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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Fifty-Sixth Amendment to Declaration of Covenants, Conditions and Restrictions is made to be effective the date set forth below by ORIGIN HOMES, L.P., 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, Document No. 20031512004, Document No. 20051768111, Document No. 2004142555, Document No. 2007003201, Doc. No. 2007118689, and Document No. 2008034578 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 Origin Homes, L.P. (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. Paragraph E, Section 3 of the Forty-Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Circle C Ranch, as recorded in Document No. 2002182179 of the Real Property Records of Travis County, Texas, requires recorded supplemental Declaration to modify certain Articles of the Forty-Second Amendment.

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:

2.3354 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 Barstow Village, 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 V, Section 1 of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

Section 1. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purpose. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, apartment houses, rooming houses, hostels, or communes; and no Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Lot within said Subdivision.

(b) 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 (1,300) 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.

(c) 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.

(d) 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-lane 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.

(e) Parking On Joint Use Access Driveway

Parking on Joint Use Access Driveway is not allowed at any time or day throughout the year.

(f) Article VIII, Miscellaneous Provisions is hereby adding a new section:

Section 10. Joint Use Access Easement. Lots 1-9, Block A, Barstow Village Subdivision.

Section 1.

The Access Tract is reserved for the nonexclusive right for vehicular and pedestrian ingress and egress for all of the Owners of Both Tracts, and their respective heirs, successors, assigns, tenants, employees, and invitees:

- (1) to and from the adjacent right-of-way of Barstow Avenue;
- (2) across common boundaries across, between, and among all Tracts as shown on Exhibit 1.

Section 2.

Choice A – Each Owner maintains

Each Owner must maintain its Tract, and that portion of the Access Tract located on its Tract if any, and all Improvements, to allow continuous free vehicular and pedestrian ingress and egress as set out in Section 1.

Choice B -- Each Owner pays

Each Owner must pay 50(%) percent of all costs to repair and maintain (1) Improvements to designated contractor. If cost to repair any part of the Improvements exceed normal wear and tear costs, and the person who caused the damage can be identified, that person must pay all those repair costs. Each Owner agrees to mediate prior to initiating arbitration or litigation if each Owner does not agree on (1) the costs to repair or maintain any part of the Improvements (2) the repairs or maintenance that is needed for any part of the Improvements, or (3) the person who caused the extraordinary damage to any part of the Improvements.

Each Owner will agree on a mutually acceptable mediator and will share the costs of mediation equally. Each right and obligation under this Section inure to each Owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

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, Origin Homes, LP has joined in this Fifty-Sixth 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 15th day of August, 2008.

ORIGIN HOMES, L.P.
a Texas Limited Partnership

By: [Signature]
Jesse Lee
Partner, CFO

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15th day of August, 2008, by Jesse Lee, Partner and CFO of ORIGIN HOMES, L.P., a Texas limited partnership, on behalf of said partnership.



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

After recording, return to:

Steve Bartlett
Steve Bartlett Company
1406 Camp Craft Rd., Ste 222
Austin, TX 78746

EXHIBIT A

Barstow Village

A subdivision to be recorded in Travis County
As recorded in Document No. 200800261
Of the Real Property Records of Travis County

LOTS

BLOCK A LOTS 2-7

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Sep 10 03:07 PM 2008152827

GONZALESM \$36.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS