

Sec II

Volume 1309 S
Page 0317

NOTICE OF ADDITION OF LAND

The following, made effective on this 8th day of January, 1998, by Sandy Creek Investors, Ltd. ("**Declarant**"), a Texas limited partnership, owner of NorthLake Hills, Section One, a subdivision according to the plat thereof, recorded at Volume 99, page 129 of the Plat Records of Travis County, Texas, shall serve as notice to all interested parties that **Declarant** is hereby adding that **68.472 acre tract of land, known as NorthLake Hills, Section Two, ("NLH")**, to the NorthLake Hills, Section One Propertyowners' Association, and subject such tract to the Restrictive Covenants, Conditions, and Restrictions recorded against NorthLake Hills, Section One, and any amendments thereto, ("**CCR's**").

DANA DESSAUVY
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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RECITALS

WHEREAS, **Declarant** is the owner of that certain parcel of property known as NorthLake Hills, Section One, (the "**Property**"), a subdivision, according to the plat thereof, recorded at Volume 99, Page 129 of the Plat Records of Travis County; and

WHEREAS, the Property is subject to certain CCR's, as well as the Propertyowners' Association and Architectural Control Committee contained therein, recorded on July 2, 1997, in Volume 12968, page 1139, revised on August 19, 1997, in Volume 13001, Page 1151, and amended on November 13, 1997, in Volume 13061, page 17 of the Real Property Records of Travis County, Texas; and

WHEREAS, **Declarant** desires to add to the following parcel of land to the Property:

that **68.472 acre tract of land, known as NorthLake Hills, Section Two ("NLH")**, a subdivision, according to the plat thereof, recorded at Volume 100, Page 148 of the Plat Records of Travis County, Texas, part of the general development plan of NorthLake Hills, as depicted in Exhibit "A", (hereinafter referred to as "**Additional Land**"),

subjecting such Additional Land to the CCR's and any amendments thereto, recorded against the Property, as well as mandatory membership in the NorthLake Hills, Section One, Propertyowner's Association (the "**Association**") and corresponding covenants for assessments and fees.

NOW, THEREFORE, **Declarant** hereby declares that the Additional Land shall become part of the Property, and shall be subject to the CCR's recorded against the Property and the conditions and criteria contained below:

1. **Definitions and Restrictive Covenants:** All definitions and restrictive covenants contained in Articles I and II of the CCR's, as well as any amendments thereto, are incorporated in full by reference and shall become enforceable against and remain in force,

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as to the Additional Land, save and except the following:

Article II.1(c) shall apply to the Additional Land as follows:

Subdividing: Subdividing within the Additional Land shall not be permitted without the express written consent of Declarant, save and except the 24.03, more or less, acre Lot located within the Additional Land, and depicted in Exhibit "B". The Owner or Owners of the above Lot shall be permitted to subdivide such Lot, subject to any and all zoning regulations, laws, statutes, codes, ordinances, rules and regulations of any government authority applicable to the Property.

2. **Propertyowners' Association:** Article IV of the CCR's is incorporated in full by reference herein. Each Owner (whether one or more persons or entities) of a Lot within the Additional Land shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association, in accordance with Article IV, subjecting such Member to all rights and obligations therein.
3. **Assessments:** Article V of the CCR's is incorporated in full by reference herein. Declarant's designation therein of Assessment Units for particular Lots shall be determinative, unless Declarant or the Propertyowner's Association modifies such determination in a Development Area Declaration, or other subsequently recorded document, as provided for in the CCR's.
4. **Architectural Control Committee:** Article VI of the CCR's is incorporated in full by reference herein. Each Owner of Lots within the Additional Land shall be subject to the policies and procedures set forth therein.
5. **Development Areas and Subassociations allowed:** Declarant, in its sole discretion, shall have the power to declare all or part of the Additional Land a Development Area, as defined in the CCR's, by the recording of a Development Area Declaration. Declarant may further, in its sole discretion, subject all or part of the Additional Land so declared to membership in a Propertyowners' Subassociation, ("**Subassociation**"), for the purpose of maintaining and improving Common Areas within the Development Area used exclusively by Owners in the Subassociation, pursuant to the Amendment to the CCR's, at Volume 13061, Page 17 of the Real Property Records of Travis County, Texas. If a Subassociation is established, Owners within the Development Area shall be Members of both the Association and Subassociation.
6. **Common Areas, Easements, and Private Streets:** Article VII of the CCR's is incorporated in full by reference herein.
7. **General Provisions:** Article VIII of the CCR's is incorporated in full by reference herein.
8. **Covenants run with the land:** The restrictive covenants and covenants for

assessments contained in the CCR's shall run with the Additional Land and shall be binding on all parties having or acquiring any right, title or interest in the Additional Land or any part thereof, and their heirs, successors, legal representatives and assigns. The restrictive covenants and covenants for assessments may be enforced by the Association using the means set forth for enforcement in the CCR's

Executed to be effective as of the 8th day of January, 1998.

"Declarant"

SANDY CREEK INVESTORS, LTD.
A Texas limited partnership

By: Impact Business Management, Inc.
A Texas corporation
its general partner

By: [Signature]
Joseph S. Woskow, by and
through his attorney-in-fact,
Beth M. Woskow

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 8TH day of JANUARY, 1998, by BETH WOSKOW,
P.O.A. FOR JOSEPH S. WOSKOW of IMPACT BUSINESS MGMT Texas CORPORATION,
on behalf of such entity



SUSAN A. TRESSLER
MY COMMISSION EXPIRES
December 11, 2000

[Signature]
SUSAN A. TRESSLER, NOTARY FOR STATE OF TEXAS

The foregoing has been consented to by HILL COUNTRY BANK, as indicated by the signature below:

HILL COUNTRY BANK

By: [Signature]
Title: President

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on JANUARY 8TH, 1998, by
DANNY CLAYTON, PRESIDENT, of Hill Country Bank, on behalf of such entity.



SUSAN A. TRESSLER
MY COMMISSION EXPIRES
December 11, 2000

[Signature]
SUSAN A. TRESSLER, NOTARY FOR STATE OF TEXAS

Northlake Hills
- Section One

Northlake Hills,
Section Two

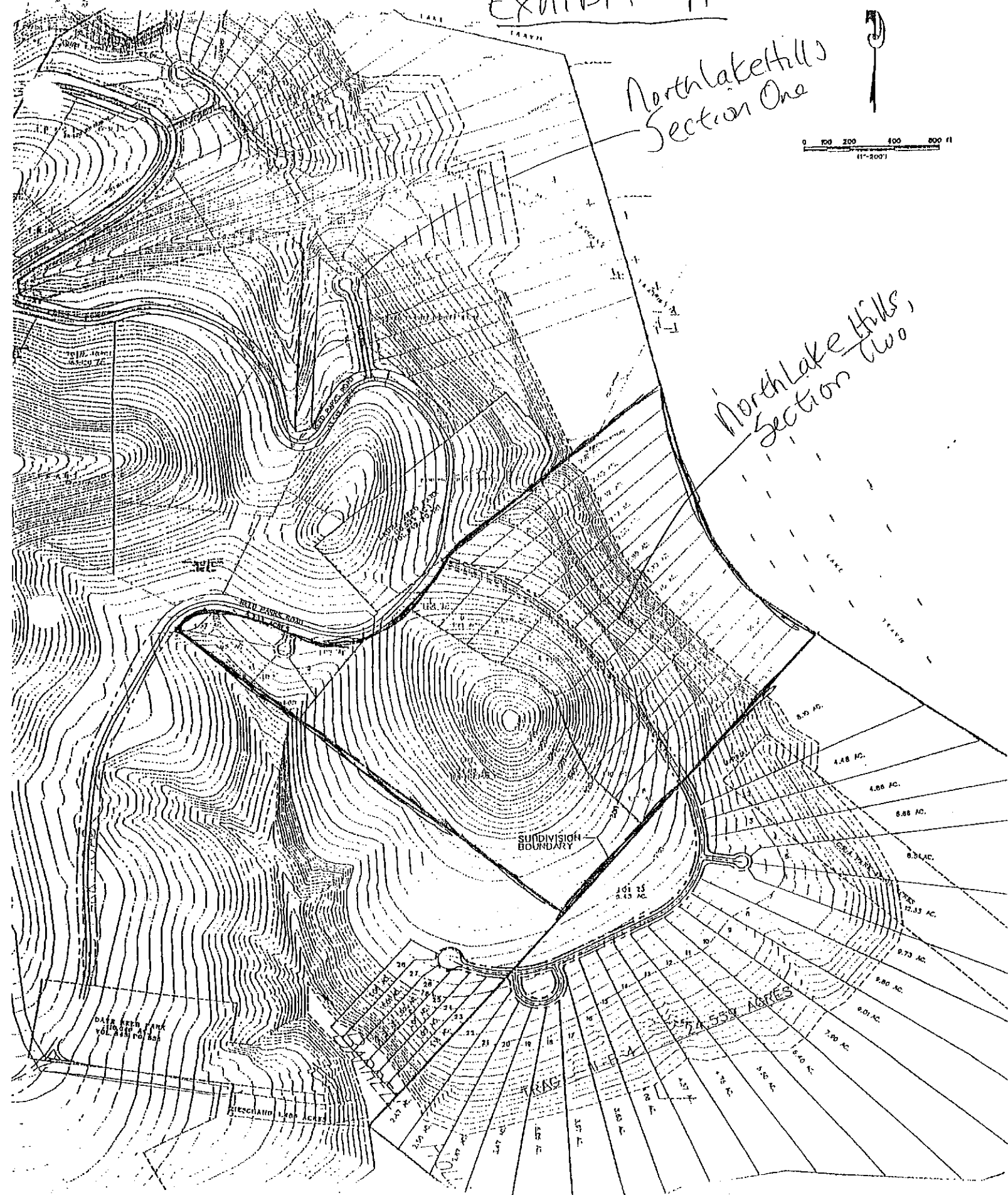
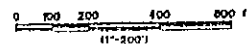
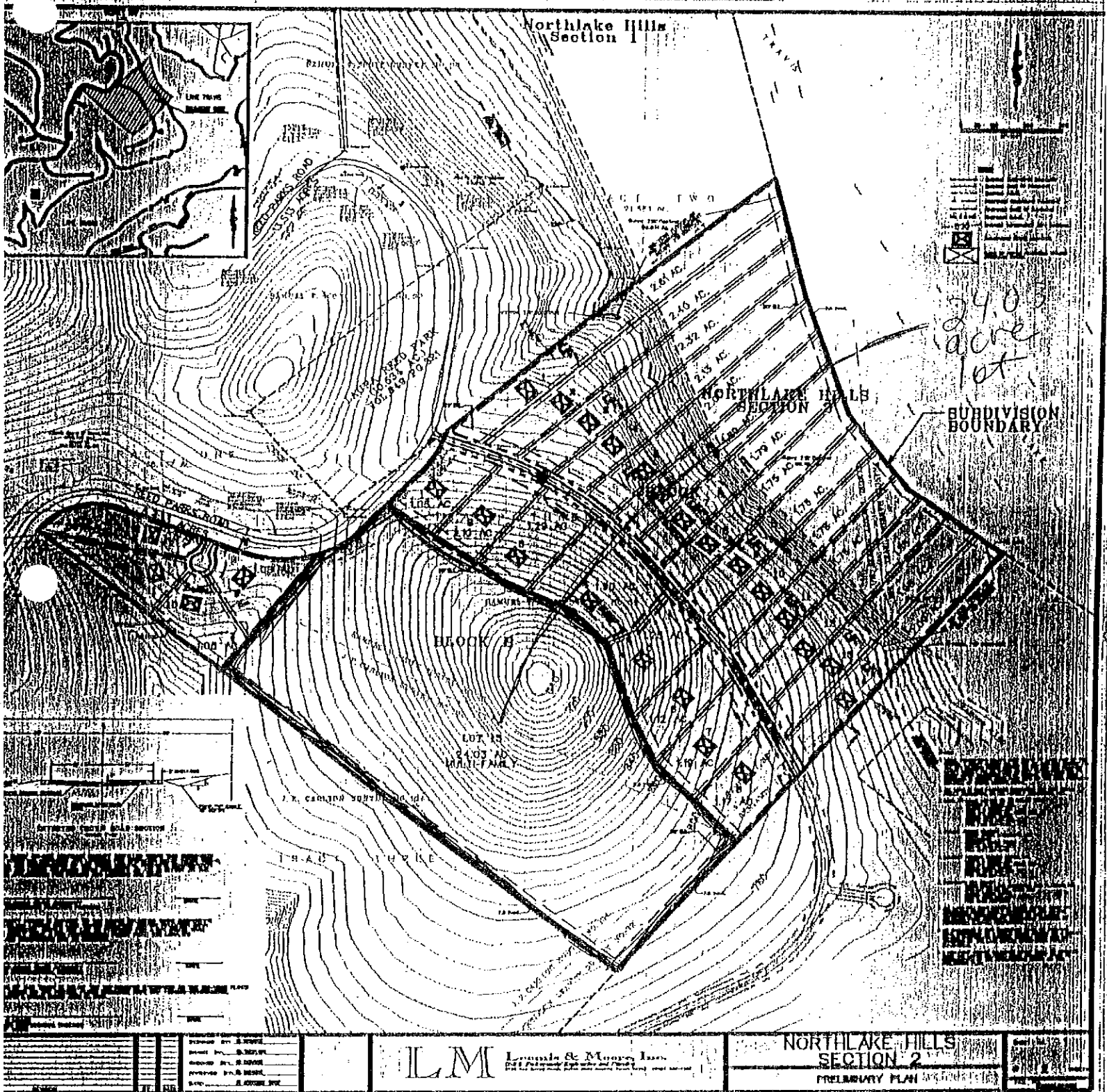


Exhibit "B"



LM

Levinson & Moore, Inc.
1010 Park Avenue, New York 17, N.Y.

NORTHLAKE HILLS
SECTION 2

PRELIMINARY PLAN