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6 PGS

2005085894

## ESTATES OF WESTLAKE

### 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 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:

Estates of Westlake Phase 4A as shown on the plat recorded in Cabinet AA,  
Slides 380-382, 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 and one-half stories in height, and private garages, carports, servant's quarters, storage rooms, underground pool, or utility room approved in writing by the Architectural Control Committee. No building shall be erected on any lot, until after or co-incident with the building of a dwelling thereon.

No more than one dwelling 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 outbuildings erected on or moved to any lot in the subdivision shall at any time be used as a residence, temporarily or permanently.

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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 55.45 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 4A.

#### **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 Control Committee composed of Carol Trevathan and Jamie Witten, 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 to 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, 3000. 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.

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

Dwellings must be at least 2,800 square feet of living and heating area.

The exterior walls of all dwellings erected on said lots shall be 100% masonry; Hardi-plank may be substituted for masonry with written approval from the Architectural Control Committee on colonial /ranch style homes on gables, upper two-story sides. If chimney is on building plans, it must be stucco, or rock origin. Roof pitch must be 6/12 or better. Roof can be shingle, metal or tile. Shingles to have at

least a 30- year warranty and shingles shall be dimensional. Colored tin shall only be used with the approval of the Architectural Control Committee.

No more than three feet of slab shall show from the front or sides of the dwelling, unless stuccoed in same style as house.

Any dwelling constructed on the property shall have a minimum of two bedrooms, a concrete driveway, a two automobile attached or detached side entry garage (see Section VII), 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 may be placed on the lots during the construction of the dwelling with the written approval of the Architectural Control Committee, but shall not remain there in excess of nine (9) months.

## **VII. OUTBUILDING REQUIREMENTS**

Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling on which it is appurtenant. It shall also be subject to approval of the committee outlined in Paragraph V of these covenants.

Plans for separate garages or lawn tool buildings must be submitted for signed approval to the Architectural Control Committee with a complete drawing showing it is within the set back lines before any construction on said building is begun. Buildings that do not match the façade of the house, must be of either stucco, masonry, stone, brick, stone veneer or brick veneer, and shall be permitted provided they are architecturally acceptable to the committee referred to, have a roof of the same material as the house, are located at least seventy-five feet (75') from any dwelling on any adjoining lot and are located behind the dwelling.

A detached garage may be front entry provided that the threshold of the garage is located behind a line parallel to the rear line of the dwelling.

No RV of any size shall be stored on any lot.

## **VIII. BUILDING SETBACK**

Lots shall have a front setback of 60', a rear setback of 25'. No part of any building shall be nearer to the side property lines than fifteen feet (15'), and the building set back 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 unless concealed, either by landscaping or fencing, planted or constructed immediately upon installation of the tank. Approval by the Architectural Control Committee 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 feet (60') 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.

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 three 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.

Wrought iron fences with rock columns at corners (centered on the property pins) 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. Fences must be approved by the Architectural Control Committee.

No fence, wall, hedge or shrub planting which obstructs the view of traffic shall be placed or permitted to remain on any lot within fifteen feet (15') 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 at sufficient height 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**

Builder shall landscape their front yards. A sprinkler system is to be installed in the front yard. The yard from the front of the house is to be sod or approved coverage by Architectural Control Committee.

## **XII. LIGHTING**

All lots must have an electric light pole to be located and installed per plans and specifications provided by the Architectural Control Committee. 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 from pole to house. 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 buildings on other lots or other 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 Control Committee 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 Architectural Control Committee, 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 Architectural Control Committee 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 Architectural Control Committee 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, 3000 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 twenty 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. 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 27, 2005

LAKE GEORGETOWN, INC.

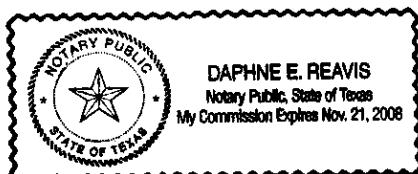
By Carol Trevathan  
Carol Trevathan, President

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on October 27, 2005 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.

Daphne E. Reavis  
Notary Public, State of Texas



DAPHNE E. REAVIS  
Notary Public, State of Texas  
My Commission Expires Nov. 21, 2008

RETURN TO  
Longhorn Title Co., Inc.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2005085894

Nancy E. Rister

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MARY \$36.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS