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DANA DEBEAUVOIR
CLERK
TEXAS

THIRD AMENDMENT TO NORTHLAKE HILLS, SECTION ONE
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, NorthLake Hills is a subdivision ("Subdivision") located in Travis County, Texas, and consists of several tracts of land, referred to herein as the "Property," as defined below, and

WHEREAS, the NorthLake Hills, Section One Propertyowners' Association, a Texas non-profit corporation, ("Association"), is comprised of owners of land within the Subdivision, and was formed in connection with the NorthLake Hills, Section One, Covenants, Conditions, and Restrictions, filed of record on July 2, 1997, in Volume 12968, Page 1139 of the Real Property Records of Travis County, Texas, the foregoing, along with all amendments thereto referred to herein as "CCR's"; and

WHEREAS, the Property is subject to those restrictive covenants, conditions and restrictions contained in the CCR's.

WHEREAS, "Property" as referred to herein shall include the following tracts of land,

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, NorthLake Hills, Section Two, a subdivision according to the plat thereof, recorded at Volume 100, Page 148 of the Plat Records of Travis County, Texas, NorthLake Hills, Section Three, a subdivision according to the plat thereof, recorded at Volume 101, Page 400, and Volume 102, Page 1, and eleven unplatted tracts of land, described by metes and bounds in the attached Exhibit "A",

and any other lands annexed into the Association in accordance with the CCR's; and

WHEREAS, the Association desires to amend the CCR's as follows, pursuant to a vote by the shareholders of the Association at the shareholders meeting held on February 22, 1999.

NOW THEREFORE, in accordance with the terms set forth in the CCR's, the Association hereby amends the NorthLake Hills, Section One CCR's as follows:

1. *Amend Section II.1 (b) to read:*

Insurance Rates: Nothing shall be done or kept on the Property which would increase the rate of insurance on any other Lot within the Property, or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.

2. *Amend Section II.1 (f) to read:*

Noise: No exterior speakers, horns, whistles, outside telephones, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Residential Lot. No noise or other nuisance shall be permitted to exist or operate upon any Residential Lot so as to be unreasonably offensive or detrimental to any other portion of the Property or to its occupants.

3. *Amend Section II.1 (d) to read:*

Signs: No signs of any kind shall be displayed in the public view on the Property without the prior written approval of the Committee, except for signs

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which are a part of Declarant's overall marketing plan for the Property, and one yard sign per lot advertising a portion of the Property for sale by an individual Owner, so long as the sign does not exceed 18"x24" in size.

4. *Amend the last sentence of Section II.1 (m) to read:*
Hazardous Activities: ...Further, open fires shall not be allowed, except within safe and well-designed interior fireplaces, or in contained barbeque units while attended and in use for cooking purposes, or where the Owner has obtained a burn permit from the city, and conformed with all other applicable governmental regulations, ordinances, requirements, laws and rules.
5. *Delete II.1(x) "**Building Height**" in its entirety.*
6. *Amend the second sentence of Section II.1(z) to read:*
Building Materials: All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, down spouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or shall be of a color approved by the Committee, such approval not to be unreasonably withheld.
7. *Amend Section II.1(cc) to read:*
Rentals: Rentals shall be allowed, but only one lease shall exist on any portion of the Lot or its Improvements at a time, and the lease term shall be for no less than two months per tenant. Leasing only a portion of the Lot or its Improvements shall not be allowed. Leasing of garage apartments shall not be permitted.
8. *Amend Section II.1(ff) to read:*
Deer and Bird Feeders: No deer feeders shall be allowed on any part of the Property. Only tube or thistle feeders with small seeds, like thistle or oilseed, or nectar-filled hummingbird feeders to feed backyard birds shall be allowed. All bird feeders shall be in conformance with the specifications contained within the U.S. Fish and Wildlife 10(a) Permit and the wildlife management practices specified in the wildlife management plan for the subdivision.
9. *Add the Following Restriction:*
Assessments for Contiguous Tracts with Common Ownership: An Owner of two or more contiguous Tracts of land within the Subdivision shall be assessed as only one Assessment Unit, so long as the following conditions are met: (1) no portion of either Tract is further conveyed to another Owner, (2) the Tract is not subdivided, and (3) not more than one Dwelling, as defined in the restrictions, is erected on the combination of Tracts. The Owner of such contiguous Tracts shall be entitled to only one shareholder vote.
10. *Add the Following Restriction:*

Wildlife Management Plan:

Background of Wildlife Management 1-d-1 Appraisal: In 1995, Texas voters approved Proposition 11, which amended Article VIII, Section 1-d-1 of the Texas Constitution to permit agricultural appraisals for land used to

manage wildlife. H.B. 1358 implemented the constitutional amendment by making wildlife management an agricultural use that qualifies the land for agricultural appraisal. Land on which the owner engages in wildlife management and that meets other requirements for agricultural appraisal is qualified for agricultural appraisal and is technically in agricultural use.

Wildlife Management: The Property is principally devoted to the management of wildlife consistent with the Northlake Hills Wildlife Management Plan, ("Wildlife Plan"). The term "Property" as used herein shall include only that Property which has been granted an agricultural exemption by the Travis County, and/or Williamson County Appraisal District. ~~The Wildlife Plan is attached hereto as Exhibit "A".~~ The Wildlife Plan shall be managed and administered by the NorthLake Hills Wildlife Co-op, a voluntary association of Owners who collectively agree to manage their land primarily for the benefit of native wildlife species, ("Co-op"). The Co-op will be formed as part of the Association, and members of the Co-op will be responsible for the payment of annual membership dues. Membership in the Co-op is voluntary, and all Owners will have the opportunity to apply for membership and receive the associated benefits of membership. Individual Owners who join the Co-op, and the Association, agree to participate in the Wildlife Plan in accordance with the management practices specified therein, thereby assuring that the Property continues to be utilized for qualifying open space use.

Recent History of the Property: The Property received an agricultural exemption from the Travis County Appraisal District in 1998, resulting in an appraised value substantially lower than the market value without the agricultural exemption. Declarant then applied for and received the agricultural exemption based on wildlife management, in accordance with the NorthLake Hills Wildlife Management Plan, ("Wildlife Plan") in 1999.

Rollback Taxes: A change in the use from agricultural to a non-exempted use will result in the occurrence of Rollback Taxes, (the difference between the tax that would have been incurred on the basis of market value and that which was incurred with an agricultural exemption, plus an annual rate of seven percent (7%) on the difference) for all preceding years in which the land was appraised at a value lower than market value as a result of an agricultural exemption. The sale of property does not trigger Rollback Taxes. Buyers of Property in the Subdivision will not trigger rollback taxes so long as, at the time of the closing, the Buyer applies to be included in the Wildlife Co-op by signing a form placing that specific tract in the Wildlife Plan. Those buyers who choose not to place their property in the Co-op understand that their property will be subject to rollback taxes and that their property will be subject to taxation at full market value. IF FOR ANY REASON, THE TAXES ON A TRACT ARE ROLLED BACK, IT IS THE RESPONSIBILITY OF THE TRACT OWNER, NOT THE DEVELOPER (DECLARANT) TO PAY THE TAXES.

Restrictions for Co-op members: Owners who choose to become members in the Co-op agree to follow the management practices specified in the Wildlife Plan. Members may sever up to 1/2 acre of their property in which

to develop for single-family use. Acreage severed for residential use will be subject to rollback taxes and the payment of rollback taxes will be the responsibility of the Owner.

EXECUTED to be effective the 16 day of March, 1999

ASSOCIATION:

NORTHLAKE HILLS PROPERTYOWNER'
ASSOCIATION, INC.

a Texas non-profit corporation

By: Beth Woskow
Beth Woskow, Director

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on March 16, 1999 by Beth Woskow, director of NorthLake Hills Propertyowners' Association, Inc., a Texas non-profit Corporation, on behalf of such entity, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed within the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16 day of March, 1999.

Paula R. Bacon
Notary Public in and for the State of Texas

My commission expires: _____

