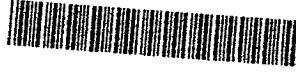


**FIFTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CIRCLE C RANCH SUBDIVISION**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §



AMEND 2004142555
8 PGS

This Fiftieth Amendment to Declaration of Covenants, Conditions and Restrictions is made to be effective the date set forth by Eleven Castle Management Company, Inc., 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 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 0880; 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, Document No. 2002058627, Document No. 2002058630, Document No. 2002058624, Document No. 2002019633, Document No. 2002167238, Document No. 2002102177, Document No. 2002182179, Document No. 2002182178, Document No. 2002183448, Document No. 2002181298, Document No. 2002181399, and No. 2003151204 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 the Declaration to Eleven Castle Management, Inc., a Texas corporation.

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. Paragraph E, Section 3 of the Forty-Third Amendment to the Declaration of Covenants Conditions and Restrictions for Circle C Ranch, as recorded in Document No. 2002182178 of the Travis County Property Records, requires recorded supplemental Declaration to modify certain Articles of the Forty-Third Amendment.

E. Declarant desires to bring certain property within the scheme of the Declaration and to modify the Declaration as to said property ad 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:

48.829 acres of land, more or less, as more particularly described on Exhibit A attached hereto and made a part hereof, and also known as a portion of the Somerset Estates, a recorded subdivision (Document No. 200400111) in Travis County, Texas.

2. Modification of the Declaration as to the Additional Land. 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 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 five hundred ninety (2,590) square feet and not more than three thousand three hundred ninety (3,390) square feet for the 65 foot Lots. 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 (3,000) square and not more than three thousand two hundred (3,200) square feet for the 85 foot Lots. A registered Architect shall certify (signed and sealed) the square footage for each residential structure.

(b) Article V, Section 8(e) 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. No fence shall be built in or on a drainage easement.

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

iv. For the 65 foot lots per Exhibit B – 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.

For the 85 foot lots per Exhibit B – 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.

(d) Article V, Section 10(a) is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

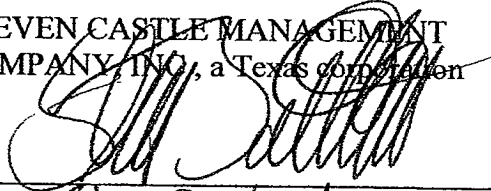
(a) The rear building setback line shall be thirty (30) feet.

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, SCC-CANYON II, LLC ("SCC"), has joined in this Fiftieth 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 adopts, confirm, ratify and approve this Amendment.

EXECUTED this the 13th day of July, 2004.

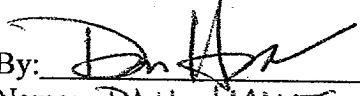
ELEVEN CASTLE MANAGEMENT
COMPANY, INC., a Texas corporation

By: 
Name: Steve Bartfeld
Title: Vice President

CONSENT BY SCC

The undersigned hereby consents to the addition of the Additional Land to the Property covered by this Declaration in accordance with the terms of Paragraph 3 of this Amendment.

SCC-CANYON II, LLC,
a Delaware limited liability company

By: 
Name: DAN HAYES
Title: EVP

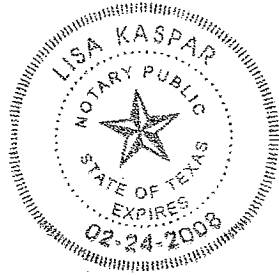
STATE OF TEXAS)
)
COUNTY OF TRAVIS)

On July 13, 2004 before me, Lisa Kaspar, personally appeared
Steve Bartlett

personally known to me [] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Lisa Kaspar
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Attorney-In-Fact |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Subscribing Witness |
| <input type="checkbox"/> Trustee(s) | <input type="checkbox"/> Guardian/Conservator |
| <input checked="" type="checkbox"/> Corporate Officer(s): <u>Vice President</u> | <input type="checkbox"/> Other: _____ |
| _____ | _____ |
| Title(s) | |

SIGNER IS REPRESENTING:

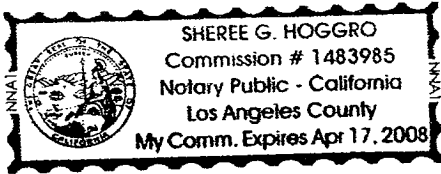
Name of Person(s) or Entity(ies): Eleven Castle Management Company, Inc.

After recording return to:
Steve Bartlett
The Bartlett Group
1000 Westbank Dr., Ste 2C
Austin, TX 78746

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On 7-16-04 before me, Sheree G. Hoggro, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Dan Hayes



Name(s) of Signer(s)
 personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sheree G. Hoggro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

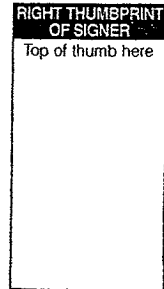


EXHIBIT A

Lots 1 through 95 inclusive of Block A and Lots 1 thru 20 inclusive of Block B of Somerset Estates as shown on a plat recorded on April 6, 2004 as Document Number 200400111 in the Books and Records of the County of Travis, State of Texas.

EXHIBIT B

Somerset Estates

As recorded in the Travis County Plat records in Document No. 200400111

65 Foot Lots

<u>Lot</u>	<u>Block</u>
2-57	A
1-20	B

85 Foot Lots

<u>Lot</u>	<u>Block</u>
58-93	A

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Jul 26 02:07 PM 2004142555

FERGUSONL \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS