

CCHOA Board Meeting Agenda
29 January 2020, 6:30pm
Circle C Community Center

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of December 4, 2019 board meeting minutes *Russ Hodes*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Nov/Dec YTD Financials
 - b. Landscape Report, *Karen Hibpshman*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Escarpment Loop
 - b. Monument
- VII. Action Items
 - a. CC&R Amendments
 - b. AISD Gas Line Easement Agreement
 - c. Nomination Committee
 - d. Elections Oversight Committee
 - e. Privacy Policy
 - f. Social Media Policy
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. Hearing

Attachments

- 1. Nov 2019 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. AISD Gas Line Easement Agreement

Circle C Homeowners Association
Board Meeting Minutes
December 4, 2019

1. The CCHOA Board of Directors convened on December 4, 2019 at the Circle C Community Center. Kim Ackermann called the meeting to order at 6:30 p.m. In attendance were board members Kim Ackermann, Russ Hodes, Jason Bram, Steve Urban and Michael Chu. Natalie Placer-McClure arrived at 6:50pm. AE Martin was not present. CCHOA Manager Karen Hibpsman was in attendance. Marnie McLeod, Assistant Manager was in attendance. Brody McKinley, Aquatics Director was present. Robert Bardeleben, Facilities Coordinator was present. Clayton Hoover from Circle C Landscape was not present.
2. Kim asked if there were any changes to the agenda. Karen asked that the Land Development Code and the Corridor Project be added to Discussion Items. Michael motioned to accept the agenda with the changes. Steve seconded the motion. All were in favor and the motion passed.
3. Kim presented the October 29, 2019 board meeting minutes. Russ motioned to accept the minutes as written. Jason seconded the motion. All were in favor and the motion passed.
4. Kim introduced the Homeowner Forum. No Homeowners present for the Forum.
5. Karen presented the management report and the YTD Financials.
6. Karen presented the landscaping report.
7. Brody presented the aquatics report.
8. Robert presented the maintenance report
9. The first discussion item was the Escarpment Loop project. Karen suggested that the board have a work session in January to fully review all the bids received. All were in favor and the work session is scheduled for January 22nd at 6:00 pm.
10. The second discussion item was the Draft Privacy Policy. The question was asked about the GDPR (General Data Protection Regulation) and if this would apply to the CCHOA website. Also, does the website need Terms & Conditions? These will be questions posed to the attorney for clarification along with reviewing the draft Privacy Policy.
11. The third discussion item was the Social Media Policy. The board will review and make changes where needed.
12. The fourth discussion item was the Corridor Project and the Land Development Code. Susan Hoover updated the board on the conversations with City Staff and meetings Karen has attended concerning the proposed Land Development Code. A letter will be sent to the Mayor, all Council Members and City Staff with corrections and clarification requests. Resident Tyler Gatewood expressed his concern over the HOA taking a stance on the zoning. Susan explained that we are working to make sure that the homes in Circle C are zoned the SF2 equivalent, that the parks/amenity centers are given the correct zoning and any zoning errors are corrected.

13. The first action item was changing the board meeting date. Steve motioned to change the board meeting date to the last Wednesday of the month at 6:30 pm. Natalie seconded the motion. All were in favor and the motion passed.
14. The second action item was funding for Slaughter Lane repairs. Michael motioned to table. Natalie seconded the motion. All were in favor and the motion passed.
15. The third action item was the 2020 Draft Budget. Russ motion to adopted the 2020 Draft Budget with the proposed assessment increase to \$706.00. Michael seconded the motion. All were in favor and the motion passed.
16. The fourth action item was the ACC Committee Guidelines. Jason motioned to table. Russ seconded the motion. All were in favor and the motion passed.
17. The fifth action item was the Common Area/Maintenance Guidelines. Michael motioned to approve the Common Area/Maintenance Guidelines. Natalie seconded the motion. All were in favor and the motion passed.
18. The sixth action item was the CC&R Amendments. Natalie motioned to table. Steve seconded the motion. All were in favor and the motion passed.
19. The seventh action item was the Circle C Café Lease. Jason motioned to approve the Circle C Café Lease for one year. Michael seconded the motion. All were in favor and the motion passed.
20. The eighth action item was the Circle C Landscaping Office Lease for 5919 La Crosse Ave. Jason motioned to approve the Circle C Landscaping Office Lease for 5919 La Crosse Ave. Michael seconded the motion. All were in favor and the motion passed.
21. The ninth action item was the Circle C Landscaping Office Lease for 7817 La Crosse Ave. Jason motion to approve the Circle C Landscaping Office Lease for 7817 La Crosse Ave with a 5% increase. Russ seconded the motion. All were in favor and the motion passed.
22. The tenth action item was the Architectural Review Services Contract. Steve motioned to approve the Architectural Review Services Contract. Jason seconded the motion. All were in favor and the motion passed.
23. The eleventh action item was the Acceptance of Lot 37, Blk A, Tract 8A & Lot 38, Blk A, Tract 8A. Jason motioned to accept Lot 37, Blk A, Tract 8A & Lot 38, Blk A, Tract 8A. Russ seconded the motion. All were in favor and the motion passed.
24. Steve motioned to adjourn the Public Meeting at 7:54pm. Jason seconded the motion. All were in favor and the motion passed.
25. The Board went into executive session at 7:50 pm to discuss HR (Staff Salaries) and Election Processes. No votes or actions were taken. The Board adjourned the executive session at 8:40 pm.
26. The twelfth action item was to hire an independent counsel to review our election processes and recommended practices and cap the cost at \$3,500. Natalie motioned to hire an independent counsel to review our election processes and recommended best practices. Michael seconded the motion. All were in favor and the motion passed.

27. Steve motioned to adjourn the Public Meeting at 8:41 pm. Jason seconded the motion. All were in favor and the motion passed.

**Circle C Homeowners Association
Manager's Report
November 27, 2019 – January 24, 2020**

Violation Report (Nov 27th, 2019 – Jan 24th, 2020)

355 Violations

- 145 (41%) Rubbish and Debris
- 114 (32%) Front Yard Maintenance
- 7 (2%) Architectural
- 5 (1%) Vehicle Storage
- 35 (10%) Repair of Exterior Damages
- 2 (1%) Exterior Lighting
- 31 (9%) Driveway
- 2 (1%) Recreational Equipment
- 9 (3%) Fencing
- 4 (1%) Maintenance
- 1 (1%) Abutting Landscape Areas

355 Violations by Stage

- 1 (%) stage hold
- 254 (74%) stage 1/cooperative letters
- 76 (21.4%) stage 2 letters
- 6.7 (2%) stage 3 letters

335 Violation Updates/Creates

- 192 (54%) Closed
- 110 (31%) New
- 47 (13%) Escalated
- 6 (2%) Re-Opened
- 2 (1%) Attorney

Administration

50 New Homeowner Packets mailed November 27th – January 24th

Financial

AP checks were signed December 20th & January 20th with Terri Giles

Upcoming Special Events

February 5th – Candidate Forum

February 26th – Board Meeting
 March 3rd – Voting Location
 March 4th – Annual Meeting
 March 13th – 1st Food Trailer Night of 2020

Project/Updates

- The Escarpment Landscaping/Irrigation Bids. The Board held a work session to review the bids received.
- The 2nd semi-annual billing for Rowell was received for \$26,184.40.
- Working with the contractors to resolve the issues concerning construction noise, mud and rocks being left in the street.
- Susan and Karen met with Council Member Paige Ellis, Julia Montgomery and Brett Lloyd. Lucy Patterson was brought in via phone. Susan and I addressed the corrections that were needed on the proposed New Land Development Code which are the following.
 - The majority of Avana is shown at IRR and it should be R2A
 - The last section in GreyRock has been left off of the zoning map.
 - The Amenity Centers need to have consistent zoning
 - There are a couple of areas along Escarpment that are showing R4A but R4A is designed for lots that face a public transportation corridor.
- Holiday Parties
- 4185 email address for collected for online voting.

• **Capital Projects**

202019 Capital Budget Projects include:

Swim Center - Furniture	Not Started
Landscaping – Irrigation Infrastructure	Continuing Project
Landscaping – Rock Work	Continuing Project
Pool Covers	Ordered
SC wade Pool Repairs (slide)	Started
CC Splash Pad	Not Started
Picnic Table/Benches – Wildflower Park	Not Started
Trash Receptacles	Not Started
Park Place Renovation	Not Started
Avana – Beach Entry Repair	Completed

HVAC Coin Repair	Started
SC Replacement Benches	Started
CC Seal Coat/Repair	Not Started
Escarpment Project	Not Started
Valve to valve Upgrade	Not Started
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

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

Financial Management	CPA/Audit	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,700.00	\$0.00	\$7,700.00	96%
Financial Management Total		\$158,500	\$11,541.02	\$9,530.70	\$15,821.76	\$15,969.31	\$16,151.56	\$16,043.54	\$13,648.74	\$18,514.07	\$16,944.01	\$14,941.90	\$21,456.24	\$14,452.86	\$185,015.71	117%	
HOA Management	Management Payroll	\$205,000	\$9,585.36	\$10,611.88	\$9,696.84	\$12,304.65	\$18,921.39	\$12,614.26	\$12,614.26	\$12,614.26	\$12,614.26	\$18,921.39	\$9,760.40	\$16,261.19	\$156,520.14	76%	
HOA Management	Management Payroll Taxes	\$15,000	\$825.31	\$913.63	\$810.62	\$1,020.62	\$1,643.63	\$1,366.39	\$1,421.81	\$1,322.70	\$767.14	\$1,564.22	\$776.49	\$1,332.05	\$13,764.61	92%	
HOA Management	Mileage Reimbursement	\$6,000	\$305.66	\$511.56	\$276.08	\$280.55	\$258.68	\$158.92	\$862.97	\$624.08	\$284.78	\$370.62	\$222.72	\$128.18	\$4,284.80	71%	
HOA Management	Insurance Stipend	\$36,000	\$4,005.52	\$3,771.88	\$3,771.88	\$2,678.12	\$4,476.13	\$4,171.88	\$4,171.88	\$4,171.88	\$4,171.88	\$3,455.81	\$4,318.76	\$3,225.00	\$46,390.62	129%	
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	5%	
HOA Management Total		\$264,000	\$14,761.85	\$15,808.95	\$14,555.42	\$16,333.94	\$25,299.83	\$18,311.45	\$19,070.92	\$18,732.92	\$17,838.06	\$24,312.04	\$15,078.37	\$20,946.42	\$221,050.17	84%	
Architectural Review Expenses	Architectural Review Expenses	\$15,000	\$2,362.50	\$2,790.75	\$2,506.75	\$3,625.50	\$3,462.00	\$891.25	\$441.25	\$735.00	\$357.00	\$501.75	\$1,567.50	\$555.25	\$19,796.50	132%	
Architectural Review Expenses Total		\$15,000	\$2,362.50	\$2,790.75	\$2,506.75	\$3,625.50	\$3,462.00	\$891.25	\$441.25	\$735.00	\$357.00	\$501.75	\$1,567.50	\$555.25	\$19,796.50	132%	
Legal Services	Legal Services	\$20,000	\$809.41	\$2,080.00	\$1,818.17	\$1,826.50	\$601.16	\$3,542.21	\$915.92	\$173.59	\$390.90	-\$255.00	\$2,110.40	\$761.00	\$14,774.26	74%	
Legal Services Total		\$20,000	\$809.41	\$2,080.00	\$1,818.17	\$1,826.50	\$601.16	\$3,542.21	\$915.92	\$173.59	\$390.90	-\$225.00	\$2,110.40	\$761.00	\$14,804.26	74%	
Taxes	Property	\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,808.35	\$1,064.41	\$3,872.76	60%
Taxes Total		\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,808.35	\$1,064.41	\$3,872.76	60%
Insurance	General, Property, Boiler & Auto	\$65,000	\$5,993.74	\$5,993.74	\$5,993.73	\$5,993.72	\$5,993.91	\$5,993.70	\$0.00	\$6,470.92	\$6,466.91	\$6,466.92	\$6,466.92	\$6,466.92	\$68,301.13	105%	
Insurance	Auto	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$10,853.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,853.00	90%	
Insurance	Worker's Comp	\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$14,106.23	\$17,551.00	\$5,047.00	\$4,078.00	\$0.00	\$0.00	\$12,569.77	90%	
Insurance Total		\$96,000	\$5,993.74	\$5,993.74	\$5,993.73	\$5,993.72	\$5,993.91	-\$8,112.53	\$28,404.00	\$11,517.92	\$10,544.91	\$6,466.92	\$6,466.92	\$6,466.92	\$91,723.90	96%	
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$0.00	\$320.00	32%	
Community Enhancement	Association Memberships	\$2,000	\$50.00	\$2,073.00	\$219.72	\$0.00	\$509.00	\$0.00	\$0.00	-\$35.00	\$90.85	\$0.00	\$310.00	\$0.00	\$3,217.57	161%	
Community Enhancement Total		\$3,000	\$0.00	\$2,073.00	\$219.72	\$0.00	\$509.00	\$0.00	\$0.00	-\$35.00	\$90.85	\$320.00	\$310.00	\$0.00	\$3,487.57	116%	
Grand Total		\$4,036,386	\$248,350	\$257,034	\$260,172	\$285,779	\$363,851	\$349,992	\$395,057	\$401,004	\$333,625	\$339,629	\$330,070	\$301,845	\$3,624,008	90%	

2016 Capital Budget Projects

YTD

Lounge Chairs (SC Replacements)	\$5,000	\$7,941.00
Irrigation Infrastructure	\$25,000	\$24,990.63
Rock Work	\$30,000	\$30,001.49
Slaughter Tree Pruning	\$30,000	\$15,750.00
Dahlgreen/LaCrosse Med	\$15,000	\$30,000.00
Pool Covers	\$6,500	\$6,375.13
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	\$3,125.00
Escarpment Project	\$270,000	\$27,775.20
Construction Repairs	\$25,000	\$25,126.40
Road Bore	\$0	\$2,900.00
CCCC AC Replacement	\$0	\$8,700.00
Total	\$578,700	\$203,050.19

Total Capital Budget Projects **\$578,700.00** **\$203,050.19**

Grand Total Expenses **\$4,615,086.00**

Circle C Landscape
January 2020

Weather

General: Unseasonably warm and no freezes
Rainfall Total: limited rain, but better in the last two weeks
Temperature: 40-upper 60s and 70s
Major Events: non major events

Maintenance Services

General: Perennial bed trimming in all locations, weeding throughout
Holiday lights taken down and stored
Treatments: Ant treatment as beds are trimmed and in key locations
Spot treatment of clover

Outlying Areas

General: CCCC Filter Pond, mowed & cleaned
Outlying Areas: checked and maintained

Irrigation

General: Irrigation is off in most locations
Controllers have been turned off

Construction:

Construction Damage and Projects

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

Construction mostly complete at Slaughter /Escarment area

Slaughter at Beckett to MoPac: No water in this area

LaCrosse at Mopac: Continued construction and median damage

Avana: Continued construction of elementary school
Utility construction for school is beginning

Greyrock: Assisted living and daycare under construction
Commons areas are affected

Upcoming:

Continued Trimming
Weed Treatment
Pre-emergent Treatment

Circle C Aquatics

**November 2019
December 2019**

Winter Hours Oct 14-Dec18

Facility Usage - Nov	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	658	21	679
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	658	21	679

Facility Usage - Dec	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	519	16	535
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	519	16	535

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,406	17,571	3.25
Renters	412	1,586	3.85
Totals	5,818	19,157	3.29

Revenue - Nov

Programs	\$ 5,220
Swim Team	\$ 14,691
Guest Fees	\$ 192
Area Reservations	\$ 0
Facility Rentals	\$ 0
Lane Rentals	\$ 10,813

Program Enrollment - Nov

Select Swim Team	82
Masters	11
Group Swim Lessons	0
Private Swim Lessons	2
Water Aerobics	0
Lifeguard Certification	0
Water Safety Instructor	0
Scout Swim Tests	0

Revenue - Dec

Programs	\$ 957
Swim Team	\$ 10,480
Guest Fees	\$ 49
Area Reservations	\$ 0
Facility Rentals	\$ 0
Lane Rentals	\$ 4,100

Program Enrollment - Dec

Select Swim Team	70
Masters	10
Group Swim Lessons	0
Private Swim Lessons	2
Water Aerobics	0
Lifeguard Certification	0

<i>Water Safety Instructor</i>	0
<i>Scout Swim Tests</i>	0

Private Rentals - Nov/Dec

<i>Swim Center</i>	0
<i>Community Center</i>	0
<i>Avaña</i>	0
<i>Greyrock</i>	0
Totals	0

Area Reservations - Nov/Dec

<i>Swim Center</i>	0
<i>Community Center</i>	0
<i>Avaña</i>	0
<i>Greyrock</i>	0
Totals	0

Special Events Nov/Dec

<i>Lane Rentals</i>	Austin Water Polo, Austin AISD (Bowie, Crockett)
<i>Food Trailer Night</i>	
<i>Dive-In Movie</i>	

Nov/Dec 2019

Incidents	SC	CC	AV	GR	All
<i>Water Rescues</i>	0	0	0	0	0
<i>Injuries</i>	0	0	0	0	0
<i>Sudden Illness</i>	0	0	0	0	0
<i>Patron Behavior</i>	0	0	0	0	0
<i>Suspension / Expulsion</i>	0	0	0	0	0
<i>EMS / 911 Callout</i>	0	0	0	0	0
<i>Break-In / Vandalism</i>	0	0	0	0	0
Total Incidents	0	0	0	0	0

2019 Total

Incidents	SC	CC	AV	GR	All
<i>Water Rescues</i>	13	1	2	1	17
<i>Injuries</i>	24	6	3	0	33
<i>Sudden Illness</i>	2	1	0	0	3
<i>Patron Behavior</i>	5	2	0	0	7
<i>Suspension / Expulsion</i>	1	0	0	0	1
<i>EMS / 911 Callout</i>	4	0	0	0	4
<i>Break-In / Vandalism</i>	1	0	0	0	1
Total Incidents	44	10	5	1	60

Circle C HOA
Maintenance Report for Board January 2020
Prepared by Robert Bardeleben -Facilities Director

We are in the middle of off-season repairs and updates at all facilities. Capital projects are underway as well.

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Two pole light light bulbs and ballasts have been replaced

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- We had another main water line leak at a tee. We dug up the pipe and had a plumber 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
- All street signs on major roads have been cleaned.
- Black street sign poles have been touched up or repainted
-

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- Update on Avana pool leak. Leak has been found. Big leak was in on of the light niches. Poolscares, the original pool builder, had the pool drained, they repaired the light niche, cut out all of the cracks on the bottom of the pool and repaired cracks, they sealed the skimmer throats that were leaking, we had the beach entry repaired. We still have a leak in the pool and we are letting the water go out and we will see where it stops in order to locate leak. My feeling is that the light niche is still leaking or there is another spot that was not found by the leak detection company.

GREY ROCK AMENITIES CENTER

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

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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*

PRIVATE EASEMENT FOR GAS LINE UTILITIES

Date: _____ 202019

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: 4000 S. IH 35 Frontage Road
Austin, TX- 78704

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 0.6608 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 pipeline(s) and/or service line(s), and related appurtenances and equipment for the distribution of natural gas 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 items one (1) through nine (9) of the Memorandum of Understanding ("MOU") between the parties dated September 9, 2019. 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, GRANTOR'S PROPERTY, 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.

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
GAS LINE 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 _____,
2020~~19~~, by _____, in the capacity stated above.

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
ACCESS-GAS LINE 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 _____, 202019, by _____, in the capacity stated above.

Notary Public, State of Texas

EXHIBIT "A"
EASEMENT TRACT

EXHIBIT "A"

PROPOSED PRIVATE UTILITY EASEMENT
0.6608 OF ONE ACRE
H.W. COCKE SURVEY NO. 120, ABSTRACT NO. 196
C.W. HUDSON SURVEY NO. 43 ABSTRACT NO. 2301
TRAVIS COUNTY, TEXAS

DESCRIPTION OF 0.6608 OF ONE ACRE EASEMENT

DESCRIPTION OF 0.6608 OF ONE ACRE (28,786 SQUARE FOOT) EASEMENT, MORE OR LESS, OUT OF THE H.W. COCKE SURVEY NO. 120, ABSTRACT NO. 196, AND THE C.W. HUDSON SURVEY NO. 43, ABSTRACT NO. 2301, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS LOT 44, BLOCK A, AVANA, PHASE ONE, SECTION THREE, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201500059, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 44, BLOCK A, CONVEYED TO CIRCLE C RANCH HOMEOWNERS ASSOCIATION, INC. BY DEED, AS RECORDED IN DOCUMENT NO. 2018170560, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.6608 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMENCING at a point at a corner in the southwest line of said Lot 44, Block A, at a west corner of that tract described as 18.9155 acres conveyed to the Austin Independent School District by deed, as recorded in Document No. 2017066423, Official Public Records, Travis County, Texas, and Document No. 2017-17014036, Official Public Records, Hays County, Texas, and in the east right-of-way line of Escarpment Boulevard, a 120' public right-of-way dedicated in Avana Phase One, Section Two, a subdivision of record in Document No. 201300032, Official Public Records, Travis County, Texas, from which a 1/2" iron rod with cap stamped "CAPITAL" found bears S74°51'22"E 0.27 feet;

THENCE, with the south line of said Lot 44, Block A, and the west line of said 18.9155 acre Austin Independent School District tract, with a curve to the right, whose intersection angle is 13°37'24", radius is 940.00 feet, an arc distance of 223.51 feet, the chord of which bears N31°16'12"E 222.98 feet to a cotton spindle found;

THENCE, with the south line of said Lot 44, Block A, and the west line of said 18.9155 acre Austin Independent School District tract, N38°03'33"E 357.02 feet to a 1/2" iron rod with cap stamped "CAPITAL" found at the beginning of a curve to the left;

THENCE, with said curve to the left, whose intersection angle is 00°40'23", radius is 3,485.00 feet, an arc distance of 40.94 feet, the chord of which bears N37°47'36"E 40.94 feet to a point at the south corner of this easement for the POINT OF BEGINNING having a Texas Coordinate System, Texas Central Zone (4203), NAD83 (2011) EPOCH 2010.00, grid value of N=10,034,394.56, E=3,062,392.64;

0.6608 AC.

THENCE, with the perimeter of this easement, crossing said Lot 44, Block A, the following eight (8) courses, numbered 1 through 8:

- 1) **N55°02'09"W 187.71 feet** to a point on the east line of a 10 foot Public Utility Easement (P.U.E.) recorded in said Avana, Phase One, Section Three Subdivision, at the beginning of a curve to the right;
- 2) with said 10 foot P.U.E., along said curve to the right, whose intersection angle is **12°55'14"**, radius is **655.00 feet**, an arc distance of **147.71 feet**, the chord of which bears **N27°35'16"E 147.39 feet** to a point at the beginning of a curve to the right;
- 3) continuing with said 10 foot P.U.E., along said curve to the right, whose intersection angle is **68°47'31"**, radius is **40.00 feet**, an arc distance of **48.03 feet**, the chord of which bears **N68°26'27"E 45.19 feet** to a point;
- 4) continuing with said 10 foot P.U.E., **S77°10'00"E 43.89 feet** to a point at the beginning of a curve to the right;
- 5) continuing with said 10 foot P.U.E., along said curve to the right, whose intersection angle is **20°01'04"**, radius is **15.00 feet**, an arc distance of **5.24 feet**, the chord of which bears **S67°09'49"E 5.21 feet** to a point;
- 6) continuing with said 10 foot P.U.E., **S57°56'07"E 3.76 feet** to a point;
- 7) **S01°17'01"E 132.17 feet** to a point; and
- 8) **S21°39'29"E 67.18 feet** to a point on the south line of said Lot 44, Block A, and the west line of said 18.9155 acre Austin Independent School District tract, at the beginning of a curve to the right;

THENCE, continuing with the perimeter of this easement with the south line of said Lot 44, Block A, and the west line of said 18.9155 acre Austin Independent School District tract, along said curve to the right whose intersection angle is **00°57'24"**, radius is **3,485.00 feet**, an arc distance of **58.18 feet**, the chord of which bears **S36°58'42"W 58.18 feet** to the POINT OF BEGINNING and containing 0.6608 of one acre, or 28,786 square feet of land within these metes and bounds, more or less.

0.6608 AC.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Texas Central Zone (4203), NAD83 (2011) EPOCH 2010.00.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



06/10/2019

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:/AISD-18-026_SW Elem School Site_Avana Subd/Description/AISD SW Elem School_Prop Prvt Utility Esmt 0.6608 AC
Issued 06/10/19

AUSTIN GRID A-14
TCAD# 04-30500412-06-01

RE: A.I.S.D. SW ELEMENTARY

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.6608 AC. OR 28,786 SQ. FT. OF LAND OUT OF THE
H.W. COCKE SURVEY NO. 120, ABSTRACT NO. 196, AND
C.W. HUDSON SURVEY NO. 43, ABSTRACT NO. 2301,
TRAVIS COUNTY, TEXAS.

SCALE 1" = 100'



AVANA,
PHASE ONE, SECTION ONE
DOC. NO. 201600168
O.P.R.T.C.T.

C.W. HUDSON SURVEY NO. 43,
ABSTRACT NO. 2301
TRISSINO DRIVE
(50' R.O.W.)

APPROXIMATE
SURVEY LINE

ESCARPMENT BLVD.
(120' R.O.W.)

PROPOSED
PRIVATE UTILITY
EASEMENT
0.6608 AC. OR
28,786 SQ. FT.

LOT 44,
DRAINAGE,
WATER QUALITY,
P.U.E. AND
MAIL KIOSK

AVANA,
PHASE ONE, SECTION ONE
DOC. NO. 201600168
O.P.R.T.C.T.

CIRCLE C RANCH
HOMEOWNERS ASSOCIATION, INC.
DOC. NO. 2018170560
O.P.R.T.C.T.
(LOT 44, BLOCK A)
OCTOBER 30, 2018

AVANA,
PHASE ONE, SECTION TWO
DOC. NO. 201300032
O.P.R.T.C.T.

AVANA,
PHASE ONE, SECTION THREE
DOC. NO. 201500059
O.P.R.T.C.T.

P.O.B.
GRID COORDINATES
N=10,034,394.56
E= 3,062,392.64

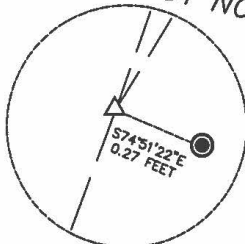
AUSTIN INDEPENDENT SCHOOL DISTRICT
DOC. NO. 2017066423
O.P.R.T.C.T.
DOC. NO. 2017-17014036
O.P.R.H.C.T.
(18.9155 ACRES)
APRIL 26, 2017

LEGEND

- 1/2" IRON ROD FOUND WITH PLASTIC CAP "CAPITAL" (UNLESS NOTED)
- 1/2" IRON ROD FOUND
- ▲ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

SURVEYED BY: PAGE 4 OF 5

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591



DETAIL "A"
NOT TO SCALE

RE: A.I.S.D. SW ELEMENTARY

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.6608 AC. OR 28,786 SQ. FT. OF LAND OUT OF THE
H.W. COCKE SURVEY NO. 120, ABSTRACT NO. 196, AND
C.W. HUDSON SURVEY NO. 43, ABSTRACT NO. 2301,
TRAVIS COUNTY, TEXAS.

SCALE 1" = 100'



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	223.51'	940.00'	13°37'24"	N31°16'12"E	222.98'
C2	40.94'	3,485.00'	0°40'23"	N37°47'36"E	40.94'
C3	147.71'	655.00'	12°55'14"	N27°35'16"E	147.39'
C4	48.03'	40.00'	68°47'31"	N68°26'27"E	45.19'
C5	5.24'	15.00'	20°01'04"	S67°09'49"E	5.21'
C6	58.18'	3,485.00'	0°57'24"	S36°58'42"W	58.18'

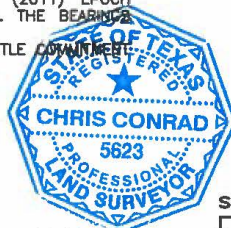
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N24°26'44"E	192.70'
L2	N38°03'33"E	357.02'
L3	N55°02'09"W	187.71'
L4	S77°10'00"E	43.89'
L5	S57°56'07"E	3.76'
L6	S1°17'01"E	132.17'
L7	S21°39'29"E	67.18'

LEGEND

- 1/2" IRON ROD FOUND WITH PLASTIC CAP "CAPITAL" (UNLESS NOTED)
- 1/2" IRON ROD FOUND
- ▲ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- (xxx) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

NOTES:

1. THE COORDINATE SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (+203), NAD83 (2011) EPOCH 2010.00 DATUM AND WAS ESTABLISHED BY GPS OBSERVATION. THE BEARINGS SHOWN ARE GRID BEARINGS.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR EASEMENT REPORT.



06/10/2019

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

TCAD# 04-30500412-06-01 AUSTIN GRID A-14

M:\AISD~18-026_SW Elem School Site_Avana Subd\DWG\Parcels\Private Utility Easement_ 0.6608 ac.dwg

ISSUED: 08/10/19

PAGE 5 OF 5

SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #8
 AUSTIN, TEXAS 78731
 (512) 451-8591

JOB NO.: 18-026

EXHIBIT “B”

GRANTEE’S PROPERTY

Legal Description of Property

18.9155 Acres

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

16533.10

Page 1 of 3

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;

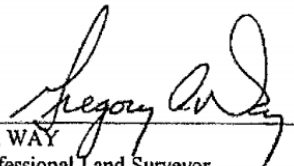
THENCE, along the common westerly line of the 40.174 acre tract and easterly line of said Lot 24, Block A, with a curve to the left a central angle of 04°19'06", a radius of 1060.00 feet, a long chord of 79.87 feet (chord bears N36°32'45"E), for an arc distance of 79.89 feet to the POINT OF BEGINNING,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



Circle C Homeowners Association Privacy Policy

This privacy policy applies to all Circle C Homeowners Association (CCHOA) documents, including all paper files, electronic documents, websites and databases that are owned, maintained or under the control of CCHOA.

What information do we collect?

We collect information from you when you close on your home, when you register on our websites, place an order, subscribe to our newsletter, respond to a survey or fill out a CCHOA form.

When ordering or registering on our websites, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may visit our websites anonymously, but access will be limited.

We use email for most communications and to invite you to vote on HOA issues on-line. We provide your current email address to one trusted company which also hides your email address when we send out timely announcements. Your email address is considered private and it will never be shared with any other entity.

Peel Inc. sends out our Official HOA Newsletter once a month to every home in Circle C Ranch.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- To maintain proper records of the HOA, for communications, voting, and financial affairs of CCHOA or our Financial Manager.
- To personalize your experience
- To send you official communications and assessment invoices by USPS and our monthly newsletters.
- To improve customer service and make timely announcements
- To process transactions for assessments, fees and fines.
- To administer a contest, promotion, survey, voting or other official HOA activities.
- To send periodic emails with CCHOA announcements.

Note: We include detailed instructions to unsubscribe at the bottom of each email.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our websites, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our website policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our websites. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our websites and welcome any feedback about these sites.

CCHOA maintains various social media accounts primarily to redirect users to the proper Official CCHOA website or to our offices, for correct and timely information. CCHOA does not validate members of social media accounts.

Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our websites.

Your Consent

By using our websites, you consent to our online privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on-line.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

CCHOA Manager
7817 La Crosse Avenue
Austin, Texas 78739

(512) 288-8663
info@circlecranch.info

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

Circle C Homeowners Association, Inc. Social Media Policy

The Circle C Homeowners Association wants to promote a friendly, informative and enjoyable online experience for the members of the community. Posts, contents and comments containing any of the following are not permitted on the Circle C Homeowners Association official Facebook page.

- Content determined to be inappropriate, in poor taste, or otherwise contrary to the purposes of this forum, in the sole discretion of the Circle C Homeowners Association.
- Profane, defamatory, offensive or violent language or content;
- Personal attacks on individuals or specific groups;
- Trolling or posting deliberately disruptive comments meant to harass, threaten or abuse and individual or business;
- Content for the purposes of promoting or advertising a person, product, service or brand;
- Content that relates to confidential or proprietary business information;

Posting Guidelines

Posting on behalf of the Circle C HOA will be done by a staff member or board member that is agreed upon by the Board of Directors.

Code of Conduct

The Circle C Homeowners Association reserves the right to remove or block any posts that don't adhere to its guidelines as listed above. We also reserve the right to remove or block anyone who violates these guidelines from posting on our page at any time without prior notice. By following/liking this page you automatically agree to these rules, policies and codes of conduct

Posts relating to the Homeowner's Association

If you have a specific question, comment or issue relating to Circle C Homeowners Association and you feel that it requires immediate attention, please email us at info@circlecranch.info or call the office at (512) 288-8663. While we do monitor posting on the page on a regular basis, we also want to address any issue requiring immediate attention in a timely manner. The board reserves the right to turn off any commenting on posts.



CIRCLE C HOMEOWNERS ASSOCIATION, INC.

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Definition

Social Media: applications that enable users to participate in social networking, (Facebook, Twitter, Pinterst, etc.

Website: a collection of related web pages (text, documents, files), including multimedia content, (images) typically identified with a common domain name, (Circle C Ranch) and published on at least one web server (GoDaddy, Hostgator, etc.).

