

GLENLAKE PHASE ONE ORIGINAL DEED
RESTRICTIONS, AMENDMENTS AND
CORRECTIONS

Deed Restriction Revision History:

Document 1:

Original Glenlake Phase One Deed Restrictions Document from **Developer**,
05/14/79

Document 2:

Developer Amendment, 11/17/81

Summary: Amends Paragraph 20 to set aside Lots 43 and 52 for the water
system.

Document 3:

Homeowners Association Amendment, 10/18/86

Summary: Amends Paragraph 3 to establish the Glenlake Homeowners
Association and replace the Developer's responsibilities re: the Architectural
Control Committee.

Document 4:

Homeowners Association Correction to Amendment, 12/09/91

Summary: Corrects a typographical error in the previous Homeowner
Association Amendment.

DOCUMENT 1: Original Glenlake Phase One Deed Restrictions Document from Developer, 05/14/79

Restrictions

The State of Texas

County of Travis

Gulfmont Management Company, a Texas corporation (“Developer”) is the owner of that certain real property in Travis County, Texas, known as Glenlake Phase One (“the Subdivision”), as shown by map or plat thereof, recorded in Vol. 77, Pages 233-239, Plat Records of Travis County, Texas, to which map or plat, and the record thereof, reference is here made for all purposes.

Developer desires to create and carry out a uniform plan for the improvement and development of all of the sites in the Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following restrictions, covenants and easements (all of which are sometimes referred to herein as the “restrictions”) to apply to the use, improvement, occupancy, and conveyance of all lots in the Subdivision, including the dedicated roads and streets therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

SUBDIVISION RESTRICTIONS

1. Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except that the Developer has the option at any time to designate one or more lots not theretofore conveyed by Developer for use as a Park. There may also be constructed a garage, servants’ quarters, and/or guest’s quarters, so long as the same are connected (by covered breezeway, or otherwise) with, and used in conjunction with, each single-family, private residence. Unless the

Architectural Control Committee referred to in 3, below, gives express advance written approval for an exception, no garage or carport shall face the street on which the lot fronts. Developer shall have the right to maintain an office within the Subdivision on any lot so selected, from time to time by Developer.

2. Lot area. No lot shall be re-subdivided without the specific prior written approval of the Architectural Control Committee.
3. Architectural Control Committee. An Architectural Control Committee shall be appointed, from time to time, by Developer, with the advice of residents in the Subdivision. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure for all owners, harmony of aesthetic values of external design with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. The Committee shall not be held responsible for any loss or damage, or be liable in any way whatsoever for any errors or defects which may or many not be shown on plans and specifications submitted to the Committee for approval, or in any building or structure erected in accordance with such plans and specifications or otherwise. Notwithstanding anything else herein to the contrary, the Architectural Control Committee shall have the right, power and authority to authorize a variation or modification from any restrictions contained in Sections 4 and 17, below, as may be applicable to any lot, when in the opinion of the Architectural Control Committee such modification or variation shall not detract from the quality or attractiveness of the property, or when unusual characteristics of a lot (such as shape or topography) warrant a variation. Such authorization must be in writing.
4. Structures.
 - a. No more than one dwelling shall be built on any one lot; and no dwelling shall be built or shall remain on any lot, having a floor area of less than 1,800 square feet of which at least

1,440 square feet would be ground floor area (all dimensions measures to exterior walls), exclusive of attached garages or other similar appendages.

- b. No improvements shall be placed or altered on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee. If the Architectural Control Committee disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to the methods of curing any matters disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans with thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.
- c. No structure shall be used until the exterior thereof, is approved pursuant to b, above, and sanitary sewerage disposal facilities, as referred to in Section 16, below, are completely finished.
- d. No structure shall be located on any lot nearer than fifty (50) feet to any exterior lot line (i.e. any street), nor nearer than twenty-five (25) feet to any interior lot line as measured from the extremities of the roof overhang, -- provided, however that the setback lines may be relaxed by the Architectural Control Committee if (in its sole opinion) the prescribed distances are not feasible; and if one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

- e. No structure shall be placed on any lot which (by reason of high walls or fences, excessive height or especially peaked roof design) unreasonably will obscure the view of Lake Austin from a dwelling located or reasonably to be located upon an abutting lot (and, for this purpose, "abutting lot" includes a lot separated only by a street).
 - f. No trailer, tent, shack, garage, barn or other out-building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures, and except as to Developer's office as referred to in 1, above.
 - g. With reasonable diligence, and in all events within twelve (12) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed.
 - h. No fence, wall or hedge or radio or television aerials or antennae shall be built at any location on any lot prior to submitting a detailed drawing to the Architectural Control Committee and obtaining its written approval thereof. No "ranch-type" fencing such as barbed wire or sheep and goat wire shall be permitted.
5. Signs. No "For Sale" or "For Rent" signs may be displayed without the prior written approval of Developer; and no other type of sign or advertising may be displayed on any lot. Developer, if it maintains an office within the Subdivision, shall have the right to erect and maintain on the property such signs as it may deem necessary or proper.
6. Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

7. Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.
8. Garbage and trash disposal. No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incineration or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator; and unless so burned, the same shall be removed by the lot owner to a location outside the Subdivision or to a location designated by the Developer.
9. Storage of materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.
10. Animals. 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 purpose. Upon specific written approval of the Architectural Control Committee, which approval may be limited as to time, a horse or horses may be kept on a lot or lots.
11. Drainage structures. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.
12. Unsightly storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No outside clothesline shall be placed on any lot and no unsightly vehicles shall be kept on any lot unless the same are fully screened from the view of the public and other residents in the Subdivision.

13. Off-street parking. Before and after occupancy of a dwelling on any lot, the owner must provide appropriate off-the-street parking for all his vehicles.
14. Grass and weeds. The owner of each lot shall keep vegetation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed so that the same shall remain in a neat and attractive condition; upon any failure of the owner to do so within thirty (30) days after notice to said owner of such condition, the Developer or its agent may enter upon said lot to remove, cut or trim the same at the expense of the owner, -- provided that the cost to owner shall not exceed One Hundred Dollars (\$100.00) per lot annually.
15. Oil, Gas and Mineral Development. No oil or gas drilling or development operations or oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands. No derrick or other structure designed for use in boring or drilling for oil or gas shall be erected or maintained upon any part of the lands included in the Subdivision.
16. Sewerage. No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Austin. Every dwelling shall have an individual sewerage disposal system which meets or exceeds the minimum standards of State and Country health regulations. The drainage of any other sewerage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.
17. Easements, etc. Developer hereby reserves a right-of-way and easement ten (10) feet wide from the property line adjacent to the street along the front lot line of each lot for any and all utilities, drainage, television or communication cables. These perpetual easements area reserved across the

lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair, and maintain electrical power, water, sewerage, gas, telephone and similar utility facilities and services for all the lots and properties in the Subdivision. Access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance repair or replacement work has proceeded. Developer further reserves an easement under and above all roads and streets in the Subdivision for the purpose of installing, operating and maintaining any and all improvements in connection with utility and drainage easements. Developer reserves the right to re-design and change easements for utility and similar purposes, subject to the land use plan design and dwellings to be built thereon. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by the Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any private or public utility company entering into and upon said property for the purposes set forth in this Section 17.

18. Covenants running with the land. All the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the same; and in order to prevent a breach or to enforce the observance or performance of the same, Developer shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.

19. Partial invalidity. Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc. – all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

20. Amendment. By instrument filed in the Deed Records of Travis County, Texas, the restrictions may be amended at any time prior to December 31, 1981, by Developer. Thereafter, amendment may be made by lot owners who represent ownership of three-fourths or more of the total number of lots in the Subdivision.

21. Duration of Restrictions.
 - a. The restrictions herein provided for and adopted shall remain in full force and effect until December 31, 2008.

 - b. At the end of the terms provided in a, above, and at the end of each ten (10) year extension herein provided, the restrictions herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the lots in the Subdivision and shall have been recorded in the office of the County Clerk of Travis County, Texas, agreeing to change said restrictions, in whole or in part.

DOCUMENT 2: Developer Amendment, 11/17/81

AMENDMENT TO RESTRICTION

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS by instrument dated May 14, 1979, recorded in Vol. 6570, page 1130, of the Deed Records of Travis County, Texas, GULFMONT MANAGEMENT COMPANY, a Texas corporation, as Owner/Developer did thereby impress the hereinafter described property with certain restrictions, covenants, and easements, all as set out in said instrument, with reference being here made to same for all purposes; and

WHEREAS Paragraph #20 of said instrument provides that said restrictions and provisions may be amended at any time prior to December 31, 1981, by said Developer; and WHEREAS said Developer now desires to add an amendment to said instrument so that this Amendment shall become and be a part of Paragraph #1 thereof, and shall be effective as a part thereof as fully as if included in said original instrument, such Amendment being as follows:

“Developer shall have the right to use Lots 43 and 52 for any purpose in connection with constructing, maintaining and enlarging from time to time a water system, including but not limited to all of the following: erection of water storage tanks, pump houses, water treatment plant complete with clarifier, pump house, filters, chlorination and chemical treatment facilities, etc., and enclosing the facilities in a chain-link fenced area.”

The real property affected by said original instrument and by this Amendment is:

THE ENTIRE SUBDIVISION KNOWN AS GLENLAKE, PHASE ONE, in Travis County, Texas, as shown on the map or plat thereof which is recorded in Vol. 77, pages 233-239, of the Plat Records of said county.

DOCUMENT 3: Homeowners Association Amendment, 10/18/86

AMENDMENT TO SUBDIVISION RESTRICTIONS

STATE OF TEXAS

COUNTY OF TRAVIS

Gulfmont Management Company, a Texas corporation (herein call the Developer) executed Restrictions (herein called the Restrictions) for each of two subdivisions (herein called the Subdivisions) situated in Travis County, Texas, respectively known as:

Glenlake Phase One (herein called Phase One); and
Glenlake Phase Two (herein called Phase Two)

The Restrictions are recorded in the Real Property Records of Travis County, Texas, as follows:

Phase One is volume 6570, page 1430, of the Deed Records; and
Phase Two is volume 7426, page 234, of the Deed Records

The Restrictions of each of the Subdivisions provide, among other things, for appointment by the Developer of an Architectural Control Committee, and that amendment of the Restrictions may be made by lot owners who represent ownership of three-fourths or more of the total number of lots in the Subdivision.

NOW, THEREFORE, I Edward L. Linde, an attorney-in-fact for each owner of a lot or lots in the Subdivisions whose power of attorney granting me authority to execute this instrument in the name, place and stead of such owner is attached hereto, and which powers of attorney are made a part hereto, declare that lot owners who represent ownership of three-fourths or more of the total number of lots in each of the Subdivisions do hereby amend the Restrictions, effective the date this instrument is filed for record in the Real Property Records of Travis County, Texas, as follows:

In the Restrictions applying to Phase One and in the Restrictions applying to Phase Two, the restriction headed “3. Architectural Control Committee,” is amended in its entirety so as to read as follows:

“3. Homeowners Association: Architectural Control Committee,

“a. The owners of lots in Glenlake Phase One and Glenlake Phase Two may form an organization to represent and promote the collective interests and welfare of such owners, herein called the Glenlake Homeowners Association, whether the organization be literally so named or otherwise. In the event more than one such organization exists at any time, the organization whose members represent ownership of the largest percentage of the total number of lots in Glenlake Phase One and Glenlake Phase Two shall be deemed to be the Glenlake Homeowners Association referred to herein. If the Glenlake Homeowners Association has a steering committee (or any committee of a property owners organization, no person shall be eligible to serve at the same time on both such committee and the Architectural Control Committee referred to in the next paragraph.

“b. An Architectural Control Committee shall be appointed, from time to time, by the Glenlake Homeowners Association. No building, fence, wall, or other structure shall be commenced upon any lot in Glenlake Phase One or Glenlake Phase Two, 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 by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. The Committee shall not be held responsible for any loss or damage, or be liable in any way whatsoever for any errors or defects which may or may not be shown on plans and specifications submitted to the Committee for approval, or in any building or structure erected in accordance with such plans or otherwise. Notwithstanding anything else herein to the contrary, the Architectural Control Committee shall have the right, power and authority to authorize a variation or modification from any restrictions contained in Sections 4 and 17, below, as may be applicable to any lot, when in the opinion of the Architectural Control Committee such modifications or variation shall not detract from the quality or attractiveness of the property, or when unusual characteristics of a lot (such as shape or topography) warrant variations. Such authorization must be in writing.

“c. In the even that any such 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 herewith shall be deemed to have been had.”

DOCUMENT 4: Homeowners Association Correction to Amendment,
12/09/91

CORRECTION TO AMENDMENT OF SUBDIVISION RESTRICTIONS

Edward L. Linde (Linde) hereby corrects the “Amendment of Subdivisions Restrictions” (the “Amendment”) for Glenlake Phase One and Glenlake Phase Two (the “Subdivisions”) as follows:

WHEREAS, the Subdivisions are governed by Restrictions recorded at Volume 6570, Page 1130 (Glenlake Phase One) and Volume 7426, Page 254 (Glenlake Phase Two), of the Deed Records of Travis County, Texas; and

WHEREAS, Linde as attorney-in-fact for owners of lots in the Subdivisions executed the Amendment, which Amendment is recorded at Volume 9333, Page 21, of the Real Property Records of Travis County, Texas; and

WHEREAS, “Glenlake Phase One” is the correct legal name of the Subdivision, and the Subdivision was therefore accurately identified in the Amendment; and

WHEREAS, the Amendment contained a typographical error in the recording reference to the Restrictions governing Glenlake Phase One, identifying page 1130 incorrectly as 1430;

NOW THEREFORE, Linde hereby corrects the Amendment to reflect that the recording reference concerning Glenlake Phase One that appears in the eighth line of said Amendment should be and is hereby changed to Volume 6570, Page 1130 of the Deed Records of Travis County, Texas. In all other respects, Linde ratifies and reaffirms the Amendment.