

eff 6.26.92

9.18.1992 SSU (10)

30.00
11

DOC. NO.
92092120

AMENDMENT TO PROTECTIVE RESTRICTIONS AND
COVENANTS FOR SIESTA SHORES SECTION II
SUBDIVISION IN TRAVIS COUNTY, TEXAS

FILM CODE

00004875707

1992

THE STATE OF TEXAS
COUNTY OF TRAVIS

(
(

4:00 PM 2647

33.00 INDX
1 4 09/18/92

KNOW ALL MEN BY THESE PRESENTS:

4:00 PM 2647

3.00 RECM
1 4 09/18/92
26.66-CHK#

That DEBCO, a partnership duly existing under the laws of the State of Texas and composed and consisting of Davorin Jutraz Jordan and Edward F. Jordan as partners, is the owner of the real property in Travis County, Texas, which is described by metes and bounds in the attached exhibit, which is marked EXHIBIT "A" and made a part hereof for all purposes and is further described in the map or plat of Siesta Shores Section II Subdivision, which is recorded in Volume 86 and Page 10-D, Plat Records of Travis County, Texas.

920921.20-DOC#

Said partnership desires to create and carry out a uniform plan for the improvement, development and sale of all the lots in said Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, DEBCO hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements and hereby amends the present restrictions of record in Volume 9413, Page 365, Real Property Records, Travis County, Texas, to apply uniformly to the use, improvement, occupancy and conveyance of all lots in said Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in said Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

PROTECTIVE COVENANTS

- (1) USE No use will be permitted other than for a single-family private residential purpose; there may also be constructed garages, servant's quarters and/or guest

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11774 0555

quarters, so long as the same are used only in conjunction with such single-family, private residence. No part of any structure or lot shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind. No structure shall be converted into or used as a duplex, apartment house or any form of multiple dwelling.

- (2) LOT AREA No part of the property hereby conveyed shall be resubdivided.
- (3) ARCHITECTURAL CONTROL COMMITTEE DEBCO shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of DEBCO. After the initial sale of all of the lots in the Subdivision, or at an earlier time determined by DEBCO, the Architectural Control Committee shall be appointed and administered by the Home Owners Association of Siesta Shores Section II, Inc. The Architectural Control Committee shall have the power necessary and reasonable to perform the acts and enforce the standards indicated below. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. It shall be the purpose of said Committee in reviewing plans, specifications, and plot plans, to insure harmony of the exterior and structural design and quality with existing structures. The Committee shall govern by a plural majority.
- (4) STRUCTURES (a) No dwelling shall be erected or permitted to remain having a floor area of less than 1500 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages unless otherwise approved by the Architectural Control Committee. In no event however, shall the Architectural Control Committee approve the construction of a dwelling of less than 1,500 square feet of floor area unless a dwelling of such size or larger is already in place or under construction on the same lot.

REAL ESTATE BROKERS
TRAVIS COUNTY TEXAS

11774 0556

(b) No improvements shall be placed or altered until the building plans, specifications, and plot plan of the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which may be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(c) No structure shall be used until the exterior thereof, as approved pursuant to subparagraph (b) above, and sanitary sewerage disposal facilities (complying with 14 below) are completely finished.

(d) No dwelling shall be located nearer than twenty (20) feet to any exterior line (i.e., any road easement), nor nearer than ten (10) feet to any interior line, except that:

(e) The set-back lines may be relaxed by decision of the Architectural Control Committee, if the above-prescribed distances are not feasible, considering the terrain of the lot.

(f) No structure shall be placed on any lot which (by reason of high walls or fences, excessive height, specially peaked roof design, etc.) unreasonably will obscure the view of Lake Travis or the surrounding hill country from a dwelling located or reasonably to be located

11774 0557
REAL ESTATE BROKER
TRAVIS COUNTY TEXAS

upon an adjacent tract.

(g) No trailer, tent, shack, garage, barn, or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.

(h) With reasonable diligence, and in all events within one (1) year from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures, building equipment, materials and supplies shall be removed or kept inside the residence.

(i) All improvement shall be constructed in a neat and sightly manner.

(j) No mobile homes or house trailers shall be occupied as dwellings or used as storage facilities or allowed to remain permanently on any lot or become afixed on or to any lot.

- (5) SIGN No for sale or for rent signs may be displayed without the prior written approval of the Architectural Control Committee; and no other type of sign or advertising may be displayed.
- (6) NUISANCES No noxious or offensive activity shall be carried on or maintained, nor shall anything be done or permitted to be done thereon which may be or become a nuisance.
- (7) FIREARMS The use or discharge of firearms is expressly prohibited.
- (8) GARBAGE AND TRASH DISPOSAL The property shall not be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and

sightly condition. During the construction of improvements no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the owner.

- (9) STORAGE OF MATERIALS No building material of any kind shall be placed or stored upon the property except during actual bona fide construction; and then, such material shall be placed within the property lines of the property on which the improvements are to be erected, and after one (1) year from the beginning of construction, shall be removed or be kept within the residence.
- 10) ANIMALS No horses, cows, sheep, goats, swine, poultry, or livestock of any kind may be kept except that house pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not exceed the number usually and reasonably owned by a single family.
- 11) DRAINAGE STRUCTURES Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.
- 12) UNSIGHTLY STORAGE If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No trucks, or unsightly vehicles shall be stored or kept for the purpose of repair except in enclosed garages, carports or storage facilities protected from the view of the public.
- 13) OFF-STREET PARKING Both prior to and after the occupancy of a dwelling, the owner thereof shall provide appropriate space for off-the-road-easements parking for his vehicle or vehicles and for vehicles of his guests.
- 14) SEWERAGE No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Travis. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage

REAL ESTATE BROKER
TRAVIS COUNTY, TEXAS

11774 0560

disposal, meeting the requirements of an approval of the proper governmental authority having jurisdiction with respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any ditch or easement, either directly or indirectly, is prohibited.

- 15) EASEMENTS A perpetual easement is reserved over and across the property for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair and maintain, electric power, water, sewerage, gas, telephone, and similar utility facilities and services; and, so that they may install and repair devices and facilities necessary to insure proper water drainage.
- 16) OIL, GAS, AND MINERAL DEVELOPMENT No oil or gas drilling, oil and gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the property, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained, or permitted upon any part of the property at any time while these restrictions remain in force and effect. These restrictions shall not prohibit the drilling and production of water wells.
- 17) COVENANTS RUNNING WITH THE LAND All of the restrictions, covenants, and easements herein provided shall be covenants running with the land. DEBCO, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies elsewhere provided herein to an injunction either prohibitive or mandatory.

REAL ESTATE RECORDS
TRAVIS COUNTY, TEXAS

11774 0561

- 18) LIABILITY It is stipulated that neither DEBCO, Davorin Jutraz Jordan, or Edward J. Jordan, shall ever be liable for the failure of any purchaser of any of said property or any other person to observe or comply with said restrictions, covenants and easements, or any of them, nor shall they be compelled to institute any proceedings to enforce the observation of or compliance with the same and they do not now have nor shall they ever be charged with or ever have any financial liability, duty, or obligations to do or refrain from doing or to perform or to refrain from performing any act or service or thing of any kind.
- 19) MAINTENANCE FUND "A" Each lot shall be subject to an annual maintenance fund assessment as determined by Architectural Control Committee with the approval of the Home Owners Association of Siesta Shores Section II, Inc., which shall amount to Ninety-five (\$95.00) Dollars per year if a residence has been erected thereon, Seventy-five (\$75.00) Dollars per year if no residence has been erected thereon, payable on or before February 1st, in advance each year. Upon acceptance of any contract or conveyance to any lot in Siesta Shores Section II Subdivision, each grantee, DEBCO, and each of the undersigned, for himself, his heirs and assigns, agrees that each such assessment is a part of the consideration for such contract or conveyance, and shall be, and is hereby secured by a lien on each such lot, such lien being subordinate to any valid recorded lien for the construction of improvements upon such lot or upon the improvements thereon, and shall be payable to Home Owners Association of Siesta Shores Section II, Inc. in Travis County, Texas, or to such other person or corporation as Home Owners Association of Siesta Shores Section II, Inc. may designate by instrument filed of record in the office of the County Clerk of Travis County, Texas, to be used only for the purpose of maintaining or improving the road easements, or doing any other things necessary or desirable to keep the Subdivision neat, clean, and in good order, or

REAL ESTATE RECORDS
TRAVIS COUNTY, TEXAS

11774 0562

which will be for the benefit or enjoyment of the lot owners in the Subdivision generally. Each year after 1985, the amount of the assessment shall be increased in an amount proportionate to the increase in the Consumer Price Index for the preceding year. Each such increased assessment shall be rounded off to the nearest even dollar figure.

MAINTENANCE FUND "B" Each lot shall also be subject to an annual maintenance fund assessment in the initial amount of \$35.00 for the maintenance of the hereinafter described North Park and South Park. Said sum shall be paid to the Siesta Shores Property Owners Association or such other person, corporation or entity as the Association shall designate by instrument filed of record in the office of the County Clerk of Travis County, Texas, on or before February 1 of each calendar year. Upon acceptance of any contract or conveyance to any lot in Siesta Shores Section II Subdivision, each grantee, DEBCO, and each of the undersigned, for himself, his heirs and assigns, agrees that each such assessment is a part of the consideration for such contract or conveyance, and shall be, and is hereby secured by a lien on each such lot, such lien being subordinate to any valid recorded lien for the construction of improvements upon such lot or upon the improvements thereon, and shall be payable to the Siesta Shores Property Owners Association or designate of Travis County, Texas (the "Association"), to be used only for the purpose of maintaining or improving the North Park and South Park which will be the benefit of the owners in the subdivisions generally. The amount of the assessment shall be increased dollar for dollar with any increase in the annual assessment paid by lot Owners in Siesta Shores, Section One ("SECTION ONE OWNERS") for maintenance of the North Park and South Park. Any lot owner who fails to pay the foregoing assessment shall be denied the use of said North Park and South Park, provided, however, that if the sum on deposit in maintenance fund B should exceed \$15,000.00, no assessment for said fund shall be due from or paid by the

Over of on
Lot

11774 0559

REAL ESTATE BROKERS
TRAVIS COUNTY, TEXAS

*

owners of any lot in Siesta Shores Section II ("SECTION II OWNERS") until the balance in said fund falls below \$10,000.00.

All past due assessments, whether for maintenance fund A or B shall bear interest at the rate of 2.5% above the lowest prime rate of interest quoted in the Southwestern Edition of the Wall Street Journal on the 1st day such payment is due or the maximum rate of interest allowed by law, whichever is the lower rate.

- 20) ASSOCIATION MEMBERSHIP All purchasers of a lot or lots and all adult persons, except domestic servants, residing permanently or temporarily in the Subdivision must be members of the Home Owners Association of Siesta Shores Section II, Inc..
- 21) AMENDMENTS Such restrictions and covenants may be amended or change at any time by the affirmative vote of the then owners of at least thirty (30) of the forty-one (41) lots shown by the recorded plat of Siesta Shores Section II Subdivision, evidenced by a written agreement signed and acknowledged by the then owners of at least thirty (30) of such lots; such amendment or change shall become effective upon such written agreement being filed for record in the office of the County Clerk of Travis County, Texas; provided, however, that the person or persons requesting an amendment or change shall bear all expenses in connection therewith, and that no amendment shall place an additional burden or restriction on any lot in the Subdivision where the owner of such lot or lots does not join in such amendment or change, and further provided that no such amendment or change shall be effective as to covenants, restrictions and matters set forth herein insofar as they relate to agreements by and between Section One Owners, Section II Owners and/or Siesta Shores Property Owners Association as described below and as set forth in the Settlement Agreement between Debco and the Section One Owners described below, including, but not limited to Paragraph 2, Paragraph 19(as to Maintenance Fund "B"),

REAL ESTATE
TRAVIS COUNTY, TEXAS

11774 0563

Paragraph 24, Paragraph 25 and Paragraph 26 of this Amendment.

22) PARTIAL INVALIDITY Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc.--all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and DEBCO or such person or entity as it may subsequently appoint, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

23) DURATION OF RESTRICTIONS (a) The restriction and covenants herein provided for and adopted shall remain in full force and effect until December 31, 2005, unless sooner amended as herein provided.

(b) At the end of the term provided in (23)(a) above, and at the end of each of ten (10) year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date of that such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by all the owners of thirty-seven (37) of the forty-one (41) lots within said Subdivision.

24) USE AND ENJOYMENT Lot owners who are not delinquent in the payment of assessment fees shall be entitled to the use and enjoyment of the areas known as North Park and South Park, which areas are legally described as follows:

Those certain areas designated as North Park and South Park in the Plat of Siesta Shores, Section One, a subdivision in Travis County, Texas, according to the map or plat of Record in Book 11, Page 71, Plat Records of Travis County, Texas.

REAL ESTATE RECORDS
TRAVIS COUNTY, TEXAS

11774 0564

The extent of such use and enjoyment shall be limited by the terms of that certain Settlement Agreement between the Siesta Shores Property Owners Association on behalf of the lot owners in Siesta Shores, Section One and Debco as owner of the lots in Siesta Shores, Section II, dated September 17, 1992, and by those certain covenants, conditions and restrictions for Siesta Shores Subdivision, Section One, dated September 10, 1963, recorded in Volume 2648, 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 9231, Page 813, Real Property Records of Travis County, Texas, and as amended in Second Amendment To Covenants, Conditions and Deed Restrictions dated effective September 17, 1992, recorded in Volume _____, Page _____, Real Property Records of Travis County, Texas.

- 25) FUTURE DEVELOPMENT OF RECREATIONAL FACILITIES In the event that any recreational facilities such as a pool, clubhouse, tennis courts, etc. are developed for the benefit of Section II Owners or the land commonly known as Siesta Shores, Section II, such facilities shall be made available for the use of Section One Owners and the Association with rules regarding usage and payment of fees to be the same for Section One Owners as they are for Section II Owners, however, the usage of such facilities and payment of such fees shall not be made mandatory for all Section One Owners and/or the Association, such decisions being left up to the individual owners of each Section One lot and further provided that the right to use any such facilities by Section One Owners shall automatically terminate upon the termination of the right of Section II Owners to use the Parks, and further provided that Section One Owners who wish to participate in or use any such facilities shall share proportionately with the Section II Owners in the costs for the development of such facilities.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11774 0565

26) DEVELOPMENT OF WATER AND/OR WASTEWATER SYSTEM In the event that a water and/or wastewater system shall be developed by Debco or the Section II Owners, their heirs, successors or assigns, the Section One Owners shall have the right and option to participate in and connect to any such system on an individual basis at the same rate and fee structure as being charged to Section II Owners with the same rules of usage governing Section One Owners and Section II Owners, however, it shall not be mandatory for Section One Owners to participate in or be connected to any such system and further provided that each of the participating Section One Owners shall pay a proportionate share of the costs of any such system or systems. The parties also acknowledge that it may be legally or financially impossible to accommodate all Section One Owners in this regard but the determination of such impossibility must be made by mutual agreement of the Section One Owners and Section II Owners.

EXECUTED this 26 day of JUNE, A. D., 1992.

DEBCO, a Texas General Partnership

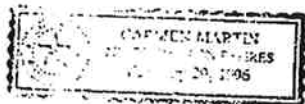
BY: *Davorin Jutraz Jordan*
DAVORIN JUTRAZ JORDAN, PARTNER

BY: *Edward F. Jordan*
EDWARD F. JORDAN, PARTNER

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 26th day of June, 1992 by Davorin Jutraz Jordan, general partner, on behalf of DEBCO, a Texas general partnership.



Carmen Martin
Notary Public, State of Texas
CARMEN MARTIN
Printed or typed name

My Commission Expires: 2/29/96

REAL ESTATE RECORDS
TRAVIS COUNTY, TEXAS

11774 0566

STATE OF Texas {
COUNTY OF Guadalupe }

This instrument was acknowledged before me on the 9th day of July, 1992 by Edward F. Jordan, general partner, on behalf of DEBCO, a Texas general partnership.



Carmen Martin
Notary Public, State of TX

CARMEN MARTIN
Printed or typed name

My Commission Expires: 2-29-96

46.61 ACRES

EXHIBIT 'A'
J. LEROY BUSH

REGISTERED PUBLIC SURVEYOR

2812 No. Lamar

Phone 442-0000

AUSTIN, TEXAS 78704

November 10, 1981

FIELD NOTES TO 46.61 ACRES OF LAND OUT OF THE J. BURLERSON SURVEY NO. 65 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO ALFRED LEHTONEN BY DEED RECORDED IN VOLUME 2684, PAGE 76 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point at an "ell" or interior corner of the G.H. Cox Survey No. 46 in Travis County, Texas, and at the Southwest corner of the J. BurlerSON Survey No. 65 in Travis County, Texas, said point being also at an "ell" or interior corner of that certain 158.24 acre tract of land conveyed to Rox Barnes Covert and Duke Matthews Covert, et ux by deed recorded in Volume 3571 Page 1197 of the Deed Records of Travis County, Texas, and being also at the most Westerly corner of that certain 114.77 acre tract of land conveyed to Dan Covert by deed recorded in Volume 2013, Page 246 of the Deed Records of Travis County, Texas, and at the Southwest corner of that certain (77.41) acre tract of land conveyed to Alfred Lehtonen by deed recorded in Volume 2684, Page 76 of the Deed Records of Travis County, Texas, for the Southwest corner of the herein described tract;

THENCE with the East line of said Cox Survey and a West line of said J. BurlerSON Survey No. 65, being also the West line of said Lehtonen tract, N 14° 35' E 1021.26 feet to a point in the South R.O.W. line of a County Road, for the Northwest corner of this tract;

THENCE with the South R.O.W. line of said County Road, the courses and distances that follow:

Along a curve to the left, the radius of which is 332.67 feet, the arc length of which is 105.86 feet, and the chord of which bears S 86° 08' E 105.42 feet to the point of tangency of said curve,

N 84° 45' E 932.39 feet to a point of curve,

Along said curve to the right, the radius of which is 708.0 feet, the arc length of which is 190.71 feet, and the chord of which bears S 87° 32' E 190.15 feet to the point of tangency of said curve,

S 79° 49' E 319.32 feet to an angle point of said Right-of-Way, for an angle point of this tract,

THENCE with an East line of said County Road Right-of-Way, N 10° 11' E 5.00 feet to a point at an angle point in the Right-of-Way of Highland Hill Drive, for an angle point of this tract;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11774 0568

EXHIBIT "A"
J. LEROY BUSH

REGISTERED PUBLIC SURVEYOR

2813 N.W. LAMAR

PHONE 542 9900

AUSTIN, TEXAS 78704

THENCE with the South R.O.W. line of said Highland Hill Drive the courses and distances that follow:

S 79° 49' E 189.00 feet to a point of curve,

Along said curve to the left, the radius of which is 2428.80 feet, the arc length of which is 101.04 feet, and the chord of which bears S 81° 00' E 101.03 feet to the point of tangency of said curve,

S 82° 12' E 140.09 feet to a point at the Northwest corner of Lot 6, Block "G", Siesta Shores, Section One, according to the map or plat of said subdivision recorded in Book 11, Page 71 of the Plat Records of Travis County, Texas, for the Northeast corner of this tract;

THENCE with the West line of said Lot 6, S 7° 48' W 120.00 feet to the Southwest corner of said Lot 6, for an ell or interior corner of this tract;

THENCE with the South line of said Lot 6, S 72° 42' E 17.46 feet to a point at the Northwest corner of Lot 4, Block "G", for a corner of this tract;

THENCE with the West line of Block "G" in said subdivision, S 30° 16' W 290.75 feet to a point at the Northwest corner of the Right-of-Way of Pin Oak Drive, for an angle point of this tract, said point being also at the Southwest corner of Lot 1, Block "G" in said subdivision;

THENCE with the West end of the Right-of-Way of Pin Oak Drive, S 40° 04' W 50.06 feet to a point at the Southwest corner of the Right-of-Way of Pin Oak Drive, said point being also at the most Northerly corner of Lot 12, Block "H" in said Siesta Shores, Section One, for an angle point of this tract;

THENCE with the West lines of Lots 12 through 1, inclusive, of said Block "H", Siesta Shores, Section One, the courses and distances that follow:

S 57° 00' W 525.00 feet to a point,

S 53° 10' W 105.79 feet to a point,

S 35° 38' W 109.18 feet to a point,

S 18° 10' W 104.02 feet to a point,

S 15° 00' W 160.00 feet to a point at the Northwest corner of the Right-of-Way of Hill Top Drive and at the Southwest corner of said Lot 1, Block "H" in said subdivision, for an angle point of this

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11774 0569

EXHIBIT 11A
J. LEROY BUSH

REGISTERED PUBLIC SURVEYOR

2012 No. 10000

Phone 442 0800

AUSTIN, TEXAS 78701

tract;

THENCE with the West end of the Right-of-Way of said Hill Top Drive S 55° 24' W 65.63 feet to a point at the Southwest corner of the Right-of-Way of said Hill Top Drive, said point being also at the Northwest corner of Lot 6, Block "K", in said Siesta Shores, Section One, for an angle point of this tract;

THENCE with the West line of said Lot 6, Block "K", S 15° 00' W 130.00 feet to a point in the North line of the J.B. Milam Survey No. 643 and being in the North line of said Dan Covert 114.77 acre tract and the South line of said Lehtonen (77.40) acres, for the Southeast corner of this tract;

THENCE with the South line of the said Lehtonen (77.40) acres, being also the South line of said J. Hurlson Survey No. 65 and the North line of said Dan Covert 114.77 acres, N 75° 00' W 1333.41 feet to the Place of Beginning, containing 46.61 acres of land.

PREPARED FROM RECORD: November, A.D. 1981.

BY:

J. Leroy Bush
J. Leroy Bush

RETURN TO
CHRIS JAKSEN
4315 GUADALUPE
#202 AUSTIN TX
78751

FILED

1992 SEP 18 PM 1:34

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

SCRIPTORS **COUNTY CLERK**
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, on

SEP 18 1992



Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11774 0570