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AFTER RECORDING, RETURN TO:

Kenneth N. Jones, Esq.
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

BEAR LAKE PUD
THIRTEENTH AMENDMENT
TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
Travis County and Hays County, Texas

Declarant: MERIDIAN DEVELOPMENT, L.P., a Texas limited partnership

Cross reference to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2002151142, Official Public Records of Travis County, Texas and in Vol. 2047, Page 780, Official Public Records, Hays County, Texas, as amended.

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**THIRTEENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BEAR LAKE PUD**

This Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD (the "Amendment") is made by MERIDIAN DEVELOPMENT, L.P., a Texas limited partnership (the "Declarant"), and is as follows:

RECITALS:

A. Circle C Land, L.P., a Texas limited partnership, formerly known as Circle C Land Corp., a Texas corporation ("Circle C"), previously executed that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2002151142, Official Public Records of Travis County, Texas and in Vol. 2047, Page 780, Official Public Records, Hays County, Texas, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2004240491, Official Public Records of Travis County, Texas and in Vol. 2633, Page 147, Official Public Records, Hays County, Texas, that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 200534410, Official Public Records of Travis County, Texas and in Vol. 2640, Page 880, Official Public Records, Hays County, Texas, that certain Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2005220913 in the Official Public Records of Travis County, Texas and in Vol. 2820, Page 46, Official Public Records, Hays County, Texas, that certain Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2006015521 in the Official Public Records of Travis County, Texas and in Vol. 2859, Page 707, Official Public Records, Hays County, Texas, that certain Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2006074887 in the Official Public Records of Travis County, Texas and in Vol. 2919, Page 160, Official Public Records, Hays County, Texas, that certain Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD, recorded under Document No. 2006149175 in the Official Public Records of Travis County, Texas and in Vol. 2980, Page 833, Official Public Records, Hays County, Texas, that certain Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD recorded in Document No. 2006165808, Official Public Records, Travis County, Texas and Under Volume 2993, Page 795, Official Public Records, Hays County, Texas, that certain Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD recorded in Document No. 2007194916, Official Public Records, Travis County, Texas and Under Volume 3272, Page 72, Official Public Records, Hays County, Texas, that certain Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD recorded in Document No. 2010018807, Official Public Records, Travis County, Texas and Under Volume 3822, Page 503, Official Public Records, Hays County, Texas, that certain Tenth Amendment to Master

Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD recorded in Document No. 2011160646, Official Public Records, Travis County, Texas and Under Volume 4224, Page 824, Official Public Records, Hays County, Texas, that certain Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD recorded in Document No. 2014103007, Official Public Records, Travis County, Texas and Under Volume 4971, Page 739, Official Public Records, Hays County, Texas, and that certain Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Bear Lake PUD recorded in Document No. 2014119822, Official Public Records, Travis County, Texas and Under Volume 4995, Page 729, Official Public Records, Hays County, Texas and (collectively, the “Master Declaration”).

B. Pursuant to *Section 8.13* of the Master Declaration, Circle C assigned its rights as the “Declarant” under the Master Declaration to the Declarant in that certain Assignment of Declarant’s Rights and Amendment to Declaration of Covenants, Conditions, Restrictions and Easements [Bear Lake PUD], recorded under Document No. 2005151012, Official Public Records of Travis County, Texas and in Vol. 2789, Page 23, Official Public Records, Hays County, Texas.

C. Pursuant to *Section 8.03* of the Master Declaration, Declarant, acting alone, is entitled to amend the Master Declaration by executing, acknowledging, and recording a written instrument in the Official Public Records of Travis and Hays Counties, Texas. Pursuant to that authority, Declarant desires to amend the Master Declaration as set forth below.

NOW, THEREFORE, Declarant amends the Master Declaration as follows:

1. **Definitions.** Each capitalized term used in this Amendment will have the meaning assigned to such term in the Master Declaration, unless the context hereof otherwise requires or provides.

2. **Repair and Maintenance.** *Section 2.11* of the Master Declaration is hereby amended to include the following provision:

“(xi) Residents will comply with the City of Austin watering schedule and restrictions.”

3. **Exterior Lighting.** The second sentence of *Section 2.27* of the Master Declaration is hereby amended to read as follows:

“Holiday lighting may be displayed on a residence and Lot for the period from November 15th until January 15th.”

4. **Fences.** The second to last sentence of *Section 2.32* of the Master Declaration is hereby amended to read as follows:

“Wood fencing shall be installed with the finished side on the side of the fence facing each street from which the fence is visible.”

5. **Landscaping.** *Section 2.33* of the Master Declaration is hereby deleted in its entirety and the following is substituted in its place:

“Each Owner shall be required to install landscaping upon such Owner’s Lot in accordance with landscaping plans approved in advance of installation by the Architectural Control Committee. Notwithstanding any provision in this Master Declaration to the contrary, such landscaping plans must be approved by the Architectural Control Committee prior to occupancy of the single family residential structure located on the Lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Architectural Control Committee shall be installed, and all such landscaping shall be completed, on or before ninety (90) days after the residential structure is capable of occupancy (which shall be determined by the Architectural Control Committee), unless a variance is obtained pursuant to this Master Declaration. Side and rear yards must be stabilized by seeding and/or sod prior to removal of required erosion control. From and after the date of this Thirteenth Amendment, side and rear yard turf species may be zoysia, bermuda, buffalo grass or other water conserving turf grasses approved in advance by the Architectural Control Committee. St. Augustine grass is not permitted. In addition to any other trees or landscaping required by the Architectural Guidelines or the Architectural Control Committee, the front yard of each Lot shall be fully irrigated and sodded with a grass of a type approved in advance by the Architectural Control Committee and the landscaping on each Lot shall include the installation of at least two (2) 3” caliper trees in the front yard, unless otherwise approved by the Architectural Control Committee; provided, however, for corner Lots, two (2) 3” caliper trees shall be required to be installed in the side yard adjacent to the street in addition to the required front yard trees. The requirements of the foregoing sentence may be satisfied by the existence of trees which meet the criteria specified in this section subsequent to construction of a single-family residence on the Lot; provided, however, that the determination of any credit for existing trees shall be determined by the Architectural Control Committee, in its sole and absolute discretion. The trees required by this provision shall be selected from a plant materials list approved by the Architectural Control Committee. The Architectural Control Committee or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement.”

6. **Miscellaneous.** Unless expressly amended by this Amendment, all other terms and provisions of the Master Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the date this Amendment has been recorded in the Official Public Records of Hays County and Travis County, Texas.

DECLARANT

MERIDIAN DEVELOPMENT, L.P.,
a Texas limited partnership

By: MERIDIAN DEVELOPMENT MANAGEMENT, L.L.C.,
a Texas limited liability company, General Partner

By: CIRCLE C LAND, L.P.,
a Texas limited partnership, Manager

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

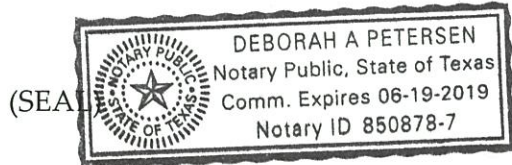
By: STRATUS PROPERTIES INC.,
a Delaware corporation, Sole
Member

By: *Erin D. Pickens*
Erin D. Pickens
Senior Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 1st, 2018, by Erin D. Pickens, Senior Vice 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, Manager of Meridian Development Management, L.L.C., a Texas limited liability company, General Partner of Meridian Development, L.P., a Texas limited partnership, on behalf of said corporation, limited liability companies and limited partnerships.



[Signature]
Notary Public Signature

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a Texas limited partnership

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By: CIRCLE C LAND, L.P.,
a Texas limited partnership, Manager

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

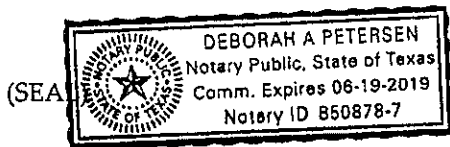
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[Signature]
Notary Public Signature

{W0766961.4}

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a Texas limited partnership

By: MERIDIAN DEVELOPMENT MANAGEMENT, L.L.C.,
a Texas limited liability company, General Partner

By: CIRCLE C LAND, L.P.,
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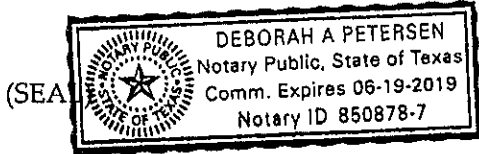
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[Signature]
Notary Public Signature

{W0766961.4}



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

May 02 2018 03:02 PM

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