

Doc# 200606007533

**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

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**NORTH LAKE ESTATES**

NORTH LAKE ESTATES, INC.

TO

THE PUBLIC

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COMAL

§

THAT, NORTH LAKE ESTATES, INC., as owner and developer of the following described land and premises in Comal County, Texas, to-wit:

NORTH LAKE ESTATES, a subdivision of 94 tracts or "Lots" located In Comal County, Texas, according to a map or plat of said subdivision recorded in Volume 7, Pages 89-90 of the Map and Plat Records of Comal County, Texas, being 61.6885 acres more particularly described as 19.5858 acres of land in deed recorded in Vol. 348, Pages 867-869, 18.8525 acres of land in deed recorded in Vol. 348, Pages 870-872 and 23.2505 acres of land in deed recorded in Vol. 348, Pages 873-875, Comal County, Texas Deed Records.

Whereas, Article IV, paragraph 4.03 of the "Declaration of Covenants, Conditions and Restrictions" recorded in Volume 350, Page 146 of the Official Public Records of Real Property of Comal County, Texas states as follows:

"The covenants, conditions, and restrictions contained in this instrument shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer or the record owner of any Lot, assigns, and, unless amended as provided herein, shall be effective until December 31, 2003, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions contained in this instrument may be amended until December 31, 2003 by an instrument signed by not less than ninety percent (90%) of the record Lot owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this instrument may be amended by an instrument signed by a majority of the then existing record Lot owners."

Whereas, the Declaration of Covenants, Conditions and Restrictions for NORTH LAKE ESTATES, as recorded in Volume 350, Pages 141-147 of the Comal County, Texas Deed Records, in Section 1.01 thereof provides for appointment of members to the Architectural Control Committee. The Developer of the subdivision, being Jack Somers, has previously appointed members to continue to act as the Architectural

Control Committee, and subsequently resigned and relinquished power to appoint members by document dated May 10, 2004 and recorded as Document #200406016793 of the Deed Records of Comal County, Texas. Subsequently, other members have been appointed to the Architectural Control Committee by document dated July 27, 2004 and recorded as Document #200406028437 in the Deed Records of Comal County, Texas, and additionally by document dated April 13, 2005 and recorded as Document #200506013435 in the Deed Records of Comal County, Texas. Appointed standing members of the Architectural Control Committee as of the date of this document are to serve for a period not to exceed three (3) years. After the initial three (3) year appointment, the provisions of Article 1.01a will apply.

Whereas, the undersigned parties desire to amend the "Declaration of Covenants, Conditions, and Restrictions" pursuant to Article IV, Paragraph 4.03 of the original Declaration and the undersigned are owners of legal title and represent fifty-one percent of the Lot owners as shown by the Deed Records of Comal County, Texas.

Now, therefore, the undersigned owners hereby amend, in its entirety, the original "Declaration of Covenants, Conditions, and Restrictions", recorded in Volume 350, Page 141 through 147 of the Real Property Records of Comal County, Texas.

Further, the undersigned owners hereby adopt the following "Declaration of Covenants, Conditions, and Restrictions" which shall supersede the original "Declaration of Covenants, Conditions, and Restrictions", and the undersigned declare that all of the Properties described above as North Lake Estates, Inc., shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Real Property. These easements, covenants, restrictions and conditions shall run with said Real Property and be binding upon all parties having or acquiring any right, title or interest in said Real Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE ONE**  
**ARCHITECTURAL CONTROL**  
**Architectural Control Committee**

1.01. No building, fence, gate, wall, porch, deck, or other structure or improvement shall be erected, commenced or maintained nor shall any exterior addition to or change or alteration therein, be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee or such other person or persons as the Committee may from time to time appoint, or by a representative designated by the members of said Committee. The service rendered and to be rendered hereunder, by the Committee and its designated representative or agent shall be without compensation or charge to the owner or owners of the Lots. In the event of the inability, failure or refusal to act or the death of, or, resignation of a member of said Committee, the remaining members shall have full authority to approve or reject such plans, specifications and locations. The Architectural Control Committee shall be elected and members thereof removed and other members elected at the majority vote of the lot owners. Elected members of such Committee in

such numbers as agreed upon, shall thereafter exercise the same powers previously exercised by the Architectural Control Committee.

1.01a. Lot owners shall be represented by an Architectural Control Committee, which shall be elected by simple majority of the lot owners then present at any scheduled neighborhood meeting. The Architectural Control Committee shall consist of three persons plus one alternate who own property in North Lake Estates. Term of office shall be three years, with one new member of the Architectural Control Committee elected each year to replace the Committee person then completing their third year. Nothing shall prevent the re-election of any past or present Committee person to another term. The Architectural Control Committee shall:

(1.) Apply through appropriate proceedings and by majority opinion, these Covenants, Conditions, and Restrictions.

(2.) Approve or disapprove plans and specifications for improvements submitted in accord with these Covenants, Conditions, and Restrictions.

(3.) Conduct a minimum of one Architectural Control Committee meeting to include all lot owners each year. Lot owners shall be informed of the meeting date in writing at least 14 days in advance of such meeting.

(4.) Maintain records of correspondence from lot owners regarding compliance with Covenants, Conditions, and Restrictions.

Members of the Architectural Control Committee may only be relieved of their position for failure to attend three (3) successive sessions by majority vote of the other members of the Architectural Control Committee, or by the lot owners then present at any scheduled neighborhood meeting. Members of the Architectural Control Committee shall not be entitled to compensation for services performed as result of their office.

**Failure of Committee to Act**

1.02. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

**Expiration of Approval**

1.03. In the event the construction is not started within six (6) months of the written approval of the Architectural Control Committee, the approval is considered rescinded and must be resubmitted to the Architectural Control Committee for approval.

**Condition of Approval**

1.04. Submissions for approval will be considered only by the record owner(s) of the property being submitted. Approvals are not transferable. In the event the property is sold or conveyed in any manner to another party, a new approval of plans and specifications for proposed improvements must be submitted to the Architectural Control Committee in writing for subsequent consideration for approval.

**ARTICLE TWO  
USE RESTRICTIONS**

**Type of Buildings Permitted**

2.01. All Lots shall be used for single family residential purposes only, with the exception of Lot 94 which may be used either for single family residential or commercial purposes, provided, however, that if such Lot is to be used in whole or in part for a commercial purpose, the nature and purpose of such business use and all proposed improvements of any nature to be constructed in connection with such use shall first be approved in writing by the Architectural Control Committee of the subdivision as heretofore provided in Section 1.01. Any subsequent alteration of the commercial nature and purpose or construction of improvements upon Lot 94 shall likewise require similar prior written approval. Should such Lot 94 be utilized in whole or in part for residential purposes, any residential improvements, dwellings, or structures located thereon shall comply with all requirements for residential improvements, dwellings or structures imposed upon the other Lots within the subdivision unless deviations therefrom are approved in whole or in part in writing by the Architectural Control Committee. On all Lots other than Lot 94 no residential dwelling shall be erected, altered, placed or permitted to remain on any Lot in any form other than as a single family residence. On Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 dwellings may be single story, multi-story or split-level in nature. On all other Lots within the subdivision dwellings may be single story, multi-story or split-level in nature EXCEPT AND PROVIDED, however, that no dwelling shall exceed two (2) total stories or levels in number unless approved in writing by the Architectural Control Committee. Each residence shall be required to have a garage. Bona fide guest or servant's quarters incidental to the use of the Lots for single family residential purposes shall be permitted provided that such guest or servant's quarters likewise do not exceed two stories in height and are constructed simultaneously with, or after the construction of the detached single family residential dwelling on such Lot or Lots and in conformity to all other requirements contained in this instrument. No Geometrical or A-frame, Dome, Igloo, or Quonset Hut type structures will be considered or approved by the Architectural Control Committee.

**Minimum Floor Area, Height, Exterior Walls and Plumbing**

2.02. Any residential dwelling constructed must have a minimum livable, heated floor area of not less than 1,650 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and guest or servant's quarters. One and one-half story houses must have a minimum of one thousand (1000) square feet of living area, exclusive of porches, on the ground floor. No building or structure erected, altered, or placed on, within, or in the properties shall exceed thirty-five (35) feet in height measured from the highest point of ground under the structure to the topmost part of the roof. No exterior wall of any residence, or guest or servant's quarters shall consist of or be constructed with asbestos siding, nor shall any roofing material be utilized which causes excessive or unusual glare from the sun. The exterior walls of all buildings (residence, detached garage, guest quarters, and tool shed) shall be at least fifty percent (50%) by area composed of rock, brick, stone, or stucco. A cement fiberboard product meets the fifty percent (50%) composition requirement of rock, brick, stone, or stucco for these structures. In the case of a two-story dwelling (on Lots

permitted by these Covenants, Conditions and Restrictions), or split-level dwelling, part of which is two stories, the outer walls of the first story must meet the fifty percent rock, brick, stone, or stucco requirement. However, the fifty percent requirement will not apply to the outer walls of the traditional second story portion which may be constructed with a manufactured masonry, synthetic rock product, or material approved by the Architectural Control Committee. No vinyl or aluminum siding products are approved. All materials used must be approved by the Architectural Control Committee prior to start of construction. Residence and accessory building design and color should be harmonious with the landscape and compatible with existing structures. All buildings must be completed not later than nine (9) months after commencement of construction thereon, and no building shall be occupied or used for dwelling purposes until the exterior thereof is completely finished. No outside toilet other than a portable toilet used during the construction period shall be installed or maintained on any premises and all plumbing shall be connected to a sanitary sewer or septic system approved by State and local Departments of Health.

#### **Setbacks**

2.03. No building shall be located on any Lot nearer than twenty-five feet (25') to any Lot line which adjoins or is bounded by any public street or roadway, nor nearer than ten feet (10') to any other property line not adjoining nor bounded by public street or roadway. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot; and all references to public street or roadway shall mean the right of way line for such street or roadway. Notwithstanding the above provisions the Architectural Control Committee, hereinafter referred to, is hereby given authority to waive in writing the setback requirements, and to approve the direction that any building shall face when in the opinion of the Committee the proposed location and direction of the building will add to the appearance and value of the Lot and will not detract from the appearance and value of the other Lots.

#### **Resubdivision or Consolidation**

2.04. None of said Lots shall be resubdivided in any fashion without the prior written consent of the Architectural Control Committee; however, any person owning two or more adjoining Lots (or fractions thereof acquired with Architectural Control Committee's consent) may consolidate such Lots or fractions thereof, into a single building site, with the privilege of constructing improvements as permitted in Paragraphs 1.02 and 1.03 hereof on such resulting building site. If any Lot or Lots are resubdivided by permission of the Architectural Control Committee into building sites or if consolidation into a single building site occurs, the building setback provisions of Paragraph 1.03 shall be applied to each resultant building site as if each were one original Lot, but again provided that such resubdivision or consolidation shall not, unless approved by the Architectural Control Committee, result in any building site having a Lot line adjacent to any public street or roadway of less than would be required had no resubdivision or consolidation taken place.

#### **Easements**

2.05. Developer has previously reserved to itself, its successors and assigns, an easement or right of way over, under and across a strip of land five feet (5') in width

running along all property boundary lines of all Lots for the purpose of installation and maintenance of public utilities, drainage and sewage facilities, and any appurtenances to the supply lines therefore, including the right to remove and/or trim trees, shrubs or plants for such purposes. This reservation is for the purpose of providing for the practical installation of such utilities either by Developer or by any public or private authority or utility company as and when same may be desired by either. Neither the Developer nor any utility company, water district, political subdivision, or other authorized party or entity using the easements referred to above shall be liable for any damage done by them, or their assigns, agents, employees or servants, to shrubbery, trees or flowers, or to other property of any Lot owner situated within or encroaching upon any such easement.

#### **Water Sanitation and Drainage**

2.06. Sanitary control easements in connection with waterwell sites and prohibited activities in connection therewith are as designated and described on the plat of the subdivision.

A drainage channel is designated and located as shown on the plat of the subdivision running across Lots 93 through 88 inclusive. No activity shall be conducted upon any of the Lots upon which such channel is located which shall impair the natural flow of water through such channel for drainage purposes.

#### **Noxious or Offensive Activities Prohibited**

2.07. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No junk or wrecking yard shall be located on any Lot and no wrecked or junked vehicles, watercraft, or any other inoperable equipment or appliances may be permitted to remain on any Lot. The reasonable use of Lot 94 for commercial purposes permitted by the Architectural Control Committee shall not be deemed as annoyance or nuisance or noxious or offensive activity.

2.07a Seasonal decorations including yard and decorations attached to structures must be removed no later than 30 days after the season ends.

#### **Prohibited Residential Use**

2.08. No existing structure shall be moved onto any Lot and no structure of a temporary character, trailer, mobile home, recreational vehicle, travel trailer, manufactured home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No material of any kind shall be placed or stored on any tract unless construction of a permanent residence has begun.

#### **Signs**

2.09. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet (5' x 5') advertising the property for sale or rent; provided, however, that the owner and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale.

#### **Drilling and Mining**

2.10. Except as such rights are specifically reserved unto Developer hereafter, no oil or gas well drilling, oil or gas development operations, oil refining, quarrying,

mining operations or water well drilling operations of any kind shall be permitted on a Lot, nor shall oil or gas wells, water wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, water or other minerals, shall be erected, maintained, or permitted on any Lot, except that Developer expressly reserves unto itself, its successors and assigns, the right to conduct oil and gas well drilling, development and storage operations, and water well drilling operations, and the right of construction and maintenance of water storage facilities on one or more Lots or portions thereof within the subdivision which Developer or its successors and assigns may choose to own, operate and maintain for all of such purposes, including but not limited to the reservation, use, maintenance and operation of the presently existing water well site and facilities located on Lot 15 as shown on the plat of this subdivision.

**Rubbish, Trash and Garbage**

2.11. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Comal County burn ordinances are in effect and enforced in North Lake Estates.

**Animals**

2.12. With the exception of such activity as may be permitted by the Architectural Control Committee on Lot 94 under the terms of this Declaration, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Comal County Animal Control Laws are in effect and enforced in North Lake Estates.

**Prohibited Activities**

2.13. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot with the exception of such activity as may be permitted by the Architectural Control Committee under the terms of this Declaration on Lot 94 of the Subdivision.

**Compliance with Laws and Regulations**

2.14. No activity shall be conducted on any Lot in violation of any law of the State of Texas or of the United States, and Lot owners shall at all times comply with all applicable laws and regulations regarding the use of the property, imposed by any governmental regulatory body, including, but not limited to, all applicable health laws and regulations as may be imposed for sanitary control surrounding the well site on Lot 15 of the subdivision.

**Driveways/Antennas**

2.15. All driveways shall be constructed of asphalt, exposed aggregate finished concrete, concrete, stabilized road base or brick paver materials unless otherwise approved in writing by the Architectural Control Committee. All driveways must be shown on the plans submitted to the Architectural Control Committee and approved prior to any action being taken. The driveway will be the access from the public road to the garage and complimentary turning and backing areas.

2.16 There shall be no television or radio antennas on top of dwellings that are visible from the street. An eighteen (18) inch satellite dish may be used or the

residence may connect to available cablevision, subject to the payment of current connection fees and monthly charges. Nothing herein shall be construed to conflict with the rules and regulations set forth by the Federal Communications Commission.

**ARTICLE THREE  
WATER ASSESSMENTS**

3.01. An assessment in the amount of SIX HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$675.00) for the purpose of bringing water to each Lot, shall run against each Lot and/or part thereof, whether such Lot be described by Lot number or by a metes and bounds description thereof. Such assessment shall be, and is hereby secured by a lien on each Lot respectively; and if and when Developer, its successors or assigns, shall construct a water main in the street, roadway and/or utility easement running by said Lot or tract, and water is made available to same, said assessment aforesaid shall become immediately due and payable to Developer, or its successors or assigns, at the time such water supply is made available to the property. The water assessment herein provided for shall be applicable only to the providing of water by water main running by the said Lot or tract and does not include additional charges which may be incidental to the setting of any water meter or meters and "hook up" services.

**ARTICLE FOUR  
GENERAL PROVISIONS  
Enforcement**

4.01. The Architectural Control Committee, or any record Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations contained in this instrument. While Architectural Control Committee shall have the right to enforce such provisions, it shall have no responsibility to any Owner to do so. Failure to enforce any covenant or restriction contained in this instrument by the Architectural Control Committee or any Owner, shall in no event be deemed a waiver of the right to do so thereafter, unless such waiver is specifically provided for herein.

**Severability**

4.02. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**Duration and Amendment**

4.03. The covenants, conditions, and restrictions contained in this instrument shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Architectural Control Committee or the record owner of any Lot, and their respective legal representatives, heirs, record successors and assigns. The covenants, conditions, and restrictions contained in this instrument may be amended by an instrument signed by a majority (fifty-one percent) of the existing record Lot owners. No amendment shall be effective until recorded in the Deed Records of Comal County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

**Grandfather Clause**

4.04. These new Covenants, Conditions and Restrictions do not apply to current approved standing structures, dwellings, or the properties they are on or to their owners.

No compliance by additions or upgrades is implied or required, or will be enforced by Lot owners or the Architectural Control Committee to them. No retroactive application will ever be made. Further, that future purchasers of these preexisting dwellings and structures and the land they are on should not be expected or required to upgrade or expand residences or structures to comply with these new Covenants, Conditions and Restrictions. It is herein understood that these Covenants, Conditions and Restrictions will only be applicable to new dwellings and structures built after this date. Those approved dwellings and structures already standing on the properties will remain approved under these Covenants, Conditions and Restrictions and the Covenants, Conditions and Restrictions in force at the time of their construction. All improvements approved prior to execution date of this document are hereby grandfathered.

EXECUTED by the said Architectural Control Committee, this 23 day of

February, 2006

Yvonne Truesdell  
Diane M Schaul David Higgen

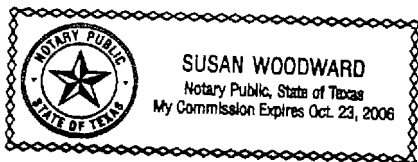
ATTEST:

THE STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority, on this day personally appeared Yvonne Truesdell, Diane Schaul, and David Higgen and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (t)he(y) executed the same for the purposes and consideration therein expressed, as the act and deed of said committee, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of February, 2006.



Susan Woodward