



Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

Aug 17, 2026 04:50 PM Fee: \$41.00

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Electronically Recorded

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**TERMINATION OF FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS**
[Circle C: Tract 110]

This **TERMINATION OF FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS** [Circle C: Tract 110] (this "**Termination**") is made by **CIRCLE C LAND, L.P.**, a Texas limited partnership (the "**Declarant**"), and **CIRCLE C HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "**CCHOA**"), and is as follows:

RECITALS:

A. Declarant and CCHOA are parties to that certain Amended and Restated Declaration of Restrictive Covenants [Circle C: Tract 110] recorded under Document No. 2011132004, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration of Restrictive Covenants (Circle C: Tract 110) recorded under Document No. 2017063911, Official Public Records of Travis County, Texas (as so amended, the "**Declaration**").

B. Declarant and CCHOA are parties to that certain First Amendment to Amended and Restated Declaration of Restrictive Covenants [Circle C: Tract 110] recorded under Document No. 2026091422, Official Public Records of Travis County, Texas (the "**2026 First Amendment**").

C. Paragraph 7.B. of the Declaration provides that the Declaration may be amended with the consent of the owners of seventy-five percent (75%) of the aggregate of the Property (as defined in the Declaration) and CCHOA (whose consent shall be expressed through the approval of a majority of the Board of Directors of CCHOA).

D. Declarant is the owner of not less than seventy-five percent (75%) of the aggregate of the Property, and CCHOA, acting through the affirmative vote of a majority of its Board of Directors, has duly authorized the execution and delivery of this Termination; accordingly, the conditions precedent to amendment set forth in Paragraph 7.B. of the Declaration have been satisfied, and Declarant and CCHOA are authorized to execute and record this Termination in accordance with the terms thereof.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and CCHOA agree as follows:

1. **Termination of 2026 First Amendment.** Effective as of the Effective Date, the 2026 First Amendment is hereby terminated in its entirety and shall be of no further force or effect. From and after the Effective Date, the Declaration shall be construed and enforced without giving effect to the 2026 First Amendment.

2. **Ratification.** Except as expressly provided in this Termination, all terms and provisions of the Declaration remain in full force and effect and are hereby ratified and confirmed in all respects. In the event of any conflict between the terms of the Declaration and this Termination, the terms of this Termination shall control.

3. **Binding Effect.** This Termination shall be binding upon the owners of all or any portion of the Property and shall inure to the benefit of CCHOA and all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns.

4. **Governing Law.** This Termination shall be governed by and construed in accordance with the laws of the State of Texas. This Termination is performable in Travis County, Texas.

5. **Severability.** If any provision of this Termination is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and all other provisions shall remain in full force and effect.

6. **Counterparts.** This Termination may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. **Effective Date.** This Termination shall become effective upon its recordation in the Official Public Records of Travis County, Texas.

* * * * *

[Signature Pages to Follow]

[SIGNATURE PAGE TO TERMINATION OF FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
(CIRCLE C: TRACT 110)]

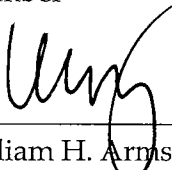
EXECUTED to be effective as provided herein.

DECLARANT:

CIRCLE C LAND, L.P.,
a Texas limited partnership

By: CIRCLE C GP, L.L.C., a Delaware
limited liability company,
General Partner

By: STRATUS PROPERTIES INC., a
Delaware corporation,
Sole Member

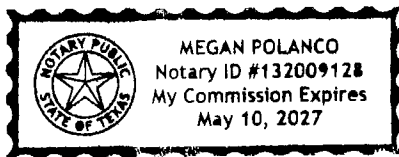
By: 
William H. Armstrong III, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of August, 2026, by William H. Armstrong III, President of Stratus Properties Inc., a Delaware corporation, Sole Member of Circle C GP, L.L.C., a Delaware limited liability company, General Partner of Circle C Land, L.P., a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnership. Such person is personally known to me or produced a state issued driver's license as identification, and did take an oath.

Megan Polanco
Notary Public, State of Texas
My Commission Expires: 05/10/27
Printed Name of Notary: Megan Polanco

(SEAL)



[SIGNATURE PAGE TO TERMINATION OF FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
(CIRCLE C: TRACT 110)]

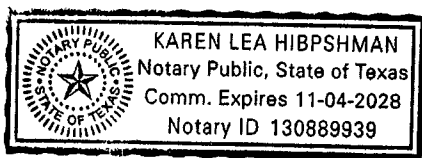
CCHOA:

CIRCLE C HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Joanne Kinzer
Name: Joanne Kinzer
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of August, 2026, by Joanne Kinzer, President of Circle C Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



(SEAL)

Karen Lea Hibpsman
Notary Public, State of Texas
My Commission Expires: 11/4/2028
Printed Name of Notary: Karen Lea Hibpsman

AFTER RECORDING RETURN TO:

Armbrust & Brown, PLLC

Attn: Kenneth Jones

100 Congress, Suite 1300

Austin, Texas 78701-2744