

## RESTRICTIONS

4099

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, NORTH LAKE CORPORATION,<sup>is</sup> the grantee under a deed from C. B. Hodge, et ux to North Lake Corporation dated May 6, 1971, recorded in Vol. 535, Page 399, Deed Records of Williamson County, Texas, which deed described

235 acres in the F. Foy Survey, A-229,  
and 1787.33 acres in the L. P. Dyches  
Survey, A-171,

and,

WHEREAS, North Lake Corporation has caused several portions of said lands to be surveyed and platted for a proposed subdivision to be known and designated as NORTH LAKE, Sections A, B, C, D, E, F and G and proposes to file plats of record for said sections at a future date; and

WHEREAS, North Lake Corporation has entered into numerous Contracts of Sale for the sale of numerous tracts of land and a copy of the attached restrictions is attached to each such Contract of Sale; and

WHEREAS, North Lake Corporation has also executed and delivered to numerous purchasers of tracts proper Warranty Deeds for such tracts and each of which deeds has appended thereto as an Exhibit a copy of the attached restrictions; and

WHEREAS, the variance committee provided for in said restrictions has the authority, on request, to grant variances from any of the restrictions, on a tract by tract basis, if such committee shall find such variance not inconsistent with the overall scheme or plan of development and said variance committee has indicated that it will approve variances for selected types of commercial development in the following areas:

1. 250 feet on either side of FM 2338.
2. The most southerly 250 feet of Tract 1 and all of Tract 9, both in Section A.
3. Approximately 400 feet square at the Southeast and Southwest corners of the intersection of North Lake and Walnut Springs Roads plus possible multi family residential development on Tracts 142 and 143 in Section D.
4. A possible water tower on Lot 28, Tract 19, Section C.

all as being consistent with the overall plan of development; and

WHEREAS, North Lake Corporation now wishes to file said restrictions for record so that any future purchasers of land will have knowledge of said restrictions;

NOW, THEREFORE, for and in consideration of the premises and of the obligations of the corporation to its purchasers, past and future, North Lake Corporation does hereby impose upon all of the 2022.33 acres of land first above described the restrictions set forth on "Exhibit A"

attached hereto, subject, of course, to right of the variance committee to grant variances as set forth herein above and as may be necessary for the benefit of all purchasers, said restrictions to be binding upon each purchaser and his successors in title as to all tracts.

WITNESS the execution hereof by the properly authorized officers of the corporation this 2nd day of May, 1977.



James Brizell  
Assistant Secretary

NORTH LAKE CORPORATION

BY: James A. Rehler  
President

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared James A. Rehler, President of North Lake Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of May, 1977.



Kathleen P. Hadden  
NOTARY PUBLIC IN AND FOR  
WILLIAMSON COUNTY, TEXAS.

## EXHIBIT A

1. Unless otherwise provided below, the premises herein conveyed shall be used only for lodges or homesites and not for any business or commercial purposes. No old houses shall be moved onto the property.

2. Any residence upon this land shall be of permanent construction and shall never be a trailer, mobile home, camper or portable or semi-portable building. Unless otherwise permitted by the hereinafter provided committee:

a. Any residence shall contain at least 1,000 square feet of heated area and shall consist of at least 50% masonry or masonry veneer at the ground level.

b. No temporary or part-time usage of the property by Grantee, his family, guests or his successors, through the use of a camper, camper-trailer, etc., shall be permitted for longer than three consecutive weeks.

3. Any lodge or residence on this tract shall contain at least one three-piece bathroom and usual kitchen plumbing facilities in accordance with modern building practices, all properly connected to a sewer system or disposal system in accordance with 4 herein.

4. Installation of septic-tank soil-absorption sewage-disposal system shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health and inspected by a duly authorized agent of the Williamson County Health Department. Written certification by inspecting agency that said installation is within said recommendations shall be presented to NORTH LAKE CORPORATION, its successors or assigns, by any Grantee, his heirs or assigns, prior to occupancy of premises.

5. This land shall be maintained in a clean and orderly condition at all times. The premises herein conveyed shall never be used for a feed lot or carry more than the normal number of livestock that said tract will carry without heavy supplemental feeding so as not to be a nuisance to adjoining tract owners. No hogs shall be allowed nor shall any other animals nor fowl be kept in such numbers as to constitute a nuisance. This restriction shall in no way prohibit the keeping of a family pet.

6. This land shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on this land. Material of any kind stored on said property shall be arranged in an orderly manner and shall be allowed only so long as NORTH LAKE CORPORATION, its successors or assigns, in its best and sole judgment deems such storage to be in the best interests of the property owners owning adjoining tracts.

7. In consideration of the safety of other owners and the general public, no rifle hunting shall be permitted on this land. Shotgun hunting using pellet loads is allowed on tracts of over 15 acres under conditions of extreme caution.

8. This property may be resubdivided by any Grantee, his heirs or assigns. In the event of such resubdivision, no tract shall contain less than one (1) acre unless otherwise permitted by the hereinafter provided committee.

9. Any Grantee, his heirs or assigns, of any portion of this land shall deliver to NORTH LAKE CORPORATION, its successors or assigns, one (1) copy of the plans and specifications at least fifteen (15) days

prior to the commencement of construction of any improvements upon said land and no such construction shall be commenced until NORTH LAKE CORPORATION, its successors or assigns, acting through its committee as hereinafter provided, shall have approved the plans as being consistent with the overall scheme or plan of development of the property.

10. No stone quarrying or pit extraction of sand and gravel shall be permitted for commercial purposes.

11. Unless a variance is granted as provided in Section 12 below, no building shall be constructed within 40 feet of any road or street or within 25 feet of any other property line as then existing.

12. NORTH LAKE CORPORATION hereby appoints a committee, initially consisting of James A. Rehler and C. A. Hays, Jr., for the purpose of considering any request by any owner for a variance from any of these restrictions. If such committee shall find that such request is not inconsistent with the overall scheme or plan of development of this land and that such variance will not cause unreasonable damage to the rights of adjoining property owners, it may grant such variance. At a later date, NORTH LAKE CORPORATION, its successors or assigns, at its election, may appoint three owners of portions of this land to replace the initial committee and may make reasonable provisions for the continuance of such committee and the replacement of its members as necessary.

13. The restrictions, covenants, conditions and limitations set forth above, and each of them shall be covenants running with the title to each and every tract, lot or parcel sold out of the lands described in this deed, until January 1, 2000, and so long thereafter until the same may be changed, amended or cancelled as hereinafter provided. These restrictions, covenants, conditions and limitations are to run with the land and shall be binding on all parties. On, or at anytime subsequent to the first day of January, 2000, by a majority vote of the then owners of the tracts, lots or parcels of NORTH LAKE RANCH, the restrictions, covenants, conditions and limitations hereby made may be changed, amended or cancelled in whole or in part; but until so changed, amended or cancelled, the same shall be continued in full force and effect.

14. Invalidation of anyone of these covenants or restrictions by judgment of any court, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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THE STATE OF TEXAS }  
County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify

that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office

on the 4th day of May A.D. 19 77 at 1:30 o'clock P. M. and duly recorded this

the 5th day of May A.D. 19 77 at 8:30 o'clock A. M. in the

Deed \_\_\_\_\_ Records of said County, in Vol. 668 pp. 403

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By *Alvin Whitehead* Deputy

DICK CERVENKA, CLERK,  
County Court, Williamson County, Texas