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Hays County Texas  
Liz Q. Gonzalez  
County Clerk

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Parties:

Direct- MERIDIAN DEVELOPMENT LP  
Indirect-

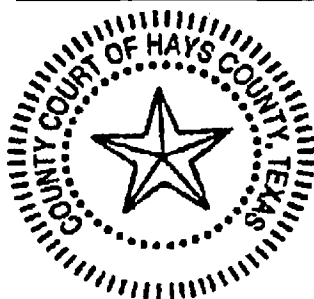
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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

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I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Liz Q. Gonzalez*

Liz Q. Gonzalez, County Clerk

**AFTER RECORDING, RETURN TO:**

Joshua D. Bernstein, Esq.  
Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

**BEAR LAKE PUD**  
**TWELFTH 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.

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

This Twelfth 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, and 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 (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 Mater Declaration, unless the context hereof otherwise requires or provides.

2. **Applicability of this Amendment.** The purpose of this amendment is to amend certain restrictions set forth in the Master Declaration, but only as to the portion of the Property described on Exhibit “A”, attached hereto and incorporated herein by reference (the “**Applicable Tract**”). The terms and provisions of this Amendment shall apply only to the Applicable Tract, and shall not apply to any other portion of the Property.

3. **Roof Pitch.** The terms and provisions set forth in *Section 2.01(c)* of the Master Declaration shall not apply to the Applicable Tract. In lieu thereof, as to each residence constructed within the Applicable Tract, the roof of such residence shall conform with the following criteria and restrictions: (i) all roofing material and roof pitch must be approved in advance by the Architectural Control Committee; and (ii) all roofs shall be constructed of clay or concrete tile, non-reflective metal, slate, or 30 year warranty (or greater) composition asphalt shingles.

4. **Garages.** As to the Applicable Tract only, in addition to the terms and provision set forth in *Section 2.01(d)* of the Master Declaration, to the extent that any three-car garage is constructed on a Lot within the Applicable Tract, one of the garage doors shall be distinguished from all other doors with a massing break and shall be set back from the other garage doors (in each case in a manner approved in advance by the Architectural Control Committee).

5. **Minimum Square Footage.** The terms and provisions set forth in *Section 2.01(e)* of the Master Declaration shall not apply to the Applicable Tract. However, the Applicable Tract shall be subject to the following terms and provisions: (i) the minimum floor area for any residence constructed within the Applicable Tract shall be two thousand five hundred (2,500) square feet; and (ii) there shall be no restriction on the maximum floor area for any residence constructed within the Applicable Tract. The calculation of the floor area shall be exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, and shall be measured from outside brick to outside brick.

6. **Masonry.** The terms and provisions set forth in *Section 2.01(f)* of the Master Declaration shall not apply to the Applicable Tract. In lieu thereof, as to each residence constructed within the Applicable Tract, the exterior walls of thereof shall consist of one-hundred percent (100%) masonry, including stone, brick or stucco, and excluding cementitious siding products (i.e., "Hardi-Plank" or "Hardi-Panel").

7. **Sport Courts and Playscapes.** The terms and provisions set forth in *Section 2.26* of the Master Declaration shall not apply to the Applicable Tract. In lieu thereof, the terms and provisions set forth below shall apply.

Tennis, recreational and/or sport courts, and playscapes or similar recreational facilities shall be permitted within the Applicable Tract only with the prior approval of the Architectural Control Committee. In the event a tennis, recreational and/or sport court, or playscape is approved by the Architectural Control Committee, no exterior lighting thereof shall be permitted.

8. **Fences.** The terms and provisions set forth in *Section 2.32* of the Master Declaration shall not apply to the Applicable Tract. In lieu thereof, the terms and provisions set forth below shall apply.

No fence shall be constructed on any Lot within the Applicable Tract without the prior written consent of the Architectural Control Committee. The height and location of all fences on Lots within the Applicable Tract must be approved in advance by the Architectural Control Committee and all such fences must strictly comply with the requirements of the Architectural Guidelines. Except as otherwise approved in advance by the Architectural Control Committee, all fencing on any Lot within the Applicable Tract must be constructed of wrought iron. In no event will any "builder-grade" wood fencing be permitted. Chain link fencing located on a Lot, other than temporary construction fencing or dog runs approved in advance by the Architectural Control Committee, is expressly prohibited.

9. **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.

[SIGNATURE PAGE FOLLOWS]

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

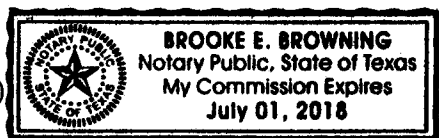
By: *Erin D. Pickens*  
Erin D. Pickens  
Senior Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 11, 2014, 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.

(SEAL)



*Brooke E. Browning*  
Notary Public Signature

**EXHIBIT "A"**

Meridian, Section F, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200900017, in the Official Public Records of Travis County, Texas, and in Volume 15, Pages 91-96, Plat Records of Hays County, Texas