

le

**NOTICE OF ADDITION OF LAND**

This instrument is made effective on the 11 day of <sup>Aug</sup>~~July~~, 2005 by Sandy Creek Investors, Ltd. ("Declarant"), a Texas limited partnership.

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 129-134 of the Plat Records of Travis County, Texas (the "Subdivision").

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, of the Real Property Records of Travis County, Texas and Documents recorded as 20022165619 and 2005009382 of the Official Public Records of Travis County, Texas. These documents collectively are referred to herein as the "CCRs".

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

Declarant desires to add the following parcels of land to the property subject to the CCRs: Lots 1 through 20 inclusive, NorthLake Hills Section Five, a subdivision in Travis County, Texas according to the map or plat of record in Document No. 200500051, Official Public 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 sole owner of all of the Lots in NorthLake Hills Section Five, a subdivision in Travis County, Texas, according to the map or plat of record in Documents No. 200500051, Official Public Records of Travis County, Texas.

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 hereinbelow:

1. 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.
2. Propertyowners' 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, thereby subjecting such Member to all rights and obligations therein and thereunder.
3. 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 Propertyowner's Association modifies such determination in a Development Area Declaration or other subsequently recorded document as provided for in the CCRs.
4. 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.

5. Common Areas, Easements and Private Streets. Article VII of the CCRs is incorporated in full by reference herein.

6. General Provisions. Article VIII of the CCRs is incorporated in full by reference herein.

7. 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 the enforcement in the CCRs.

8. Multiple Counterparts. This instrument may be signed in multiple counterparts and each counterpart shall have the same effect and dignity as the original.

### **Covenants, Conditions and Restrictions Specific to Additional Land**

The following covenants, conditions and restrictions are hereby declared by Declarant to be in effect and enforceable with respect to the Additional Land:

9. Infiltration Chambers. Each residence shall install infiltration chambers with a minimum total capacity of one hundred forty-one (141) cubic feet and gutter at least one-half (1/2) of the rooftop drainage and convey this drainage to the infiltration chambers as detailed on **Exhibit A** attached hereto.

10. Water Quality Protection Area. The Water Quality Protection Area in the form of building setbacks will be used to improve the quality of storm water runoff from developed areas. No structure or other improvement may be constructed in the building setbacks other than those allowed by the City of Jonestown. The Water Quality Protection Area may be enforced by the Lower Colorado River Authority or any other Governmental entity.

11. Minimum Square Footage. All residences shall contain not less than two thousand (2,000) square feet of living area, exclusive of porches, breezeways and patios and garages. The ground floor area of any 1½ or 2 story house shall contain not less than 1,000 square feet.

12. Placement of Homes on Lots. All decisions by the Architectural Control Committee regarding placement of homes shall be determinative and final. Unless a variance is granted by the Architectural Control Committee, the front of all residences shall face the street in front of the Lot. When a Lot is located on a corner, the home shall face the street designated by the Architectural Control Committee.

13. Placement of Boat Docks. "All waterfront lots in Section 5 are located within a narrow cove on Lake Travis. In order to optimize watercraft access to or from docks on all waterfront lots, all boat docks shall be constructed such that boat slips are parallel to the shore. No boat slip (including walkway) shall extend more than 35 ft. into the cove without prior approval from the Architectural Control Committee."

Executed to be effective as of the 11 day of <sup>Aug</sup> ~~July~~, 2005.

Sandy Creek Investors, Ltd.,  
a Texas limited partnership

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

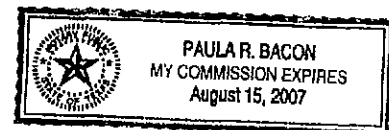
By: *Joseph S. Woskow*  
Joseph S. Woskow, President,  
acting herein by and through his  
attorney-in-fact, Beth M. Woskow

State of Texas

County of Travis

This instrument was acknowledged before me on the 11 day of August, 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

*Paula R. Bacon*  
Notary Public, State of Texas



After Recording Return to:

AUSTIN TITLE COMPANY  
13450 U.S. Hwy 183 N.  
Suite # 102  
Austin, Texas 78750

**EXHIBIT A**

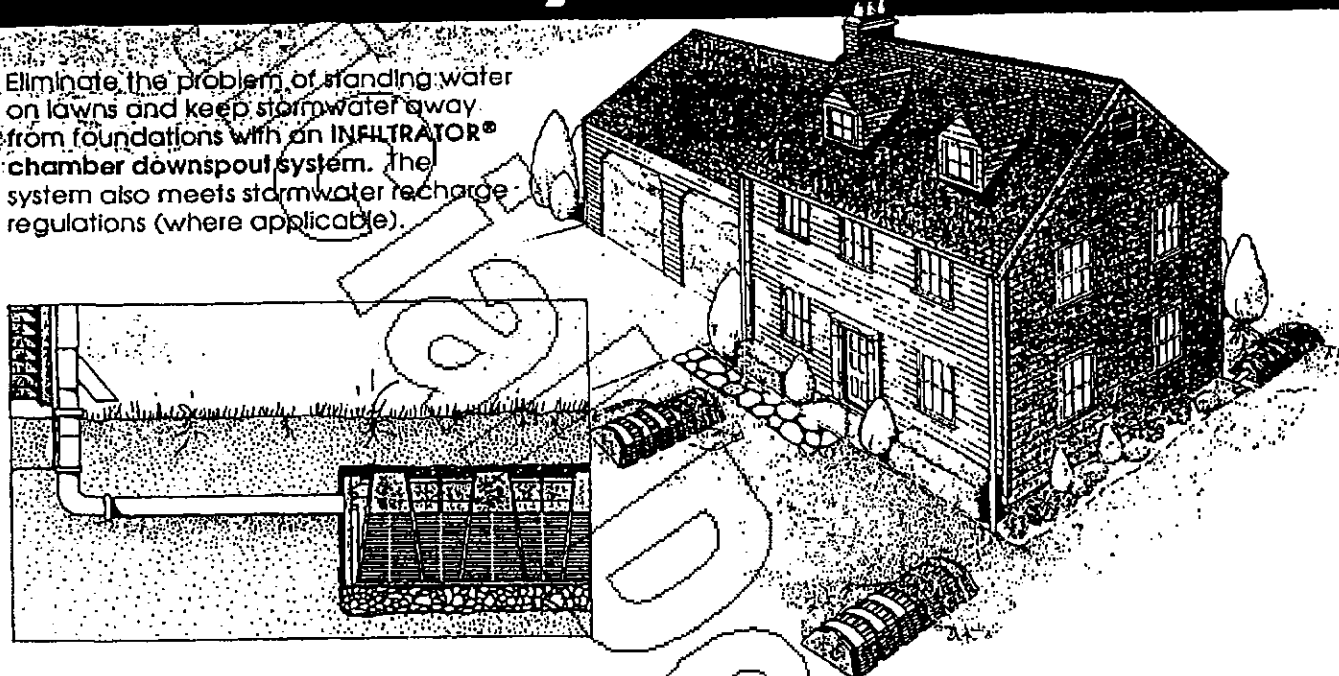
After Recording Please Return to:

Austin Title Company  
13450 U.S. Highway 183, North Suite 102  
Austin, Texas 78750

# THE INFILTRATOR®

## Downspout Drainage System

Eliminate the problem of standing water on lawns and keep stormwater away from foundations with an INFILTRATOR® chamber downspout system. The system also meets stormwater recharge regulations (where applicable).



- KEEPS STORM DRAINAGE AWAY FROM FOUNDATIONS
- ELIMINATES EROSION DITCHES CAUSED BY CONVENTIONAL ROOF DRAINS
- ELIMINATES UNSIGHTLY WATER BUILDUP ON LAWNS
- COST EFFECTIVE MEANS FOR UNDERGROUND DRAINAGE AND RECHARGE
- USED FOR DRIVEWAY DRAINS, TENNIS COURTS AND SWIMMING POOLS
- MINIMIZES RUNOFF ONTO ADJOINING PROPERTIES
- PROVIDES GREATER STORAGE THAN 1.5 CUBIC YARDS OF STONE

\*INFILTRATOR® is a Registered Trademark of Infiltrator Systems Inc.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Aug 17 12:49 PM 2005151203

EVANSK \$24.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

Unofficial Document