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## ESTATES OF WESTLAKE Phase 4b

### RESTRICTIONS

#### TO THE PUBLIC

#### STATE OF TEXAS

#### COUNTY OF WILLIAMSON

THAT LAKE GEORGETOWN, INC. of Georgetown, Texas, Williamson County, Texas has caused to be surveyed and platted the lands hereinafter described under the subdivision name ESTATES OF WESTLAKE, Phase 4b, and has caused the same to be subdivided into blocks and lots and does hereby dedicate the utility easements shown on the plat to the utilities, and does hereby impose upon the below described lots the following restrictions for the benefit of all the owners and purchasers thereof, as follows, to-wit:

#### I. DESCRIPTION

The Property covered by these restrictions is as follows:

*Slides 181-183* Estates of Westlake Phase 4b as shown on the plat recorded in *Cabinet CC*, of the Plat Records of Williamson County, Texas.

#### II. RESERVATIONS

The undersigned has declared that the aforesaid lots, which are shown on the plat above referred to, are held and shall be subject to the reservations, restrictions and covenants herein set forth.

#### III. USE OF LAND

All Lots in this Phase shall be used for single-family residence purposes only. No structure shall be erected, placed, altered or permitted to remain on any one of said lots, other than the one detached single family dwelling of no more than two stories in height, and private garages, carports, servant's quarters, storage rooms, underground pool, or utility room approved in writing by the Architectural and Restrictions Committee. No building shall be erected on any lot, until after or coincident with the building of a dwelling thereon.

No more than one dwelling (with the exception of a guesthouse not exceeding 1200 square feet) may be erected on any one lot, but the right is reserved to erect a dwelling on parts of any two lots as the same are defined on said recorded plat. No lot may be re-subdivided or cut into smaller parcels or tracts unless such re-subdivision is approved by the Architectural Control Committee hereinafter named, and approved by the City of Georgetown and County of Williamson in accordance with their regulations.

No residence of a temporary character shall be permitted on any lot. No shack, basement, garage, trailer, tent, barn or other outbuilding erected on or moved to any lot in the subdivision shall at any time be used as a residence, temporarily or permanently.

No noxious or offensive activity or profession shall be carried on, on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Notwithstanding anything to the contrary herein stated, the Developer may build or use any structure deemed necessary or advisable for sales and administrative purposes during the development of the 10.324 acre tract of which this subdivision is a part.

#### **IV. LOT AREA AND FRONTAGE**

Every dwelling erected on any lot shall front or present a good frontage on the street on which said lot fronts. The size, shape and frontage of any lot shall be defined by the recorded plat of ESTATES OF WESTLAKE PHASE 4b.

#### **V. APPROVAL OF PLANS**

No building or fence shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications, exterior materials, exterior colors and plot plan showing the location of such building have been approved in writing as to quality of construction, conformity and harmony of design with existing structures in the subdivision by an Architectural and Restrictions Committee (the "ARC") composed of Bobby Fredrickson, or by a representative designated by a majority of the members of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a successor representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 90 days after said plans and specifications have been submitted to it, and no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after May 1, 2040. Thereafter the approval described in this covenant shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by this committee.

Such Committee shall be empowered to consider requests or variances from the restrictions contained therein and to grant the same, if found by the Committee to be desirable from the standpoint of balancing the needs of applicant with the needs of all owners of lots in the subdivision to avoid disruption of the overall plan or scheme of development of said land. Said Committee is authorized to relocate utilities to any easement within said subdivision, provided that in the case of a utility easement, the utility companies have not already installed such utilities. Construction of all dwellings, and any outbuildings, must be by a Builder approved by the ARC.

## VI. SIZE AND CONSTRUCTION OF DWELLING AND PERMITTED USES

**Square Footage:** Dwellings must be at least 3,000 square feet of air-conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces and balconies, and may not exceed two (2) stories in height.

**Exterior Materials:** The exterior of all dwellings, including chimney, erected on said lots shall be 100% masonry. (In computing this percentage, all gables and window and door openings shall be excluded from the total area of exterior.) With the approval of the ARC as to a substitute material, masonry requirements shall be waived where exterior walls sit above interior clear spans rendering masonry structurally unfeasible. The ARC has the right to approve a unique design that uses other exterior materials that are vital to the architectural theme.

**Roof:** Roofs may be constructed of either (a) shingles which have at least a 30- year warranty and are dimensional, (b) concrete or clay tile, (c) metal, which must have a dull finish upon installation and meets the ARC's approval as to color, type and finish. Roofs will have a 6/12 pitch or greater. All chimneys will be topped with metal caps.

**Foundations:** No more than three (3) feet of vertical surface of concrete slab shall be exposed to view from any public street or adjacent lot.

**Bedrooms and Bathrooms:** Any dwelling constructed on the property shall have a minimum of two bedrooms and a three piece bathroom including lavatory, toilet and tub or shower connection to a septic tank, soil absorption, sewage disposal system in accordance with the minimum recommendations of the Division of Sanitary Engineering, Texas State Department of Health, and inspected and approved by a duly authorized agent of the Williamson County Department of Health or their successor agencies. Written certification of the inspecting agency that said installation is within said recommendations shall be presented to the Architectural Control Committee by Buyer prior to occupancy.

**Temporary Buildings:** No temporary buildings may be placed on the lots during the construction of the dwelling without the written approval of the ARC, but shall not remain there in excess of nine (9) months.

**Garages:** All residences must have a side entry or swing-in enclosed garage (no carports) suitable for not less than two (2) automobiles, which shall comply with all restrictions, covenants, conditions and limitations on use provided for other improvements in the subdivision. No garage may be enclosed as living area without first obtaining written approval from the ARC. A secondary detached garage, if approved by the ARC, may be front entry provided that the threshold of the garage is located behind a line parallel to the rear line of the dwelling.

**Driveways:** All driveways must be constructed of concrete: either pebble-finish not to exceed 3/8 inch paving stones or broom finish. No asphalt driveways are allowed. The location of all driveways must be approved by the ARC.

## VII. OUTBUILDING REQUIREMENTS

Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling on which it is appurtenant, and shall be subject to the written approval of the ARC.

Plans for separate garages or lawn tool buildings must be submitted for signed approval to the

ARC with a complete drawing showing it is within the set back lines before any construction on said building is begun. All buildings shall be masonry, have a roof of the same material as the house and be located at least fifty feet (50') behind the dwelling and at least fifty feet (50') from any dwelling on any adjoining lot.

### **VIII. BUILDING SETBACK**

The building setback from the street shall be sixty-five feet (65'). The building from the rear lot line shall be as set forth in the recorded plat of this subdivision as recorded in Williamson County. No part of any building shall be nearer to the side property lines than fifteen feet (15'), and the building setback lines on the plat on the front and rear of each lot shall also be used as a filtration strip for water pollution abatement, and no construction of impervious cover shall be constructed on said area other than driveways, not exceeding a total of twenty-four feet (24') in width.

### **IX. SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS**

The construction and maintenance of signs, billboards and advertising structures of any kind on any lot is prohibited, except that one sign no larger than 2 feet by 3 feet in size, advertising the rental or sale of property shown on the recorded plat is permitted; and on lots owned by builders, an additional sign of the same size is allowed. The Developer may erect signs of larger size advertising the subdivision.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground, and approval by the ARC for the installation of any such tank is mandatory. Only normal household quantities of any toxins, pesticides or other pollutants may be kept on the premises.

All dog pens and/or dog runs must be out of neighbors' views. No more than three (3) dogs shall be permitted. This may be done by planting landscaping shrubs approved in writing by the Architectural Control Committee. Said barrier must be properly maintained and repaired or replaced as needed.

No animals, livestock, pigeons or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Williamson County has an "animal restraint by a leash" ruling.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed within sixty-five feet (65') of the street.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Small amounts of such materials may be kept in sanitary containers. All incinerators or other equipment, or the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall not be visible from the street except on established trash pickup days.

Said premises are to be kept in a neat and presentable condition and shall not have stored thereon old vehicles which are not used for a one month period or other unsightly objects.

No cars, trucks, boats, or other vehicles of any character shall be placed, parked or stored overnight on the street in front of the dwelling thereon. Boats shall be stored completely out of sight

from the street – i.e., fully behind the dwelling, or in a fenced or landscaped area approved by the Architectural Control Committee which screens the entire boat/trailer. RV's shall be stored out of sight of the street in an approved secondary garage.

Wrought iron fences are allowed around the rear and side boundaries of the lots. They are not to be used around the entire property. Privacy fences are not permitted. All fences must be approved by the Architectural Control Committee. Invisible dog fences are not permitted on any lot.

No fence, wall, hedge or shrub planting which obstructs the view of traffic shall be placed or permitted to remain on any lot within twenty feet (20') of the intersection of the street and any driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained above twelve feet to prevent obstruction of the view of oncoming traffic.

No firearms shall be discharged.

## **X. ANTENNAS AND SIGNALS**

No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a building or structure or otherwise, without approval of the Architectural Control Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot.

## **XI. LANDSCAPING**

Owners shall landscape their front and back yards within sixty (60) days of completion of the residence. A thirty (30) day time extension may be requested due to unusual weather conditions. All landscape plans and specifications (including plant type, size and location) must be approved by the ARC. The entire front, side and back yards shall be on an automatic, underground sprinkler system and must be sodded with grass, except for shrubbery or flower beds. Sod may be Buffalo, Zoysia, or Bermuda. The Developer reserves the right to file a lien for any money spent to correct unacceptable yards should Developer not be promptly reimbursed.

Dirt level must be two inches (2") below curb so the sod is below curb level to facilitate sheet flow of the lot.

## **XII. LIGHTING**

Rock column with light to be built, located and installed per plans and specifications provided by the ARC. Maintenance is the responsibility of the lot owner.

## **XIII. UTILITIES AND DRAINAGE**

Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. All utilities are to be underground. Building and/or landscaping shall not alter natural sheet flow of surface drainage onto or off of any lot. Any concentration of runoff water caused by any added

improvement shall be redirected to its existing natural runoff patterns. It is the responsibility of the builder to design and provide adequate drainage facilities to prevent the flooding of any improvement placed on these lots. The property owner must maintain adequate drainage facilities to prevent flooding of any dwellings or outbuildings on or from these lots.

#### **XIV. DURATION AND RIGHT TO ENFORCE**

The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Architectural RC or the owner of any lot subject to the restrictions in the declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the ARC, or any one or more of the owners of the properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive; and the undersigned, the ARC or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided or on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by them but shall have no obligation to do so. It is understood that all expenses, attorney fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the ARC shall have no obligation to bear such expense, although they may contribute to such expense if they so desire.

The covenants, conditions and restrictions herein shall be effective until May 1, 2040 after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by vote of three fourths of the owners of lots in said subdivision, with each lot in each subdivision having one vote, taken prior to expiration of said ten year period or for any current extended period, and filed of record in the Official Records of Williamson County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision at the end of such twenty year period or current extended period. However, the terms and conditions of these deed restrictions shall not cease without the approval of the City of Georgetown, in accordance with the platted subdivision restrictions.

#### **XV. AMENDMENT**

This Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until December 31, 2007, or until Declarant no longer owns a majority of the lots in the subdivision, whichever event occurs last. Notwithstanding the foregoing, Declarant may amend this Declaration at any time to correct typographical and grammatical errors.

#### **XVI. BINDING**

All covenants and restrictions shall be binding upon the purchaser, his heirs, executors, administrators, successors and assigns, and said covenants and restrictions are for the benefit of all lot

owners within the subdivision or any Phase thereof.

#### XVII. PARTIAL INVALIDATION

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

Dated: October 4th, 2006

LAKE GEORGETOWN, INC.

By Carol Trevathan  
Carol Trevathan, President

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on October 4th, 2006 personally appeared Carol Trevathan, for Lake Georgetown, Inc., who acknowledges to me that she executed the above and foregoing document as the act and deed of such corporation, and in the capacity therein stated.

Daphne E. Reavis  
Notary Public, State of Texas



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2006088743

Nancy E. Rister

10/10/2006 10:17 AM

PHERBRICH \$40.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

④ Longhorn Title