



**CORRECTED FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COSTA BELLA**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Corrected Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Costa Bella (the "Amendment") is made by THE COSTA BELLA WATERFRONT COMMUNITY, INC., a Texas non-profit corporation (the "Association") and FALCON OF LAKE TRAVIS, INC., a Texas corporation ("Falcon" or "Declarant") and is as follows:

RECITALS:

A. Falcon is the original Declarant pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Costa Bella, recorded in Volume 13141, Page 3594, et seq., and re-recorded in Volume 13143, Page 832, et seq., Real Property Records of Travis County, Texas, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Costa Bella, recorded as Document No. 2000068454, Official Public Records of Travis County, Texas, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Costa Bella, recorded as Document No. 20000171253, Official Public Records, Travis County, Texas, and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Costa Bella, recorded as Document No. 2004029750, Official Public Records, Travis County, Texas (collectively referred to herein as the "Original Declaration"), which encumbers certain real property located in Travis County, Texas, as more particularly described in the Original Declaration (the "Property").

B. Section 9.02 of the Original Declaration provides that the Original Declaration may be amended by the recording in the Real Property Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by the Declarant and the President and Secretary of the Association certifying that such amendment has been approved by the Members of the Association, excluding Declarant, entitled to cast at least fifty-one percent (51%) of the number of votes of the Association.

NOW, THEREFORE, the Declarant hereby approves the following Amendments to the Original Declaration and the undersigned President and Secretary of the Association hereby declare and certify that the following amendments to the Original Declaration have been duly approved by Members entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast by the Members of the Association:

1. Section 2.01(o) of the Original Declaration is hereby amended in its entirety to read as follows:

"(o) *The Declarant shall be entitled to require each Owner of a Lot to install an address column (the "Address Column") on such Owner's Lot in accordance with design, construction, and electrical plans and specifications adopted by the Architectural Control Committee. Construction and erection of the Address Column shall be completed prior to the occupancy of any residential structure located upon such Owner's Lot. Each Owner, at such Owner's sole cost and expense, shall be obligated to maintain the Address Column and all electrical fixtures associated therewith which are located on such Owner's Lot.*"

2. Section 2.06 of the Original Declaration is hereby amended in its entirety to read as follows:

"2.06. Rubbish and Debris. *No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, other than the Lot on which such containers are properly located. Trash containers may be placed on the street the evening before the scheduled pick-up and must be returned to the out-of-sight location the night of pick-up."*

3. Section 2.12 of the Original Declaration is hereby amended in its entirety to read as follows:

"2.12. Hazardous Activities. *No activities may be conducted on the Property and no Improvements may be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior or ACC (Architectural Control Committee) approved exterior fireplaces or fire pits, or in contained barbeque units which are attended while in use and used for cooking purposes only."*

4. Section 2.25 is hereby added to the Original Declaration to read as follows:

"2.25. Fireworks. *Fireworks may only be discharged on July 4th and New Year's Eve provided that there are no Travis County burn bans in effect on those days. Homeowners are responsible to clean up ANY refuse produced by the fireworks, and NO fireworks are permitted during Travis County burn bans. Discharge of fireworks on any other days is prohibited."*

5. Section 2.15 of the Original Declaration is hereby amended in its entirety to read as follows:

"2.15. Unightly Articles: Vehicles. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than 3/4 ton pickup, boats, golf carts, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Property other than the Lot on which such areas, piles and facilities are properly located. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from any portion of the Property other than the Lot on which such materials are properly located. Basketball goals that are visible from the street in front of a residence are prohibited."

6. Section 2.16 of the Original Declaration is hereby amended in its entirety to read as follows:

"2.16. Animals. No animals or fowl, other than a reasonable number of domestic pets shall be maintained on any lot. No animals shall be kept, bred or raised for commercial purposes or in unreasonable quantities. In no event shall any domestic pet be allowed to run free away from its owner's lot without a leash, or so as to create a nuisance. Dogs must be on a leash at all times when outside property. Walkers with dogs must clean up after their pets. Owners will be held responsible for excessive odors or noises from animals which create nuisance to others. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose."

7. Section 2.24 of the Original Declaration is hereby amended in its entirety to read as follows:

"2.24. Tennis Courts. No tennis courts, sports courts, residential recreational sports facilities, including but not limited to basketball facilities, may be constructed upon a Lot unless the plans and specifications for such improvements are approved in advance by the Architectural Control Committee, and a written variance has been issued by the Architectural Control Committee pursuant to Section 6.01 (g). Any such

variance must require that the tennis court, sports court, or residential sports facility, including but not limited to basketball facilities, not be visible from the front of the residence."

8. Section 2.26 is hereby added to the Original Declaration to read as follows:

*"2.26. **Parking in Street.** No vehicles shall be parked on any street within the Subdivision between the hours of 2:00 a.m. and 5:00 a.m."*

9. Existing Section 5.01 is hereby amended in its entirety to read as follows:

*"5.01. **Assessments.** Each Owner of any Lot, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Association: (i) Assessments or charges (as specified in Section 5.03, 5.03A, 5.03B and 5.03C hereof); (ii) Special Assessments (as specified in Section 5.04 hereof); and (iii) late charges (as specified in Section 5.06 hereof). All of such Assessments shall be fixed, established, and collected from time to time as hereinafter provided."*

10. Existing Section 5.03A of the Original Declaration is hereby renumbered as 5.03B, Existing Section 5.03B of the Original Declaration is hereby renumbered as 5.03C, and a new Section 5.03A is hereby added to the Original Declaration to read as follows:

*"5.03A. **Limitation on Annual Assessment.** Unless otherwise approved by a 51% vote of the Membership, the Board may only increase the Annual Assessment by a maximum of ten percent (10%) of the then current assessment in any given year. Any Special Assessments approved by the Membership are not subject to the ten percent (10%) limitation set forth above, and shall not be considered part of the "then current assessment" in calculating the ten percent (10%) Annual Assessment limitation."*

11. Section 5.06 of the Original Declaration is hereby amended in its entirety to read as follows:

*"5.06. **Late Charges.** If any Assessment is not paid before it is delinquent, the Owner responsible for the payment thereof will be required by the Board to pay a late charge of 10% of the amount due, and such late charge (and any other applicable charges due) shall be a charge upon the Lots owned by the said Owner to which the Assessment relates, collectible in the same manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s); provided, however, such charge shall never exceed the maximum charges permitted under applicable law."*

12. Section 6.02(a) of the Original Declaration is hereby amended in its entirety to read as follows:

"(a) Composition. The Architectural Control Committee shall be composed of three (3) Members of the Board of directors appointed as provided below, who shall review Improvements proposed to be made by any Owner other than Declarant. Declarant shall have the right to appoint and remove (with or without cause), at any time, all members of the Architectural Control Committee. Declarant may delegate this right to the Board by written instrument, and thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee. AT the first time at which Declarant owns no Property, the power to appoint and remove members of the Architectural Control Committee shall automatically be vested in the Board."

13. Section 6.02(h) of the Original Declaration is hereby amended in its entirety to read as follows:

"(h) Duration of Approval. The approval of the Architectural Control Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Architectural Control Committee shall be valid for a period of ninety (90) days only. If the construction in accordance with such plans and specifications or variance is not commenced within such ninety (90) days period and diligently prosecuted to completion thereafter, the Owner shall be required to resubmit such plans and specifications or request for a variance to the Architectural Control Committee and the Architectural Control Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof. The construction of any single family residence on a Lot pursuant to approval plans and specifications shall be completed within eighteen (18) months after the plans and specifications have been approved by the Architectural Control Committee. Remodel construction of any single family residence on a Lot pursuant to approved plans and specifications shall be completed within twelve (12) months after the plans and specifications have been approved by the Architectural Control Committee for each specific project."

This Corrected Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Costa Bella is being executed and filed to correct that certain Third Amendment to Declaration of Covenants Conditions and Restrictions for Costa Bella, recorded as Document No. 2007077898, Official Public Records of Travis County, Texas. This document corrects the prior Third Amendment recorded as Document No. 2007077898 to add reference to the Third Amendment recorded as Document No. 200402975 of the Official Public Records of Travis County, Texas and to change the designation of Document No. 2007077898 to Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Costa Bella.

EXECUTED to be effective the 17th day of April, 2007.

ASSOCIATION:

THE COSTA BELLA WATERFRONT
COMMUNITY, INC., a Texas non-profit corporation

By: _____

William Goldapp, President

By: _____

Jim Guthrie, Secretary

DECLARANT:

FALCON OF LAKE TRAVIS, INC., a Texas
corporation

By: _____

Arnold Tauch, President

THE STATE OF TEXAS

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COUNTY OF TRAVIS

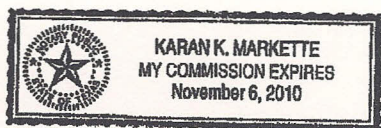
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BEFORE ME, the undersigned notary, appeared William Goldapp, President of The Costa Bella Waterfront Community, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

Given under my hand and seal of this office this 28 day of July, 2007.

(SEAL)



Karan K Markette

Notary Public Signature

THE STATE OF TEXAS

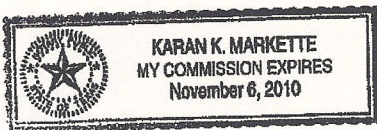
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COUNTY OF TRAVIS

BEFORE ME, the undersigned notary, appeared Jim Guthrie, Secretary of The Costa Bella Waterfront Community, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

Given under my hand and seal of this office this 28 day of July, 2007.

(SEAL)



Karan K Markette
Notary Public Signature

THE STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned notary, appeared Arnold Tauch, President of Falcon of Lake Travis, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

Given under my hand and seal of this office this 12th day of October, 2007.

(SEAL)



Cristy K Fojt
Notary Public Signature

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger
2001 North Lamar
Austin, Texas 78705

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

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