

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

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97 NOV 13 AM 11:26  
DANA DEBEAUVOR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

WHEREAS, Sandy Creek Investors, Ltd., ("Declarant") is the owner of that 72.43 acre tract of land known as NorthLake Hills, Section One, an approved subdivision, ("Subdivision"), situated in Travis County, Texas, according to the plat thereof recorded in Volume 99, page 129 of the Plat Records of Travis County, Texas; and

WHEREAS, the Subdivision is subject to and encumbered by certain restrictive covenants, conditions and restrictions, filed of record on July 2, 1997, in Volume 12968, page 1139; and amended on August 19, 1997, Volume 13001, page 1151, ("CCR's"); the foregoing incorporated by reference herein; and

WHEREAS, the term "Property" as used herein shall refer to NorthLake Hills, Section One, and any other lands added to the scheme of the CCR's that encumber NorthLake Hills, Section One in the manner provided for in the CCR's; and

WHEREAS, Declarant desires to amend the CCR's as follows, in accordance with the amendment procedures contained therein.

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

1. The following Definitions shall be added to Article I in the appropriate alphabetical position:

**Development**: shall have the same meaning as the term "Property," as defined in the CCR's.

**Subassociation**: shall mean any nonprofit Texas corporation or unincorporated association organized and established by Declarant pursuant to or in connection with a Development Area Declaration, as herein provided.

**Tract**: shall mean any part of the Property which is not platted, but rather defined by metes and bounds.

2. Section 1.11 shall be amended to read as follows:

1.11 **Development Area**: shall mean any part of the Development (less than the whole) which Development Area may be subject to Development Area Declarations in addition to being subject to this Declaration. Owners of property within a designated Development Area shall comprise the Development Area Subassociation, ("Subassociation"), as defined herein.

3. Change the title of Article II to read "RESIDENTIAL RESTRICTIONS"

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4. Amend Section II.1 to read:

II.1 All Residential Lots and Townhouse Units shall be owned, held encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

5. The following General Restriction shall be added to Article II:

(ii) **Compliance with LCRA Non-Point Source Pollution Control:** Each Owner of a Lot in Section Two of NorthLake Hills, such property to be added to the scheme of the CCR's and amendments upon final subdivision approval and recordation, shall be responsible for complying with the requirements set forth by the Lower Colorado River Authority ("LCRA") regarding Non-Point Source Pollution Control methods as the means for controlling runoff from Improvements on the Lots, as set forth in the attached, Exhibit "A".

6. A. The title of Article III shall be amended to read:  
"ADDITION AND WITHDRAWAL OF LAND"

B. Section III.1 shall be amended as follows:

III.1 **Additional Land:** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development of the Property (including, without limitation, subsequent sections of the NorthLake Hills Subdivision and all or portions of other subdivisions developed by Declarant or affiliated or subsidiary entities) without the consent or approval of Owners of any Lots (other than Declarant). As additional properties are subdivided, Declarant may, at its sole election, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with additional covenants, restrictions and conditions or with fewer covenants, restrictions, and conditions, as may be appropriate for those properties. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this section (which notice may be contained within any Supplemental Declaration), the covenants, conditions, and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, and obligations with respect to all Properties in the Subdivision (including such additional lands) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

The Notice of Addition of Land referred to herein above shall contain the following provisions:

(A) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration, and or any Supplemental Declaration provisions, shall apply to the added land as set forth herein;

(C) An adequate legal description of the added land; and

(D) Declarant's written consent if the land being added to the Property is not owned by Declarant. As part of such written consent, Declarant may agree with the owner of the subject land as to the terms and conditions upon which Declarant will exercise its rights and duties, as Declarant under this Declaration, with respect to such lands added.

C. Add the following section to Article III:

**III.3 Withdrawal of Land:** Declarant, and others with Declarant's written consent, may, at any time and from time to time, reduce the area of the Property, plus any additions to the Property, which are encumbered by these restrictions. If lands are withdrawn, as per above, then this Declaration shall no longer apply. The procedure for withdrawal of land shall be the same as set forth above in Section III.1 for the addition of land except that the instrument shall be designated as a Notice of Withdrawal of Land.

7. The following shall be added to Article IV of the CCR's:

**IV.10 Creation of Subassociations by Declarant:** From time to time, Declarant, may cause the formation and incorporation of a Subassociation in connection to a particular Development Area. The Subassociation shall operate as a non-profit corporation organized and existing under the Texas Non-Profit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws, and this Declaration. The Subassociation shall be managed by the elected Board of Directors, pursuant to the procedures set forth in the Subassociation's Articles of Incorporation and Bylaws, subject to this Declaration.

**IV.11 Membership in addition to membership in Association:** The Development Area shall be subject to all covenants and restrictions contained in the CCR's, and shall further be subject to the additional covenants for assessments contained in the Development Area Declaration. However, under no conditions, shall a member of both the Association and a Subassociation be assessed for the same expense or improvement by both the Association and the Subassociation. In the event of termination for any reason of a Subassociation by the Declarant or Declarant's successors, each Owner within the previously existing Subassociation shall remain subject to the CCR's, and any amendment thereto.

**IV.12 Rights and Obligations of a Subassociation:** A Subassociation shall possess the rights and obligations granted to the Subassociation under the Development Area Declaration. Any right or obligation granted exclusively to the Subassociation shall be the exclusive right or obligation of the Subassociation and the Association shall be relieved of any right or obligation it retained in that regard prior to the creation of the Subassociation.

8. Section VII.6 of the CCR's shall be amended to read as follows:

**VII.6 Easement of Ingress and Egress across Lakefront:** Declarant shall grant unlimited, non-exclusive easements to the Owners of Lots 2 through 6 for pedestrian ingress and egress to Lake Travis in front of said Lots. All other Owners in the Property shall be granted a non-exclusive easement for ingress and egress along the shore of Lots 1 through 8 below the 685' contour during daylight hours only. The foregoing easements shall not be construed as to allow individual boat docks for Lots 2 through 6. The Easements shall not adversely affect the

construction of or operation of a contemplated marina site, nor shall the marina, if constructed, obstruct or minimize the usage or enjoyment of the easements described above.

9. Add the following section to a Article VIII, General Provisions:

VIII.10 Consent of Mortgagee: Any financial institution or other third party lender holding a lien on the Property consents to the creation of the Declaration.

EXECUTED to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 1997

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year above written.

DECLARANT:

SANDY CREEK INVESTORS, LTD.,  
a Texas limited partnership

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

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

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on November 7th, 1997, by Beth Woskow, attorney-in-fact for Joseph S. Woskow, President of Impact Business Management Inc., a Texas Corporation, General Partner of Sandy Creek Investors, Ltd., a Texas limited partnership, on behalf of said limited partnership.

The foregoing has been consented to by Hill Country Bank, as indicated by the signature below:

HILL COUNTRY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TRAVIS

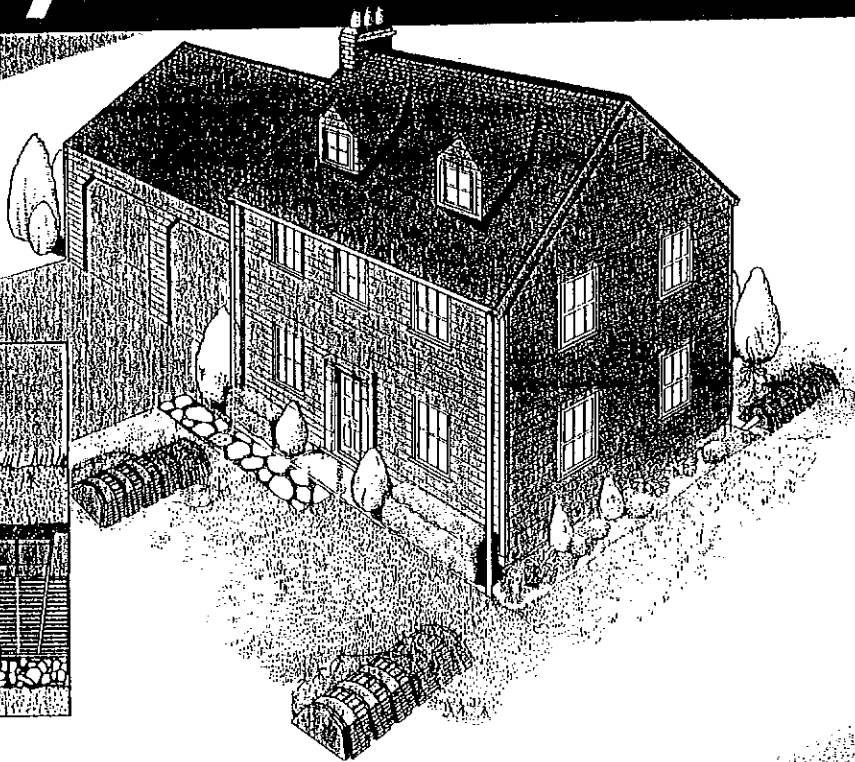
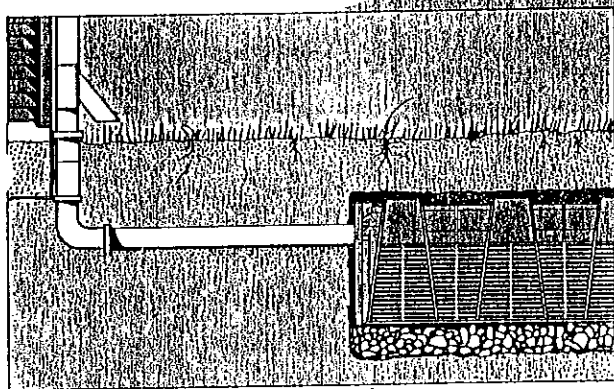
This instrument was acknowledged before me on \_\_\_\_\_, 1997, by \_\_\_\_\_, of Hill Country Bank, on behalf of such entity.

EXHIBIT "A"

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