

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Twenty-Fourth 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.

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 12236, Page 0471, as corrected in Volume 12403, Page 0495; Volume 12280, Page 0980; Volume 12377, Page 058; Volume 12492, Page 0516; Volume 12618, Page 0678; Volume 12667, Page 0072 and ratified in Volume 12667, Page 0166, and Volume 12667, Page 0168, 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.

NOW, THEREFORE, Declarant hereby declares as follows:

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) 19.6643 acres of land, more or less, as more particularly described on Exhibit A attached hereto and made a part hereof, and also known as THE HIESSCHER SECTION ONE 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.

(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 eight hundred (2800) square feet and not more than three thousand six hundred (3600) 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. NO 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. Carpets, sports courts, and swimming pools. No carpets, 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 carpets, 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, (G) no paper or cardboard signs will be permitted on any Lot, and (iii) 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(G) (iii) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

iii 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(G) (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 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 9(c) 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. Costs 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), 100% masonry coverage on any other side, and 100% masonry coverage on the rear or back of such structure.

(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 9C (iii) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

iii 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 services.

EXECUTED this the 4th day of June, 1996.

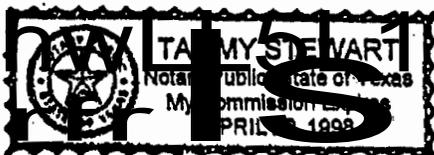
PHOENIX HOLDINGS, LTD,
a Texas limited partnership

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

By: [Signature]
Steve Baatikett, Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4th day of June, 1996, by Steve Baatikett, 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.



[Signature]
Notary Public State of Texas
Print Name: Tamy Stewart

AFTER RECORDING, RETURN TO:

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

19.6643 Acres
The Hielscher
Section One

Thomas Bright Survey No. 65
J. Burlison Survey No. 64
94528110
May 6, 1996

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 19.6643 acre tract of land in the J. Burlison Survey No. 64, and the Thomas Bright Survey No. 65, Travis County, Texas, being all of the proposed Hielscher Section One subdivision, and also being a part of that 529.7583 acre tract of land (Tract 102), conveyed to Phoenix Holdings, Ltd, by deed recorded in volume 12515, Page 140 of the Deed Records of Travis County, Texas; said 19.6643 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for an angle point in the northeasterly line of said 529.7583 acre tract, the northeast corner of the proposed Hielscher Section One subdivision and being on the westerly line of the Circle C Ranch, Phase B, Section Eleven subdivision according to the plat thereof recorded in Volume 92, Pages 68-70 of the Plat Records of Travis County, Texas;

THENCE, S30°53'41"W, with the common northeasterly line of said 529.7583 acre tract, easterly line of the proposed Hielscher Section One subdivision, and westerly line of said Circle C, Phase B, Section Eleven subdivision, at 338.25 feet passing the southwest corner of the Circle C, Phase B, Section Eleven subdivision, same being an "L" corner in the northeasterly line of the 529.7583 acre tract, and continuing across the 529.7583 acre tract with the easterly line of the proposed Hielscher Section One subdivision for a total distance of 1582.92 feet to a 1/2" iron rod set on the northerly right-of-way line of State Highway No. 45 as described in deed recorded in Volume 11782, Page 447 of the Deed Records of Travis County, Texas, from which a found highway right-of-way monument, being 250.00 feet right of record highway centerline station 574+00.00 bears, S56°20'56"E, 69.96 feet;

THENCE, N66°20'36"W, with the northerly right-of-way line of State Highway No. 45, same being the southerly line of said 529.7583 acre tract and southerly line of the proposed Hielscher Section One subdivision, a distance of 523.13 feet to a 1/2" iron rod set for the southwest corner of the herein described tract;

THENCE, leaving the common northerly right-of-way line of State Highway No. 45, and southerly line of said 529.7583 acre tract, crossing the 529.7583 acre tract with the westerly line of the proposed Hielscher Section One subdivision the following ten (10) courses:

- 1) N27°14'03"EE, a distance of 280.69 feet to a 1/2" iron rod set;
- 2) N43°46'08"SE, a distance of 194.48 feet to a 1/2" iron rod set;
- 3) N26°24'00"W, a distance of 146.00 feet to a 1/2" iron rod set;
- 4) N09°49'58"W, a distance of 52.60 feet to a 1/2" iron rod set;
- 5) N29°20'02"W, a distance of 124.95 feet to a 1/2" iron rod set;
- 6) N59°01'21"EE, a distance of 250.27 feet to a 1/2" iron rod set;
- 7) N32°28'08"W, a distance of 133.00 feet to a 1/2" iron rod set;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12795 0022

19.6643 Acres
The Hiescher
Section One

Thomas Bright Survey No. 65
J. Burleson Survey No. 64
94528.10
May 6, 1996

- 8) N57°31'SSE, a distance of 78.97 feet to a 1/2" iron rod set for the point of curvature of a curve to the right;
- 9) Northeasterly with said curve to the right having a radius of 670.00 feet and a central angle of 0°02'37" (choad bears N60°03'13"E, 58.96 feet) for an arc distance of 58.98 feet to a 1/2" iron rod set for a point of tangency;
- 10) N62°34'32"EE, a distance of 221.55 feet, to a 1/2" iron rod set on the northeasterly line of the aforesaid 529.7583 acre tract from which a found 1/2" iron rod bears N27°25'28"WW, 60.00 feet;

THENCE, with the northeasterly line of said 529.7583 acre tract, same being the northerly line of the proposed Hiescher Section One subdivision, the following five (5) courses:

- 1) S27°25'28"E, a distance of 181.03 feet to a 1/2" iron rod found;
- 2) N62°34'32"EE, a distance of 70.00 feet to a 1/2" iron rod found;
- 3) N40°24'41"EE, a distance of 151.17 feet to a 1/2" iron rod found;
- 4) N61°01'15"E, a distance of 284.66 feet to a 1/2" iron rod found;
- 5) S71°16'25"E, a distance of 225.98 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 19.6643 acres of land area.

That I, Jerry W. Fults, 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 6 day of MAY, 1996.



Jerry W. Fults
JERRY W. FULTS
Registered Professional Land Surveyor
No. 1999 - State of Texas

FILED

JUN 11 PM 12:

DANA DEBEAUVOIR
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 this duty RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JUN 11 1996



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: 18000517 TRAM#: 47069 DEPT: REGULAR RECORD 123.00

CASHIER: BATTLE FILE DATE: 6/11/96 TRANS DATE: 6/11/96 REAL PROPERTY RECORDS
PAID BY: CHECK# 1794 TRAVIS COUNTY, TEXAS

12705 0023