

ORIGINAL
FILED FOR RECORD

Notice of Addition of Land

This instrument is made effective on the 22nd day of March, 2005 by Sandy Creek Investors, Ltd. ("Declarant"), a Texas limited partnership.

Recitals

- A. Declarant at one time was the sole owner of Northlake Hills, Section One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 99, Page 129 of the Plat Records of Travis County, Texas (the "Subdivision").
- B. The Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Northlake Hills Phase One, recorded in Volume 13001, Page 1151, Real Property Records of Travis County, Texas, and amendments to such Declaration recorded in Volume 13056, Page 1866, Volume 13061, Page 17, Volume 13391, Page 191, Real Property Records of Travis County, Texas and in Document No. 2002165619 and Document 2005009382, Official Public Records of Travis County, Texas. These documents collectively are referred to herein as the "CCRs".

The CCRs provide the Declarant has the right to withdraw land from within the scope of the CCRs. Declarant withdrew Lots 1 through 8 and 30 of Northlake Hills Section One and Tract 40 from the scope of the CCRs pursuant to the Notice of Withdrawal of Land, Northlake Hills Section One, Lots 1 through 8 and 30, tract 40, recorded in Document No. 2001104693 of the Official Public Records of Travis County, Texas.

- C. The CCRs provide that Declarant has the right to bring additional land within the scope of the CCRs.

Additional Land

- 1. **Description Of Additional Land.** Declarant desires to add the following parcels of land to the property subject to the CCRs: Lots 3 through 8, inclusive, Northlake Hills Section One, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 99, Pages 129-134, Plat Records of Travis County, Texas, and Lots 30A and 30B, Resubdivision of Lot 30, Northlake Hills Section One, a subdivision in Travis County, Texas, according to the map or plat of record in the Plat Records of Travis County, Texas. These parcels are referred to herein as "Additional Land". As of the effective date of this instrument Declarant is the owner of Lots 3 through 8, inclusive, Northlake Hills Section One, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 99, Pages 129-134, Plat Records of Travis County, Texas and Lots 30A and 30B, Resubdivision of Lot 30, Northlake Hills Section One, a subdivision in Travis County, Texas, according to the map or plat of record in the Plat Records of Travis County, Texas.
- 2. **Additional Land Subject to CCRs.** The Additional Land is hereby declared by Declarant to be a part of the property described in the CCRs and to be subject to the provisions of the CCRs, including, but not limited to, the terms contained in this instrument.

3. **Easement Affecting Lots 3 Through 8 Of Additional Land.** Declarant reserves for itself and/or its successors or assigns and any person building or constructing any improvements on Lots 1 and 2 of NorthLake Hills, Section One, and their respective employees, agents and subcontractors, an easement for ingress and egress over, along and within and upon the rear (waterfront) portion of each lot contained in the Additional Land, up to the 695' contour of Lake Travis, as Declarant, its successors or assigns may deem necessary, for the construction, servicing and completion of Improvements on Lots 1 and 2 of NorthLake Hills, Section One, provided that no material damage or material inconvenience is incurred by the owners of Lots 3 through 8 of the Additional Land. Upon the first to occur of (a) completion of the marina and associated improvements on Lots 1 and 2 of NorthLake Hills, Section One, or (b) the expiration of five years from the date of this instrument the easement created by this Section 3 shall terminate. Upon such termination, Declarant, its successors or assigns will file a confirming release of easement. Failure to file such release shall not affect the termination of the easement.
4. **Definitions and Restrictive Covenants.** All definitions and restrictive covenants contained in Articles I and II of the CCRs, as well as any amendments thereto, are incorporated in full by reference and shall become enforceable against and remain in force, as to the Additional Land.
5. **Property Owners' Association.** Article IV of the CCRs 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.
6. **Assessments.** Article V of the CCRs is incorporated in full by reference herein. Declarant's designation therein of Assessment Units for particular Lots shall be determinative unless Declarant or the Property Owners' Association modifies such determination in a Development Area Declaration or other subsequently recorded document as provided for in the CCRs.
7. **Architectural Control Committee.** Article VI of the CCRs 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.
8. **Common Areas, Easements and Private Streets.** Article VII of the CCRs is incorporated in full by reference herein.
9. **General Provisions.** Article VIII of the CCRs is incorporated in full by reference herein.
10. **Covenants Run with the Land.** The restrictive covenants and covenants for assessments contained in the CCRs 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 in enforcement in the CCRs.

Executed to be effective as of the 22nd day of March, 2005.

Declarant:

Sandy Creek Investors, Ltd.,
a Texas limited partnership

By: Impact Business Management, Inc.,
a Texas corporation, its General Partner

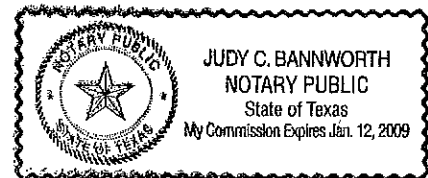
By: Beth M. Woskow
Joseph S. Woskow, President,
acting herein by and through his
attorney-in-fact, Beth M. Woskow

State of Texas

County of Travis

This instrument was acknowledged before me on the 13 day of April, 2005 by Beth Woskow as attorney in fact for Joseph S. Woskow, President of Impact Business Management, Inc., a Texas corporation, on behalf of the corporation, as General Partner of Sandy Creek Investors, Ltd., a Texas limited partnership, on behalf of the partnership.

Judy C. Bannworth
Notary Public, State of Texas



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AFTER RECORDING RETURN TO:

Sandy Creek Investors
P. O. Box 42933
Austin, Texas 78704

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Apr 20 01:02 PM 2005068328

CRIDERL \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS