

Exhibit "BB"

257B

AMENDMENT TO PROTECTIVE RESTRICTIONS AND COVENANTS FOR A 7.72 ACRE TRACT, (SIESTA SHORES, SECTION II-A) IN TRAVIS COUNTY, TEXAS

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THE STATE OF TEXAS (
COUNTY OF TRAVIS (

KNOW ALL MEN BY THESE PRESENTS;

That we, Sheryl Ann Miller of Austin, Travis County, Texas, and Kathy Lee Miller of Lafayette, Lafayette Parish, Louisiana being the sole owners of three tracts of land being a total of 7.72 acres more or less, out of the John Burleson Survey No. 65 as recorded in Volume 7694, page 453, Deed Records, Travis County, Texas. (The 7.72 acres, more or less, consists of a 5.315 acre tract, a 1.430 acre tract, and a 1.002 acre tract, which will hereafter be referred to as Siesta Shores, Section II-A, which is described by metes and bounds in the attached exhibit, which is marked EXHIBIT "A" and made part hereof for all purposes and is further described in the plat which is marked as EXHIBIT "B") herein impose the following covenants, conditions, and restrictions upon all said tracts.

Said owners desire to create and carry out a uniform plan for the improvement, development and sale of all lots in said 7.72 acre tract, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, we hereby adopt and establish the following declarations, reservations, restrictions, covenants, conditions and easements and hereby amend the present restrictions of record in Volume 10478, Page 777, Real Property Records, Travis County, Texas, to apply uniformly to the use, improvement, occupancy and conveyance of all said lots in said 7.72 acre tract; and each contract or deed which may be hereafter executed with regard to any of the lots in said 7.72 acre tract 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 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

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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 re-subdivided, except for the 5.315 acre tract which may be re-subdivided into two tracts only. Therefore, the maximum number of lots allowed in the 7.72 acre tract will be a total of four (4) lots only. No other lots may be subdivided, Each lot to carry one vote only, for purposes of voting.

(3) STRUCTURES (a) No dwelling shall be erected or permitted to remain having a floor area of less than 1500 square feet total (when measured to exterior walls), exclusive of attached garages or other similar appendages.

(b) No structure shall be used until the exterior thereof, and sanitary sewerage disposal facilities (complying with 13 below) are completely finished.

(c) No dwelling shall be located nearer than fifteen (15) feet to any exterior lot line, nor nearer than ten (10) feet to any interior lot line except that the set-back lines may be relaxed by decision of three (3) of the four (4) lot owners, or the current majority of lot owners in the above referenced 7.72 acre tract, if the above-prescribed distances are not feasible, considering the terrain of the lot.

(d) 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 upon a adjacent tract.

(e) 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.

(f) 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.

(g) All improvements shall be constructed in a neat and sightly matter.

(h) 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 affixed on or to any lot.

(4) SIGN No for sale or for rent signs may be displayed without the prior written approval of at least three (3) of

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the four (4) lot owners or the current majority of the lot owners in the above referenced 7.72 acre tract, and no other type of sign or advertising may be displayed.

(5) 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.

(6) FIREARMS The use or discharge of firearms is expressly prohibited.

(7) 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 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.

(8) 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.

(9) 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.

(10) 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.

(11) UNSIGHTLY STORAGE If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No 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.

(12) 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.

(13) SEWERAGE No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be

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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 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.

(14) 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.

(15) 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 structures 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.

(16) COVENANTS RUNNING WITH THE LAND All of the restrictions, covenants, and easements herein provided shall be covenants running with the land. Sheryl Ann Miller or Kathy Lee Miller, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained 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.

(17) LIABILITY It is stipulated that neither Sheryl Ann Miller or Kathy Lee Miller 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 of service or thing of any kind.

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(18) MAINTENANCE FUND "A" Each lot shall be subject to an annual maintenance fund assessment as determined by the majority of the lot owners in the above referenced 7.72 acre tract (Siesta Shores, Section II-A), if such maintenance fund is to be created in the future by the majority of the current lot owners, to be used only for purposes of maintaining or improving, or doing any other things necessary or desirable to keep the above referenced property neat, clean, and in good order, or which will be for the benefit or enjoyment of the lot owners in the above referenced 7.72 acre tract (Siesta Shores, Section II-A), only. If such fund is created in the future, after the first year of creation 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.

(19) MAINTENANCE FUND "B" Each lot shall also be subject to an annual maintenance fund assessment in the initial amount of thirty-five (35) dollars. Currently, there are only three (3) lots in above referenced 7.72 acre tract (Siesta Shores, Section II-A), but if in the future, the 5.315 acre tract is subdivided into two lots, there will be a annual maintenance fund assessment on each subdivided lot of thirty five (35) dollars per lot. Such fund shall be for the maintenance of the hereinafter described North Park and South Park. Said sum shall be paid to the Siesta Shores Property 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 the above referenced 7.72 acre tract (Siesta Shores, Section II-A), each grantee, Sheryl Ann Miller or Kathy Lee Miller, 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 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. 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 five thousand dollars (\$5000.00), no assessment for said fund shall be due from or paid by the owners of any lot in the above referenced 7.72 acre tract (Siesta Shores,

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Section II-A) until the balance in said fund falls below five thousand dollars (\$5000.00).

All past due assessments, for maintenance fund "A" (only if Maintenance fund "A" is created in the future) and Maintenance fund "B" shall bear interest at the rate of 2.5% above the lowest prime rate of interest quoted in the Southwestern Addition of the Wall Street Journal on the first 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 above referenced 7.72 acre tract (Siesta Shores, Section II-A), may be members of the Home Owners Association of Siesta Shores, Section II-A, if such Association is to be created in the future by the majority of the current lot owners in Siesta Shores, Section II-A

(21) AMENDMENTS Such restrictions and covenants may be amended or changed at any time by the affirmative vote of the majority of the current lot owners in Siesta Shores, Section II-A, evidenced by a written agreement signed and acknowledged by the majority of the current lot owners; such agreement 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 above referenced 7.72 acre tract (Siesta Shores, Section II-A) 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 Siesta Shores, Section One Owners, Siesta Shores, Section II-A Owners and/or Siesta Shores Property Owners Association as described below and as set forth in the Settlement Agreement between Sheryl Ann Miller and Kathy Lee Miller and the Siesta Shores, Section One Owners, described below, including, but not limited to Paragraph 2, Paragraph 19 (Maintenance Fund "B"), and Paragraph 24 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 Sheryl Ann Miller or Kathy Lee Miller or such person or entity as it may subsequently appoint, shall have the right

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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 restrictions 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 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.


(24) USE AND ENJOYMENT Lot owners who are not delinquent in the payment of assessment fees to Maintenance Fund "B" 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.

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 Sheryl Ann Miller and Kathy Lee Miller as the owners of all lots in Siesta Shores, Section II-A dated November 2nd 1994, 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 the Second Amendment to Covenants, Conditions and Deed Restrictions dated effective September 17, 1992, recorded in Volume 11774, Page 0571, Real Property Records of Travis County, Texas, and as amended in the Third Amendment to Covenants, Conditions, and Deed Restrictions dated effective November 2nd 1994 recorded in Volume 12335 Page 142 Real Property Records of Travis County, Texas.

EXECUTED this 17th day of November A.D., 1994

BY:


Sheryl Ann Miller

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TRAVIS COUNTY, TEXAS

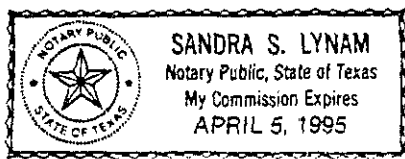
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0302 010

BY: Kathy Lee Miller
Kathy Lee Miller

THE STATE OF TEXAS
COUNTY OF ~~TRAVIS~~ Real

This instrument was acknowledged before me on the 17th
day of November, 1994 by Sheryl Ann Miller.



Sandra S Lynam
Notary Public, State of Texas

Sandra S Lynam
Printed or Typed name

My commission expires: 4/5/95

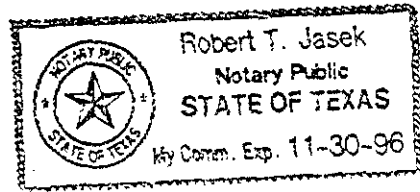
~~THE STATE OF LOUISIANA~~
~~PARISH OF Lafayette~~
TEXAS
COUNTY FAYETTE

This instrument was acknowledged before me on the 23rd
day of November, 1994 by Kathy Lee Miller.

Robert T. Jasek
Notary Public, State of Texas

Robert T. Jasek
Printed or Typed name

My commission expires: 11/30/96



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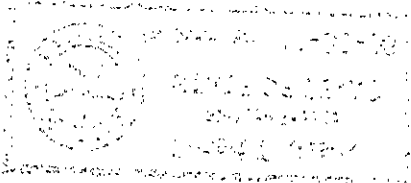
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TRAVIS COUNTY CLERK

FILED

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DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS



Return:

Sheryl A. Miller
P.O. Box 1214
LEAKEY TX 78873

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

DEC 16 1994



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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