

K. D. Stone

SK

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Fifty-First Amendment to Declaration of Covenants, Conditions and Restrictions is made to be effective the date set forth below by KB Home Lone Star LP, 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, 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. 2002181398, Document No. 2002181399, and 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 Declaration to Eleven Castle Management Company, Inc, a Texas corporation; Eleven Castle Management Company, Inc. subsequently assigned its rights and privileges as "Declarant" under the Declaration to KB Home Lone Star LP, 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:

93.259 acres of land, more or less, situated in the Corbet Stevens Survey No. 63, Abstract No. 740, Travis County, Texas, said tract as more particularly described on Exhibit A attached hereto and made a part hereof.

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 Lane 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 conform to the minimum and maximum square footages set forth below. Lots on the Golf Course must be at least 80 feet in width. A registered Architect shall certify (signed and sealed) the square footage for each residential structure.

Lot Size	Minimum Sq. Footage	Maximum Sq. Footage
50'	1300	2800
60'	2200	3100
65'	2590	3390
70'	2800	3600
80'	3200	n/a
90' +	3200	n/a

A one-story home on the Golf Course Lots shall have a minimum square footage of 3,000 square feet.

(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. 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) and the amendments thereto contained in the Forty-Second Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182179 of the Official Public Records of Travis County, Texas, and the Forty-Third Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182178 of the Official Public Records of Travis County, Texas, are hereby deleted in their entirety, and the following is substituted in the place and stead thereof:

(a) By agreement with the Architectural Control Committee, the rear building setback line for the following Golf Course Lots shall be as follows:

Block A Lots 29 and 30 and any other lots situated on the Additional Land, unless otherwise specified herein;

Block A Lots 18, 19, 20, 21, 23, 24, 25, 26, 27 and 28 will have a forty-five (45) rear building setback line; as such Lots are set out and configured on the Revised Preliminary Plan for Circle C West Golf Estates attached hereto as Exhibit B.

All other subdivision lots on the golf course will have thirty (30) foot rear building setback lines.

(e) Article V, Section 10(i) and the amendments thereto contained in the Forty-Second Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182172 of the Official Public Records of Travis County, Texas, and the Forty-Third Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182173 of the Official Public Records of Travis County, Texas, are not changed by this Fifty-first Amendment.

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, KB Home Lone Star LP has joined in this Fifty-First 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 adapt, confirm, ratify and approve this Amendment.

EXECUTED this 6 day of January, 2006.

KB Home Lone Star LP

By: KBSA, Inc., a Texas corporation
Its General Partner

By: [Signature]
Name: John Zinsmeyer
Title: Vice President
Tax ID #: _____
Date: JANUARY 6, 2006

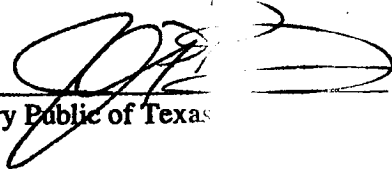
THE STATE OF TEXAS

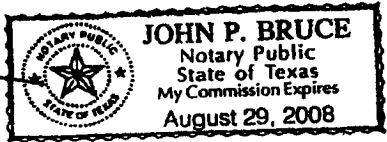
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared John Zinsmeyer, Vice President of KBSA, Inc., the general partner of KB Home Lone Star LP, a Texas limited

partnership, and acknowledged to me that he executed this document on behalf of said KB Home Lone Star LP..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of January, 2006.


Notary Public of Texas



After recording, return to:

Circle C Homeowners Association
PO Box 163541
Austin, Texas 78716-3541

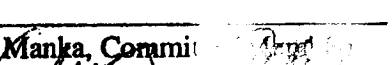
APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE OF THE CIRCLE C RANCH HOMEOWNERS ASSOCIATION, INC.

By these signatures, the Architectural Control Committee of the Circle C Ranch Homeowners Association, Inc. acknowledge and consent to the agreements contained herein and in the attached Exhibits between Phoenix Holdings, L.L.P. and KB Home Lone Star LP and hereby approves all modifications contained herein and in the attached Exhibits as such approval is required by Paragraph 3 of the Forty-Second Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182179 of the Official Public Records of Travis County, Texas, and Paragraph 3 of the Forty-Third Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182178 of the Official Public Records of Travis County, Texas.

This Approval may be executed in counterparts, and all counterparts together shall be construed as one document. A counterpart of this Approval signed by one party to this Amendment and telecopied to the other party to this Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this Approval, and (ii) shall be conclusive proof, admissible in judicial proceedings, of each party's execution of this Approval.

ARCHITECTURAL CONTROL COMMITTEE OF THE CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: 
Susan Hoover, Committee Member

By: 
Felix Manka, Committee Member

By: 
Steve Bartlett, Committee Member

partnership, and acknowledged to me that he executed this document on behalf of said KB Home Lone Star LP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of January, 2006.

Notary Public of Texas

After recording, return to:

Circle C Homeowners Association
PO Box 163541
Austin, Texas 78716-3541


APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE OF THE CIRCLE C RANCH HOMEOWNERS ASSOCIATION, INC.

By these signatures, the Architectural Control Committee of the Circle C Ranch Homeowners Association, Inc. acknowledge and consent to the agreements contained herein and in the attached Exhibits between Phoenix Holdings, L.L.P. and KB Home Lone Star LP and hereby approves all modifications contained herein and in the attached Exhibits as such approval is required by Paragraph 1 of the Forty-Second Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182179 of the Official Public Records of Travis County, Texas, and Paragraph 3 of the Forty-Third Amendment to Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision recorded as Document No. 2002182178 of the Official Public Records of Travis County, Texas.

This Approval may be executed in counterparts, and all counterparts together shall be construed as one document. A copy of this Approval signed by one party to this Amendment and telecopied to the other party to this Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this Approval, and (ii) shall be conclusive proof, admissible in judicial proceedings, of the execution of this Approval.

**ARCHITECTURAL CONTROL COMMITTEE
OF THE CIRCLE C HOMEOWNERS ASSOCIATION, INC.**

By: _____
Susan Hoover, Committee Member

By: 
Felix Manka, Committee Member

By: _____
Steve Bartlett, Committee Member