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FILM CODE

TWENTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIRCLE C RANCH SUBDIVISION 00005454860

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This Twenty-Fifth 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 12265, Page 0471; Volume 12280, Page 0080; Volume 12377, Page 0508; Volume 12492, Page 0516; Volume 12618, Page 0678; Volume 12667, Page 0072 (as ratified in Volume 12667, Page 0166); Volume 12667, Page 0169; and Volume 12705, Page 16, 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") are hereby added to the Properties subject to and covered by the Declaration:

That certain tract of land, containing 17.741 acres of land, more or less, in Travis County, Texas, as more particularly described on Exhibit A attached hereto and

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REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12721 1542

made a part hereof, and being the same property to be subdivided as PARK WEST AT CIRCLE C, PHASE A.

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 I, Section 1 of the Declaration is hereby amended to add the following definition thereto:

i. "Subassociation" shall mean and refer to a non-profit association hereafter incorporated under the laws of the State of Texas by the owner or owners of the Additional Land for the purpose of administering and enforcing any covenants, conditions or restrictions imposed upon the Additional Land and any other land that may also be administered by such Subassociation. Any such covenants, conditions or restrictions hereafter imposed upon the Additional Land shall be in addition to those set forth in the Declaration and this Amendment. Any covenants, conditions, or restrictions creating, providing for, or related to, the Subassociation and the rights, duties and obligations of the Subassociation and the members thereof, the articles and by-laws of the Subassociation, and any amendments or modifications thereof, shall be subject to the prior written approval of Declarant.

j. "Common Areas" shall mean and refer to any entryway, landscape or greenbelt areas, driveways and rights-of-way or other areas within the Additional Land that are deeded to the Subassociation, or the maintenance of which is the obligation of the Subassociation.

(b) 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 the Additional Land as of the date hereof.

(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 one thousand two hundred (1,200) square feet and not more than three thousand (3,000) square feet for the Lots within the Additional Land.

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

h. Carpports, sports courts, and swimming pools. No carpports, 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 carpports, sports courts, or swimming pools shall be subject to the requirements of Section 5 hereof.

(e) 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.

(f) Article V, Section 7(b) is hereby amended to add the following provision thereto:

iii. Detailed landscape plans for all Common Areas shall be submitted to the Declarant for review and approval. Such landscape plans shall include, but need not be limited to, land forming and berming, irrigation systems, landscape subsurface drainage systems, paving, site furnishings, nonstructural retaining walls and introduced vegetation, and shall be consistent with the Design Guidelines and the provisions of this Section 7; provided, Declarant may waive or modify any such requirement as Declarant may deem reasonable or appropriate. No revision or modification to such landscape plans shall be made without the prior written approval of Declarant.

(g) The last paragraph of Article V, Section 7 is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

The Owner of each Lot upon which a residential structure has been constructed (or

is under construction) shall be required to landscape front yards, side yards, rear 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 the land use according to the Design Guidelines.

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

e. Fences. All fences must be constructed of materials approved by Declarant and in locations approved by Declarant.

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

a. Roofs. No roofing materials shall be used within the Additional Land without the prior written approval of Declarant. Minimum roof pitch allowed for the single-family residential structures shall be a 4:12 pitch.

(j) Article V, Section 9(b) is hereby amended to delete the first sentence thereof in its entirety, and to substitute the following in its place and stead:

Exterior building materials and colors (including garage doors and trim) must be approved by Declarant.

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

iii. Exterior wall surface materials shall be limited to two approved materials, excluding trim, unless otherwise approved in writing by Declarant. The type of masonry used must be approved by Declarant.

(l) 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 all sides (exclusive of windows, eaves, soffits and doors), unless a reduction in such requirement is approved in writing by the Architectural Control Committee.

(m) Article VIII, Section 2 is hereby amended to add the following thereto:


Notwithstanding the foregoing, the terms, provisions, covenants, restrictions, conditions, charges and liens set forth herein (but not as to any other provision of the Declaration) may be amended, modified, or terminated, in whole or in part, and the

Additional Land may be withdrawn entirely from the Declaration, at any time by the joint approval of Declarant and the owner(s) of at least ninety percent (90%) of the total of the Lots and the acreage within any unplatted portions of the Additional Land. Any such amendment, modification, termination, or withdrawal shall become effective when an instrument executed by Declarant and the requisite number of the owner(s) of the Lots within the Additional Land is filed for record in the Real Property Records of Travis County, Texas.

EXECUTED this the 2 day of July, 1996.

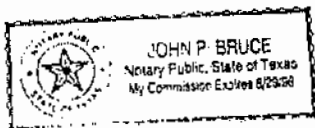
PHOENIX HOLDINGS, LTD.,
a Texas limited partnership

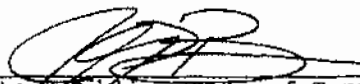
By: Phoenix Holdings GP., Inc.,
a Texas corporation,
General Partner

By: 
Gary L. Bradley, President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 2 day of July, 1996, by Gary L. Bradley, 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: _____

AFTER RECORDING, RETURN TO:

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

EXHIBIT A

Park West at Circle C
17.741 Acres

FN 0356 (CMS)

DESCRIPTION OF A 17.741 ACRE TRACT OF LAND LOCATED IN THE SAMUEL HAMILTON SURVEY NO. 16 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 58.0007 ACRE TRACT OF LAND (TRACT 5) DESCRIBED IN THE DEED TO PHOENIX HOLDINGS, LTD., AS RECORDED IN VOLUME 12515, PAGE 140, REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS; SAID 17.741 ACRE TRACT OF LAND AS SHOWN ON SAM, INC. PLAT NO L001-96088-02, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the intersection of the north line of Circle C Ranch Phase B, Section One, a subdivision of record in Plat Book 87, Pages 50C-50D, Plat Records Travis County, Texas, and the west right-of-way line of Escarpment Boulevard (a 120-foot-wide right-of-way), as dedicated in said Circle C Ranch Phase B, Section One, same being the southeast corner of said 58.0007 acre tract of land, also being the southeast corner of the tract described herein and the POINT OF BEGINNING;

THENCE leaving said right-of-way line with the north line of said Circle C Ranch, Phase B, Section One, same being the south line of said 58.0007 acre tract of land, the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 43.52 feet through a central angle of $99^{\circ} 44' 11''$, having a radius of 25.00 feet, and whose chord bears $N 20^{\circ} 16' 57'' E$, a distance of 38.23 feet to a point of compound curvature, and
2. with the arc of a curve to the left a distance of 693.01 feet through a central angle of $41^{\circ} 46' 56''$, having a radius of 950.33 feet, and whose chord bears $N 50^{\circ} 11' 52'' W$, a distance of 677.76 feet to a 1/2-inch iron rod set;

THENCE leaving said common line and crossing said 58.0007 acre tract of land, the following eight (8) courses and distances:

1. $N 18^{\circ} 55' 35'' E$, a distance of 100.00 feet to a 1/2-inch iron rod set for point on a curve,
2. with the arc of a curve to the left a distance of 350.01 feet through a central angle of $19^{\circ} 05' 35''$, having a radius of 1,050.33 feet, and whose chord bears $N 80^{\circ} 38' 03'' W$, a distance of 348.39 feet to a 1/2-inch iron rod set for an angle point,
3. $N 47^{\circ} 35' 36'' W$, a distance of 153.67 feet to a 1/2-inch iron rod set for an angle point,
4. $N 45^{\circ} 04' 34'' W$, a distance of 142.69 feet to a 1/2-inch iron rod set for a point on a curve, for the southwest corner of the tract described herein,
5. with the arc of a curve to the left a distance of 48.26 feet through a central angle of $08^{\circ} 30' 27''$, having a radius of 325.00 feet, and whose chord bears $N 40^{\circ} 40' 12'' E$, a distance of 48.21 feet to a point of compound curvature,
6. with the arc of a curve to the left a distance of 23.54 feet through a central angle of $89^{\circ} 55' 30''$, having a radius of 15.00 feet, and whose chord bears $N 08^{\circ} 32' 46'' W$, a distance of 21.20 feet to a 1/2-inch iron rod set for a point of tangency,
7. $N 53^{\circ} 30' 31'' W$, a distance of 50.40 feet to a 1/2-inch iron rod set for an angle point, and

Park West at Circle C
17.741 Acres

FN 0356 (CMS)

- 8. N 36° 29' 28" E, a distance of 150.03 feet to a 1/2-inch iron rod set in the south line of a called 79.9863 acre tract of land described in a deed to the City of Austin as recorded in Volume 9495, Page 275, Real Property Records Travis County, Texas, same being the north line of said 58.0007 acre tract of land, and being the northwest corner of the tract described herein;

THENCE with the south line of said 79.9863 acre tract of land, the south line of a called 46.5000 acre tract of land described in the deed to the City of Austin as recorded in Volume 9495, Page 289, Real Property Records Travis County, Texas, and a south line of a called 285.4585 acre tract of land described in the deed to the City of Austin as recorded in Volume 9495, Page 281, Real Property Records Travis County, Texas, same being the north lines of said 58.0007 acre tract of land, the following five (5) courses and distances:

- 1. S 53° 30' 28" E, a distance of 163.78 feet to a punch-hole in a rock found for an angle point,
- 2. S 77° 51' 41" E, a distance of 702.57 feet to a 1/2-inch iron rod found for an angle point,
- 3. S 66° 27' 40" E, a distance of 357.39 feet to a 1/2-inch iron rod found for an angle point,
- 4. S 78° 00' 28" E, a distance of 326.73 feet to a 1/2-inch iron rod found for an angle point, and
- 5. S 64° 00' 45" E, a distance of 483.21 feet to a 1/2-inch iron rod found in the west right-of-way line of said Escarpment Boulevard, same being the northeast corner of said 58.0007 acre tract of land, and being the northeast corner of the tract described herein;

THENCE leaving said common line and with the west right-of-way line of said Escarpment Boulevard, same being the east line of said 58.0007 acre tract of land, the following two (2) courses and distances:

- 1. with the arc of a curve to the right a distance of 632.80 feet through a central angle of 15° 16' 54", having a radius of 2,372.53 feet, and whose chord bears S 66° 47' 23" W, a distance of 630.92 feet to a 1/2-inch iron rod found for point of reverse curvature, and
- 2. with the arc of a curve to the left a distance of 382.58 feet through a central angle of 04° 34' 00", having a radius of 4,800.00 feet, and whose chord bears S 72° 07' 41" W, a distance of 382.47 feet to the POINT OF BEGINNING and containing 17.741 acres of land, more or less.

FILED

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DANA GEE, CLERK
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Page 2 of 2

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

TOTAL P. 85

JUL 3 1996



Dana G. Gue
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED: 800337966 TRANS#: 85895 DEPT: REGULAR RECORD \$21.00

CASHIER: BAMEL FILE DATE: 7/3/96 TRANS: TRAVIS COUNTY, TEXAS

4411 BY: CHECKA 0528

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