

9.17.1992 (9)
Settlement

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is by and between (a) 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 (the "SECTION ONE OWNERS") by and through the President of the Siesta Shores Property Owners Association, as their attorney-in-fact and (b) the current lot owners of Siesta Shores, Section II, a subdivision in Travis County, Texas, more fully described in a map or plat of said subdivision filed for record in Book 86, page 10-D, Plat Records of Travis County, Texas ("SECTION II OWNERS"), by and through Debco, a Texas partnership composed solely of Davorin Jutraz Jordan and Edward S. Jordan ("Debco"), the current owner of all lots in Siesta Shores, Section II.

WHEREAS, Alfred Lehtonen and Marvin E. Bell imposed certain covenants, conditions and restrictions upon various lots in Siesta Shores, Section One, being more fully described in an instrument dated September 10, 1963, recorded in Volume 2648, page 174, Deed Records of Travis County, Texas, which covenants, conditions and restrictions were amended by Amendment to Covenants, Conditions and Deed Restrictions dated June 28, 1985, recorded in Volume 9231, page 813, Real Property Records of Travis County, Texas (the "Deed Restrictions");

WHEREAS, a dispute has arisen between the SECTION ONE OWNERS and the SECTION II OWNERS as to whether or not the SECTION II OWNERS have access to the "North Park" and "South Park" (the "Parks") which Parks are owned by the SECTION ONE OWNERS and are designated on the plat of Siesta Shores, Section One as recorded in Book 11, page 71, Plat Records of Travis County, Texas;

WHEREAS, Debco filed a lawsuit against Chet Geist, individually and as agent and attorney-in-fact of Siesta Shores Property Owners Association (Cause No. 391,016; 345th Judicial District Court of Travis County, Texas) seeking to gain access to the Parks; and

WHEREAS, in order to resolve the lawsuit and other differences between the parties, the SECTION ONE OWNERS have agreed to allow the SECTION II OWNERS to have access to the Parks under certain terms and conditions;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), the mutual promises and benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the SECTION ONE OWNERS do hereby agree that the SECTION II OWNERS 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 in the same manner as the SECTION ONE OWNERS upon compliance with the following terms and conditions:

- (1) Debco shall pay to the Siesta Shores Property Owners Association (the "Association") the sum of \$10,000.00 in cash upon the execution of this Agreement by the undersigned parties which amount may be used by the Association in any manner it wishes and Debco shall have no right to an accounting or audit of said funds;
- (2) Debco and the SECTION II OWNERS shall execute and file for record in the Real Property Records of Travis County, Texas, an Amendment to the Protective Restrictions and Covenants for Siesta Shores, Section II subdivision in Travis County, Texas, in the same form set forth in Exhibit "A" attached hereto and made a part hereof for all intents and purposes, said Amendment to be filed simultaneously with the Second Amendment described in (3) below;

- (3) The SECTION ONE OWNERS, by and through the current President of the Siesta Shores Property Owners Association shall execute and file for record in the Real Property Records of Travis County, Texas, a Second Amendment to Covenants, Conditions and Deed Restrictions for Siesta Shores Subdivision, Section One, in the same form set forth in Exhibit "B" attached hereto and made a part hereof for all intents and purposes, said Second Amendment to be filed simultaneously with the Amendment described in (2) above;
- (4) 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;
- (5) 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;
- (6) The above-referenced lawsuit against Chet Geist, individually and as agent and attorney-in-fact of Siesta Shores Property Owners Association (Cause No. 391,016; 345th Judicial District Court of Travis County, Texas) must be dismissed by appropriate court order with prejudice as to the right of Debco, its successors, heirs or assigns to refile a similar suit and the SECTION II OWNERS, their heirs, successors or assigns shall not file a lawsuit of similar nature against the Association or the SECTION ONE OWNERS, individually or collectively, unless such a suit is based upon breach of this Settlement Agreement; and
- (7) All prospective purchasers of lots in Siesta Shores, Section One or in Siesta Shores, Section II shall be given copies of this Settlement Agreement and of any rules promulgated by the Association with regard to the Parks in order to prevent any misunderstandings with regard to the usage and/or fees to be charged in connection with the use of the Parks. Debco and the SECTION II OWNERS shall indemnify and hold the Association and SECTION ONE OWNERS harmless for all damages, losses, costs, expenses, fees and other costs with regard to breach of any of the conditions or

provisions of this Settlement Agreement or the applicable amendments to deed restrictions set forth in Exhibits "A" and "B" and the Association and SECTION ONE OWNERS shall indemnify and hold Debco and the SECTION II OWNERS harmless for all damages, losses, costs, expenses, fees and other costs with regard to the breach of any of the conditions or provisions of this Agreement or the applicable amendments to deed restrictions set forth in Exhibits "A" and "B" attached hereto.

References to the 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.

SECTION ONE OWNERS and SECTION II OWNERS further acknowledge and agree that all roads (except for the roads in the Parks) in their respective subdivisions are public roads and not private roads; however, SECTION II OWNERS shall be allowed access to the private roads in the Parks subject to the terms and provisions of this Agreement.

The SECTION ONE OWNERS hereby state that the protective restrictions and covenants for Siesta Shores, Section Two subdivision in Travis County, Texas, appearing of record in Volume 9413, page 365, Real Property Records of Travis County, Texas, as amended in Exhibit "A" attached hereto and made a part hereof for all intents and purposes, currently satisfy paragraph VIII(d) of the Second Amendment to Covenants, Conditions and Deed Restrictions set forth in Exhibit "B" attached hereto.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the SECTION ONE OWNERS and SECTION II OWNERS.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.

This Agreement is the entire agreement between the parties hereto and no modification hereof or subsequent agreement relative to the matters covered herein shall be binding on either party unless modified in writing and executed by all appropriate parties. A breach or violation of the terms of this Agreement shall render this Agreement null and void and of no further force and effect.

In the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, the prevailing party shall be entitled to recover his or its attorneys' fees, court costs and expenses in connection therewith.

The section headings of this Agreement have been used for convenience only and shall not be used in interpreting or construing the meaning of any provision in this Agreement.

EXECUTED by the parties on the dates set forth below, but to be effective as of the 17th day of September, 1992.

DEBCO, a Texas general partnership
composed of Davorin Jutraz Jordan
and Edward F. Jordan

By: Davorin Jutraz Jordan
Davorin Jutraz Jordan,
general partner

Date: 9-9-92

By: _____
Edward F. Jordan,
general partner

Date: 9-9-92

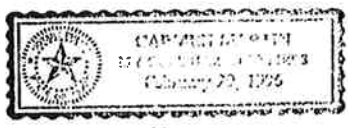
SIESTA SHORES, SECTION ONE LOT OWNERS,
an unincorporated association

By: Russ Crall
Russ Crall, President of
Siesta Shores Property Owners
Association, attorney-in-fact

Date: 17 Sept 1992

STATE OF TEXAS §
COUNTY OF TRAVIS §

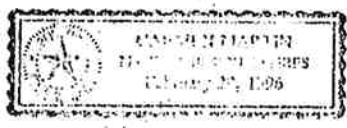
This instrument was acknowledged before me on this 9 day
of September, 1992, by Davorin Jutraz Jordan, general
partner, on behalf of DEBCO, a Texas general partnership.



Carmen Martin
NOTARY PUBLIC, STATE OF TEXAS
Print name: CARMEN MARTIN
My commission expires: 2-22-96

STATE OF TEXAS §
COUNTY OF TRAVIS §

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



Carmen Martin
NOTARY PUBLIC, STATE OF TEXAS
Print name: CARMEN MARTIN
My commission expires: 2-22-96

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17th day
of SEPTEMBER, 1992, by Russ Crall, President of Siesta
Shores Property Owners Association, as attorney-in-fact on behalf
of the Siesta Shores, Section One Lot Owners, an unincorporated
association of individuals.

Steven H. Sproull
NOTARY PUBLIC, STATE OF TEXAS
Print name: _____
My commission expires: _____

