

**FOURTH AMENDMENT  
TO COVENANTS, CONDITIONS AND DEED RESTRICTIONS  
FOR SIESTA SHORES SUBDIVISION, SECTION ONE**

[For purposes of clarity, amendments from the Original Restrictions, dates of all amendments to the present date, including Amendments dealing with Section II and Section II-A (when they make reference to Section One), have been incorporated into the document submitted below. Even though some paragraphs have been amended several times, only the most recent amendments are shown below in order to furnish information which is currently applicable.

All paragraphs which have been amended have the date of the amendment noted before each. All paragraphs which have no notations or amendment dates, have remained as they were listed in the original 1963 document.]

[Voted on by Siesta Shores Property Owners to become effective August 1, 1998]

THE STATE OF TEXAS    )  
                                  )    **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF TRAVIS    )

August 1960 Marvin E. Bell purchased subject /  
property along with all easements (plat attached to /  
document (filed in Book 3, Pg. 340), Travis County /  
Records, Vol. 2217, Pg. 151 /

8/22/60 - Plats stating Bell's dedication of all streets, /  
and roads in 90.02 acre tract and 60.22 acres; designa- /  
tion of parks; dedication of 5 ft. easement along sides /  
and rear of all lots for utilities; and a note that every /  
house in subdiv. should be connected to a septic tank /  
approved by Texas Health Dept.; to be known as Siesta /  
Shores, Section One; Travis County Deed Records, /  
Book 3, Pg. 340. (Also refer to Travis County Plat /  
Records, Book 11, Pg. 71 /

9/10/63 - Original Deed Restrictions, Covenants, and /  
Conditions, Travis County Records Vol. 2648, Pg. 174 /

That we, Alfred Lehtonen and Marvin E. Bell of Austin, Travis County, Texas, being the sole owners of all lots except Lot Nos. 4, 13, 14, 18 in Block A; Lot Nos. 1 and 3 in Block B; Lot No. 6 in Block C; Lot No. 5 in Block D; Lot No. 11 in Block E; Lot Nos. 1 and 4 in Block F; Lot Nos. 1 and 2 in Block G; and, Lot Nos. 1, 4 through 7, and 9 through 12 in Block H *[for reference information relevant to*

*these lots and blocks, refer to Addendum information beginning on Page 12 of this document*], which have heretofore been previously sold in Siesta Shores, Section I, a subdivision in Travis County, Texas, according to the map or plat of said subdivision of record in Book 11, Page 71 of the Plat Records of Travis County, Texas, herein impose the following covenants, conditions and restrictions upon all of said remaining lots.

6/28/85 - Amendment to orig. Restrictions; /  
Travis County Deed Records Vol. 09231, /  
Pg. 0813 /

WHEREAS, SIESTA SHORES, SECTION ONE, a subdivision consisting of 90.02 acres of land, more or less, out of the J. B. Milam Survey, A-643, J. Burleson Survey, A-65 and the Beaty, Seale and Forwood Survey, A-46, Travis County, Texas, was created as shown and more fully described in a plat recorded in Book 11, Page 71, Plat Records of Travis County, Texas;

WHEREAS, in an election held on or about June 8, 1985, the lot owners ("the lot owners") in Siesta Shores, Section One, voted to change the aforesaid covenants, conditions and restrictions affecting the lot owners as provided in Paragraph XII of the instrument [states lot owners have authority to make amendments], the lot owners voting to change and amend Paragraph IV, Paragraph VIII and Paragraph XII of the instrument; and

WHEREAS, the lot owners also voted to allow the President of the Siesta Shores Property Owner's Association to execute any and all documents necessary to carry out the aforesaid approved changes in the Covenants, Conditions and Restrictions on behalf of the lot owners of Siesta Shores, Section One;

9/17/92 - 2nd Amendment to Restrictions; /  
Travis County Property Records, Vol. /  
11774, Pg. 0571. (Section II) /

WHEREAS, SIESTA SHORES, SECTION II, a subdivision consisting of 46.61 acres of land, more or less, out of the J. Burleson Survey, A-65, Travis County, Texas, was created as shown and more fully described in a plat recorded in Book 86, Page 10-D, Plat Records of Travis County, Texas [Section II having adopted their own set of covenants and restrictions]; and

WHEREAS, pursuant to the terms of a Settlement Agreement dated September 17, 1992, by and between the Siesta Shores Property Owners Association on behalf of the lot owners in Siesta Shores, Section One ("Section One Owners") and Debco, a partnership consisting of Davorin Jutraz Jordan and Edward F.

Jordan ("Debco") as the owners of the lots in Siesta Shores, Section II ("Section II Owners"), the Section One Owners voted to amend the Deed Restrictions to permit the Section II Owners access to certain parks located in Siesta Shores, Section One upon certain conditions, payments and restrictions; and

WHEREAS, the Section One Owners also voted to allow the President of the Siesta Shores Property Owners Association as their attorney-in-fact to execute any and all documents necessary to carry out the terms of the Settlement Agreement and approved amendments to the Deed Restrictions on behalf of the Section One Owners;

11/2/94 - 3rd Amendment to Covenants . . . ; /  
(Section II-A / Miller ) /

WHEREAS, SIESTA SHORES, SECTION II-A, consisting of 7.72 acres, more or less, out of the J. Burleson Survey, A-65, Travis County, Texas, was created as shown and more fully described in Volume 7694, Page 453, and Volume \_\_\_, Page \_\_\_, Deed Records, Travis County, Texas; and

WHEREAS, pursuant to the terms of a Settlement Agreement dated November 2, 1994 by and between the Siesta Shores Property Owners Association on behalf of the lot owners in Siesta Shores, Section One ("Section One Owners") and Sheryl Ann Miller and Kathy Lee Miller as sole owners of the lots in Siesta Shores, Section II-A ("Section II-A Owners"), the Section One Owners voted to amend the Deed Restrictions to permit the Section II-A Owners access to certain parks located in Siesta Shores, Section One upon certain conditions, payments and restrictions; and

NOW, THEREFORE, we the current lot owners in Siesta Shores, Section One, a subdivision in Travis County, Texas, more fully described in the map or plat of said subdivision filed for record in Book 11, Page 71, Plat Records of Travis County, Texas, by and through the duly elected president of the Siesta Shores Property Owners Association do hereby agree that the Deed Restrictions appearing of record against the lots in Siesta Shores, Section One, dated September 10, 1963 as referenced above, and recorded in Volume 2648, Page 174, Deed Records of Travis County, Texas, and which covenants, conditions, and restrictions were amended by Amendment dated June 28, 1985, recorded in Volume 09231, Page 0813, Real Property Records of Travis County, Texas, and which covenants, conditions, and restrictions were amended by Second Amendment dated September 17, 1992, recorded in Volume 11774, Page 0571, Real Property Records of Travis County, Texas, and which covenants, conditions, and restrictions were amended by Third Amendment November 2, 1994; and

WHEREAS, in an election held on or about July 11, 1998, the lot owners in Siesta Shores, Section One, as provided for in Paragraph XII of Covenants, Conditions and Deed Restrictions, voted to amend the aforesaid covenants, conditions and restrictions (herein sometimes referred to as the "Fourth Amended Deed Restrictions") affecting the lot owners, which shall be effective on the 1st day of August, 1998.

NOW, THEREFORE, WE, the current lot owners of Siesta Shores, Section One, a subdivision in Travis County, Texas, more fully described in the map or plat of said subdivision filed for record in Book 11, Page 71, Plat Records of Travis County, Texas, do hereby agree that the instrument creating covenants, conditions and restrictions against the lots in Siesta Shores, Section One, the instrument being dated September 10, 1963, and being recorded in Volume 2648, Page 174, Deed Records of Travis County, Texas; and as amended in Amendment to Covenants, Conditions and Deed Restrictions dated June 28, 1985, recorded in Volume 09231, Page 0813, Real Property Records of Travis County, Texas; as amended in the Second Amendment to Covenants, Conditions and Deed Restrictions dated September 17, 1992, recorded in Volume 11774, Page 571, Real Property Records of Travis County, Texas; and as amended by Third Amendment to Covenants, Conditions and Deed Restrictions dated effective November 2, 1994, SHALL BE AMENDED AS FOLLOWS: Paragraph I shall be deleted in its entirety and the following Paragraph I shall be substituted in its place:

Effective 8/1/98 by vote of SSPOA, /  
Para. I was amended and the following /  
Para. I was substituted in its place. /

I.

All said lots, except as provided for in Paragraph II hereof, shall be used for residential purposes only, not exceeding one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any said lots, except businesses totally contained in the home. Such home-based businesses will be allowed, provided there are no signs, commercial structures, or exterior evidence, including no significant increase in neighborhood traffic. No retail businesses are allowed.

II.

Lot Nos. 1 - 3, Block C of said subdivision may be used commercially for the purposes of constructing, maintaining, and operating a fishing dock and boat house with boat slips and storage facilities and in connection therewith, sell and service

boats, marine accessories, and fishing supplies, sell food and beverage items for human consumption, except beer and other alcoholic beverages, dispense petroleum products for boat usage only and do whatsoever may be requisite and necessary for the efficient operation of a boat "marina".

III.

No dwelling shall be constructed on any lot having less than 600 square feet of living area under roof excluding covered porches, carports and garages.

On 6/28/85 Para. IV was amended /  
and the following Para. IV was /  
substituted in its place. /

IV.

All improvements shall be constructed in a neat and sightly maner with all plans and locations of improvements being first approved in writing by the Architectural Review Committee to be appointed from time to time by the Board of Directors of the Siesta Shores Property Owner's Association.

V.

No tent, shack, mobile home, or house trailer shall be placed, erected, or be permitted to remain on any of said lots as a residence nor shall any structure of any temporary character be used at any time as a residence.

VI.

No horses, cows, sheep, goats, swine or livestock or poultry of any kind shall be kept on the premises.

VII.

No dwelling constructed in this subdivision shall be serviced other than by a septic tank of a suitable design approved by the State Health Department of Texas.

On 6/28/85 Para. VIII was amended; /  
Travis County Property Records, /  
Vol. 09231, Pg. 0813 /

On 9/17/92 Para. VIII was amended; /  
2nd Amendment to covenants, . . . /  
Travis County Records, Vol. 11774, /  
Pg. 0571. /

On 11/2/94 Para. VIII was amended /  
and the following Para. VIII was /  
substituted in its place /

### VIII.

Those certain areas designated as "North Park" and "South Park" on the plat of Siesta Shores, Section One, recorded in Book 11, Page 71 of the Plat Records of Travis County, Texas, are hereby dedicated to the use, benefit and enjoyment of the lot owners in Siesta Shores, Section One ("Section One Owners"), said parks to be used for boat launching, swimming, picnicing and other similar recreational activities, provided, however, that no structures of any type shall be erected on said Parks or the shoreline thereof and further provided that the legal owners of the 41 lots currently platted as Siesta Shores, Section II, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 86, Page 10-D, Plat Records of Travis County, Texas ("Section II Owners") and further provided that the legal owners of the lots (currently 3 lots, but to be subdivided into a total of 4 lots, maximum) in Siesta Shores, Section II-A, ("Section II-A Owners") more fully described in Volume 7694, Book 453, Deed Records, Travis County, Texas and Volume \_\_\_\_, Page \_\_\_\_, Real Property Records, Travis County, Texas shall be allowed a right of way upon and across the North Park and South Park (collectively referred to herein sometimes as the "Parks") to use and enjoy the Parks (including the right to use any boat launching facilities located on or appurtenant to the Parks and any boat docks that may be constructed on the Parks in the event these Deed Restrictions are ever amended to allow any such structure) in the same manner as the Section One Owners upon the following terms and conditions:

**(a) KEYS TO THE PARKS.**

Section II Owners and Section II-A Owners will be allowed access to the Parks only after furnishing appropriate evidence of their ownership of a lot in Siesta Shores, Section II or their ownership of a lot in Siesta Shores, Section II-A and making a Fifty Dollar (\$50.00) key deposit with the Siesta Shores Property Owners Association ("Association") or such other amount as determined by the Association, which will entitle each Section II Owner and each Section II-A Owner to one key to the locks securing entrance to the Parks, which key may not be duplicated and which key must be returned to the Association upon sale or transfer

of their ownership interest in the lot or lots in Siesta Shores, Section II or Siesta Shores, Section II-A.

**(b) RULES OF CONDUCT.**

All Section II Owners and all Section II-A Owners, now and in the future, will abide by the rules of conduct in the Parks as may be set forth from time to time by the Association, providing such rules do not unreasonably restrict or limit the access of the Section II Owners or the Section II-A Owners to the Parks or discriminate in the usage permitted Section One Owners, Section II Owners and Section II-A Owners, except that Section One Owners only, shall be allowed to burn brush and debris in the Parks.

**(c) MAINTENANCE FEES AND ASSESSMENTS.**

Section II Owners and Section II-A Owners shall pay to the Association an annual fee of \$35.00 per lot per year for access to the Parks; however, the assessments may be increased as provided in the amendment to Protective Restrictions and Covenants for Siesta Shores, Section II dated effective June 26, 1992 and recorded in Volume 11774, Page 555, Real Property Records, Travis County, Texas, and the assessments may be increased as provided in the amendment to Protective Restrictions and Covenants for Siesta Shores, Section II-A dated effective 1994 and recorded in Volume \_\_\_\_, Page \_\_\_\_, Real Property Records, Travis County, Texas; and any Section II Owner or any Section II-A Owner who fails to make timely payment of such fees shall be denied access to the Parks and shall promptly deliver to the Association or the Association's representative any and all keys permitting such Section II Owner or Section II-A Owner access to the Parks; in addition, Debco shall be required to pay only one such fee per year even though it may own more than one lot, but should be issued only two (2) keys to the Parks which keys may not be duplicated; in addition, Sheryl Ann Miller and Kathy Lee Miller shall be required to pay only two such fees per year even though they may own more than one lot, but should be issued one key apiece (two keys total) to the Parks, which keys may not be duplicated;

**(d) BUILDING AND PROPERTY RESTRICTIONS.**

Section II Owners, their respective successors, heirs and assigns must enforce and maintain building restrictions and property restrictions for Siesta Shores, Section II according to the plat of said subdivision; and, Section II-A Owners, their respective successors, heirs and assigns must enforce and maintain building restrictions and property restrictions for Siesta Shores, Section II-A according to the amended Protective Restrictions and Covenants for Siesta Shores, Section II-A filed of record in Volume \_\_\_\_, Page \_\_\_\_, Real Property Records, Travis County, Texas; which both restrictions for Siesta Shores, Section II and Siesta

Shores, Section II-A are as stringent or more stringent than the current building and property restrictions affecting lots in Siesta Shores, Section One, which restrictions are more specifically described in an instrument dated September 10, 1963 and recorded in Volume 2684, Page 174, Deed Records of Travis County, Texas; as amended in Amendment to Covenants, Conditions and Deed Restrictions dated June 28, 1985, recorded in Volume 09231, Page 0813, Real Property Records, Travis County, Texas; as amended in a Second Amendment to Covenants, Conditions and Deed Restrictions dated September 17, 1992, recorded in Volume 11774, Page 0571, Real Property Records, Travis County, Texas; and as amended by Third Amendment to Covenants, Conditions and Deed Restrictions dated effective November 2, 1994.

**(e) VOTING RIGHTS AND RIGHTS TO ACCESS.**

Section II Owners and Section II-A Owners shall not be allowed to be voting members of the Association or have any voting rights or other rights regarding matters affecting lots or lot owners in Siesta Shores, Section One; nor shall the Section II Owners, nor shall the Section II-A Owners acquire any property rights in the Parks other than the permanent right of access to the Parks upon the terms and conditions set forth herein and further provided that the right-of-way to the Parks granted herein to the Section II Owners shall be limited to the legal owners of the 41 approximately one-acre lots currently platted by Debco as Siesta Shores, Section II in Book 86, Page 10-D, Plat Records of Travis County, Texas, and access to the Parks by Section II Owners may not be increased even if the lots in Siesta Shores, Section II are further subdivided, decreased in size or increased in number; and further provided that the right-of-way to the Parks granted herein to the Section II-A Owners shall be limited to the legal owners of the lots in the 7.72 acre tract referred to as Siesta Shores, Section II-A as recorded in Volume 7694, Page 453, Real Property Records, Travis County, Texas and as recorded in Volume \_\_\_, Page \_\_\_, Real Property Records, Travis County, Texas, of which currently there are 3 approximately one-plus acre lots, of which the largest 5.315 acre lot might be further subdivided into two lots maximum; therefore, the right-of-way to the Parks granted herein to the Section II-A Owners shall be limited to the legal owners of the possible 4 lots total, (i.e., No more than a total of 4 keys could be issued to Section II-A Owners, one per lot), and access to Parks by Section II-A Owners may not be increased (with exception to the possible subdivision of the 5.315 acre lot referred to above, only) even if the lots in Siesta Shores, Section II-A are further subdivided (with the exception of the 5.315 acre lot), decreased in size or increased in number; and



**(f) NAME REFERENCES.**

References to the Association or Siesta Shores Property Owners Association herein shall be construed to mean the governing authority or entity created or organized by the lot owners in Siesta Shores, Section One, regardless of whether the authority or entity is actually called the Siesta Shores Property Owners Association and if no such authority or entity exists, all references to the Association herein shall mean the Section One Owners. The Association shall pay taxes and other assessments made against the Parks or other common areas and shall exercise control over the Parks for the common enjoyment and benefit of Section One Owners in accordance with the Deed Restrictions as amended herein or as they may be amended from time to time. The Association shall have the power to enforce restrictions and covenants applicable to property located in Siesta Shores, Section One on behalf of the Section One Owners and shall have the power to enforce the deed restrictions (as amended herein and as amended from time to time) against the Section One Owners and Section II Owners and shall have the authority to execute any and all documents, contracts or instruments approved by the Section One Owners.

**IX.**

It is specifically represented that Blocks A and B and portions of Blocks C and D of said subdivision are located below the 715 contour line of Lake Travis.

**X.**

An easement of five (5) feet is reserved along the rear and side lines of all lots for utility installation and maintenance.

**XI.**

The foregoing provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all parties acquiring any of said lots in Siesta Shores, Section I, whether by descent, devise, purchase, or otherwise, and every person by the acceptance of title to any of said lots of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants which shall be binding until January 1, 1978 [or, as amendments are made in accordance with the Deed Restrictions as amended herein or as they may be amended from time to time].

On 6/28/85 Para. XII was amended /  
and the following Para. XII was /  
substituted in its place. /

**XII.**

On and after January 1, 1978, the foregoing conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten (10) years unless changes in whole or in part are approved by a vote of the majority of the then owners of lots in Siesta Shores, Section One, each lot entitled to one (1) vote.

**XIII.**

If any person or persons shall violate or attempt to violate any of the said conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of said lots to prosecute proceedings at law or in equity against the person or persons violating or attempting such violation to prevent him or them from so doing or to recover damages for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

**EXCEPT AS AMENDED HEREINABOVE**, the covenants, conditions and restrictions appearing in the instrument dated September 10, 1963, recorded in Volume 2648, Page 174, Deed Records of Travis County, Texas; as amended by Amendment to Covenants, Conditions and Deed Restrictions dated June 28, 1985, recorded in Volume 09231, Page 0813, Real Property Records of Travis County, Texas; as amended by Second Amendment to Covenants, Conditions and Deed Restrictions dated September 17, 1992, recorded in Volume 11774, Page 0571, Real Property Records of Travis County, Texas; and as amended by Third Amendment to Covenants, Conditions and Deed Restrictions dated November 2, 1994; and, as amended in current document, Fourth Amendment to Covenants, Conditions and Deed Restrictions, voted on by the majority of lot owners in Siesta Shores, Section

**ADDENDUM**

**SIESTA SHORES, SECTION ONE FOURTH AMENDMENT  
TO COVENANTS, CONDITIONS AND DEED RESTRICTIONS**

[For informational and historical purposes the following information relating to the twenty-two (22) lots listed in the first paragraph of this document is provided as an addendum. These lots were sold prior to the 1963 sale and plat of the Siesta Shores, Section I Subdivision. Volume and page numbers of recorded documents of most, if not all, deeds of sale are listed stating the governing restrictions on each transfer to new owner. Complete property records may be obtained from the Travis County Clerk's Office.]

THE STATE OF TEXAS        )  
  )  
COUNTY OF TRAVIS        )

THAT I, M. E. BELL, of Travis County, Texas, . . . HAVE GRANTED, SOLD AND CONVEYED, . . . all that certain lot, tract or parcel of land lying and being situated in Travis County, Texas, and known and described as follows, to-wit:

TO HAVE AND TO HOLD THE [below] described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the Grantees . . . named, their heirs or assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to all valid restrictions and easements which are of record applicable to the property hereby conveyed, and this conveyance is made further subject to the following restrictions, covenants and conditions:

1. The premises shall be used only for a lodge, home or cabin site and not for any business or commercial purposes.
2. All improvements shall be constructed in a neat and sightly manner, with all plans and locations of improvements being first approved by J. W. Hill and M. E. Bell, or their appointed representative, and no used lumber, used windows or doors shall be used in an exposed manner unless approved by J. W. Hill and M. E. Bell, or their appointed representative.
3. No lodge, home or cabin shall be constructed on any lot having less than six hundred (600) square feet of living area under roof, excluding covered porches.
4. No horses, cows, sheep, goats, swine or livestock of any kind shall be kept on the premises.
5. All sanitary facilities shall be of a design approved by the State Health Department.
6. It is understood and specifically represented by Grantor that Blocks A and B and portions of Blocks C and D are located below the 715 foot contour line.

One to become effective August 1, 1998 and signed on or about May 1st, 2000; shall remain in full force and effect, AND they are HEREBY RATIFIED AND CONFIRMED.

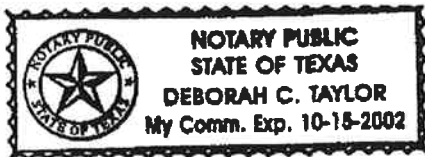
**SIESTA SHORES, SECTION ONE  
PROPERTY OWNERS ASSOCIATION**

*Chella Judd*

By: **Chella Judd**  
**Acting President of Siesta Shores**  
**Property Owners Association**  
**Attorney-in-Fact**

STATE OF TEXAS        )  
  )  
COUNTY OF TRAVIS    )

This instrument was acknowledged before me on the 30th day of April, 2000, by Chella Judd, Acting President of Siesta Shores Property Owners Association, as attorney-in-fact on behalf of the Siesta Shores, Section One Lot Owners.



*Deborah C Taylor*  
Notary Public In and For The State of Texas

Please print name: Deborah C Taylor  
My commission expires: 10-15-2002

7. An easement of five feet is reserved along the rear and side line of all lots for utility installation and maintenance.

1. Lot No. Four (4), in Block A of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 5/30/62 (Bell to Horne), recorded in Vol. 2465, Pg. 389 (restrictions listed as per above);  
and by instrument dated 12/4/91 (Spell to Hellman), recorded in Vol. 11577, Pg. 0883 (contains language stating, "... subject to any and all validly existing restrictions, ... conditions, covenants, easements ...").
2. Lot No. Thirteen (13), in Block A of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 9/12/60 (Bell to Grigsby), recorded in Vol. 2277, Pg. 342 (restrictions listed as per above);  
and instrument dated 3/28/61 (Grigsby to Patton), recorded in Vol. 2278, Pg. 28 (restrictions listed as per above);  
and Deed of Trust instrument dated 5/1/74 (N. Sedwick to R. Sedwick), recorded in Vol. 4909, Pg. 544.
3. Lot No. Fourteen (14), in Block A of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 12/21/61 (Bell to Child), recorded in Vol. 2405, Pg. 143 (restrictions listed as per above);  
and instrument dated 7/22/69 (Watson to Eklund), recorded in Vol. 3711, Pg. 540 (contains language stating, "... subject to all valid restrictions and easements which are of record applicable to the property hereby conveyed").
4. Lot No. Eighteen (18), in Block A of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 9/25/60 (Bell to Sedwick), recorded in Vol. 2369, Pg. 1 (restrictions listed as per above);  
and instrument dated 7/1/93 (Sedwick to Dixon), recorded in Vol. 11970, Pg. 2857 (contains language stating, "... all presently recorded restrictions, reservations, covenants, conditions ...").
5. Lot No. One (1), in Block B of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 9/8/61 (Bell to Klingeman (?)), recorded in Vol. 2368, Pg. 450 (language stating, "... subject, however, to all valid restrictions and easements which are of record ...").
6. Lot No. Three (3), in Block B of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 5/10/63 (Bell to Lindsey), recorded in Vol. 2598, Pg. 422 (restrictions listed as per above).
7. Lot No. Six (6), in Block C of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 7/21/61 (Bell to Taylor), recorded in Vol. 2322, Pg. 338 (restrictions listed as per above).
8. Lot No. Five (5), in Block D of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 1/22/63 (Bell to Stewart), recorded in Vol. 2570, Pg. 483 (restrictions listed as per above);

and instrument dated 5/24/93 (Stewart to Yarosh), recorded in Vol. 11950, Pg. 0471 (contains language stating, ". . . restrictive covenants recorded in Vol. 2570, Page 483 . . . and in Vol. 11, Page 71 . . .").

9. Lot No. Eleven (11), in Block E of SIESTA SHORES, SECTION ONE (1),  
Being more fully described in instrument dated 8/15/61 (Bell to Wilder), recorded in Vol. 2362, Pg. 519 (contains language stating, ". . . subject, however, to all restrictions and easements which are of record. recorded in Vol. 2322, Pg. 338 . . .").
10. Lot No. One (1), in Block F of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 7/23/62 (Bell to Kanetzky), recorded in Vol. 2500, Pg. 58 (restrictions listed as per above).
11. Lot No. Four (4), in Block F of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 8/28/63 (Lehtonen and Bell to Woods), recorded in Vol. 2670, Pg. 198 (restrictions listed as per above);  
and instrument dated 3/7/75 (R. E. Woods to R. D. Woods), recorded in Vol. 5140, Pg. 923 (contains language stating, ". . . subject, however, to all valid restrictions and/or easements affecting the use of said property as this date reflected by the records of Travis County, Texas.").
12. Lot No. One (1), in Block G of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 7/6/62 (Bell to Moss), recorded in Vol. 2475, Pg. 91 (restrictions listed as per above);  
and in instrument dated 9/5/86 (Dillingham to Coleman), recorded in Vol. 09880, Pg. 0199 (contains language stating, ". . . subject to . . . restrictive covenants affecting the land described . . . in Vol. 11, Pg. 71 . . . and Vol. 2475, Pg. 91 . . .").
13. Lot No. Two (2), in Block G of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 5/8/62 (Bell to Richardson(?)), recorded in Vol. 2454, Pg. 314 (restrictions listed as per above);  
and in instrument dated 3/1/88 (Peppard to Freytag), recorded in Vol. 10603, Pg. 0449 (contains language stating, ". . . subject to easements, rights of way and prescriptive rights , whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property. . .").
14. Lot No. One (1), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 7/10/63 ( Bell to Chitwood), recorded in Vol. 2635, Pg. 191(restrictions listed as per above);  
and in instrument dated 12/1/75 (Powers to Littlejohn), recorded in Vol 5329, Pg. 104.
15. Lot No. Four (4), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 5/16/63 (Bell to Clark), recorded in Vol. 2600, Pg. 441 (restrictions listed as per above);  
and in instrument dated 12/4/80 (Krelger to Shirley), recorded in Vol. 7245, Pg. 1873 (contains language stating, ". . . subject, however, to all valid restrictions and easements which are of record applicable to subject property.").
16. Lot No. Five (5), in Block H of SIESTA SHORES, SECTION ONE (1)

Being more fully described in instrument dated 2/14/63 (Bell to Sedwick), recorded in Vol. 2512, Pg. 639 (restrictions listed as per above);  
and in instrument dated 8/4/67 (Sedwick to The Hart-Davis Company), recorded in Vol. 3333, Pg. 1072 (restrictions listed as per above);  
and in instrument dated 2/11/93 (Hart to Casanova), recorded in Vol. 11872, Pg. 1674 (contains language stating, ". . . all presently recorded restrictions, reservations, covenants, conditions . . . that affect the property. . .").

17. Lot No. Six (6), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 10/7/62 (Bell to Burnett, Sr.), recorded in Vol. 2523, Pg. 2471 (restrictions listed as per above);  
and in instrument dated 2/11/93 (Hart to Casanova), recorded in Vol. 11872, Pg. 1674 (contains language stating, ". . . all presently recorded restrictions, reservations, covenants, conditions . . . that affect the property. . .").
18. Lot No. Seven (7), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 4/16/63 (Bell to McQuown Associates of Travis County, Texas), recorded in Vol. 2577, Pg. 481 (restrictions listed as per above);  
and in instrument dated 3/1/83 (McQuiddy to Loughlin), recorded in Vol. 8033, Pg. 661 (contains language stating, ". . . this conveyance is made and accepted subject to any and all easements, conditions, restrictions, . . . heretofore granted . . .").
19. Lot No. Nine (9), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 10/17/61 (Bell to Grobowsky), recorded in Vol. 2375, Pg. 125 (restrictions listed as per above);  
and in instrument dated 5/16/62 [Deed of Correction] (Bell to Grobowsky), recorded in Vol. 2456, Pg. 457 (restrictions listed as per above);  
and in instrument dated 8/31/90 (Grobowsky to Ray), recorded in Vol. 11264, Pg. 0435 (contains language stating, ". . . this conveyance is made and accepted subject to conditions and restrictions appearing of record in the Real Property Records of Travis County, Texas").
20. Lot No. Ten (10), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 2/6/63 (Bell to Huff), recorded in Vol. 2525, Pg. 639 (restrictions listed as per above);  
and in instrument dated 8/31/90 (Grobowsky to Ray), recorded in Vol. 11264, Pg. 0435 (contains language stating, ". . . this conveyance is made and accepted subject to conditions and restrictions appearing of record in the Real Property Records of Travis County, Texas").
21. Lot No. Eleven (11), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 5/21/62 (Bell to Huey), recorded in Vol. 2466, Pg. 516 (restrictions listed as per above);  
and in instrument dated 12/27/93 (Lusk to Moss), recorded in Vol. 12135, Pg. 2960 (contains language stating, ". . . it is understood and agreed by and between the parties hereto that this conveyance is made subject to any and all . . . restrictions and easements, if any, affecting the above-described property and shown of record among the Real Property Records of Travis County, Texas . . .").

22. Lot No. Twelve (12), in Block H of SIESTA SHORES, SECTION ONE (1)  
Being more fully described in instrument dated 6/6/62 (Bell to Lyceman), recorded in Vol. 2467, Pg. 199 (restrictions listed as per above);  
and in instrument dated 2/28/92 (Edwards to Moss), recorded in Vol. 11633, Pg. 1791 (contains language stating, ". . . this conveyance is made, delivered and accepted subject to . . . all restrictions, covenants . . . conditions and easements of record affecting said property . . .").

All Filed of Record in Travis County, Texas.

Return:

Greg Taylor (SSPOA)  
832 Windy Shores Loop  
Spicewood TX 78669

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

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HAYWOODK \$39 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FOURTH AMENDMENT TO COVENANTS, CONDITIONS  
AND DEED RESTRICTIONS FOR SIESTA SHORES,  
SUBDIVISION, SECTION ONE  
PAGE 16 ——— 8/98

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts additions and changes were present at the time the instrument was filed and recorded