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

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This Thirty-Seventh Amendment to Declaration of Covenants, Conditions and Restrictions is made to be effective the date set forth below by La Crosse, 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; Volume 12667, Page 0072; Volume 12667, Page 0169; Volume 12705, Page 0016; Volume 12721, Page 1542; Volume 12864, Page 1216; Volume 13114, Page 0757; Volume 13224, Page 0043, Document No. 1999160088, Document No. 2000011673, Document No. 2000093548, Document No. 2000114433, Document No. 2000197659, Document No. 2000163769, Document No. 2001089350 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 Venture subsequently assigned its rights and privileges as "Declarant" under the Declaration to Circle C Land Corp., a Texas corporation; Circle C Land Corp. subsequently assigned its rights and privileges as "Declarant" under the Declaration to Phoenix Holdings, Ltd., a Texas limited partnership; and Phoenix Holdings, Ltd. subsequently assigned its rights and privileges as "Declarant" under Declaration to La Crosse, 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:

40.79 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 Hielscher, Section Seven, 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 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 that a final plat is recorded in the Deed Records of Travis County, Texas.

(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 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. A registered Architect shall certify (signed and sealed) the square footage for each residential structure.

(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, with the exception of individual consultation businesses which require no deliveries or employees, 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. Carpports, sports courts, batting cages or swimming pools. No carpports, sport courts of any kind, batting cages, 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, batting cages 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. Landscape plans must be approved in writing by the Architectural Control Committee.

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 shade trees shall be no smaller in size than 3" caliper and Category II as described in the City of Austin Environmental Criteria Manual.

<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, open space, or common area, such fences shall be constructed with face toward the school, open space, or common area according to the Design Guidelines. Where fences are constructed on side Lots, Owner is required to install shrubs along the entire side fence. Gates are not allowed in/on rear or side fences. 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-land 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.

(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 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.

(n) Article V, Section 10 is hereby added:

Section 10. No Access from Greenbelt. Access to and from the Lots through, over or across the portion of the Additional Land designated as a "Drainage Easement, Greenbelt and P.U.E." on the plat of the Additional Land is prohibited without the express prior written approval of the owner of such Drainage Easement, Greenbelt and P.U.E. and the Architectural Control Committee, which approval may be subject to such terms, provisions and conditions as such owner and/or the Architectural Control Committee may determine.

(o) Article VII, Section 1 is hereby amended to add the following thereto:

Notwithstanding the foregoing, in the event the portion of the Additional Land designated as a "Drainage Easement, Greenbelt and P.U.E." on the plat of the Additional Land is deeded to the Association and becomes part of the Common Properties, no Owner of any Lot shall have an easement of access or right of ingress or egress over or across such Drainage Easement, Greenbelt and P.U.E. without the express prior written approval of the Association and the Architectural Control Committee, which approval may be subject to such terms, provisions and conditions as the Association and/or the Architectural Control Committee may determine.

(p) 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, the owner(s) of any unplatted acreage within the Additional Land, if any, and the Owner(s) of at least ninety percent (90%) of the Lots

within the Additional Land, if any. Any such amendment, modification, termination, or withdrawal shall become effective when an instrument executed by Declarant and such owner(s) of any such unplatted acreage and/or the requisite number of Owner(s) of any Lots within the Additional Land is filed for record in the Real Property Records of Travis County, Texas.

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, La Crosse, Ltd. has joined in this Thirty-Seventh 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.

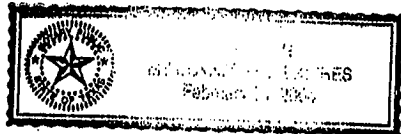
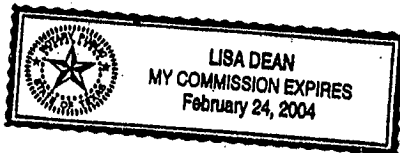
EXECUTED this the 17th day of January, 2002.

By: [Signature]
Name: Larry Hiken
Title: President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 17th day of January, 2002, by Larry Hiken, President of La Crosse, Ltd., a Texas limited partnership, on behalf of said partnership.

[Signature]
Notary Public, State of Texas
Print Name: _____



After recording, return to:
Steve Bartlett
1111 West 11th Street
Austin, Texas 78703