 per man hour
Irrigation Services Requiring an Irrigation Technician	\$58.00 per man hour
Irrigation Services Requiring a Landscape Technician	\$35.00 per man hour

Irrigation Supplies:

All supplies will be billed at wholesale rates determined by Horizon Distributors, Inc. plus 10%

Emergency After-Hours Services: (3:30pm -7:30 a.m. M-F), (12:00 pm Saturday-7:30 am Monday)

Holiday Services:

Landscape Foreman:	\$60.00 per man hour
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Landscape Technician:	\$45.00 per man hour
Compliance Services:	
Coordination of Backflow Prevention Testing Services	\$35.00 per hour
Coordination of City of Austin Required Irrigation Audits	\$65.00 per hour
Preparation of City of Austin Required Large Property Variance	\$75.00 per hour
Maps, Acreage Calculations, Area Locations, etc. For CCHOA	per individual bid
Coordination Services	
Coordination for Arborist services, yearly plan for Arborist services	\$45.00 per hour
Additional Professional Services Upon Request	per individual bid

**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

ACCESS EASEMENT AGREEMENT

Effective Date: _____, 2019

Grantor: Circle C Homeowners Association, Inc., a Texas nonprofit corporation

Grantor’s Mailing Address: 7817 LaCrosse Avenue
Austin, TX 78730

Grantee: Austin Independent School District, a Texas Independent School District _____

Grantee’s Mailing Address: 1111 W. 6th Street
Austin, Texas 78703

Grantor’s Property: Lot 44, Block A, Avana, Phase One, Section Three, according to the plat recorded as document 201500059, Official Public Records, Travis County, Texas.

Easement Tract: A parcel of land out of Grantor’s Property containing acres of land, more of less, and being more particularly described in **Exhibit “A”** attached and made a part hereof for all purposes.

Grantee’s Property: That certain 18.9155 acre tract of land more or less, situated in the H.W. Cocke Survey No. 83, Abstract No. 196 in Travis County, Texas, and H.W. Cocke Survey No. 127 in Hays County, Texas, said tract being more particularly described in **Exhibit “B”** attached hereto and made a part hereof for all purposes.

Easement Purpose: For providing free and uninterrupted vehicular (including buses and heavy equipment) and pedestrian ingress and egress in, over, under, on and across the Easement Tract between Grantee’s Property, or any part thereof, and Escarpment Boulevard, as well as educational uses provided and supervised by Grantee, subject to the terms of this Agreement.

Improvements: All driveways; bridges; sidewalks; curbs and gutters; drainage; and all other access related improvements that Grantee may, at its election, install from time to time within the Easement Tract, subject to the terms of this Agreement.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: As provided herein.

Exceptions to Conveyance and Warranty:

All restrictions, reservations, covenants, conditions, encumbrances and all other instruments presently recorded in the Official Records of Travis and/or Hays County, Texas that affect the Easement Tract, and matters visible and apparent on the ground, but in no case shall these matters supersede the express terms of this Agreement.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty and other terms and provisions of this Agreement, grants, sells, and conveys to Grantee and Grantee's heirs, successors and assigns, a non-exclusive easement and right-of-way in, over, under, on and across the Easement Tract for the Easement Purpose and for the benefit of the Grantee's Property and portions thereof, together with the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose (the "Easement"); to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend all and singular the property interests herein conveyed to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty and subject to the terms of this Agreement.

The following terms and conditions apply to the Easement granted by this Access Easement Agreement (the "Agreement"):

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Grantee's Property. The Easement is for the benefit of Grantee as owner of the Grantee's Property, and Grantee's board members, agents, employees, contractors, consultants, students, parents, invitees, guests and visitors, and Grantee's successors and assigns who at any time own all or any part of the Grantee's Property.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Non-exclusiveness/Reservation of Rights.* The Easement herein granted is non-exclusive and Grantor reserves and retains the right to convey other easements to such other persons as Grantor may deem proper to the extent such future easements do not interfere in any material way with the Easement Purpose or in any material way reduce or prevent the use by Grantee of the Easement granted herein. Grantor further reserves the right to use and enjoy the Easement Tract for all purposes which do not interfere in any material way with the Easement Purpose or in any material way reduce or prevent the use by Grantee of the Easement. Without in any way limiting the foregoing, the following encroachments are expressly permitted within the Easement Tract: landscaping and irrigation facilities that do not materially interfere with the Easement Purpose or the construction and use of the Improvements. Grantor, or Grantor's heirs, successors or assigns, shall, at the expense of Grantor or Grantor's heirs, successors or assigns, repair any damage to the Improvements caused by Grantor, its heirs, successors, assigns, agents, employees, contractors, or consultants, if such damage to Improvements exceeds normal wear and

tear. Grantee or Grantee's heirs, successors or assigns, shall, at the expense of Grantee or Grantee's heirs, successors or assigns, repair any damage to Grantor's Property, the Easement Tract, and any improvements on Grantor's Property or Improvements on the Easement Tract caused by Grantee, its heirs, successors, assigns, agents, employees, contractors, or consultants; provided that normal wear and tear to Grantee's Improvements that does not create an imminent danger or hazardous condition shall be excluded from Grantee's repair obligations under this section 3. Grantee's obligations to repair shall not extend to damages or excessive wear and tear caused by third parties.

4. *Construction and Maintenance of Improvements.* Subject to the terms of this Agreement, Grantee has the right, but not the obligation, to construct, install, operate, use, maintain, repair, modify, upgrade, replace, make connections with and remove all or any portion of the Improvements within the Easement Tract, at Grantee's sole cost and expense. The permitted Improvements do not include parking areas, retaining walls, drainage facilities (other than as necessary for roadways and walkways), or any other Improvements that are not reasonably necessary for provision of access to Grantee's Property in accordance with the Easement Purpose. Upon Grantee's construction of the Improvements, Grantee agrees to maintain and repair the Improvements in good and functioning condition at no cost to Grantor (unless otherwise specifically provided herein) to allow free vehicular and pedestrian ingress and egress to and from Grantee's Property to and from Escarpment Boulevard. Grantee shall have the right to eliminate encroachments in the Easement Tract that impair or prevent Grantee's construction of the Improvements, subject to the restoration provisions of the MOU referenced below or paragraph 5 of this Agreement. Grantee has the right to remove or relocate any fences within the Easement Tract or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Improvements, subject to replacement of the fences to substantially their original condition on the completion of the work. Grantee is responsible for maintaining the natural landscape within the Easement Tract (such as trees, shrubs, and grass) in its reasonable discretion, subject to reasonable weather and climate conditions, after the construction of the Improvements. Such maintenance may include occasional mowing and periodic tree trimming. Additional landscaping and irrigation systems within the Easement Tract shall not be required and shall not be the responsibility of Grantee if installed by Grantor or a third party. The parties have entered into a Memorandum of Understanding (MOU), of even date herewith, concerning the contemplated construction on Grantee's Property and restoration of damage to surrounding parcels incident to such construction. The consideration for the Easement includes the matters addressed in the MOU.

5. *Coordination; Restoration.* Grantee will direct parties constructing, repairing, or altering the Improvements under this Agreement to act with all reasonable due diligence and in such a manner so as to prevent injury to persons or property within the Easement Tract and will coordinate its activities with Grantor so as to reasonably minimize interference with the use of Grantor's Property and the Avaña development. Following construction, maintenance, or repair of Improvements within the Easement Tract ("Work"), Grantee will promptly repair and restore with reasonable diligence, at its sole cost and expense, Grantor's Property (other than the pre-existing irrigation systems in the Easement Tract or within the right of way immediately adjacent to the Easement Tract) and other property within the Avaña development damaged by the Work, by construction on Grantee's Property, or by parties on behalf of Grantee constructing, repairing, or altering the Improvements, such repair obligation extending to roads, roundabouts, fencing,

landscaping, irrigation systems serving areas that are not or will not be served by Grantee's irrigation systems or landscaping plan, and surface grade. Notwithstanding the foregoing, Grantee's obligations to maintain, repair, or restore shall not include or extend to (i) any damages or wear and tear caused by third parties (i.e. *not* Grantee's agents, contractors, consultants), or (ii) irrigation systems within the Easement Tract to the extent they serve the right-of-way maintained by Grantee, or such systems within said right-of-way. The required repair/restoration shall be as close as reasonably practical to the condition prior to commencement of such Work or construction on Grantee's Property by Grantee (or Grantee's heirs, successors, and assigns). With respect to irrigation systems that serve Grantor's Property (but not including systems that serve the Easement Tract or the right-of-way maintained by Grantee) or the Avaña development (collectively, Grantor's Property), Grantee shall have an ongoing obligation during the Work and construction on Grantee's Property to repair damage caused by Grantee or its agents or contractors on Grantor's Property, to the same or equivalent condition and quality as existed prior to such damage. All of such irrigation systems repairs shall be performed by a licensed irrigator who must be pre-approved by Grantor, which pre-approval shall not be unreasonably withheld, conditioned, or delayed.

6. *Mechanics' Liens.* Grantee is not and will not be construed as Grantor's agent in contracting for any improvements to the Easement Tract, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in the Easement Tract or any other property of Grantor. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances, or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon the Easement Tract, or any other property of Grantor, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee.

7. *NO REPRESENTATIONS OR WARRANTIES.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GRANTEE ACCEPTS THE EASEMENT AND THE EASEMENT TRACT **AS IS, WHERE IS, AND WITH ALL FAULTS.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE EASEMENT, THE EASEMENT TRACT, GRANTOR'S PROPERTY, OR ANY IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY GRANTEE, THE SAFETY OR SECURITY OF THE EASEMENT, THE EASEMENT TRACT, LOT 44, AND ANY IMPROVEMENTS, OR THE COMPLIANCE OF THE EASEMENT, THE EASEMENT TRACT, LOT 44, AND ANY IMPROVEMENTS WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, AND RESTRICTIONS. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. *Enforcement.* Grantor and Grantee may enforce, by any proceeding at law or in equity, including specific performance, restraining orders, and injunctions (temporary or permanent), the Easement and the terms of this Agreement. Failure to enforce the Easement or terms of this Agreement does not waive the future right to do so. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be

obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. *Modification or Termination.* This Agreement may be modified, amended, or terminated only by the joint action of Grantor and Grantee. Such joint action only becomes effective after it is reduced to writing, signed by Grantor and Grantee, and filed in the Official Public Records of Travis County, Texas. Amendment or termination of the grant or purposes of the Easement is allowed only with approval of the Director of the Development Services Department of the City of Austin.

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

11. *Binding Effect.* This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, successors, and assigns.

12. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be exclusively in Travis County, Texas.

13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Paragraph headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Conformity with All Applicable Laws.* Nothing in this Agreement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Agreement which may require or permit such a violation shall yield to the law, regulation or requirement.

16. *Counterparts.* To facilitate execution, this Agreement may be executed in any number of counterparts and the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

17. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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 agreement. Notice may also be given by courier delivery and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

16. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

* * *

Executed to be effective as of the Effective Date.

[COUNTERPART SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT**

GRANTOR:

**CIRCLE C HOMEOWNERS ASSOCIATION,
INC.**

Name: _____
Title:

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2019,
by _____, in the capacity stated above.

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT**

GRANTEE:

AUSTIN INDEPENDENT SCHOOL DISTRICT,
a Texas Independent School District

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this _____ day of _____, 2019, by
_____, in the capacity stated above.

Notary Public, State of Texas

EXHIBIT "A"
EASEMENT TRACT

EXHIBIT "B"
GRANTEE'S PROPERTY

Legal Description of Property

18.9155 Acres

H. W. Cocke Survey No. 83, Abstract No. 196

16533.10

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January 13, 2017

STATE OF TEXAS §
 §
COUNTIES OF TRAVIS AND HAYS §

FIELDNOTE DESCRIPTION of a 18.9155 acre tract out of the H. W. Cocke Survey No. 83, Abstract No. 196 in Travis County, Texas and Abstract No. 127 in Hays County, Texas, being a portion of that 40.174 acre tract, conveyed to CalAtlantic Homes of Texas, Inc. in Document No. 2016-16001074 of the Official Public Records of Hays County, Texas, and as further described as Parcel "B", in the deed recorded in Document No. 2013002413 of the Official Public Records of Travis County, Texas; the said 18.9155 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found, on the westerly line of the said 40.174 acre tract, being the most northerly corner of Lot 24, Block "A", Avana, Phase Three, a subdivision recorded in Document No. 201400058 of the Official Public Records of Travis County Texas, same being on the easterly right-of-way line of Escarpment Boulevard (120.00' right-of-way) as dedicated in Avana, Phase One, Section Two, a subdivision recorded in Document No. 201500032 of the Official Public Records of Travis County, Texas;

THENCE, leaving the northerly line of said Lot 24, with the common westerly line of the said 40.174 acre tract and the easterly right-of-way line of Escarpment Boulevard, for the following two (2) courses:

- 1) With a curve to the left having a central angle of 09°56'34", a radius of 1060.00 feet, a long chord of 183.72 feet (chord bears N29°24'55"E), for an arc distance of 183.95 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of tangency;
- 2) N24°26'44"E, a distance of 187.95 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of curvature of a curve to the right, being the most westerly, southwest corner of Lot 44, Block A, Avana, Phase One, Section Three, a subdivision recorded in Document No. 201500059 of the Official Public Records of Travis County Texas, from which a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the common westerly line of said Lot 44 and the easterly right-of-way line of Escarpment Boulevard, bears N24°26'44"E, a distance of 192.70 feet;

THENCE, leaving the easterly right-of-way line of said Escarpment Boulevard, with common line between said Lot 44, Block A, and the aforesaid 40.174 acre tract, for the following six (6) courses:

- 1) With the said curve to the right having a central angle of $13^{\circ}37'26''$, a radius of 940.00 feet, a long chord of 222.99 feet (chord bears $N31^{\circ}15'17''E$), for an arc distance of 223.52 feet to a cotton gin spindle, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of tangency;
- 2) $N38^{\circ}04'10''E$, a distance of 357.00 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of curvature of a curve to the left;
- 3) With the said curve to the left having a central angle of $01^{\circ}46'26''$, a radius of 3485.00 feet, a long chord of 107.89 feet (chord bears $N37^{\circ}11'05''E$), for an arc distance of 107.90 feet to a cotton gin spindle, with plastic cap marked "Capital Surveying Co., Inc." found for the point of non-tangency, same being the most northerly corner of the herein described tract;
- 4) $S55^{\circ}01'00''E$, a distance of 345.98 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", 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 $64^{\circ}37'21''$, a radius of 162.50 feet, a long chord of 173.72 feet (chord bears $S22^{\circ}42'27''E$), for an arc distance of 183.28 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of tangency;
- 6) $S10^{\circ}48'24''W$, a distance of 630.50 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for a southerly corner of aforesaid Lot 44, Block A, from which a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the aforesaid common line between the 40.174 acre tract and Lot 44, bears $S88^{\circ}11'01''E$, a chord distance of 294.97 feet;

THENCE, leaving the southerly line of aforesaid Lot 44, Block A, across the said 40.174 acre tract, for the following three (3) courses:

- 1) $S30^{\circ}39'08''W$, a distance of 423.63 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set for corner;
- 2) $S56^{\circ}24'17''W$, a distance of 250.03 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set for corner;

18.9155 Acres

H. W. Cocke Survey No. 83, Abstract No. 196

16533.10

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January 13, 2017

- 3) N38°49'11"W, a distance of 677.42 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set on the curving westerly line of the aforesaid 40.174 acre tract, being an easterly line of aforesaid Lot 24, Block A, from which a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the aforesaid common line between the 40.174 acre tract and Lot 24, bears S38°56'42"W, a chord distance of 9.48 feet;

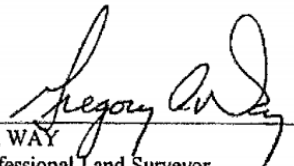
THENCE, along the common westerly line of the 40.174 acre tract and easterly line of said Lot 24, Block A, with a curve to the left a central angle of 04°19'06", a radius of 1060.00 feet, a long chord of 79.87 feet (chord bears N36°32'45"E), for an arc distance of 79.89 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 18.9155 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

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 13th day of January, 2017.




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

PRIVATE EASEMENT FOR WATERLINE AND WASTEWATER UTILITIES

Date: _____ 2019

Grantor: Circle C Homeowners Association, Inc., a Texas nonprofit corporation

Grantor's Mailing Address: 7817 LaCrosse Avenue
Austin, TX 78730

Grantee: Austin Independent School District, a Texas Independent School District

Grantee's Mailing Address: 1111 W. 6th Street
Austin, Texas 78703

Grantor's Property: Lot 44, Block A, Avana, Phase One, Section Three, according to the plat recorded as document 201500059, Official Public Records, Travis County, Texas

Easement Tract: A parcel of land out of Grantor's Property containing [REDACTED] acres of land, more or less, and being more particularly described in **Exhibit "A"** attached and made a part hereof for all purposes.

Grantee's Property: That certain 18.9155 acre tract of land more or less, situated in the H.W. Cocke Survey No. 83, Abstract No. 196 in Travis County, Texas, and H.W. Cocke Survey No. 127 in Hays County, Texas, said tract being more particularly described in **Exhibit "B"** attached hereto and made a part hereof for all purposes.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of wastewater lines, as well as raw, reclaimed, and potable water lines and related facilities and equipment that provide service to Grantee's Property (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: As provided herein.

Exceptions to Warranty: All restrictions, reservations, covenants, conditions, encumbrances and all other instruments presently recorded in the Official Records of Travis and/or Hays County, Texas that affect the Easement Tract, and matters visible and apparent on the ground, but in no case shall these matters supersede the express terms of this Agreement.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, and other terms and provisions of this Agreement, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns a private non-exclusive easement over, under, on, and across the Easement Tract for the Easement Purpose, and for the benefit of Grantee's Property and portions thereof, together with the right of ingress and egress at all times over, on and across the Easement Tract for use of the Easement Tract for the Easement Purpose (the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

The following terms and conditions apply to the Easement granted by this Private Easement for Waterline and Wastewater Utilities (the "Agreement"):

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Grantee's Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of Grantee's Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's board of trustees, heirs, successors, and assigns who at any time own any interest in the Grantee's Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves and retains the right to convey other easements to such other persons as Grantor may deem proper to the extent such future easements do not interfere in any material way with the Easement Purpose or in any material way reduce or prevent the use by Grantee of the Easement granted herein. Grantor further reserves the right to use and enjoy the Easement Tract for all purposes which do not interfere in any material way with the Easement Purpose or in any material way reduce or prevent the use by Grantee of the Easement. The following encroachments are expressly permitted within the Easement Tract: existing landscaping and irrigation facilities that do not materially interfere with the Easement Purpose or the construction and use of the Facilities. Grantor, or Grantor's heirs, successors or assigns, shall, at the expense of Grantor or Grantor's heirs, successors or assigns, repair any damage to the Facilities caused by Grantor, its heirs, successors, assigns, agents, employees, contractors, or consultants, if such damage to Facilities exceeds normal wear and tear. Grantee or Grantee's heirs, successors or assigns, shall, at the expense of Grantee or Grantee's heirs, successors or assigns, repair any damage to Grantor's Property, the Easement Tract, and any improvements on Grantor's Property or Improvements on the Easement Tract caused by Grantee, its heirs, successors, assigns, agents, employees, contractors, or consultants; provided that normal wear and tear to Grantee's Facilities that does not create an imminent danger or hazardous condition shall be excluded from Grantee's repair obligations under this section 3. Grantee's obligations to repair shall not extend to damages or excessive wear and tear caused by third parties.

4. *Construction and Maintenance of Easement Tract.* Subject to the terms of this Agreement, Grantee has the right, but not the obligation, to construct, install, operate, use,

maintain, repair, modify, upgrade, replace, make connections with and remove all or any portion of the Facilities within the Easement Tract, at Grantee's sole cost and expense. The permitted Facilities do not include parking areas, retaining walls, or drainage facilities. Upon Grantee's construction of the Facilities, Grantee agrees to maintain and repair the Facilities in good and functioning condition at no cost to Grantor (unless otherwise specifically provided herein). Grantee shall have the right to eliminate encroachments in the Easement Tract that impair or prevent Grantee's construction of the Improvements, subject to the restoration provisions of paragraph 5 of this Agreement and the Memorandum of Understanding (MOU) between the parties of even date herewith. The consideration for the Easement includes the matters addressed in the MOU. Grantee has the right to remove or relocate any fences within the Easement Tract or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to substantially their original condition on the completion of the work.

5. *Coordination; Restoration.* Grantee will direct parties constructing, repairing, or altering the Facilities under this Agreement to act with all reasonable due diligence and in such a manner so as to prevent injury to persons or property within the Easement Tract and will coordinate its activities with Grantor so as to reasonably minimize interference with the use of Grantor's Property and the Avaña development. Following construction, maintenance, or repair of Facilities within the Easement Tract ("Work"), Grantee will promptly repair and restore with reasonable diligence, at its sole cost and expense, the surface of the Easement Tract, Grantor's Property and other property within the Avaña development damaged by the Work, by construction on Grantor's Property, or by parties on behalf of Grantee constructing, repairing, or altering the Facilities, including roads, roundabouts, fencing, landscaping, irrigation systems serving areas that are not or will not be served by Grantee's irrigation systems or landscaping plan, and surface grade. With respect to irrigation systems that serve the Avaña development or portions of Grantor's Property other than those areas for which Grantee is assuming maintenance responsibilities under this Agreement or the Access Easement Agreement for Grantor's Property executed by the parties, Grantee shall have an ongoing obligation during the Work and construction on Grantor's Property to repair damage caused by Grantee or its agents or contractors, to the same or equivalent condition and quality as existed prior to such damage. Notwithstanding the foregoing, irrigation systems that serve the right of way along Escarpment will be disconnected during construction in the Grantee's reasonable discretion, will be subsequently re-routed through a sleeve installed under Escarpment (at a location mutually agreed by Grantor and Grantee, but ultimately subject to the approval and discretion of the City of Austin) by Grantee, and Grantor shall install all irrigation facilities necessary for such re-routing. All of such required irrigation systems repairs shall be performed by a licensed irrigator who must be pre-approved by Grantor, which pre-approval shall not be unreasonably withheld, conditioned, or delayed. The required repair/restoration shall be as close as reasonably practical to the condition prior to commencement of such Work or construction on Grantor's Property by Grantee (or Grantee's heirs, successors, and assigns). Notwithstanding anything to the contrary, Grantee's obligations to repair or restore shall not extend to damages or excessive wear and tear caused by third parties (i.e. *not* Grantee's agents, contractors, consultants).

6. *Mechanics' Liens.* Grantee is not and will not be construed as Grantor's agent in contracting for any improvements to the Easement Tract, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in the Easement Tract or any other property of Grantor. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances, or charges levied on account

of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon the Easement Tract, or any other property of Grantor, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee.

7. *NO REPRESENTATIONS OR WARRANTIES.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GRANTEE ACCEPTS THE EASEMENT AND THE EASEMENT TRACT **AS IS, WHERE IS, AND WITH ALL FAULTS.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE EASEMENT, THE EASEMENT TRACT, LOT 44, OR ANY FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY GRANTEE, THE SAFETY OR SECURITY OF THE EASEMENT, THE EASEMENT TRACT, GRANTOR'S PROPERTY, AND ANY FACILITIES, OR THE COMPLIANCE OF THE EASEMENT, THE EASEMENT TRACT, GRANTOR'S PROPERTY, AND ANY FACILITIES WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, AND RESTRICTIONS. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. *Enforcement.* Grantor and Grantee may enforce, by any proceeding at law or in equity, including specific performance, restraining orders, and injunctions (temporary or permanent), the Easement and the terms of this Agreement. Failure to enforce the Easement or terms of this Agreement does not waive the future right to do so. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. *Modification or Termination.* This Agreement may be modified, amended, or terminated only by the joint action of Grantor and Grantee. Such joint action only becomes effective after it is reduced to writing, signed by Grantor and Grantee, and filed in the Official Public Records of Travis County, Texas. Amendment or termination of the grant or purposes of the Easement is allowed only with approval of the Director of the Development Services Department of the City of Austin.

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

11. *Binding Effect.* This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and assigns.

12. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be exclusively in Travis County, Texas.

13. *Counterparts.* This Agreement may be executed in multiple counterparts. All counterparts taken together constitute this Agreement.

14. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare default immediately a default or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Paragraph headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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 agreement. Notice may also be given by courier delivery and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

18. *Conformity with All Applicable Laws.* Nothing in this Agreement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Agreement which may require or permit such a violation shall yield to the law, regulation or requirement.

****SIGNATURES CONTINUE ON FOLLOWING PAGES****

**COUNTERPART SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT**

GRANTOR:

**CIRCLE C HOMEOWNERS ASSOCIATION,
INC.**

Name: _____

Title:

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2019,
by _____, in the capacity stated above.

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT**

GRANTEE:

AUSTIN INDEPENDENT SCHOOL DISTRICT,
a Texas Independent School District

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on this _____ day of _____, 2019, by
_____, in the capacity stated above.

Notary Public, State of Texas

EXHIBIT "A"
EASEMENT TRACT

EXHIBIT "B"
GRANTEE'S PROPERTY

Legal Description of Property

18.9155 Acres

H. W. Cocke Survey No. 83, Abstract No. 196
16533.10
January 13, 2017

Page 1 of 3

STATE OF TEXAS §
 §
COUNTIES OF TRAVIS AND HAYS §

FIELDNOTE DESCRIPTION of a 18.9155 acre tract out of the H. W. Cocke Survey No. 83, Abstract No. 196 in Travis County, Texas and Abstract No. 127 in Hays County, Texas, being a portion of that 40.174 acre tract, conveyed to CalAtlantic Homes of Texas, Inc. in Document No. 2016-16001074 of the Official Public Records of Hays County, Texas, and as further described as Parcel "B", in the deed recorded in Document No. 2013002413 of the Official Public Records of Travis County, Texas; the said 18.9155 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found, on the westerly line of the said 40.174 acre tract, being the most northerly corner of Lot 24, Block "A", Avana, Phase Three, a subdivision recorded in Document No. 201400058 of the Official Public Records of Travis County Texas, same being on the easterly right-of-way line of Escarpment Boulevard (120.00' right-of-way) as dedicated in Avana, Phase One, Section Two, a subdivision recorded in Document No. 201500032 of the Official Public Records of Travis County, Texas;

THENCE, leaving the northerly line of said Lot 24, with the common westerly line of the said 40.174 acre tract and the easterly right-of-way line of Escarpment Boulevard, for the following two (2) courses:

- 1) With a curve to the left having a central angle of 09°56'34", a radius of 1060.00 feet, a long chord of 183.72 feet (chord bears N29°24'55"E), for an arc distance of 183.95 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of tangency;
- 2) N24°26'44"E, a distance of 187.95 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of curvature of a curve to the right, being the most westerly, southwest corner of Lot 44, Block A, Avana, Phase One, Section Three, a subdivision recorded in Document No. 201500059 of the Official Public Records of Travis County Texas, from which a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the common westerly line of said Lot 44 and the easterly right-of-way line of Escarpment Boulevard, bears N24°26'44"E, a distance of 192.70 feet;

THENCE, leaving the easterly right-of-way line of said Escarpment Boulevard, with common line between said Lot 44, Block A, and the aforesaid 40.174 acre tract, for the following six (6) courses:

- 1) With the said curve to the right having a central angle of $13^{\circ}37'26''$, a radius of 940.00 feet, a long chord of 222.99 feet (chord bears $N31^{\circ}15'17''E$), for an arc distance of 223.52 feet to a cotton gin spindle, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of tangency;
- 2) $N38^{\circ}04'10''E$, a distance of 357.00 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of curvature of a curve to the left;
- 3) With the said curve to the left having a central angle of $01^{\circ}46'26''$, a radius of 3485.00 feet, a long chord of 107.89 feet (chord bears $N37^{\circ}11'05''E$), for an arc distance of 107.90 feet to a cotton gin spindle, with plastic cap marked "Capital Surveying Co., Inc." found for the point of non-tangency, same being the most northerly corner of the herein described tract;
- 4) $S55^{\circ}01'00''E$, a distance of 345.98 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", 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 $64^{\circ}37'21''$, a radius of 162.50 feet, a long chord of 173.72 feet (chord bears $S22^{\circ}42'27''E$), for an arc distance of 183.28 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the point of tangency;
- 6) $S10^{\circ}48'24''W$, a distance of 630.50 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for a southerly corner of aforesaid Lot 44, Block A, from which a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the aforesaid common line between the 40.174 acre tract and Lot 44, bears $S88^{\circ}11'01''E$, a chord distance of 294.97 feet;

THENCE, leaving the southerly line of aforesaid Lot 44, Block A, across the said 40.174 acre tract, for the following three (3) courses:

- 1) $S30^{\circ}39'08''W$, a distance of 423.63 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set for corner;
- 2) $S56^{\circ}24'17''W$, a distance of 250.03 feet to a $\frac{1}{2}$ " iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set for corner;

18.9155 Acres

H. W. Cocke Survey No. 83, Abstract No. 196

16533.10

Page 3 of 3

January 13, 2017

- 3) N38°49'11"W, a distance of 677.42 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set on the curving westerly line of the aforesaid 40.174 acre tract, being an easterly line of aforesaid Lot 24, Block A, from which a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the aforesaid common line between the 40.174 acre tract and Lot 24, bears S38°56'42"W, a chord distance of 9.48 feet;

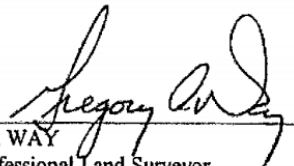
THENCE, along the common westerly line of the 40.174 acre tract and easterly line of said Lot 24, Block A, with a curve to the left a central angle of 04°19'06", a radius of 1060.00 feet, a long chord of 79.87 feet (chord bears N36°32'45"E), for an arc distance of 79.89 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 18.9155 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

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 13th day of January, 2017.




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

From: Susan R Hoover <shoover@fastmail.fm>
Sent: Friday, May 24, 2019 1:42 PM
To: Karen Hibpshman <info@circlecranch.info>
Subject: Re: Avana Lots

OK:

Avana 1-6 Block K Lot 9. Landscape, water quality and PUE. .5562 acres.

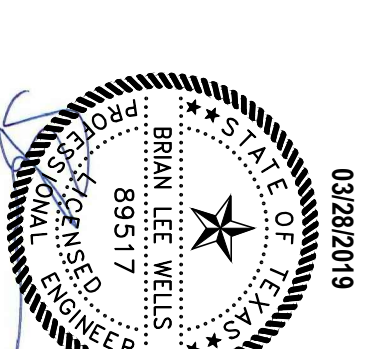
Mail Center Lot and open space, includes easements behind homes that are enclosed in the homeowners yard and under an easement agreement.

Mail Center Lot and open space. Improvements Include: Mail Center, rockwork in front of mail center in sidewalk side strip, wildflower area on open space. Maintenance: 3x per year, clean and weed rock area, mow/weedeat wildflower areas per wildflower schedule. Approximately .28 acres, \$325.00 per service, 3 services, \$975.00 plus State of Texas Sales Tax.

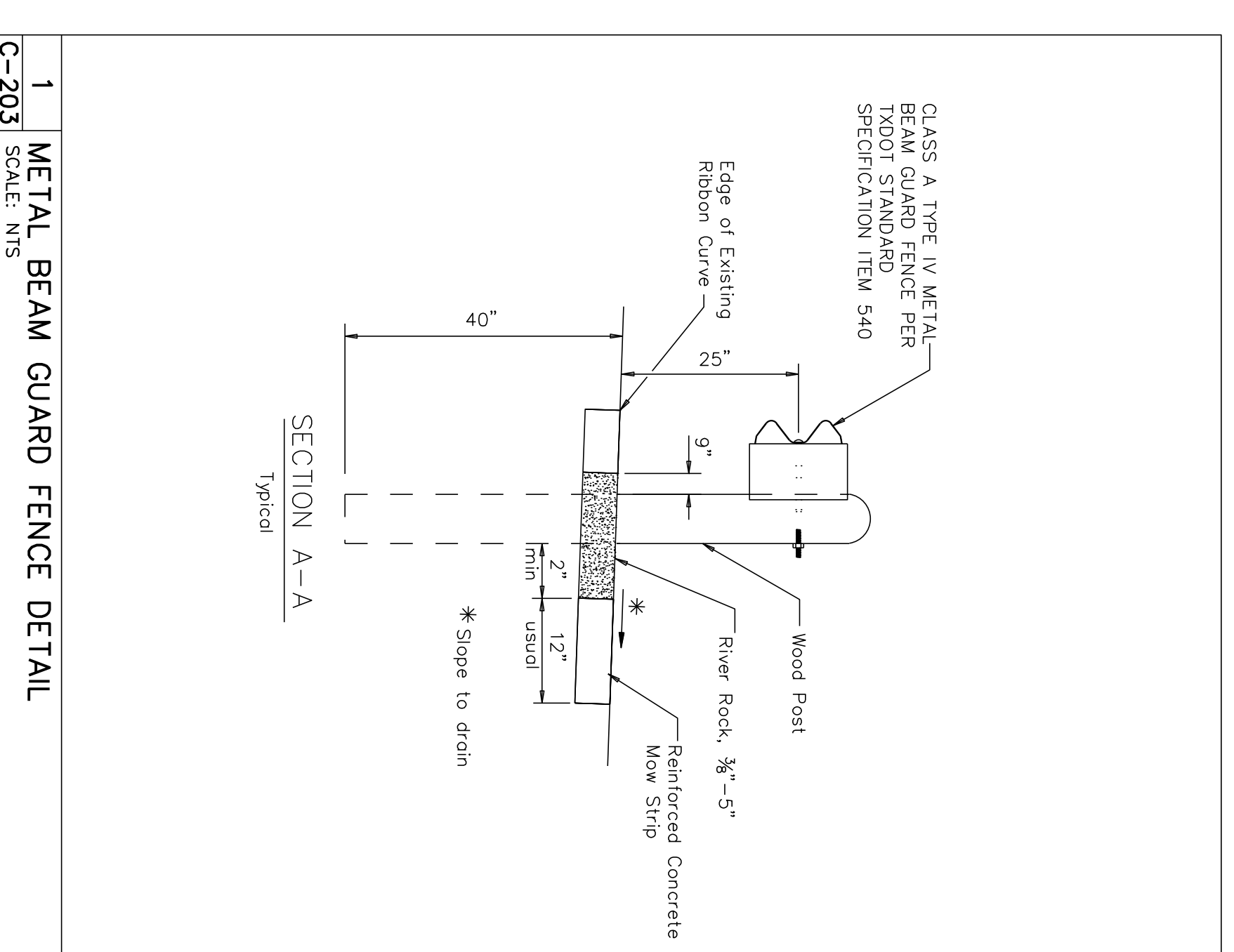
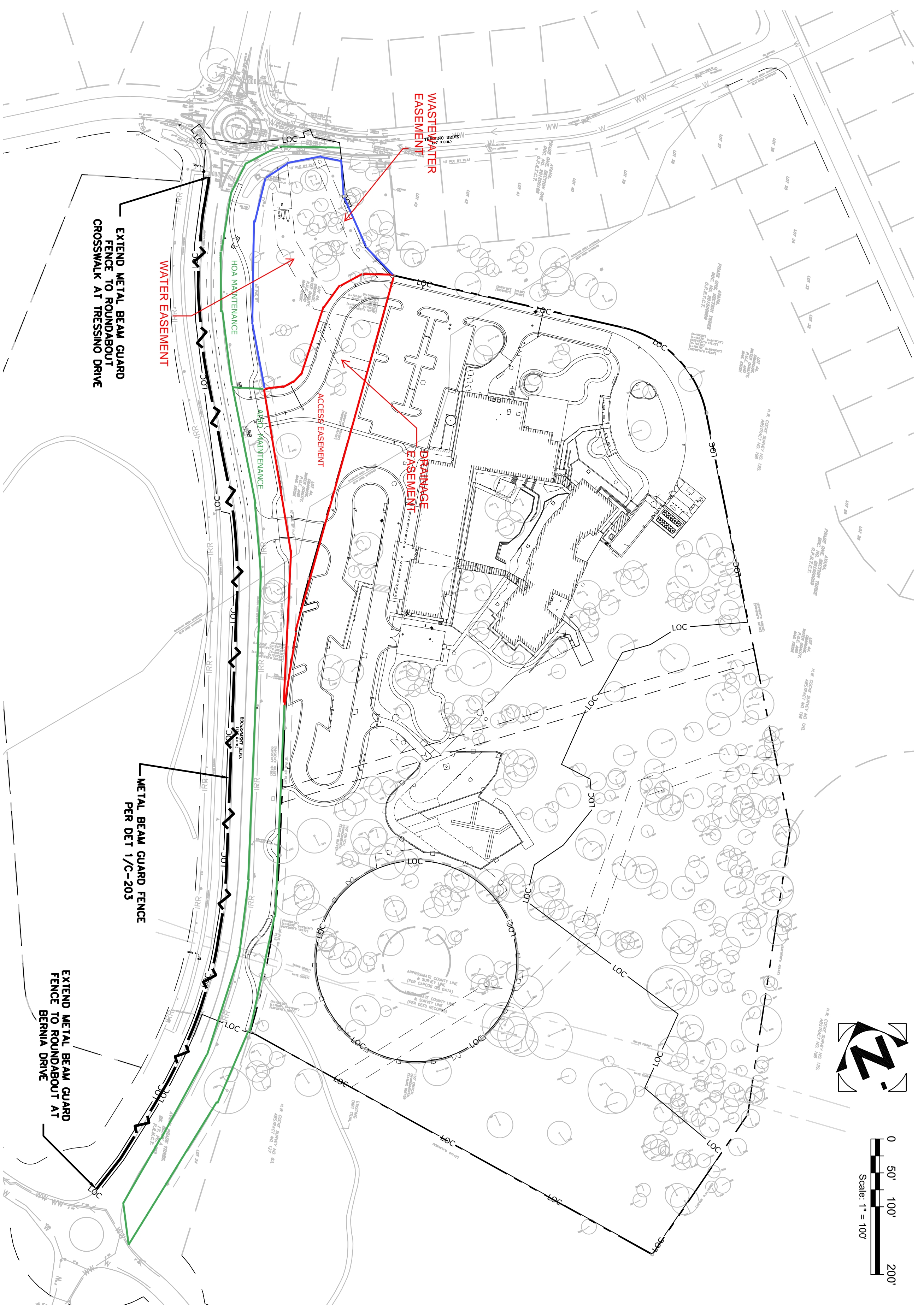
Homeowner easements require homeowners to maintain the easement in their enclosed backyard area.

1508 West 5th Street
 Austin, Texas 78703
 Suite 200
 512.476.7133
 Fax: 512.476.2624

**Barnes
 Gromatzky
 Kosarek
 Architects**



DESIGNED BY	Reviewed/Submitted
DRAWN BY	DATE



mwm
 Design Group

305 East Huntland Drive
 Suite 200
 Austin, Texas 78752
 p: 512.453.0767
 f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452
 TBE FIRM REGISTRATION NO.: F-1416
 TPLS FIRM REGISTRATION NO.: 110065600

PERMIT SET

**Austin
 Independent
 School District**

**New SW Elementary
 School**

SITE PLAN DETAILS

© 2018 Barnes Gromatzky Kosarek Architects
 JOB NO.: 1803
 DATE: MARCH 28, 2019
 RESERVED:

C-203

1. AISD will plant eight to ten shade trees along the northern edge of AISD's site, in the general locations indicated on the attached exhibit;
2. If installation of wastewater, electric, gas, GATTN or other utility lines requires removal of trees on Lot 44, or if any trees are removed incident to AISD construction, AISD will replace them "tree-for-tree" at a mutually agreeable location;
3. AISD will take over the ROW maintenance for the eastern side of Escarpment from the northern edge of the access easement to the southern boundary of the AISD site. Particulars of landscaping & other improvements for the area maintained by AISD will be decided by AISD and City. The HOA will continue to maintain the ROW for the eastern side of Escarpment north of the access easement and south of the AISD boundary (see attached exhibit);
4. AISD will install 4" diameter sleeve for irrigation piping in connection with AISD's installation of facilities across Escarpment at a location to be agreed by CCHOA and AISD and approved by the City of Austin. The HOA will be responsible for installing the piping for its irrigation system;
5. In the western ROW of Escarpment between Trissino and Bernia, AISD will install curbing as required by the City pursuant to site plan comment TR48 on May 7, 2019;
6. Designmaster fencing will be used around karst feature;
7. AISD has already designated parking and access on its site, and will inform and take reasonable efforts to enforce all personnel on the site to use designated parking and access ways;
8. AISD's construction hours will be 7am – 7pm Monday through Saturday (with exception of slab, which may be 24 hrs/day, 7 days per week);
9. The location of the GATTN lines, and the contact information for the representative handling the installation, will be provided to the HOA. Costs of restoration & repairs will be on the provider/installer of lines;
10. The location of the Texas Gas lines and easement will be developed and provided to the HOA. Typical maintenance and restoration obligations of the installer or AISD will be in the easement document.

2019 Approved Budget - Corrected

		5% increase	
		\$674.00	
2019 CCHOA INCOME BUDGET		2019 Approved Budget	
Category	Subcategory		
Homeowner Income	Homeowner Dues	\$3,527,000	4100
Homeowner Income	Resale Certificates	\$75,000	4400
Homeowner Income	Transfer Fees Income	\$100,000	4200
Homeowner Income	Late Fees Collected	\$20,000	4600
Homeowner Income	Lien Admin Fees Income	\$400	4650
Homeowner Income	Filing Fee Income	\$1,250	4700
Homeowner Income	NSF Charges	\$100	4550
Homeowner Income	Collection Fee Income	\$250	4625
Homeowner Income Total		\$3,724,000	
Architectural Review Income	Architectural Review Income	\$25,000	4300
Architectural Review Income Total		\$25,000	
Rental Income	Office Rent	\$8,300	4752
Rental Income	Grill Rent	\$6,300	4975
Rental Income Total		\$14,600	
	Group Swim Lessons	\$40,000	4841
	Private Swim Lessons	\$40,000	4842
	Classes/Clinics	\$8,000	4804
	Contracted Programs	\$0	4850
Aquatics Income	Pool Programs	\$88,000	
	Registration Fee's	\$16,000	4801
	Entry Fees	\$2,500	4807
	Memberships Due/Reg Fees	\$115,000	4805
	Swim Meet	\$10,000	4806
Aquatics Income	Pool Programs - Swim Team	\$143,500	
	Merchandise Sales	\$3,000	4900
	Uniform Sales	\$3,000	4901
	Guest Fees	\$10,000	4950

	ID Replacement Cards		\$1,000	4905
	Area Reservations		\$3,000	4951
	Facility Rentals		\$2,500	4952
	Lane Rentals		\$15,000	4953
Aquatics Income	Facility Income	\$37,500		
Aquatics Income Total		\$269,000		
CCCC Income	CCCC Facility rentals	\$50,000		4985
CCCC Income Total		\$50,000		
Landscape Reimbursements	Stratus Reimb	\$97,000		4775
Landscape Reimbursements	COA Reimb	\$17,600		4785
Landscape Reimbursements Total		\$114,600		
Miscellaneous	Interest Income	\$5,000		4500
Miscellaneous Total		\$5,000		
The Rowell HOA	The Rowell HOA	\$45,000		4997
Grand Total		\$4,247,200		
2019 CCHOA EXPENSE BUDGET		2019 Approved Budget		
Category	Subcategory			
	Common Area Landscaping		\$1,155,950	5550
	Swim Center Landscaping		\$30,318	5873
	Community Center Landscaping		\$30,318	7025
	Avana Swim Center Landscaping		\$21,500	6320
	GreyRock Landscaping		\$21,500	6420
	Common Area Holiday Lighting		\$43,075	5727
Commons Area Services	Landscape Maint Contract	\$1,302,661		
Common Area Services	2019 Land Additions	\$5,000		5555
Commons Area Services	Landscape Repairs	\$70,000		5650

Commons Area Services	Landscape Water Utilities	\$245,000	5970
Common Area Services	COA Water Utility Compliance	\$8,000	5975
Commons Area Services	Landscape Electric Utilities	\$36,000	5950
Common Area Services	Tree Care	\$25,000	5625
Commons Area Services	Fence Repairs & Maint	\$7,000	5690
Commons Area Services	Electrical Repairs & Maint	\$13,000	5695
Common Area Services	Neighborhood Maint & Repair	\$17,000	5825
Common Area Services	Non Contract Maintenance	\$15,000	5875
Commons Area Services Total		\$1,743,661	
	Office Supplies	\$30,000	6010
	Employee Education & Skills Enhancement	\$7,000	5877
	Staff Uniforms	\$8,500	6014
	Staff Recruitment & Hiring	\$1,500	5883
	Retail Merchandise	\$3,500	6015
	ARC Program Fees	\$7,500	6009
Aquatics Facilities	Administrative	\$58,000	
	Safety Equip & Supplies	\$10,000	5895
	Program Equip & Supplies	\$3,000	6008
	Pool Supplies	\$3,000	6007
Aquatics Facilities	Supplies - Pool	\$16,000	
	SC	\$39,000	5876
	CC	\$15,000	7050
	Avana	\$11,000	6310
	Greyrock	\$6,000	6410
Aquatics Facilities	Supplies - Chemicals	\$71,000	
	USA Swimming Registration	\$8,000	6250
	Coach Training	\$2,000	6245
	Supplies	\$3,000	6220
	Meet Expenses	\$0	6280
	Staff Meet Expenses	\$7,000	6282
	Home Swim Meet	\$5,000	6283
Aquatics Facilities	Supplies & Fees - Swim Team	\$25,000	
	SC - Equipment	\$37,000	6012
	CC - Equipment	\$18,000	7040
	Avana - Equipment	\$7,000	6345
	GR - Equipment	\$3,500	6445

		SC - Pool & Deck Coatings	\$4,000	5885
		CC - Pool & Deck Coatings	\$2,500	7055
		Avana - Pool & Deck Coatings	\$1,000	6370
		GR - Pool & Deck Coatings	\$400	6470
		SC - Vacuum	\$4,000	5894
		CC - Vacuum	\$800	7060
		Avana - Vacuum	\$600	6395
		GR - Vacuum	\$300	6495
		SC - Permits & Inspections	\$1,000	5897
		CC - Permits & Inspections	\$600	7062
		Avana- Permits & Inspections	\$400	6365
		GR- Permits & Inspections	\$400	6465
Aquatics Facilities	Maintenance - Pool		\$81,500	
		SC - Janitorial	\$9,000	5880
		CC - Janitorial	\$1,300	7070
		Avana - Janitorial	\$600	6355
		GR - Janitorial	\$700	6455
		SC - Fence	\$2,500	5882
		CC - Fence	\$900	7080
		Avana - Fence	\$600	6350
		GR - Fence	\$300	6450
		SC - Equip & Maint	\$5,500	5890
		CC - Equip & Maint	\$3,500	7090
		Avana - Equip & Maint	\$1,000	6340
		GR-Equip & Maint	\$700	6440
		SC - Supplies	\$3,000	5790
		CC - Supplies	\$1,500	7045
		Avana - Supplies	\$500	6375
		GR - Supplies	\$300	6475
		Playground	\$3,000	7150
		Café Building	\$2,500	5896
		Post Office Building	\$1,800	7155
		Swim Center Parking Lot & Dumpster	\$11,000	5874
		Avana Parking Lot & Dumpster	\$1,000	6360
		Greyrock - Parking Lot & Dumpster	\$800	6460
Aquatics Facilities	Maintenance - Building		\$52,000	
		Aquatics Director	\$78,000	6027

		Lifeguards		\$390,000	6021
		Front Desk		\$60,000	6022
		Aquatics Administration		\$78,000	6023
		Payroll Taxes		\$46,000	5865-5868
Aquatics Facilities	Payroll - Staff		\$652,000		
		Contract Labor		\$0	6004
		Private Lesson Instructor		\$10,000	6019
		Group Lesson Instructor		\$12,000	6020
		Program Instructor		\$10,000	6017
		Lead Instructors		\$5,000	6018
		Payroll Taxes		\$4,000	7065
Aquatics Facilities	Payroll - Programming Staff		\$41,000		
		Head Coach		\$69,825	6261
		Asst. Coaches		\$40,000	6262
		Dry Land Coach		\$6,000	6263
		Payroll Taxes		\$6,000	6270
Aquatics Facilities	Payroll - Swim Team		\$121,825		
Aquatics Facilities	SC - Utilities - Water		\$30,000		5870
		Avana - Utilities - Water		\$4,500	6380
		GR - Utilities - Water		\$4,500	6480
Aquatics Facilities	SC - Utilities - Electric		\$28,000		5871
		Avana - Utilities - Electric		\$12,000	6385
		GR - Utilities - Electric		\$6,000	6485
Aquatics Facilities	Utilities - Natural Gas		\$32,000		5869
Aquatics Facilities	SC - Utilities - Telephone/Internet/Cameras		\$11,000		5872
		Avana - Utilities- Telephone/Internet/Cameras		\$4,000	6390
		GR - Utililites - Telephone/Internet/Cameras		\$4,000	6490
Aquatic Facilities Total			\$1,254,325		
Circle C Community Center	Utilities - Water		\$35,000		7010
Circle C Community Center	Utilities - Electric		\$20,000		7015
Circle C Community Center	Utilities - Telephone/Internet		\$9,600		7020
Circle C Community Center	Events Payroll		\$6,000		5033
Circle C Community Center	Furniture		\$2,000		7110
		Janitorial		\$13,000	7125
		Supplies		\$5,000	7130
		Parking Lot & Dumpster		\$6,000	7135

		Equip & Maint		\$12,000	7145
		Contract Services		\$2,000	7160
		Permit & Inspections		\$1,500	5889
Circle C Community Center	Maintenance - Building		\$39,500		
Circle C Community Ctr Total			\$112,100		
Maintenance Operations	Office Supplies			\$1,600	7210
Maintenance Operations	Employee Education			\$1,200	7220
Maintenance Operations	Uniforms			\$1,800	7230
Maintenance Operations	Staff Recruitment-Hiring			\$300	7240
Maintenance Operations	Safety Equip & Supplies			\$900	7250
Maintenance Operations	Maintenance Payroll			\$175,000	5035
Maintenance Operations	Pool Tech			\$69,000	6024
Maintenance Operations	Maintenance Payroll Taxes			\$15,000	5864
Maintenance Operations	Computers/Software			\$1,000	7260
Maintenance Operations	Tools/Supplies			\$5,000	7270
Maintenance Operations	Office Furniture			\$500	7280
Maintenance Operations Total			\$271,300		
HOA Operations	Office Supplies		\$9,000		5800
HOA Operations	Equip/Maintenance		\$14,000		
		Computers, Software & Service		\$9,000	5775
		Cameras		\$4,000	5776
		Furniture		\$1,000	5777
HOA Operations	HOA Owned vehicles		\$7,000		
		Maintenance/Registration		\$2,000	5765
		Gas		\$5,000	5770
HOA Operations	Postage		\$16,000		5850
HOA Operations	Web Operations		\$3,000		5750
HOA Operations	Printing		\$2,000		5200
HOA Operations	HOA Meetings		\$6,000		5400
HOA Operations	Deed Restrictions		\$5,000		5075
HOA Operations	HOA Special Events		\$30,000		5100
HOA Operations Total			\$92,000		
Financial Management	Management Services		\$105,000		5700
Financial Management	Resale Certificate		\$15,000		5710

Financial Management	Lien Filing Administrative Fees	\$500		5350
Financial Management	Bank Fees/Credit Card Fees	\$30,000		5050-5051
Financial Management	CPA/Audit	\$8,000		5000
Financial Management Total		\$158,500		
HOA Management	Management Payroll	\$205,000		5030
HOA Management	Management Payroll Taxes	\$15,000		5040
HOA Management	Mileage Reimbursement	\$6,000		6026
HOA Management	Health Insurance	\$36,000		5506
HOA Management	Cont Ed & Skills Enhancement	\$2,000		5760
HOA Management	Consulting Contract			5590
HOA Management Total		\$264,000		
Architectural Review Expenses	Architectural Review Expenses	\$15,000		5450
Architectural Review Expenses Total		\$15,000		
Legal Services	Legal Services	\$20,000		5600
Legal Services Total		\$20,000		
Taxes	Property	\$6,500		5920
Taxes	Other	\$0		
Taxes Total		\$6,500		
Insurance	General, Property, Boiler & Auto, Umbrella	\$65,000		5500
Insurance	HOA Owned Vehicles	\$5,000		5502
Insurance	D & O Insurance	\$12,000		5501
Insurance	Worker's Comp	\$14,000		5505
Insurance Total		\$96,000		
Community Enhancement	Donations	\$1,000		5300
Community Enhancement	Association Memberships	\$2,000		5726
Community Enhancement Total		\$3,000		
<u>Capital Budget Projects</u>				
	Lounge Chairs (SC Replacements)	\$5,000		8075
	Irrigation Infrastructure	\$25,000		8076

Bed Upgrades
 Slaughter Tree Pruning
 Rock Work
 Replace Light Pole - CC Pool
 Dalhgreen/La Crosse Median
 Pool Covers
 Picnic Table/Benches - SC
 SC Pool filter sand change
 SC Parking Lot Repairs
 SC Wade Pool Repairs
 Avana - Restaining
 CC - Replace final handrail
 Picnic Table/Benches - Wildflower Park
 Monument
 Escarpment Project
 Construction Repairs
Total Cap Projects

Grand Total

Difference

KEY:

\$15,000		8077
\$30,000		8078
\$30,000		8079
\$6,500		8080
\$8,400		8081
\$2,400		8082
\$6,500		8083
\$4,900		8084
\$150,000		8085
\$270,000		8086
\$25,000		8087
\$578,700		
\$4,615,086		
-\$367,886		
pale olive green feeds into		
light blue which feeds into		
green which feeds into		
orange		

Article II, Section 2 – Voting Membership

Class A. Class A member shall be all those Members described in Section 1, with the exception of Declarant until its membership is converted to Class A membership as described below. Class A members shall be entitled to one vote for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties owned by each such member as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, by in no event shall more than one vote be cast with respect to each one hundred dollars (\$100.00), or fraction thereof, of value of the part of The Properties in which such members own undivided interests.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each vote held by Class A members, PROVIDED, HOWEVER, that from and after the earlier of (i) the date upon which 75% of the Lots have been sold by Declarant, or (ii) December 31, 2002, the Class B membership shall cease and be converted to Class A membership, and shall be entitled to only one vote for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties owned by it as assessed by Travis County Appraisal District for ad valorem tax purposes for the preceding year.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDE that the primary term of such ground lease is for a period of not less than forty (40) years.

Class A. Class A member shall be all those Members described in Section 1, with the exception of owners of Development Lots, who shall be entitled to .25 (1/4) vote per Development Lot. Class A member shall be entitled to one vote for each Lot owned. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall the number of owners increase the number of votes to which the Lot is entitled.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDED that the primary term of such ground lease is for a period of not less than forth (40) years.

Article III, Section 3 – Annual Assessment

Each owner of any part of The Properties shall pay to the Association an annual assessment of \$0.25 for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties so owned, as assessed by the Travis County Appraisal District for ad valorem tax-purposes for the preceding year. The rate of annual assessment may be increased y vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after

consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, and the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by the VA or FHA the maximum annual assessment per Lot for 1988 shall be \$275.00, and in succeeding years shall not be more than 105% of the assessment for the preceding year.

Each owner of any part of The Properties shall pay to the Association an annual assessment. The Assessment shall be levied on a uniform basis against each Lot (except for Development Lots, as provided below) within The Property, and shall be for the purpose of promoting recreation, health, safety, and welfare of the residents of The Property and for the improvement and maintenance of the Common Area. Developer Lots, that is, lots that do not have a completed residence and area owned by the Lot developer will pay a reduced assessment of 25% of the Annual assessment amount for each lot. The Board of Directors of the Association shall, after consideration of the current maintenance costs and future needs of the Association, levy the assessment. The Assessment shall not be more than 105% of the assessment for the preceding year. For each year the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as defined above) exist at the end of the fiscal year, reduce the next total annual assessment by an amount at least equal to said excess surplus and in succeeding years shall not be more than 105% of the assessment for the assessment for the preceding year. The board shall reduce the annual assessment by the amount that the funds collected exceed the amount expended or obligated for maintenance and minor capital improvements. Large capital improvements projects shall be presented to the members for approval and special assessment.

Article 5, Section 3, k – Trash

Trash or garbage containers shall only be permitted to be placed outside a maximum of two times each week for 12 hours. The Association shall have the right to contract for garbage collection and bill each Owner monthly for such service. No Lot shall be used or maintained as a dumping ground for trash

Trash, recycling, compost, yard trimmings and garbage containers shall only be permitted to be placed at the curb the beginning of the calendar day preceding pickup day and must be brought in by the end of the calendar day after pick-up day. Refuse, garbage, recycling, compost and trash shall be kept at all time in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. To the extent allowed by applicable law, the Association shall have the right to contract for garbage collection and bill each Owner monthly for such service. No Lot shall be used or maintained as a dumping ground for trash. Biannual Large item disposal items may be placed at the curb within the time frames specified by the City of Austin.

Article 5, Section 1 – Single Family Residential Construction

No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling used for residential purposes only and not to exceed two and one-half (2 ½) stories.

Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modifications being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term “residential purposes” shall be constructed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, apartment houses, rooming houses, hostels, or communes; and no Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Lot within said Subdivision.

No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling used for residential purposes only and not to exceed two and one-half (2 ½) stories. As used herein, the term “residential purposes” means use primarily as a place of abode. Except hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. No mobile homes or trailers shall be placed on a Lot. No building of any kind or character shall be moved onto any Lot without the advanced written permission of the Architectural Control Committee.

Article 5, Section 3, b – Use Limitations

No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on in The Properties or any part thereof, or in any building or other structure erected thereon, save and except sales and construction management offices with the prior written approval of the Architectural Control Committee and compliance with applicable zoning ordinances.

Professional, business, or commercial activities to which the general public is invited shall not be conducted on any Lot. An Owner or resident may conduct business activities on a Lot provided: (1) the use is incidental to the primary use of the Lot as a residence: (2) the use conforms to applicable governmental ordinances: (3) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from neighboring Lots: (4) the business does not generate a level of vehicular or pedestrian traffic, or a number of vehicles parked in The Properties, which is noticeably greater than is typical or residences in which no business activity is being conducted, such determination to be made by the Board in its sole discretion: (5) the business activity is consistent with the residential character of The Properties: and (6) the use does not constitute a nuisance, or unreasonably interfere with the use and enjoyment of neighboring lots by other residents.

Article 5m Section 3, m – Recreational Equipment

No recreational equipment, including but not limited to swing sets, skate board or bicycle ramps, or basketball nets, shall be permitted in the front yard of any residential structure.

No permanent recreational equipment, including by not limited to swing sets, skate board or bicycle ramps shall be permitted in the front yard of any residential structure. Portable recreational equipment is allowed in the front yard but must be removed from the front yard at the end of each day of use (i.e., stored in garage, or otherwise stored in compliance with this Declaration), kept out of the street Right-of-Way and kept in good condition. No basketball goals shall be attached to the front of the residence. Permanent basketball goals require Architectural Control Committee approval and must meet the guidelines set by the Committee

Article VIII – Miscellaneous Provisions

Section 2. Amendment

- a. By Members This Declaration may be amended or terminated by sixty seven percent (67%) of the total eligible votes of the membership*
- b. B. By Directors. This Declaration may be amended by the Board of Directors, without consent of the membership, as necessary to conform the Declaration to the requirements or provisions of any United States or Texas statute or regulation, City of Austin or Travis County Ordinance, or judicial ruling of a Texas Court or federal court with jurisdiction over legal actions in Texas.*
- c. C. Effective Date. An amendment or termination of the Declaration becomes effective when the instrument is filed in the Office of Public Records of Travis County, Texas*