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TWENTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CIRCLE C RANCH SUBDIVISION

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Twentieth Amendment to Declaration of Covenants, Conditions and Restrictions is made to be effective the date set forth below by CIRCLE C LAND CORP., a Texas corporation.

RECITALS:

A. By Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded in Volume 10585, Page 110, Real Property Records of Travis County, Texas (the "Original Declaration"), Circle C Development Corporation, a Texas corporation (the "Original Declarant") imposed certain covenants, restrictions, charges and liens upon certain real property as therein described.

B. The Original Declaration has been amended by documents recorded in Volume 10627, Page 771; Volume 10729, Page 1153; Volume 10778, Page 284; Volume 10847, Page 1704; Volume 10961, Page 0851; Volume 11003, Page 1060; Volume 11134, Page 1045; Volume 11824, Page 0883; Volume 11924, Page 0139; Volume 11924, Page 0959; Volume 11925, Page 0009; Volume 11929, Page 0356; Volume 12081, Page 1479; Volume 12159, Page 3169; Volume 12159, Page 3177; Volume 12219, Page 0642; Volume 12231, Page 1241; Volume 12236, Page 2799; Volume 12265, Page 0471; Volume 12280, Page 0080; and Volume 12377, Page 0508, respectively, of the Real Property Records of Travis County, Texas (which Original Declaration, as so amended, is herein referred to as the "Declaration").

C. Circle C Development Corporation assigned its rights and privileges as "Declarant" under the Declaration to Circle C Development Joint Venture, and Circle C Development Joint Venture subsequently assigned its rights and privileges as "Declarant" under the Declaration to Circle C Land Corp., a Texas corporation (hereinafter referred to as the "Declarant").

D. Article I, Section 3 of the Declaration provides that Declarant has the right at any time and from time to time to bring within the scheme of the Declaration additional properties, and further has the right to supplement or modify the Declaration as may be appropriate for such additional property.

E. Declarant desires to bring certain property within the scheme of the Declaration and to modify the Declaration as to said property as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Addition to Property Subject to Declaration. The following tract of land (the "Additional Land") are hereby added to the Properties subject to and covered by the Declaration:

10.4778 acres of land, more or less, as more particularly described on Exhibit A attached hereto and made a part hereof, and also known as Phase C, Section 3-B, Circle C Ranch, a subdivision in Travis County, Texas, according to the map or plat thereof filed with the City of Austin under file number C8-84-164(C).01.3A.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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2. Modification of the Declaration as to the Added Tract. The Additional Land shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, charges and liens as set forth in the Declaration, provided that as the same relate to the Additional Land, and to the Additional Land only, the terms and provisions of the Declaration are modified as follows:

(a) Article III, Section 6 of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

Section 6. Commencement Date of Assessments. The first annual assessment provided for herein shall commence to accrue as to each Lot within the Additional Land on the date (the "Commencement Date") that a final plat that includes the Lot within the property covered by such final plat is recorded in the Plat Records of Travis County, Texas.

(b) Article V, Section 2 of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

Section 2. Minimum Square Footage Within Improvements. The living area of the main residential structure located on any Lot, exclusive of porches and parking facilities, shall not be less than three thousand two hundred (3,200) square feet for the Lots within the Additional Land.

(c) Article V, Section 3(h) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

h. Carports, sports courts, and swimming pools. No carports, sports courts of any kind, or swimming pools shall be constructed, erected or permitted to remain on any Lot without the express prior written approval of the Architectural Control Committee. Any outdoor lighting related to carports, sports courts, or swimming pools shall be subject to the requirements of Section 5 hereof.

(d) Article V, Section 4 is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

Section 4. Minimum Setback Lines. All setback lines shall be in accordance with the approved final plat(s) for the Additional Land. No structure may be placed within the setback lines; however, the following improvements are allowed within minimum setback areas:

- a. structures below and covered by the ground;
- b. steps, walks, driveways, and curbing;

- c. retaining or screening walls as approved by the Architectural Control Committee;
- d. landscaping;
- e. any other improvement approved in writing by the Architectural Control Committee, provided that roofed structures other than relatively minor encroachments (including incidental projections of eaves and overhanging roofs) shall in no event be so approved.

(e) Article V, Section 8(e) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

e. Fences. The Owner of each Lot upon which a residential structure has been constructed (or is under construction) shall construct or cause to be constructed, at such Owner's expense, a six-foot privacy fence along the rear and side Lot lines, the materials and location of which shall be subject to approval by the Architectural Control Committee. Where fences are constructed adjacent to any school or open space, such fences shall be constructed with face toward the school or open space, according to the Design Guidelines. Cost of construction and maintenance of fences along common Lot lines may be shared by the Owners of adjacent Lots; however, each such Owner shall be fully liable for the construction and maintenance of fences along the rear and side Lot lines of his respective Lot.

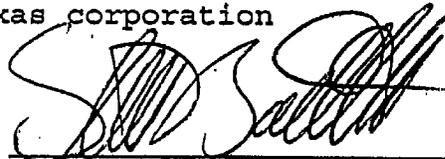
(f) Article V, Section 9(b)(iv) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

iv. The exterior walls of all residential structures constructed on any Lot within the Additional Land must have a minimum of 100% masonry coverage on any side facing a street (including both walls facing streets on corner lots), 100% masonry coverage on any other side, and 100% masonry coverage on the rear or back of such structure.

EXECUTED this the 24th day of July, 1995.

CIRCLE C LAND CORP.,
a Texas corporation

By:

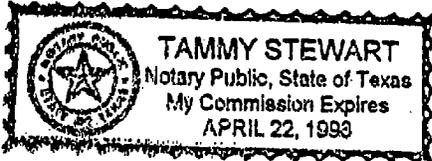


Steven P. Bartlett, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 24th day of July, 1995, by Steven P. Bartlett, President of Circle C Land Corp., a Texas corporation, on behalf of said corporation.



Tammy Stewart
Notary Public, State of Texas
Print Name: Tammy Stewart

AFTER RECORDING, RETURN TO:

Mr. R. Alan Haywood
Graves, Dougherty, Hearon & Moody, P.C.
P.O. Box 98
Austin, Texas 78767