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TWENTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CIRCLE C RANCH SUBDIVISION

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Twenty-Third Amendment to Declaration of Covenants, Conditions and Restrictions is made to be effective the date set forth below by PHOENIX HOLDINGS, LTD., a Texas limited partnership, and CHANCELLOR RESOURCES, LTD., a Texas limited partnership.

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 12219, Page 0642; Volume 12231, Page 1241; Volume 12236, Page 2799; Volume 12265, Page 0471, as corrected in Volume 12403, Page 0495; Volume 12280, Page 0080; Volume 12377, Page 0508; Volume 12492, Page 0516; Volume 12618, Page 0678; and Volume 12667, Page 0072, 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; Circle C Development Joint Venture subsequently assigned its rights and privileges as "Declarant" under the Declaration to Circle C Land Corp., a Texas corporation; and Circle C Land Corp. subsequently assigned its rights and privileges as "Declarant" under the Declaration to Phoenix Holdings, Ltd., a Texas limited partnership (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, and Chancellor Resources, Ltd., as the owner of the hereinafter described property desires to evidence its consent and approval of the addition of said property to the Declaration as hereinafter provided.

NOW, THEREFORE, Declarant and Owner hereby declare as follows:

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TRAVIS COUNTY, TEXAS

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

(a) 30.6892 acres of land, more or less, as more particularly described on Exhibit A attached hereto and made a part hereof, and also known as CIRCLE C RANCH Phase B, Section Seventeen, a proposed subdivision in Travis County, Texas.

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, 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 shall be the date hereof.

(b) Article IV, Section 10 of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

Section 10. Governmental Authorities.
Declarant, its successors and assigns, and all future Owners and their successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to all applicable laws, ordinances, rules or regulations, including without limitation obtaining all permits required for the construction, erection, placement, alteration or maintenance of improvements on The Properties. No improvements or addition or change or alteration thereof shall be constructed, erected, placed, altered or maintained on The Properties, including the Common Area, which is in violation of the applicable laws, ordinances, rules or regulations of any governmental entity or agency with jurisdiction over the portion of The Properties on which such improvements are so constructed, erected, placed, altered or maintained. Notwithstanding anything to the contrary herein contained, Declarant, the Association, the Committee, and their respective officers, directors, agents and employees shall have no obligation to enforce or report any violation of any such law, ordinance, rule or regulation. The approval of plans and specifications by the Committee shall not be deemed or construed to constitute a determination that such plans and specifications comply with any applicable law, ordinance, rule or regulation.

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(c) 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 two thousand two hundred (2,200) square feet and not more than three thousand one hundred (3,100) square feet for the Lots within the Additional Land.

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

b. Use. 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.

(e) 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.

(f) 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 shall in no event be so approved.

(g) The last paragraph of Article V, Section 6 is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

Notwithstanding anything herein contained to the contrary, (i) no paper or cardboard signs will be permitted on any Lot, and (ii) any and all signs, if allowed, shall comply with all applicable laws, ordinances, rules or regulations of any governmental entity or agency with jurisdiction over the portion of The Properties on which such signs are so constructed, erected, placed, or maintained.

(h) Article V, Section 7(e)(ii) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

- ii. Required Landscaping. All Owners shall be required to landscape front yards, back yards, side yards, and adjacent to building foundations. Trees, shrubs, ground covers, seasonal color and turf grass shall be used in these areas to achieve the landscape intent for land use according to the Design Guidelines.

Either permanent turf grass or Winter Rye shall be established in all turf areas shown on the approved landscape plan by the builder prior to the occupancy of any residence constructed on a Lot. Winter Rye shall be considered a temporary measure to reduce soil erosion through the winter season. It shall be completely replaced with turf grass according to the approved landscape plan by May 1 of the following year.

Trees, shrubs and turf areas (as provided above) shall be planted by the builder prior to the occupancy of any residence constructed on a Lot, the season notwithstanding.

Note: Refer to Screening Section 8 of Article V for required landscaping for screening situations.

(i) Article V, Section 7(e)(iv) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

- iv. Required Trees. The land use listed below shall be landscaped with the following numbers of shade trees. The

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shade trees shall be no smaller in size than 3" caliper.

<u>Land Use</u>	<u>Required Number of Trees</u>
Single Family	Two per front yard within 10' 0" of Right-of-Way (Four for corner lots, two on the front and two on the side)

(j) 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.

(k) 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), and 50% masonry coverage on any other side, provided the entire structure shall have no less than 70% masonry coverage, and provided that the rear wall of any residential structure that backs up to a four-lane divided street, or to a street on which no driveway access is permitted, must have a minimum of 100% masonry coverage. Under no circumstances shall any residential structure be deemed to have more than one back. In case of any dispute, the Architectural Control Committee shall determine which sides of the residential structure are facing a street, or are on the side or on the back of the residential structure.

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

- vi. No above ground level swimming pool shall be installed on any Lot. Any swimming pool shall be designed, engineered, constructed and maintained in compliance with all applicable laws, ordinances, rules, regulations and permit requirements of any governmental entity or agency with jurisdiction over the portion of The Properties on which such pool is so constructed and maintained.

(m) Article V, Section 9(e)(ii) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

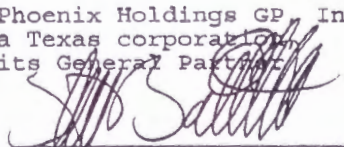
- ii. All telephone, electric, cable, or other service lines shall be installed underground and shall comply with all applicable laws, ordinances, rules, regulations and permit requirements of any governmental entity or agency with jurisdiction over the portion of The Properties on which such lines are so installed and maintained and the requirements of the entities providing such service.

3. In consideration of the benefits to the Additional Land and the subsequent owners thereof as a result of being brought within the scheme of the Declaration, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chancellor Resources, Ltd. has joined in this Twenty-Third Amendment to confirm and declare that it has consented to and approved, and does hereby consent to and approve, the addition of the Additional Land to the Properties covered by the Declaration, on and subject to the terms and provisions of this Amendment; does further declare that 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, the terms and provisions of the Declaration are modified as set forth in this Amendment; and does further hereby in all respects adopt, confirm, ratify and approve this Amendment.

EXECUTED this the 22 day of April, 1996.

PHOENIX HOLDINGS, LTD.,
a Texas limited partnership

By: Phoenix Holdings GP, Inc.,
a Texas corporation,
its General Partner


By: 
Steve Bartlett, Vice President

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TRAVIS COUNTY, TEXAS

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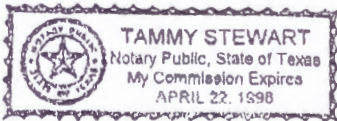
CHANCELLOR RESOURCES, LTD.
a Texas limited partnership

By: Penn Capital Corporation,
a Texas corporation,
General Partner

By: 
James D. Gressett,
Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

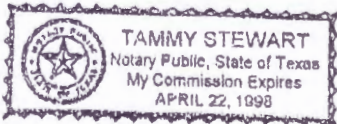
This instrument was acknowledged before me on this the 22 day of April, 1996, by Steve Bartlett, Vice President of Phoenix Holdings GP, Inc., a Texas corporation, General Partner of PHOENIX HOLDINGS, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.





Notary Public, State of Texas
Print Name: Tammy Stewart

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This instrument was acknowledged before me on the 22 day of April, 1996, by James D. Gressett, Vice President of Penn Capital Corporation, a Texas corporation, General Partner of Chancellor Resources, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.




NOTARY PUBLIC, State of Texas
Print Name: Tammy Stewart

AFTER RECORDING, RETURN TO:

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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STATE OF TEXAS §
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COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 30.6892 acre tract out of the Samuel Hamilton Survey No. 16, Travis County, Texas, being a portion of that 80.6824 acre tract conveyed to Chancellor Resources, Ltd. by deed recorded in Volume 12516, Page 28 of the Travis County Deed Records and all of proposed Circle C Ranch, Phase B, Section Seventeen subdivision; the said 30.6892 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the westerly line of the said 80.6824 acre tract, being the most easterly northeast corner of the Replat of Lots 40-43, 48-62, 69-70, 78-81, 84-101, 103-105, Block "RR", Circle C Ranch, Phase B, Section Three, a subdivision recorded in Book 88, Pages 235 and 236 of the Travis County Plat Records and a point on an easterly line of a remainder of that 2807.1345 acre tract, conveyed to Circle C Land Corp., by deed recorded in Volume 11620, Page 1126 of the said deed records;

THENCE, leaving the northerly line of the said Replat of Block "RR", along the westerly line of the said 80.6824 acre tract, being an interior line of a said remainder of the 2807.1345 acre tract for the following three (3) courses

- 1) S49°18'49"E, 20.59 feet to a 1/2" iron rod found for corner;
- 2) N53°35'25"E, 182.43 feet to a 1/2" iron rod found for corner;
- 3) N13°24'06"E, 11.65 feet to a 1/2" iron rod found for the most westerly northwest corner of proposed Circle C Ranch, Phase B, Section Seventeen subdivision, from which a 1/2" iron rod found in the westerly line of the afore said 80.6824 acre tract bears N13°24'06"E, 33.35 feet,

THENCE, leaving the said westerly line of, and crossing through, the 80.6824 acre tract, along the northerly line of the proposed Circle C Ranch, Phase B, Section Seventeen subdivision for the following ten (10) courses:

- 1) N85°55'12"E, 175.63 feet to a 1/2" iron rod found on a curve to the left,
- 2) With the said curve to the left having a central angle of 04°09'05", a radius of 349.94 feet, a chord distance of 25.35 feet (chord bears S06°09'20"E), for an arc distance of 25.36 feet to a 1/2" iron rod found for corner;
- 3) N81°46'07"E, 158.89 feet to a 1/2" iron rod found for corner;
- 4) N10°16'50"W, 52.94 feet to a 1/2" iron rod found for corner,
- 5) N36°58'24"E, 149.77 feet to a 1/2" iron rod found for corner;
- 6) N57°51'44"E, 178.06 feet to a 1/2" iron rod found for corner;
- 7) S32°08'16"E, 367.30 feet to a 1/2" iron rod found for corner;
- 8) S38°15'12"E, 127.66 feet to a 1/2" iron rod found for corner,
- 9) S55°31'06"E, 190.00 feet to a 1/2" iron rod found for corner,

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- 10) S56°31'16"E, 90.00 feet to a 1/2" iron rod found for the northeast corner of the herein described tract, being a point in the easterly line of the said 80.6824 acre tract and a westerly line of a said remainder of the 2807.1345 acre tract;

THENCE, with the common line between the 80.6824 acre tract, and a remainder of the said 2807.1345 acre tract for the following four (4) courses:

- 1) S33°28'44"W, 276.04 feet to the point of curvature of a curve to the right;
- 2) With the said curve to the right having a central angle of 27°00'08", a radius of 745.00 feet, a chord distance of 347.86 feet (chord bears S46°58'48"W), for an arc distance of 351.10 feet to a 1/2" iron rod found for the point of curvature of a curve to the left;
- 3) S60°28'52"W, 389.45 feet to a 1/2" iron rod found for the point of curvature of a curve to the left;
- 4) With the said curve to the left having a central angle of 15°19'25", a radius of 655.00 feet, a chord distance of 174.66 feet (chord bears S52°49'09"W), for an arc distance of 175.18 feet to a concrete monument found for the proposed southwest corner of said Circle C Ranch, Phase B, Section Seventeen;

THENCE, leaving the easterly line of, and crossing through, the said 80.6824 acre tract, along the southerly line of the said proposed Circle C Ranch, Phase B, Section Seventeen for the following nine (9) courses:

- 1) N44°50'33"W, 90.00 feet to a 1/2" iron rod found for corner;
- 2) N71°47'42"W, 173.84 feet to a 1/2" iron rod found on a curve to the left;
- 3) With the said curve to the left having a central angle of 03°36'12", a radius of 300.00 feet, a chord distance of 18.86 feet (chord bears N16°24'12"E), for an arc distance of 18.86 feet to a 1/2" iron rod found for corner;
- 4) N75°23'54"W, 183.20 feet to a 1/2" iron rod found for corner;
- 5) S14°48'29"W, 52.65 feet to a 1/2" iron rod found for corner;
- 6) S31°56'20"W, 199.32 feet to a 1/2" iron rod found for corner;
- 7) N58°27'07"W, 400.28 feet to a 1/2" iron rod found on a curve to the right;
- 8) With the said curve to the right having a central angle of 03°50'50", a radius of 525.00 feet, a chord distance of 35.25 feet (chord bears N33°28'18"E), for an arc distance of 35.25 feet to a 1/2" iron rod found for corner;
- 9) N54°36'17"W, 214.91 feet to a 1/2" iron rod found in the westerly line of the said 80.6824 acre tract, being an easterly line of Circle C Ranch, Phase B, Section Three, a subdivision recorded in Book 88, Pages 138 through 143 of the said Plat Records, from which a 1/2" iron rod found in the said westerly line of the 80.6824 acre tract bears S46°44'11"W, 33.00 feet;

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TRAVIS COUNTY, TEXAS

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30.6892 Acres
Circle C Ranch
Phase B, Section Seventeen
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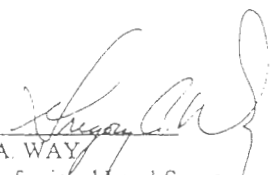
Samuel Hamilton Survey No. 16
12/19/95
95561.11

THENCE, N46°44'11"E, along the common line between the 80.6824 acre tract and Circle C Ranch, Phase B, Section Three, 908.14 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 30.6892 acres of land area.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 19th day of December, 1995.

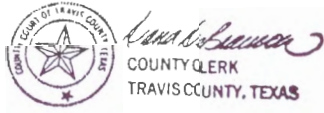



GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 - State of Texas

FILED
96 APR 23 PM 2:16
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

APR 23 1996



RECEIPT#: 800035736 TRANS#: R2910 DEPT: REGULAR RECORD \$27.00
CASHIER: ISHTUE FILE DATE: 4/23/96 TRANS DATE: 4/23/96
PAID BY: CHECK# 65

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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