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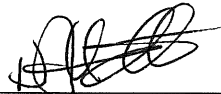
AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

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FLINTROCK AT HURST CREEK
COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Flintrock at Hurst Creek Property Owners' Association, a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association

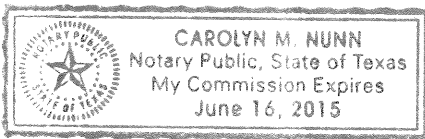
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 30th day of March, 2011².

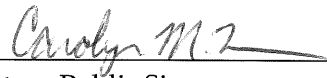


HJ Winnett, Secretary

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me of this 30th day of March, 2011², by Jerry Winnett, the Secretary of the Flintrock at Hurst Creek Property Owners' Association, a Texas non-profit corporation, on behalf of said corporation.

[SEAL] 
CAROLYN M. NUNN
Notary Public, State of Texas
My Commission Expires
June 16, 2015



Notary Public Signature

Cross-reference to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of the Master Restrictions (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

**FLINTROCK AT HURST CREEK
COMMUNITY MANUAL
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PLEASE NOTE THAT THE POLICIES AND PROCEDURES CONTAINED HEREIN DO NOT CONSTITUTE THE ENTIRE MASTER RESTRICTIONS, RULES OR POLICIES FOR FLINTROCK AT HURST CREEK. THE POLICIES AND PROCEDURES CONTAINED IN THIS DOCUMENT HAVE BEEN ADOPTED BY THE BOARD TO COMPLY WITH LEGISLATION ADOPTED BY THE 82ND TEXAS LEGISLATURE.

ATTACHMENT 1

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION

The undersigned incorporator, for the purpose of forming a private non-profit membership corporation under and by virtue of the laws of the State of Texas, hereby adopts the following Articles of Incorporation:

FILED
in the Office of the
Secretary of State of Texas

JUN 21 2001

ARTICLE I

Name

Corporations Section

The name of the corporation is FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION (the "Association").

ARTICLE II

Definitions

The words and terms used herein shall be deemed to have the same definitions and meanings as in the Flintrock at Hurst Creek Master Declaration of Covenants, Conditions and Restrictions (the "Original Declaration"), the Original Declaration dated May 24, 2000, filed and recorded May 25, 2000 in the Real Property Records of Travis County, Texas as Document No. 2000080983, as amended by First Amendment to Master Declaration of Covenants, Conditions and Restrictions dated May __, 2001, to be filed and recorded in the Real Property Records of Travis County (the "First Amendment"), and the Supplemental Declaration to the Original Declaration ("Supplemental Declaration") to be filed and recorded in the Real Property Records of Travis County in Volume , Pages through of the Real Property Records of Travis County, Texas, (hereinafter, the Original Declaration, the First Amendment, the Supplemental Declaration and any subsequent amendments shall be referred to as the "Declaration") and the terms of which are incorporated herein by reference.

ARTICLE III

Duration

The Association shall exist perpetually, subject to the right of the Members to dissolve the Association pursuant to the Declaration.

ARTICLE IV

Purposes and Powers

The Association is not organized for the purpose of gaining pecuniary profit. No part of the net earnings of the Association, if any, shall inure to the benefit of or be distributable to any Member, director or officer nor to any other Person other than by acquiring, constructing or providing management, maintenance and care of the property of this Association and by a rebate of excess membership dues, fees or assessments. The purpose of the Association is to own, develop, assess, regulate, operate, maintain and manage portions of Flintrock at Hurst Creek for the common use or benefit of the Owners and occupants of lands. Without limiting the generality of the foregoing, to the extent authorized by the Board, and in

ARTICLES OF INCORPORATION

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION - Page 1.

accordance with the provisions of the Declaration, the Association shall be empowered (but not obligated by these Articles):

- (a) To accept, own, operate and maintain all Association Property and to pay all real and personal property taxes and other taxes and assessments levied upon any property owned or leased by the Association;
- (b) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount;
- (c) To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Flintrock at Hurst Creek rules, not in conflict with the Declaration, as it deems proper covering any and all aspects of its functions;
- (d) To appoint and remove members of the Architectural Committee as provided in the Declaration and to ensure that at all times there is a duly constituted and appointed Architectural Committee;
- (e) To enforce, in its own behalf and on the behalf of the Owners, the covenants, conditions and restrictions set forth in the Declaration;
- (f) To execute mortgages and deeds of trust for construction facilities and to accept lands from Declarant subject to such mortgages and deeds of trust;
- (g) To provide an annual audit by an independent Certified Public Accountant of the accounts of the Association and to make such audit available for inspection and review by Association members; and
- (h) To carry out all duties of the Association as set forth in the Flintrock at Hurst Creek Restrictions;

ARTICLE V
Character of Business

The character of business which the Association initially intends actually to conduct in the State of Texas is the fulfillment of all its duties and responsibilities and the exercise of all its rights, powers and prerogatives under the Declaration.

ARTICLE VI
Membership: Declarants Control Period

The Association shall have one class of Membership. Other than its Members, the Association shall have no shareholders, and no capital stock shall be authorized or issued. Notwithstanding anything to the contrary in this Master Declaration, no Builder shall be entitled to vote for a Lot or dwelling unit until it holds a Certificate of Occupancy by the appropriate governmental agency for such Lot or dwelling unit.

The voting rights of the Members shall be as provided in the Declaration. It is hereby expressly acknowledged that the Declaration is subject to amendment to change the qualifications and requirements as to who are the Members of the Association and their voting rights.

The First Amendment to the Declaration provides for a "Declarant Control Period" during which time the Declarants shall have exclusive authority to elect a majority of the Association Board of Directors until the Declarants have sold ninety-five percent (95%) of the total number of dwelling units or lots authorized for all of their properties to persons other than the Declarant. Such Declarants Control Period will be determined collectively as to all of the entities constituting a Declarant hereunder and continues until all Declarants have sold ninety-five percent (95%) of the total number of dwelling units or lots authorized for the Property. The Association By-laws will contain a provision classifying the Board of Directors and providing for the Declarants to elect a majority of the Association Board of Directors during the applicable Declarant Control Period. Such By-law provision may not be amended during the Declarants Control Period without Declarants' consent. The Original Declarant is HPK Ventures, Ltd. and Flintrock, Ltd., is the successor to HPK Ventures, Ltd. as to the Single-Family Property.

ARTICLE VII

Registered Agent Registered Office

Duke McDowell, whose address is 1313 R.R. 620 South, Suite 201, Austin, Texas 78734, is hereby designated as the initial registered agent and his said address is hereby designated as the initial registered office of the Association for the State of Texas.

ARTICLE VIII

Board of Directors and Officers

The business, property and affairs of the Association shall be managed, controlled and conducted by a Board of Directors. The number of directors, who shall serve without compensation, shall not be less than three (3) nor more than seven (7), as shall be specified in the Bylaws. The initial Board shall consist of three (3) directors. Except for any director appointed in these Articles, any director elected or appointed by Declarant or any director that is an employee of Declarant, each director shall be a Member; provided, however, if the Member is other than an individual, such Member shall be required to appoint an individual as its duly authorized representative to exercise the Member's vote and to provide the President of the Association with written notice of the appointment. If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant. The names and addresses of the persons who shall serve as directors until the first annual election of directors or until their successors are elected and qualified are:

James Kirby	12416 Hymeadow Drive Suite 101 Austin, Texas 78750
Duke McDowell	1313 R.R. 620 South Suite 201 Austin, Texas 78734
Jerry Winnert	1313 R.R. 620 South Suite 100 Austin, Texas 78734

ARTICLES OF INCORPORATION

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION - Page 3.

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The Board shall have the power to adopt Bylaws and to change or amend the Bylaws as it may from time to time deem appropriate. The Bylaws shall prescribe, among other things, the date of the annual meeting of the Members of the Association.

The principal officers of the Association shall be a President, a Secretary, a Treasurer and, if deemed necessary by the Board, one or more Vice Presidents, all of whom shall be elected by the Board. The President shall have those powers, duties and responsibilities provided in the Declaration and the Bylaws.

ARTICLE IX Incorporator

The name and address of the Incorporator of this Association is:

F. Michael Seay
Clark & Seay, P.L.L.C.
15301 Spectrum Drive, Suite 510
Addison, TX 75001

ARTICLE X Private Property

The Members, committees, committee members, directors and officers of this Association and Declarants, and any Related Entity (collectively, the "Protected Persons") shall not be individually or personally liable for the debts or other liabilities of this Association, and the private property of the Members, committees, committee members, directors and officers of this Association and the Protected Persons shall be forever exempt from corporate debts or liabilities of any kind whatsoever.

ARTICLE XI Selfdealing

No transaction, contract or act of this Association shall be either void or voidable or in any other way affected or invalidated by reason of the fact that any Protected Person, any Owner, or any officer, director, committee member or Member of this Association, or any other corporation or other entity of which it [the Association] or he [the Protected Person] may be an officer, director, member or shareholder, is in any way interested in such transaction, contract or act, provided the interest of such Protected Person, Owner, officer, director, committee member or Member is disclosed to or known by the members of the Board or such Members or directors as shall be present at any meeting at which action is taken upon any such transaction, contract or act. Nor shall any such Protected Person or any Owner, Officer, director, committee member or Member be accountable, or otherwise responsible to this Association for or in connection with any such action, contract or transaction or for any gains or profits realized by it [the Association] or him [the Protected Person] by reason of the fact that it or he, or any other corporation or other entity of which it or he is an officer, director, member or shareholder is interested in any such transaction, contract or act. Any such Protected Person, Owner, officer, director, committee member or Member, if it or he is a director, after making full disclosure of his interest, may be counted in determining the existence or a quorum at any meeting of the Board which shall authorize or take action upon any such transaction, contract or act, and it or he may vote at any such meeting to authorize, adopt, ratify or approve any such transaction, contract or act to the same extent as if it or he, or any other corporation or other entity of which it or he is an officer, director, member or shareholder, were not interested in such transaction, contract or act.

ARTICLE XII
Indemnification

To the fullest extent permitted by law, every director and officer of the Association, every member of the Architectural Control Committee and any other committee and the Protected Persons (to the extent that a claim may be brought against any of the Protected Persons by reason of the appointment, removal or control over members of the Board or the Architectural Control Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities including, but not limited to, attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or, in the case of the Protected Persons, by reason of having appointed, removed or controlled or failed to control members of the Board or the Architectural Control Committee), or any settlement thereof, whether or not he is a director, officer or member of the Architectural Control Committee or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that the Person to be indemnified hereunder did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

ARTICLE XIII
Limitation of Liability

To the fullest extent permitted by applicable laws of the State of Texas, as they may be amended from time to time, every officer, director and committee member of the Association shall be exempt from personal liability to the Association, its Members, every Owner and every other Person for monetary damages for breach of fiduciary duty as an officer, director or committee member.

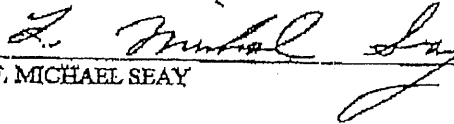
ARTICLE XIV
Amendments

These Articles of Incorporation may be amended at a lawfully held meeting of the Members by the affirmative vote of a majority of the votes entitled to be cast by those Members present in person or by proxy at a duly held meeting at which a quorum of Members is present. Notwithstanding the foregoing, (a) for so long as Declarant or any Related Entity Owner owns any property subject to the Declaration, no amendment of these Articles of Incorporation shall be effective without the approval of the Declarant, and (b) unless the amendment is prepared by the Declarant, no amendment of these Articles of Incorporation shall be effective without the approval of the Board. These Articles of Incorporation shall not be amended to contain any provisions that would be contrary to or inconsistent with the Declaration, and any provisions of or purported amendment to these Articles of Incorporation which is contrary to or inconsistent with the Declaration shall be void to the extent of such inconsistency.

ARTICLE XV
Inconsistency Priority

The Association is being formed pursuant to and for the purpose of effectuating the provisions of the Declaration. In the event of any inconsistency between the terms of the Declaration, as amended from time to time, and the terms of these Articles, as amended or supplemented from time to time, the terms of the Declaration shall control.

21st IN WITNESS WHEREOF, the undersigned incorporator has hereunto affixed his signature on this day of June, 2001.


F. MICHAEL SEAY

F:\McDowell\F\In\Rock\POA\HOA art inc 6/11.wpd



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
CHARTER NUMBER 01633465

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHDRIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JUNE 21, 2001

EFFECTIVE JUNE 21, 2001



Henry Cuellar

Henry Cuellar, Secretary of State

ATTACHMENT 2

BYLAWS

BYLAWS
OF
FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION

ARTICLE I
Identity

Section 1. **Declaration.** These Bylaws shall govern the operation of the Flintrock at Hurst Creek Property Owners' Association (the "Association"), a Texas non-profit corporation created pursuant to that certain Flintrock at Hurst Creek Master Declaration of Covenants, Conditions and Restrictions (the "Original Declaration"), the Original Declaration dated May 24, 2000, filed and recorded May 25, 2000 in the Real Property Records of Travis County, Texas as Document No. 2000080983, as amended by First Amendment to Master Declaration of Covenants, Conditions and Restrictions dated May __, 2001, to be filed and recorded in the Real Property Records of Travis County (the "First Amendment"), and the Supplemental Declaration to the Original Declaration ("Supplemental Declaration"), to be filed and recorded in the Real Property Records of Travis County (hereinafter, the Original Declaration, the First Amendment, the Supplemental Declaration and any subsequent amendments shall be referred to as the "Declaration") and the terms of which are incorporated herein by reference.

Section 2. **Terms.** Terms used herein that are defined in the Declaration shall have the same meanings as in the Declaration.

Section 3. **Priority of Declaration and Articles.** The provisions of the Declaration and the Articles shall have priority over these Bylaws, and any provision hereof which is contrary to or inconsistent with the Declaration or the Articles shall be void to the extent of such inconsistency.

Section 4. **Principal Office.** The principal office of the Association shall be located initially at 1313 R.R. 620 South, Suite 201, Austin, Texas 78734.

Section 5. **Seal.** The Board of Directors may obtain a seal for the Association, which shall bear the name of the Association, the word "Texas", the word "non-profit", the year of incorporation, and such other matters as the Board of Directors may elect, but the use of a seal is optional and is not required for the validity of any contract, deed or other document.

ARTICLE II
Membership

Section 1. **Members.** The Association shall have one class of Membership. Other than its Members, the Association shall have no shareholders, and no capital stock shall be authorized or issued. Notwithstanding anything to the contrary in the Declaration, no Builder shall be entitled to vote for a Lot or dwelling unit until it holds a Certificate of Occupancy by the appropriate governmental agency for such Lot or dwelling unit.

Section 2. **Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association or at such time as the Board of Directors shall designate. Thereafter, annual meetings of the Members shall be held on the third Thursday in January of each year beginning at 10:00 a.m. at the principal office of the Association. Said annual meeting may be held at such other reasonable place or time as may be designated by written notice by the Board or by written notice signed by the Owners having one-fifth (1/5) of the total votes outstanding, computed as

provided in the Declaration, delivered not less than ten (10) days or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members.

Section 3. Special Meetings. A special meeting of the Members shall be promptly scheduled by the Board in response to:

- (a) the vote of the Board itself; or
- (b) A written request for a special meeting signed by the Members representing at least five percent (5%) of the total voting power of the Members entitled to vote on the matter to be considered at the special meeting.

Section 4. Notice of Meetings. Except as provided in the Declaration and in this Article II Section 2 hereinabove, no notice of the annual meeting need be provided. Notices of meetings of Members shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice for a special meeting shall be given to each Member by: (a) personal delivery; or (b) first class mail, postage prepaid and shall be given not less than ten (10) days nor more than fifty (50) days before the date of any meeting at which Members are required or permitted to take any action. Any Member may waive notice of any meeting before, during or after the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, postage prepaid.

Section 5. Voting. The voting rights of the Members shall be as provided in the Declaration. It is hereby expressly acknowledged that the Declaration is subject to amendment to change the qualifications and requirements as to who are the Members of the Association and their voting rights.

Section 6. Declarants Control Period.

(1) Declarants shall have exclusive authority to elect a majority of the Association Board of Directors until the Declarants have sold ninety-five percent (95%) of the total number of dwelling units or lots authorized for all of their properties to persons other than the Declarant (the "Declarants Control Period"). The Declarants Control Period will be determined collectively as to all of the entities constituting a Declarant hereunder and continues until all Declarants have sold ninety-five percent (95%) of the total number of dwelling units or lots authorized for the Property. After the Declarant Control Period, Declarant's exclusive authority to appoint a majority of the Association Board of Directors shall cease, and Declarant shall only have the votes, if any, to which it is entitled in Section 7.03(A) of the Original Declaration.

(2) During the Declarants Control Period, both HPK and Flintrock, Ltd. shall have equal representation on the majority component of the Association Board of Directors. Notwithstanding anything herein to the contrary, until such time as a Declarant has sold (95%) of the total number of dwelling units or lots authorized for its portion of the Property, then such Declarant shall have the right, in its sole and absolute discretion, to veto any Association Board action that directly affects the planning, design, construction or development of its portion of the Property, other than Assessments. A Declarant's veto must be exercised within ten (10) days after it receives notice of the Board's action.

(3) After the Declarant Control Period, Declarant's exclusive authority to appoint a majority of the Association Board of Directors shall cease, and Declarant shall only have the votes, if any, to which it is entitled in Section 7.03(A) of the Master Declaration, and the right of veto as provided in Section 7.03(B)(2) above shall expire.

(4) The Declarant Control Period shall not be applicable to the Golf Course Property as no association will be formed by the Golf Course Owner with respect to the Golf Course Property.

Section 7. Quorum. The presence at any meeting, in person or by proxy, of a majority of the Members of the Association is required to constitute a quorum. Unless the vote of a greater number is required by these Bylaws, the Articles, the Declaration or applicable law, the affirmative vote of a majority of the Members (as defined in the Declaration) shall be binding as the act of the Members. A meeting of the Members shall not be organized, and no business of the Association shall be transacted at any meeting of Members (except as provided in Section 8), unless a quorum of Members is present at the meeting in person or by proxy.

Section 8. Adjourned Meetings. If any meeting of Members cannot be organized because the quorum requirements have not been satisfied, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than forty-eight (48) hours and not more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be waived, and any action at the adjourned meeting shall be taken by a vote of the majority of the votes present. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and date of the adjourned meeting shall be given to the Members in the manner prescribed in Section 4 of these Bylaws.

Section 9. Action Taken Without A Meeting. The Members shall have the right, pursuant to applicable Texas law, as may be amended from time to time, to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of Members to resolutions specifying the action. The foregoing written consent of Members shall be unanimous, unless Texas law allows the action to be taken with the written consent of a lesser percentage, in which event the action may be taken upon the written consent of the greater of (i) the percentage required under Texas law; or (ii) the percentage required under the Declaration and the Bylaws.

Section 10. Proxy. Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Any form of proxy or written ballot distributed by any person to the Owners shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the proxy or written ballot. The proxy or written ballot shall provide, where the Owner specifies a choice, that the vote shall be cast in accordance with that choice. The proxy shall also identify the individual or individuals authorized to exercise the proxy and shall not be valid for a period greater than eleven (11) months.

Section 11. Order of Business. The order of business at all meetings of the Members shall be as follows:

- a) Verification of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting.
- d) Reports of officers.
- e) Reports of committees.

- f) Appointment of inspectors of election, when required.
- g) Announcement of the intent to cumulate votes, when required.
- h) Election of members of the Board, when required.
- i) Unfinished business.
- j) New business.
- k) Adjournment.

ARTICLE III
Board of Directors.

Section 1. Number and Qualification. The business, property and affairs of the Association shall be managed, controlled and conducted by a Board of Directors. The initial Board of Directors shall consist of three (3) members. The number of directors may be altered from time to time by resolution of a majority vote of the Board of Directors, but only within the limits prescribed by the Articles. In the event of any increase in the number of directors in advance of the annual meeting, each additional director shall be elected by the then members of the Board of Directors and hold office until his successor is elected and shall qualify.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or otherwise directed to be exercised and done by the Members or the President. The powers of the Board of Directors shall include, but not be limited to, all of the rights and duties of the Board of Directors as set forth elsewhere in these Bylaws, the Articles and the Declaration and shall also include the power to promulgate such rules and regulations pertaining to the rights and duties of Members of the Association, and all other matters, as may be deemed proper and which are consistent with the foregoing.

Section 3. Election and Term of Office. The members of the Board shall be elected by a plurality of votes cast at the annual meeting of the Members, or if approved by the Board, by the optional mailed ballot procedure provided in Section 14 of this Article below. Notwithstanding anything in the Bylaws or the Articles to the contrary, during the Declarant Control Period, the Declarants may appoint a majority of the members of the Board without a meeting of Members or an election, and HPK and Flintrock, Ltd. shall have equal representation on the majority component of the Board. Cumulative voting shall not apply in any election of members of the Board. A director shall serve until removed or until his successor is duly elected and qualified. Any director may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation of any director shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 4. Vacancies. Vacancies on the Board of Directors caused by any reason shall be filled by vote of the majority of the remaining directors even though less than a quorum, or by the remaining director if there be only one, and each individual so elected shall be a director until his successor is duly elected and shall qualify.

Section 5. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. Directors and Officers, however,

may be reimbursed for any actual expense incurred in connection with their duties as such officers or directors.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of directors, but at least two such meetings (including an organization meeting within ten days of the election of directors) shall be held during each fiscal year. The meeting place shall ordinarily be within the Property itself, unless, in the judgment of the Board, a larger meeting room shall be located as close as reasonably possible to the Property. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting unless the time and place of the meeting is fixed by the Bylaws. Notice of a meeting need not be given to any director who has signed a waiver of notice or written consent to holding of a meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president on not less than seventy-two (72) hours' prior written notice signed by the President, or oral notice by the President, and given to each director, personally or by mail, telephone or telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall also be called by the President in like manner and on like notice, upon the written request of at least two (2) of the directors other than the President. Notice of a special meeting of the Board shall also be posted in the manner prescribed for notice of regular Board meetings. Notice of any such meeting need not be given to any director who signed a waiver of notice or a written consent to holding of the meeting. Special meetings of the Board shall ordinarily be held within the Property itself, unless in the judgment of the Board, a larger room is required than exists within the Property, in which case the meeting room shall be located as close as reasonably possible to the Property.

Section 8. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed to be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 9. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. No business of the Board shall be transacted at any meeting unless a quorum is present. Every act or decision made or done shall be by a majority of the directors present at a duly held meeting.

Section 10. Adjournments. The Board of Directors may adjourn any meeting from day to day or for such other time as may be prudent or necessary in the interests of the Association, provided that no meeting may be adjourned for a period of longer than thirty (30) days. In addition, the Board may, with the approval of a majority of a quorum of its members, adjourn a Board meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business considered by the Board in executive session shall first be announced in open session.

Section 11. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining from the directors a unanimous written consent to resolutions specifying the action. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 12. Fidelity Bonds. The Board of Directors may require, in its discretion, that all officers and employees of the Association handling or responsible for the Association's funds shall be appropriately bonded. In the event such bonds are required upon determination of the Board of Directors, the premiums therefor shall be paid by the Association.

Section 13. Committees. Subject to any rights of Declarant to appoint members of the Architectural Control Committee, as may be set forth in the Declaration, the Board of Directors may appoint committees of the Board, which committees shall have the powers and authority designated in the resolution or resolutions establishing them.

Section 14. Optional Election Procedure. Nominations for election to the Board of Directors may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

At the option of the Board, elections for Directors may be held by mail. The Secretary shall cause notice of the elections to be mailed or delivered to each Owner at least ten (10) days prior to the closing date established by the Board for filing of ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in this Section, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "Election Date".

On the Election Date, the Board or its designee shall open and count the ballots. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

ARTICLE IV Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, a Treasurer and, if deemed necessary by the Board of Directors, one or more Vice Presidents, all of whom shall be elected by the Board of Directors. The directors may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary. Any person holding the office of President must be a director. Persons holding offices other than that of President need not be directors. Any one person may hold two or more offices at the same time, except that no one person shall simultaneously hold the office of President and Secretary.

Section 2. Election of Officers. The officers of the Association shall be elected from time to time by the Board of Directors. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person

who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected.

Section 4. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board, President or the Secretary. The resignation of an officer shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by vote of a majority of the Board of Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have all of the general powers and duties that are normally vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from among the Members of the Association from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association. The President shall also have such other powers as provided for in the Declaration.

Section 7. Vice President. The Vice President, if a Vice President is chosen (or the most senior Vice President, if there shall be more than one), shall take the place of the President and perform his duties whenever the President shall be absent, unable to act or refuses to act. If neither the President nor a Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. A Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members; he shall have the custody of any seal of the Association; he shall have charge of the Membership books and such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

Section 9. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 10. Compensation. No compensation shall be paid to officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Association in any other capacity, unless, before the services are undertaken, a resolution authorizing such remuneration shall have been unanimously adopted by the Board in accordance with the provisions of the Declaration, the Articles, these Bylaws and applicable law.

ARTICLE V Architectural Committee

There shall be a Architectural and Environmental Control Committee (the "Architectural Committee") as provided for in the Declaration. The Architectural Committee shall be appointed in the manner provided for in the Declaration and shall have such duties and powers as provided for in the Declaration.

ARTICLE VI Enforcement

Section 1. Power of Board. Subject to any restrictions under the Declaration, the Articles and applicable law, the Board shall have the power to impose reasonable fines, which shall not exceed fifty dollars (\$50.00) per violation, and to suspend an Owner's right to use any Association Property for a period not to exceed thirty (30) days, for violation of the Declaration, the Articles, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to prevent ingress or egress to or from the Owner's Lot or Parcel. The failure of the Board to enforce any provision of the Declaration, the Articles, these Bylaws or any rule or regulation of the Association shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Covenants Committee. The Board may delegate all of a portion of its authority pursuant to this Article VI to a committee which the Board may designate and name as it chooses (the "Covenants Committee").

Section 3. Notice and Hearing. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the Owner with written notice describing in detail the particulars of noncompliance. If upon expiration of thirty (30) days from the date of such notification, the Owner has failed to remedy such noncompliance, the Board shall provide notice to the Owner of a hearing at which meeting, it shall determine whether the noncompliance exists and, if so, the estimated cost to correct or remove the problem. If noncompliance exists, Owner shall have forty-five (45) days from the date of the Board's ruling to remedy the problem. If Owner does not comply with the ruling within the forty-five (45) day period, the Board may either remove or remedy the noncompliance at the Owner's expense. If such expenses are not promptly repaid by Owner to the Association, the Board shall levy an assessment against such Owner and his land.

ARTICLE VII Miscellaneous

Section 1. Books and Accounts. Subject to the provisions of the Declaration, the Board, at all times, shall keep, or cause to be kept by the Treasurer, true and correct records of account in accordance with generally accepted accounting principles, and shall have available for the inspection of all Members and other Persons as specified in the Declaration, if any, at reasonable times, such books that shall specify in reasonable detail all expenses incurred and funds accumulated from assessments or otherwise. Notwithstanding anything to the contrary herein, the Association's records of account may be kept on a cash accounting basis if the Board so elects, subject to requirements of applicable law. The Board shall also establish reasonable rules with respect to:

- a) Notice to be given to the custodian of records by the Member desiring to make the inspection;
- b) Hours and days of the week when such an inspection may be made;
- c) Payment of the cost of reproducing copies of documents requested by a Member.

Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

Section 2. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes, checks and contracts or other obligations shall be executed on behalf of the Association by such one or more directors or officers of the Association as the Board shall designate.

Section 3 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

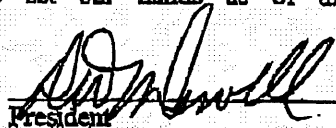
Section 4. Venue. The proper venue for any dispute arising in connection with these Bylaws shall be Travis County, Texas.

Section 5. Notice. Any written notice to the Members, the Association or any committee thereof that is required or permitted under the Bylaws or the Declaration shall be given in accordance with Section 11.04 of the Declaration. The address of the Association for purposes of such notice shall be its principal office, as set forth in Article I, Section 4 hereof.

ARTICLE VIII
Amendment of Bylaws

These Bylaws may be amended by the affirmative vote of a majority of the Board of Directors. Notwithstanding the foregoing, during the Declarants Control Period, no amendment of these Bylaws shall be effective without the approval of Declarant. These Bylaws shall not be amended to contain any provisions that would be contrary to or inconsistent with the Declaration or the Articles, and any provision or purported amendment or modification to these Bylaws which is contrary to or inconsistent with the Declaration or the Articles shall be void to the extent of such inconsistency.

THE FOREGOING BYLAWS having been adopted by the Board of Directors of the Association by unanimous consent without a meeting on _____, 2001, the undersigned, being the President and Secretary of the Association, have hereunto set our hands as of the ____ day of _____, 2001.



President



Secretary

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ATTACHMENT 3

SINGLE FAMILY DESIGN GUIDELINES

FLINTROCK FALLS DESIGN GUIDELINES



AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
e-mail: rburton@winstead.com

FLINTROCK FALLS
SINGLE FAMILY DESIGN GUIDELINES

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of Flintrock at Hurst Creek Property Owners' Association, Inc., a Texas non-profit corporation (the "**Association**"), and that this is a true and correct copy of the current Flintrock Falls Single Family Design Guidelines, and was adopted and approved by the Architectural Control Committee and Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 22nd day of March, 2012.

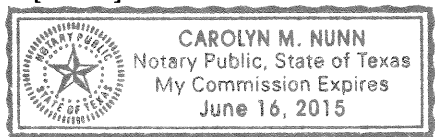


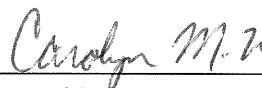
Jerome H. Winnett, Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of this 22nd day of March, 2012, by Jerome H. Winnett, the Secretary of the Flintrock at Hurst Creek Property Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]





Notary Public Signature

Cross-reference to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005167713, in the Official Public Records of Travis County, Texas, as amended (collectively, the "**Declaration**").

FLINTROCK FALLS DESIGN GUIDELINES

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Exhibit Description

A	Legal Description of the Property (Single Family Property)
B	Summary of Design Review Process
C	Application for Preliminary Submittal
D	Application for Final Submittal
E	Application for Project Completion Review
E-1	Application for Landscaping Plan Review
E-2	Application for Pool Plan Review
F	Application for Review of Modifications to an Existing Approved Residence
G	Owner's Statement of Intent to Comply with the Design Guidelines
H	Approved Type 1 Driveway Detail
I	Metal Fence Detail Design Drawings
J	Air Conditioning Screening
K.	Builder Application
L.	Xeriscape Guidelines

FLINTROCK FALLS DESIGN GUIDELINES

These Single Family Guidelines are applicable to all property subject to the terms and provisions of the Declaration and zoned for single family residential use (collectively, the "SF Property").

1.0 AUTHORITY

In accordance with *Section 3.08* of the Declaration, all Improvements constructed or placed on the SF Property, and any alteration to an existing Improvement constructed thereon, must be approved in advance and in writing by the Architectural Control Committee (the "ACC").

Section 10.03 of the Declaration grants to the ACC the authority to adopt procedural and substantive rules related to the review and approval of Improvements. These Design Guidelines are adopted by the ACC in accordance with *Section 10.03* and have been approved by the Board of Directors of the Association.

Each Owner is advised to request a current copy of the Single Family Guidelines prior to submitting an application for the approval of any Improvement.

A. PURPOSE OF GUIDELINES

The general purpose of these Single-Family Guidelines is to create an orderly and predictable basis for design review and approval of Plans and Specifications. The foregoing statement of purpose shall in no event be interpreted to create standards for review and is intended to express the general goals of the ACC when reviewing proposed Improvements.

B. APPROVAL/DISAPPROVAL

Noncompliance with these Guidelines is grounds for disapproval of any Plans and Specifications. The ACC may disapprove the construction or design of a home on purely aesthetic grounds, where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners. Prior decisions or rules regarding matters of design or aesthetics will not be deemed to have set a precedent if the ACC feels that the repetition of such actions will have any adverse effect.

2.0 BUILDER INFORMATION, AGREEMENT, APPLICATION AND APPROVAL

Each Owner acknowledges and agrees that, unless specifically waived in writing by a majority of the ACC and the Board, any third-party who will cause Improvements to be constructed on the Property (a "Builder") must submit the following documents to the Association, these include: (i) an executed builder agreement (the "Builder Agreement") and (ii) a fully completed builder application, a copy of which is attached hereto as Exhibit "K" ("Builder Application"), and that a Builder must be approved by the Association prior to causing any Improvements to be constructed on the Property. In the event the Owner is the Builder, the Owner will be required to execute the Builder Agreement, complete and submit a Builder Application to the ACC and be approved by the ACC prior to causing any Improvements to be constructed on the Property. A copy of the current Builder Agreement is attached hereto as Exhibit "A". The Builder Agreement obligates the Builder to comply with the Declaration, these Design Guidelines, and other applicable restrictions and provides for monetary deposits. The monetary deposits are required to discharge expenses that may be incurred by the Association if the Builder fails to comply with the Declaration, these Design Guidelines, and any other applicable restrictions and the approval and construction requirements. The ACC and the Board has the sole and absolute discretion to approve a builder and to establish the monetary deposits which amounts may take into consideration, among other

FLINTROCK FALLS DESIGN GUIDELINES

things, the experience or lack of experience of the Builder, or the nature of the construction methods associated with the proposed Improvements, and such monetary deposits may vary or change.

Approval of proposed Improvements or the builder does not constitute the ACC's endorsement of the Builder the Owner has selected to construct the Improvements. Neither the ACC, the Association, nor any of their Board members, officers, committee members, employees, or agents warrant or otherwise attest to the experience or reputation of a Builder or any subcontractor utilized by a Builder. If a dispute arises between the Owner and a Builder, it is the Owner's sole responsibility to resolve such dispute. In the event of any such dispute, the Owner acknowledges and agrees that all the restrictions within the Declaration and the Design Guidelines will continue in full force and effect and may in no event be waived during the pendency of such dispute unless specifically approved in writing by a majority of the ACC and the Board.

3.0 DESIGN REVIEW

In general, the design review process is divided into four phases. The first phase provides for review of preliminary plans by the ACC. The second phase is to insure that the final plans and construction drawings are consistent with previously approved preliminary plans and Design Guidelines. The third phase begins after the commencement of construction and consists of periodic monitoring of the building process. The fourth and final phase includes an inspection to determine whether actual construction was completed in compliance with the Design Guidelines and in compliance with the approved Plans and Specifications.

It is strongly recommended that each Owner retain professional architectural or design assistance in the planning and design of the Residence, landscaping or other Improvements. The design review and approval process has been established to provide adequate checkpoints during the design, planning and construction process so that time, materials and effort are not wasted on Plans and Specifications that do not comply with the Design Guidelines. Each Owner is responsible for complying with the Design Guidelines, the Declaration, any Supplemental Declaration and all applicable ordinances, rules and regulations and building codes of the Governing Authorities, as the same may be amended from time to time. The design review process is accomplished through the submittal and approval procedures as set forth in these Design Guidelines. The Design Guidelines apply to all new construction, renovations, modifications, or re-construction of any and all Improvements. Pre-approval by the ACC is required prior to commencing any new construction, renovations, modifications, or re-construction of any and all Improvements.

3.1 THE DESIGN REVIEW PROCESS

The design review process was established such that the ACC reviews Plans and Specifications at various stages of the construction process. Each Owner is responsible for making sure that all development and construction that occurs on an Owner's Lot complies with the Design Guidelines, as amended, and all other applicable provisions of the Declaration, as well as all the rules and regulations of any Governing Authority.

3.2 REVIEW CRITERIA

While the Design Guidelines are intended to provide a framework for construction and modifications, the Design Guidelines are not all inclusive. In its review process, the ACC may consider the quality of

FLINTROCK FALLS DESIGN GUIDELINES

workmanship and design, location in relation to surrounding structures, topography, and finish grade elevation, among other things. ACC decisions may be based on purely aesthetic considerations. Unless a variance is granted, the ACC shall not grant approval for proposed construction that is inconsistent with the Design Guidelines.

No construction plan will be allowed to be duplicated within a five (5) Lot radius of the original design. **Design of each home should consider size, shape and topography of the Lot.**

3.3 PROCEDURES

The ACC will review proposed Improvements during its regular meetings or at such other times as the ACC deems appropriate. Owners, architects, and/or Builders shall have the right to make a presentation before the ACC, provided they request to do so in writing. The ACC will provide Owners with a written response within fifteen (15) calendar days after receiving a completed submittal. The written response is the official response from the ACC. Any request for clarification or responses to review comments must be provided to the ACC in writing.

3.4 THE REVIEW PROCESS AND DRAWING SUBMITTALS

Plans and Specifications for new construction, renovations, modifications, or re-construction of any and all Improvements must be submitted in duplicate to the ACC. The design review process is divided into four phases:

- I Preliminary Submittal
- II Final Submittal
- III Construction Term
- IV Final Inspection

A summary of this process is found in Exhibit "B".

I. PRELIMINARY SUBMITTAL

The review of preliminary submittals by the ACC will be of an advisory nature; therefore, such submittals may include informal presentations. In order that the ACC may give just consideration to the proposed work, it is recommended that preliminary submittals adequately describe the site plans, floor plans or layout, and materials of the proposed Improvement. Favorable review of "preliminary submittals" by the ACC will neither imply nor guarantee acceptance of "final design submittals".

The **APPLICATION FOR PRELIMINARY SUBMITTAL** is attached as Exhibit "C". The preliminary submittal materials shall be submitted in duplicate along with the appropriate Review Fee to the ACC.

Preliminary Submittals shall include:

- A. A site plan, at a scale no less than 1" = 10' on a 24" x 36" or a 30" x 42" sheet or at such other scale and size as the Architectural Board may approve from time to time, showing the following:

FLINTROCK FALLS DESIGN GUIDELINES

1. location and area of the Building Site;
2. location and area of the Residence or proposed Residence;
3. location of all proposed Improvements;
4. distances from any proposed Improvements to nearest Lot lines, building setback lines, easements, and/or any existing Improvements including but not limited to driveways, parking areas, patios, pools, walls, fences, proposed utility service facilities, and routes;
5. location of topographic and vegetative features of the site including: (1) any proposed site grading (cut or fill), (2) topographic features such as washes or rock outcroppings, (3) locations of existing protected trees, including identification of every tree with a diameter of 16 inches or more at a height of 4-feet 6-inches above existing grade, (4) other major plants to be retained or removed, and (5) elevation of the slab, all building floors, roof peaks, patios, and terraces, shown in relation to site contour elevations;
6. Location of the construction entrance for the Lot;
7. Calculation confirming that the impervious cover on the Lot does not exceed 60% of the area of the Lot;
8. Proposed drainage for the Lot including any swales or berms and related notes; and
9. Such other items as the ACC may require from time to time.

B A professional survey, at the same scale as the site plan, showing the Lot boundaries and dimensions, legal description, Lot number and street address, existing surface contours at a minimum of 2-foot intervals, major terrain features such as rock outcrops, washes and existing trees.

C Roof plan and floor plans at no less than 1/4" = 1 foot. Roof plans will show the sloped roof areas, any proposed skylights, etc. Floor plans shall show decks, patios, retaining walls related to the Residence and Improvements, trash enclosures, mechanical equipment and utilities, screening and enclosures of yards, location of driveways and walkways, and other appurtenances.

D Exterior elevations of the front side of the Residence, at the same scale as the floor plans, with both existing and proposed grade lines shown and all exterior material and general colors indicated. All elevations must show the height of the roof ridge lines.

E Such other information, data, and drawings as may be reasonably requested, including, without limitation, irrigation systems, lighting, satellite dish placement, landscaping and other features. The Owner shall, if requested, provide preliminary staking at the locations of the corners of the proposed Improvement(s) and at such other locations as the ACC may request.

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II. FINAL SUBMITTAL

The Final Submittal of Plans and Specifications must be submitted by the Owner and/or Builder to the ACC for review and approval. The Final Submittals shall be submitted in duplicate. The following documents shall be submitted to the ACC for review and approval:

- A. The Application for Final Submittal as attached as Exhibit "D".
- B. Complete construction documents and specifications for the Residence or other proposed Improvements including building sections to illustrate the Residence or other Improvements, all utility locations including the final location of the sewer system, utility meter, back flow prevention device and transformer locations (and screening techniques), any approved adjustments to locations and/or areas of the Building Site or the Residence, and locations and manufacturer's catalog cut sheets for all equipment, finishes, and other pertinent items.
- C. A story board showing pictures of all the materials and colors to be used on the exterior of the Residence, along with manufacturer and manufacturer's specification, and if requested by the ACC, samples of all exterior materials and colors, window and glass specifications, and accent items. These shall be mounted on an 8 1/2" x 14" board clearly marked with Owner's name, filing date, and Lot number, and identified with manufacturer's name, color, and/or number.
- D. A complete grading plan establishing the existing natural grade in sufficient detail as may be required by the ACC to fully evaluate the potential impact of the proposed construction on existing trees/plants, and, the extent of any proposed cuts/fills, retaining walls or extended foundations. The plan shall be prepared using a minimum of 2-foot contours.
- E. A complete foundation plan designed by a Texas registered engineer will include beam layout and details. Exposed house foundation will not extend above the finished grade more than twelve inches (12"). Exposed deck, fence, etc., foundation will not extend above the finished grade more than eight inches (8"). Exterior vertical surface between decks, porches and grade will be masonry to match the house.
- F. A complete structural plan including cross-sections of typical wall construction detail. Such will also include a roof plan and/or truss specifications, which will detail rafters, joists, beams and/or trusses, and second-floor framing or truss specifications, which will also detail joists, beams and/or trusses for the second-floor.
- G. A complete elevation plan is required. The elevation plans must show the percent of exterior vertical surface that will be glass, doors, masonry or other materials, the elevation above finished slab to the highest ridge-line (roof height), detail the roof materials to be used, show the location and detail of roof vents and other penetrations (roof vents will be as unobtrusive as possible and low profile roof ventilators will be used and when ever possible roof vents should not be visible from the front of the house).
- H. A site plan, at a scale no less than 1" = 10' on a 24" x 36" or a 30" x 42" sheet or at such other scale and size as the Architectural Board may approve from time to time, showing the following:

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1. location and area of the Building Site;
2. location and area of the Residence or proposed Residence;
3. location of all other proposed Improvements;
4. distances from any proposed structures or Improvements to the nearest Lot lines, building setback lines, easements, and/or any existing structures, driveways, parking areas, patios, pool, walls, fences, and utility services;
5. location of topographic and vegetative features of the site including: (1) any proposed site grading (cut or fill), (2) topographic features such as washes or rock outcroppings, (3) locations of existing protected trees, including identification of every tree with a diameter of 16 inches or more at a height of 4-feet 6-inches above existing grade, (4) other major plants to be retained or removed, and (5) elevation of all building floors, roof peaks, patios, and terraces, shown in relation to the site contour elevations;
6. location of the portable toilet;
7. location, height and materials of all retaining walls;
8. location and direction of the anticipated overall drainage of the Lot once the Improvements are in place;
9. location of existing trees;
10. location of the construction entrance for the Lot; and
11. such other items or notes as the ACC may require from time to time.
 - I. Exterior lighting plan and lighting fixture details.
 - J. Tagging of all protected trees/plants that are to be saved, moved or cut.
 - K. Notification of any changes required by the local Governing Authority.
 - L. A time schedule indicating dates for commencement and completion of construction, utility hook-up, completion of landscaping work, and anticipated occupancy date.
 - M. The Owner's name, address and phone number, the Architect's name, address and phone number, the Builder's name, address, office phone number and job-site phone number, and contact information for any other contractor who will be retained for the work.
 - N. The Owner shall execute and deliver a notarized Statement of Intent to Comply with the Design Guidelines which is attached as Exhibit "G" with the submittal. The Builder will be required to submit an executed Builder Agreement with the submittal. If the Builder is the Owner, the Owner will only submit an executed Builder Agreement.

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O. Submittal of all fees, dues and /or deposits which may be established or required by the Association acting in or through its Board of Directors or the ACC.

III. CONSTRUCTION TERM

The ACC or its designated Reviewer will inspect all work in progress and will give notice of noncompliance, if found. The ACC shall bear no responsibility for ensuring plans submitted to the ACC comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

The allowable construction period for a new Residence may not exceed twelve months from the start of construction (framing of slab), *unless an extension is granted in advance of the expiration of the twelve months by the ACC.* The ACC, in its sole and absolute discretion, may approve or disapprove requests for extension for construction. The decision of the ACC is final. Upon the expiration of twelve months from the start of construction (framing of slab), if a Certificate of Completion has not been granted by ACC or its designated agent, one half (1/2) of the refundable compliance deposit shall be forfeited to the Association. Upon the expiration of thirteen months from the date of start of construction, an additional twenty-five percent (25%) shall be forfeited to the Association. Upon the expiration of fourteen months from the date of construction, the remaining twenty-five percent (25%) of the refundable compliance deposit shall be forfeited to the Association.

For all other projects including but not limited to swimming pools, minor modifications, landscaping, the allowable construction period shall not exceed six months from the start of construction. At the expiration of six months from the start of construction on the project, if a Certificate of Completion has not been issued by the ACC or its designated representative and an extension has not been granted, the refundable compliance deposit shall be forfeited to the Association. The ACC, in its sole and absolute discretion, may approve or disapprove requests for extension for construction. The decision of the ACC is final.

LANDSCAPE PLAN

If a landscape plan was not submitted as part of the Final Submittal, then during the initial four months of the construction term, a complete landscape plan shall be submitted to the ACC for approval. The landscape plan shall include the following:

A A site plan of the entire Lot drawn at a scale of 1" = 10'- 0" or at such other scale and size as the ACC may approve from time to time, showing the following:

1. all areas to be irrigated;
2. all areas to be sodded;
3. locations, size and species of all trees and other plants to be added;
4. location and edging of all landscape beds;
5. location, height and materials of all retaining walls;

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6. location and size of all swales or berms;
7. location and direction of the anticipated overall drainage of the Lot once the Improvements are in place;
8. location of all existing or planned Improvements, including but not limited to the Residence, exterior walks, drives, patios, playscapes, retaining walls, pathways, planters and other decorative features including exterior lighting;
9. all areas where landscaping is used as screening;
10. a legend using clear symbols and nomenclature;
11. plans for areas requiring detailed landscape design (such as a courtyard); and
12. such other items or notes as the ACC may require from time to time.

B The Owner shall execute and deliver a notarized Statement of Intent to Comply with the Design Guidelines which is attached as Exhibit "G" with the submittal. The Builder will be required to submit an executed Builder Agreement with the submittal. If the Builder is the Owner, the Owner will only submit an executed Builder Agreement.

C Submittal of all fees, dues and /or deposits which may be established or required by the Association acting in or through its Board of Directors or the ACC.

D Landscaping must be installed within the earlier of 90 days of substantial completion of the Residence or 60 days of issuance of the Temporary Inspection Certificate. No Residence will be issued a Final Inspection Certificate without compliance with the landscape guidelines in Section 7.0 of the Design Guidelines.

E Submittal of a Landscape Plan Review Application a copy of which is attached as Exhibit "E-1".

POOL PLAN

If a pool plan was not submitted as part of the Application for Final Submittal, then a complete pool plan may be submitted during the construction term as a separate submittal, or after completion of the construction of the Residence. The pool plan shall include the following:

A Site plan of the entire Lot drawn at a scale of 1" = 10'- 0" or at such other scale and size as the ACC may approve from time to time, showing the following:

1. all areas to be disturbed during the installation of a pool;
2. details and location of required pool enclosure (required fencing);
3. location of the proposed pool/spa including the shape size and depth of the pool and/or spa;

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4. location of the Lot lines, building setbacks, easements and distance from each of these to the pool;
5. location of the proposed pool equipment, pumps, heaters, related piping, gas/propane line and electric lines;
6. location of all existing or planned Improvements, including but not limited to the Residence, building, exterior walks, drives, patios, playscapes, retaining walls, pathways, planters and other decorative features including exterior lighting that are located in or around the pool;
7. the anticipated overall drainage of the pool site;
8. modification to the landscaping required due to the installation of the pool, including required screening;
9. location and specifications of any pool deck equipment, including grills, refrigerators, sinks, etc.;
10. location of the construction entrance for the pool construction;
11. a legend using clear symbols and nomenclature;
12. such other items or notes as the ACC may require from time to time.

B The Owner shall execute and deliver a notarized Statement of Intent to Comply with the Design Guidelines which is attached as Exhibit "G" with the submittal. The Builder will be required to submit an executed Builder Agreement with the submittal. If the Builder is the Owner, the Owner will only submit an executed Builder Agreement.

C Submittal of all fees, dues and /or deposits which may be established or required by the Association acting in or through its Board of Directors or the ACC.

D The pool must be installed within 90 days after the approval of the pool plan. In order to receive a deposit refund the Owner must obtain a final acceptance of the Pool once construction is completed.

E Submittal of a Pool Plan Review Application a copy of which is attached as Exhibit "E-2".

IV. FINAL INSPECTION

Upon completion of any construction, renovation, modification or reconstruction of any Improvement for which final design approval was given by the ACC, the Owner or Builder shall give written notice of completion to the ACC. The notice of completion shall be accompanied by an **APPLICATION FOR PROJECT COMPLETION REVIEW**, in the form attached hereto as Exhibit "E".

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Within twenty-one (21) calendar days from receipt of Owner's Application for Project Completion Review, the ACC will inspect the Improvements. The ACC shall bear no responsibility for ensuring plans submitted to the ACC comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot. The ACC (or its representatives) will perform two (2) inspections of the completed Improvements to determine compliance with the Design Guidelines, Declaration and/or Association Rules & Regulations at no additional cost to the Builder or Owner. Each additional inspection by the ACC (or its representatives) will be performed at a cost of \$200.00 per inspection. The fees for additional inspections shall be deducted from the Builder or Owner's compliance deposit. The ACC shall notify the Owner or Builder in writing of its approval or disapproval of the Application for Project Completion Review within ten (10) calendar days of the inspection.

If the completed Improvement conforms to the Design Guidelines, the approved Plans and Specifications, the Declaration and/or Association Rules & Regulations, the ACC will issue a Final Inspection Certificate within ten (10) calendar days of the final inspection, signifying compliance. Issuance of both the Final Inspection Certificate by the ACC and the Certificate of Occupancy by the City of Lakeway shall be deemed compliance with the Certificate of Occupancy requirements of Section 10.11 of the Declaration.

If the completed Improvement fails to conform with the Design Guidelines, the approved Plans and Specifications, the Declaration and/or Association Rules & Regulations, in one or more criteria but is otherwise at substantial completion, the ACC may in its discretion (i) issue a Temporary Inspection Certificate, signifying substantial completion but specifying in reasonable detail the particulars of non-compliance, or (ii) the application may be disapproved by the ACC, specifying in reasonable detail the particulars of non-compliance. In either case, the Owner or Builder shall be required to remedy the conditions of non-compliance within thirty (30) calendar days of the issuance of such Temporary Inspection Certificate or such notice of non-compliance, or within a shorter period of time as determined by the ACC in its sole and absolute discretion.

When the Owner determines that the condition(s) of non-compliance has been corrected, the Owner shall give a second written notice of completion and re-apply to the ACC using the form of **APPLICATION FOR PROJECT COMPLETION REVIEW** found in Exhibit "E". If the non-compliance noted has not been corrected, the ACC will notify the Owner within ten (10) calendar days of the inspection. The ACC will also notify the Board of Directors within thirty (30) days from the date of inspection. Section 10.08 (A)(3) of the Declaration requires the Board of Directors to conduct a hearing to determine whether there is non-compliance and if so the nature thereof and the estimated costs of correcting the same. If the Board of Directors determines non-compliance exists, the Owner shall remedy the same within forty-five (45) calendar days from announcement of the Board ruling. If upon the expiration of forty-five (45) calendar days from the announcement of such ruling, the Owner has failed to remedy such non-compliance, the Board may either remove the non-complying Improvement or remedy the non-compliance at the Owner's sole cost and expense.

The ACC will not issue a Final Inspection Certificate until there is full compliance with the Design Guidelines, the approved Plans and Specifications, the Declaration and/or Association Rules & Regulations. If upon the expiration of forty-five (45) calendar days from the

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announcement of such ruling, the Owner has remedied such non-compliance, the ACC will issue the Final Inspection Certificate and the Owner may apply for its Final Certificate of Occupancy from the City of Lakeway.

NO RESIDENCE SHALL BE OCCUPIED WITHOUT A TEMPORARY OR FINAL INSPECTION CERTIFICATE BEING ISSUED BY THE ACC AND A TEMPORARY OR FINAL CERTIFICATE OF OCCUPANCY BEING ISSUED BY THE CITY OF LAKEWAY.

3.5 REVIEW PERIOD.

Each application for review and plan submittal shall be approved or disapproved within thirty (30) calendar days or less of submission of all materials required by the ACC. If a quorum is available, the ACC shall meet once each week in which applications are pending. The time and location of the meeting shall be determined by the ACC. Submittals must be filed with the ACC by Thursday at 5 PM of the week preceding the meeting at which the submittal will be considered.

One set of Plans and Specifications shall be returned to the Owner, accompanied by the ACC's comments and decision. The other set of Plans and Specifications shall be retained for the ACC's records. The ACC's decision shall be in one of the following forms:

1. "Approved" - The entire application as submitted is approved.
2. "Approved with Conditions and Comments" - The application is not approved as submitted, but the ACC's suggestions for curing objectionable features or segments are noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application.
3. "Disapproved or Denied". The entire application as submitted is rejected in total. The ACC may provide comments but is not required to do so.

If the ACC fails to respond within thirty (30) calendar days of receipt of a completed application, approval shall be deemed to have been given, subject to the Declarant's right to veto. No approval, whether expressly granted or deemed granted shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 10.10 of the Declaration.

Upon approval of the final Plans and Specifications, payment of the required fees to the ACC, and issuance of the City of Lakeway building permit, construction may begin. All building permits must be prominently displayed at the job site and covered with clear plastic to prevent fading and deterioration.

3.6 IMPLEMENTATION OF APPROVED PLANS

All work must conform to approved Plans and Specifications. If it is determined by the ACC that work completed or in progress on any Lot is not in compliance with the Design Guidelines or any approval issued by the ACC, the ACC shall, directly or through the Declarant, notify the Owner and Builder, if any, in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance and shall require the Owner and/or Builder to remedy the same. If the Owner and/or Builder fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration and the Design Guidelines.

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1. Time to Commence. If construction does not commence on a project for which Plans and Specifications have been approved within 180 days from such approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to resubmit the Plans and Specifications.

2. Time to Complete. The ACC may include in any approval a maximum time period for the completion of any new construction or modification. If no maximum time period is specified in the approval, construction shall be completed in accordance with the construction term set forth in Section 4.3 III of these Design Guidelines. If construction of the Improvements are not completed within the period set forth in the approval or the construction term, as applicable, or within any extension approved by the ACC, or if the construction has not commenced within 180 days from the issuance of the approval letter, the approval shall be deemed withdrawn, and the incomplete construction shall be deemed to be in violation of the Declaration and the Design Guidelines. In the event of any such violation, the ACC may notify the Association of such failure and the Association may, at its option, and in addition to any remedies for non-compliance with the terms and provisions of these Design Guidelines, either complete the Improvements in accordance with the approved drawings, or remove the Improvement and return the Lot to its natural state prior to the beginning of any work. The Owner shall reimburse the Association for all expenses incurred by the Association associated with the Owner's non-compliance with the Design Guidelines, and/or any expenses incurred by the Association to complete or remove the Improvements. *See Section 4.3 III of these Design Guidelines for additional information on Compliance Deposit Forfeitures.*

3.7 REVIEW OF MODIFICATION

The review of any modifications, including but not limited to changing of exterior colors, materials, additions, and landscaping alterations, of an existing Improvement shall require the submission of an Application for Review of Modification to an Existing Approved Residence (See Exhibit "F") to the ACC along with the required Review Fee and Deposit. Depending on the scope of the modification, the ACC may require the submission of all or some of the Plans and Specifications required in Section 4 of the Design Guidelines. In the alternative, the ACC may require a less detailed description of the proposed modification. Generally a major modification will require the same level of documentation as new home construction and a minor modification will require an abbreviated submittal. The review and approval of modifications shall take place within the same time periods as required for new construction.

3.8 VARIANCES.

Variances from compliance with any of the architectural provisions of the Declaration, any Supplemental Declaration, or these Design Guidelines, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, building envelopes, colors, materials, or similar restrictions, may be granted by the ACC when circumstances (including, but not limited to, topography, natural obstructions, hardship, aesthetics or environmental considerations) may, in the ACC's sole and absolute discretion, warrant. The ACC shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Declaration. No variance shall be effective unless in writing and signed by a majority of the members of the ACC. If a variance is granted, no violation of the covenants, condition, or restrictions contained in the Declaration, any Supplemental Declaration, or these Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms or provisions of the Declaration, any Supplemental Declaration, or these Design Guidelines for any purpose except as to the particular Lot and in the particular instance covered by the variance.

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3.9 APPEAL.

Any Owner shall have the right to appeal a decision of the ACC to the Board of Directors by filing a written notice of appeal with the Secretary of the Association within fifteen (15) calendar days of the decision of the ACC. Such notice shall specify in reasonable detail the error alleged to have been committed by the ACC and the relief requested. If Owner fails to appeal a decision of the ACC to the Association Board of Directors within thirty (30) calendar days after the ACC issues a decision, the ACC's decision is final. The Association Board of Directors shall have fifteen (15) calendar days from the date of the referral from the ACC to review and rule upon the appeal. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification. The Board of Directors is entitled to review decisions of the ACC on matters of aesthetics, colors, materials, style, compatibility, or similar issues and all other decisions of the ACC by determining whether the ACC was clearly erroneous in its interpretation of the applicable Design Guidelines or if the ACC abused its discretion in interpreting a standard.

3.10 GOVERNMENTAL APPROVAL

The review and approval of Plans and Specifications shall not be a substitute for compliance with the permitting and approval requirements of any Governing Authority. It is the responsibility of the Owner to obtain all necessary permits and approvals, and submit copies of all permits to ACC. If the any Governing Authority requires that changes be made to final ACC approved Plans and Specifications, the Owner must notify the ACC of such changes and receive approval from the ACC prior to implementing such changes.

3.11 INSPECTIONS

The ACC shall inspect all Improvements to determine if the Improvements have been completed in compliance with the approved Plans and Specifications. The Owner/Builder shall notify the ACC when the Improvement is ready for inspection, following the time frames set forth in these Design Guidelines. The ACC shall inspect the Improvement up to 2 times without charge. For each inspection required thereafter the Owner/Builder shall pay a fee established by the ACC. Owner/Builder shall not occupy a home or use any Improvement prior to final acceptance by the ACC. In the event the Owner/Builder should violate this provision of these Design Guidelines, the Owner or Builder, as applicable, will be subject to a fine of up to \$100.00 per day for time the violation continues.

3.12 SUBMITTAL FEES AND DEPOSITS

The ACC shall, from time to time, establish submittal fees for application submittals, review and inspection and such other fees as may be appropriate in the circumstances. The ACC shall, from time to time, specify which Improvements require deposits and the amount of the deposits. All fees and deposits established by the ACC must be received by the Association prior to issuance of an approval by the ACC and prior to commencement of any work. **In the event the Owner/Builder should violate this provision of the Design Guidelines, the Owner or Builder, as applicable, will be subject to a fine of up to \$100.00 per day for time the violation continues.**

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Deposits for Residences will be returned to the Owner/Builder as follows:

½ upon project completion approval by the ACC

½ upon occupancy of the Residence.

Deposits for the all other Improvements will be returned to the Owner/Builder, as applicable, upon project completion approval by the ACC and final approval by the Governing Authority, if applicable.

4.0 SITE PLANNING

The design of the Residence and other Improvements shall respect the topography and natural vegetation of the Lot. On steeply sloping Lots, split or multi-level design solutions which are compatible with the existing contours are encouraged. The site should be altered as little as possible from its original native condition.

At the time of Final Submittal, a builder may be required to put up a string line on the Lot showing the placement and footprint of the proposed Site Plan. Trees are not to be removed for this planning requirement.

4.1 SETBACKS

Setback requirements for each Lot are established by the final plat, the Declaration and any Supplemental Declarations. The most restrictive shall be the controlling setback requirement.

The following is a summary of the applicable building setback provisions:

1. Interior Lots

Front setback – the greater of the setback shown on the recorded plat or 25 feet.

Side setback - as shown on the recorded plat, but a minimum of 5 feet.

Rear setback - a minimum of 10 feet.

2. Corner Lots

Front setback - the greater of the setback shown on the recorded plat or 25 feet.

Side setback - as shown on the recorded plat, but a minimum of 5 feet from any interior Lot and 25 feet from any street.

Rear setback - a minimum of 10 feet.

3. Golf Course Lots

Front setback - a minimum of 25 feet.

Side setback - as shown on the recorded plat, but a minimum of 5 feet from any interior Lot and 25 feet on corner Lots along the secondary street side.

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Rear setback - as shown on the recorded plat, but a minimum of 25 feet.

4. Measurement

Compliance with building setback requirements will be determined by measurement of the distance from property lines of the Lot to the closest building extremity, including overhangs, gables, chimneys, or other portions of the building or structure being affected by such measurement. In the event of any dispute regarding the measurement of a building setback, the ACC shall resolve such dispute in its sole and absolute discretion.

4.2 NATURAL GRADE

As part of the Final Submittal, the Owner shall cause a grading plan to be prepared establishing the existing natural grade in sufficient detail as may be required by the ACC to fully evaluate: (i) the potential impact of the proposed development on existing trees; and (ii) the extent of any proposed cuts and fills, any retaining walls or extended foundations. The plan shall be prepared using a minimum of 2-foot contours. Owners/Builders must comply with applicable City of Lakeway's development ordinances.

4.3 SITE DRAINAGE, GRADING AND EROSION CONTROL

To the extent possible, natural drainage patterns should not be altered. The drainage plan for each Lot should address rainfall, irrigation, air conditioner condensate and all other types of water runoff. The foundation should be constructed in such a manor as to provide adequate grade so that driveways, sidewalks, entry walks, porches, patios or decks do not impair adequate drainage of the Lot. It is the Builder and/or Owner's responsibility to provide positive drainage for each Lot and assure that there are no areas of standing water on the Lot once construction is complete. The grading plan for each Lot must be based on the existing natural drainage pattern and is required to comply with the overall drainage plans for Flintrock at Hurst Creek. Site drainage and grading must be done with minimum disruption to the Lot. Site grading shall not cause surface drainage onto adjoining Lots or open spaces except as established by natural drainage patterns, nor shall it cause a condition that could lead to soil erosion. Excessive cut and fill is discouraged. Disturbed areas must be re-contoured and re-vegetated in accordance with a landscape plan approved by the ACC. Grade changes within the drip line of preserved trees are not allowed. It is the Builder and/or Owner's responsibility to prevent erosion of soil or other materials from the Lot during and after construction. During construction, the Owner/Builder must make sure that erosion of any soil or other materials are contained on the site and are not allowed into the street, adjoining Lots, open space, the golf course or natural drainage ways. Erosion control devices such as silt fence or rock berms must be in place prior to starting any site work on the Lot. The site plan for the Lot must show the amount and location of erosion control to be used. The Owner is responsible for placement of erosion control fencing on the site, inlet covers down stream of the Lot the house is being constructed on. Owner is responsible for keeping the streets free from materials that are washed or tracked from the Lot during construction.

Structures, roads, driveways and all other Improvements should be designed with the objective of fitting the existing contours of the site as nearly as possible, with minimal excavation.

The drainage plan shall ensure when a driveway intersects a street, any existing road shoulder drainage pattern shall be maintained. Drainage damage that occurs due to flows from one Lot to other Lots or

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Common Areas because of a change in natural conditions will be the responsibility of the Owner of the Lot that caused the unnatural drainage flow.

Natural drainage ways occur frequently throughout Flintrock at Hurst Creek and shall not be obstructed. Improvements on a Lot should be sited to avoid natural drainage ways. Livable areas, decks, and other improvements designed and constructed to bridge natural drainage ways without obstructing the 100-year storm flows are encouraged.

Because of the rolling, sloped or undulating nature of the terrain, each Owner must insure that grading of the Lot and installation of any and all necessary culverts, swales, or French drains will divert the natural flow of excessive rainfall or other surface water into the proper drainage channels and not onto adjacent properties. No construction shall be allowed to increase the quantity or velocity flowing onto adjoining property.

Ultimate responsibility for design of drainage features and compliance with the applicable drainage provisions of the City of Lakeway's development ordinance rests with the Owner, his architect, engineer and/or Builder.

4.4 DRIVEWAYS

A. Driveways must be constructed in such a manner as to provide safe and unobstructed entry to the Lot and/or garage.

B. Subject to the approval of the ACC, freestanding site walls, planters or gate posts may be allowed at the driveway entrance to the street. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed 5 feet in height. No driveway entrance feature or other front yard fence may be constructed within the front 25 feet of the Lot (the front building setback).

C. Driveways shall be a maximum of 16 feet wide at the property line, and a maximum of 14 feet wide on the Lot except as otherwise approved by the ACC for parking and turn-around areas.

D. Only one driveway entrance will be permitted for each Lot unless otherwise approved by the ACC and the City of Lakeway.

E. Driveways must be located at least 2-feet from the adjacent property line unless otherwise approved by the ACC.

F. Driveways located adjacent to the property line of an adjoining Lot must have a curb along the adjacent property line.

G. Driveways shall be constructed of any of the following approved hard surface materials: (i) embossed or stained concrete; (ii) exposed aggregate concrete (utilizing integral coloring); (iii) colored concrete; (iv) flagstone; or (v) appropriately colored interlocking concrete pavers. Feature strips of separate materials and special aggregates in exposed aggregate concrete will be reviewed on a case-by-case basis.

H. Broom finished concrete and natural driveways of loose granite or other materials are not permitted.

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I. Piping beneath driveways for drainage must be (i) sized appropriately, (ii) buried at appropriate depths and (iii) properly concealed. Any such piping must be approved by the ACC prior to installation.

J. Additional sleeves placed under driveways for future use are encouraged.

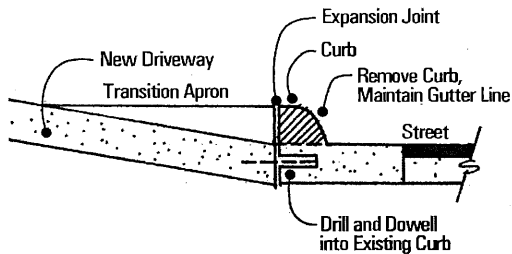
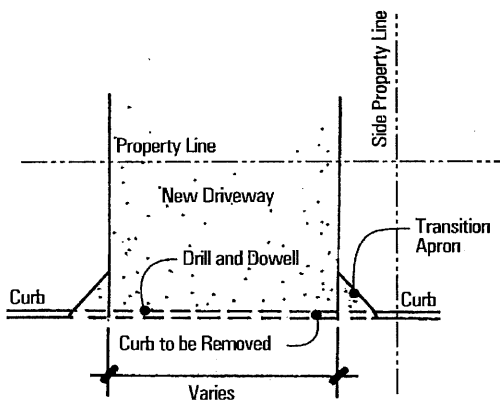
K. Driveways and motor courts must be constructed in accordance with the City of Lakeway's Building Code and the Driveway and Motor Court Construction Standards set out below.

L. DRIVEWAY AND MOTOR COURT CONSTRUCTION STANDARDS

1. DRIVEWAYS

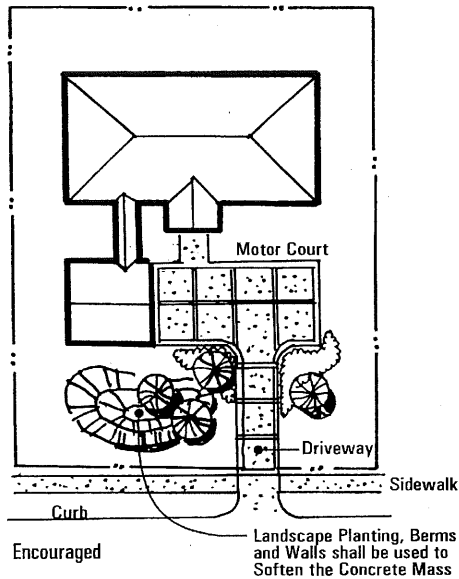
Construction. Driveways must be constructed to meet the following requirements:

- All driveway construction must meet or exceed required governmental standards;
- Driveways must be at least 12 feet wide but no greater than 14 feet wide when on the Lot and 16 feet wide at the curb;
- Driveways must be at least 2-feet from the adjoining property line on the Lot;
- Driveways located adjacent to the property line of an adjoining Lot must have a curb along the adjacent property line;
- Must be constructed with concrete and have a minimum thickness of 4 inches;
- Avoid breaking the water barrier of the roadway;
- Concrete placed between expansion joints must be completed in one pour;
- Saw cut and remove curb to make a connection with the driveway; and
- Expansion joints and dowels must be used where the driveway connects with the curb.



Materials. Driveways may be constructed of concrete; however the use of broom finished concrete is not permitted. Driveway materials will require the approval of the ACC prior to construction. Exposed aggregate concrete, concrete with masonry borders (brick or stone), colored and stamped concrete and concrete pavers are encouraged.

FLINTROCK FALLS DESIGN GUIDELINES

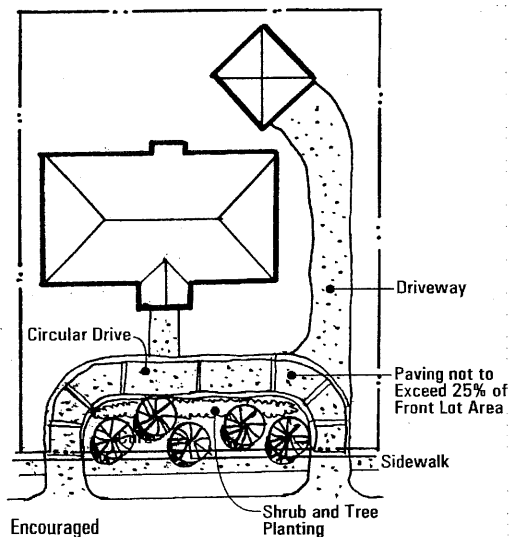


2. MOTOR COURTS

GENERAL. Motor courts are encouraged.

Construction. Motor courts must be constructed to meet the following requirements:

- All driveway construction must meet or exceed required governmental standards;
- Entry driveways must be at least 12 wide but not more than 14 wide when on the Lot and 16 feet wide at the curb;
- Driveways and motor courts must be located at least 2-feet from the adjacent property line;
- Driveways adjacent to the property line of an adjoining Lot must have a curb along the adjacent property line;
- Expansion joints shall occur a minimum of every ten feet (10') on center;
- Driveways and motor courts must be constructed with concrete and have a minimum thickness of 4 inches;
- Construction should avoid breaking the water barrier of the roadway;
- Concrete placed between expansion joints must be completed in one pour;
- Saw cut and remove curb to make a connection with the driveway; and
- Expansion joints and dowels must be used where the driveway connects with the curb and must comply with City of Lakeway standards.



The above drawings are for reference purposes only, to be used to determine the location and layout of driveways and motor courts and do not authorize or imply authorization of front entry garages.

Materials. Motor Courts may be constructed of concrete; however, the use of broom finished concrete is not permitted. Colors, patterns and design will require the approval of the ACC prior to construction. Exposed aggregate concrete, concrete with masonry borders (brick or stone), colored and stamped concrete and concrete pavers are encouraged.

FLINTROCK FALLS DESIGN GUIDELINES

3. CIRCULAR DRIVES.

General. Under no circumstance may an entire front yard be paved as a driveway (refer to the landscape section of these guidelines for minimum landscape requirements).

Construction. Circular drives must be constructed to meet the following requirements:

- All driveway construction must meet or exceed required governmental standards;
- Entry driveway must be at least 12 ft wide but not more than 14 ft wide when on the Lot and a maximum of 16 ft wide at the curb;
- Driveways must be located least 2-feet from the adjacent property line;
- Expansion joints shall occur every ten feet (10') on center;
- Driveways must be constructed with concrete and have a minimum thickness of 4 inches;
- Construction should avoid breaking the water barrier of the roadway;
- Concrete placed between expansion joints must be completed in one pour;
- Saw cut and remove curb to make a connection with the driveway; and
- Expansion joints and dowels must be used where the driveway connects with the curb.

Materials. Driveways may be constructed of concrete; however, the use of broom finished concrete is not permitted. Materials and design will require the approval of the ACC prior to construction. Exposed aggregate concrete, concrete with masonry borders (brick or stone), colored and stamped concrete and concrete pavers are encouraged.

M. Driveway grade in the street ROW must have positive drainage to the street and will not exceed 10% (see Exhibit "H") and driveway grade outside of street ROW will not exceed 15%.

4.5 SIDEWALKS

All sidewalk construction must be approved by the ACC. Sidewalks shall be uniform in material, width, and appearance, and conform with the sidewalk criteria established by the ACC. The City required front sidewalk must be broom-finish concrete. Corner Lots will have a City required sidewalk of broom-finish concrete along the front and side street. Other walkways on the Lot must be constructed of: (i) exposed aggregate concrete (utilizing integral coloring); (ii) embossed concrete; (iii) stained concrete; (iv) colored concrete; (v) flagstone; or (vi) appropriately colored interlocking concrete pavers.

4.6 FENCING

A All fence locations, materials, and heights shall be approved by the ACC and must comply with: (i) the City of Lakeway Building Ordinance; (ii) any fence criteria established for Flintrock at Hurst Creek (See Exhibit "I"); or (iii) any variance granted by the City of Lakeway to the fence requirements for Flintrock at Hurst Creek.

B Fences shall not exceed the current height limit of 6' 0" without the prior written approval of the ACC. Owners are encouraged to verify current height limits with the City of Lakeway and the ACC.

C No fence structure shall be located in the front or side street setbacks.

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D Fences should be located on the property lines whenever possible unless they would interfere with drainage.

E Metal fence materials shall be powder-coated aluminum, which is black in color and complies with the fence criteria attached hereto as Exhibit "I".

F Rear fence requirements for certain locations:

1. Lots backing up to Flintrock Road and Serene Hills Drive - Fencing on the rear property line shall be 6' 0" in height, uniform in appearance, and approved by the ACC. The fencing shall include 2' square stone columns constructed of stone that matches the stone used at the main entry, and the stone columns will be located approximately every 100 feet. The rear exterior surface of such stone column will be set inside the rear Lot line of each Lot backing up to Flintrock Road and or Serene Hills Drive.
2. Rear fence requirement for Lots backing up to Pawnee Pass – Fencing on the rear property line of Lots along Pawnee Pass shall be 6'0" in height, uniform in appearance, and approved by the ACC.

G Galvanized chain link, barbed-wire, plywood, chain and bollard, picket, brick, adobe, wood railway tie, or similar conventional fencing materials are not permitted.

H Fencing must comply with the City of Lakeway Fencing requirements including variances granted to the Flintrock at Hurst Creek, and must be constructed in accordance with the time requirements established therein; including the time requirements for the installation of fences on golf course Lots. For golf course Lots in Phases 1, 2 & 7, the fences on the property boundary with the golf course must be installed within 6 years after the 1st building permit is issued and for Phases 3-6 the fences on the property boundary with the golf course must be installed within 3 years after the 1st building permit is issued in the respective phase. The City of Lakeway Golf Course Lot Fence Variance for Flintrock states the following:

1. All golf course Lots, without exception, must have a fence.
2. The fences must be of uniform construction and made of metal and painted black.
3. The fences must have a uniform height (4 feet).
4. Gates opening onto the golf course are not permitted.
5. All side fences connecting to the golf course fence must be uniform and matching the golf course fence for at least twenty-five (25) feet from the property line.
6. No other structures besides a fence will be allowed in the twenty-five foot (25') Golf Course building setback.
7. The final fence design will be subject to the approval of the City Building Commission.

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8. Golf Course Fences in Phases 1, 2 & 7 must be installed no later than six years after the first building permit for a home was issued in the respective phase.
9. Golf Course Fences in Phases 4 – 6 must be installed no later than three years after the first building permit for a home was issued in the respective phase.

I A fence plan must be drawn on a previously approved site plan for the Lot and must show the location of all fencing, masonry columns and gates. The fence plan must contain an elevation of one section of the fence to be installed and detailed fence specifications.

J All fencing adjacent to the Golf Course will be uniform in height and appearance and constructed in accordance with the Golf Course Fence criterion as set forth in Sections 4.06 and 6.03 of the Declaration, or any subsequent variance or City design requirements. All fencing adjacent to the Golf Course shall be constructed in accordance with and conforming to the Metal Fence Detail design drawings attached hereto as Exhibit "I".

K Swimming Pool Enclosures must meet or exceed all City of Lakeway Building Code requirements.

L Safety Railings must be constructed along a drop off or overhang in order to mitigate the possibility of a person falling over the edge and must or exceed all City of Lakeway Building Code requirements and any fence criteria established for Flintrock at Hurst Creek.

M Walls in lieu of fencing must meet the following requirements

1. Stone on the wall facing the house must match the stone on the house.
2. Stone on the wall facing the adjoining house must match the stone on the adjoining house.
3. Walls in the excess of 4 feet in height must be designed and sealed by a structural engineer licensed in the State of Texas.
4. Owner/Builder shall be responsible for obtaining the written approval of the adjoining property owner prior to submittal of the plan for the wall.
5. Owner/Builder shall be responsible for coordination with and tying into any existing fencing.
6. Walls are not permitted on the golf course or within 5 feet of the golf course.

4.7 SPORT/RECREATIONAL SURFACES

Due to the size of the Building Sites, it is anticipated that the majority of the Lots will not accommodate a sports/recreational court. However, any requests to construct such surfaces will be handled on a case-by-case basis, and shall meet the following criteria:

Any grading required to create a level playing surface must achieve a balance of cut and fill.

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The playing surface must be screened from view with landscaping, walls, fencing, such other materials approved by the ACC or a combination of these element approved by the ACC. The surface may be required to be constructed below grade to reduce the need for screening. Additional landscaping with trees or shrubs may be required to mitigate the surface's visibility from nearby streets, Lots and Common Areas.

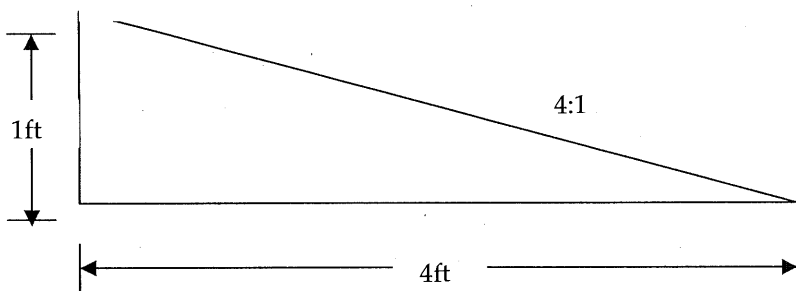
The height of perimeter protection may be limited if, in the opinion of the ACC, such devices would be unattractive. Galvanized fencing will not be allowed.

The playing surface must be located within the Building Site and out of any building set backs.

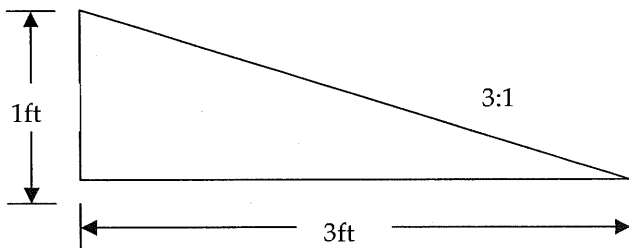
4.8 RETAINING WALLS

All retaining walls are subject to approval by the ACC. All foundation walls or retaining walls above grade shall have a surface treatment on the area above finish grade, as approved by the ACC. Site or landscaping retaining walls will not exceed 6 feet in height. Retaining walls as an extension of the Residence shall not exceed 10 feet in height. Retaining walls shall be constructed of the same stone as that used on the house. Poured concrete and CMU retaining walls must be faced with the same stone that is used on the house unless otherwise approved by the ACC. Retaining walls that exceed 30 inches in height must have a safety rail installed above the retaining wall, and the safety rail must comply with all applicable City of Lakeway Building Code requirements. Retaining walls in excess of 4 ft in height must be designed and sealed by a structural engineer licensed in the State of Texas. Any cut or excavation on a Lot that leaves an exposed vertical surface with a slope greater than 4:1 must be retained by a retaining wall. The Builder, Owner or contractor making the cut is responsible for installation of the retaining wall. Retaining walls are not permitted within 5 feet of the golf course unless otherwise approved by the ACC. Retaining walls must extend 4 inches above the up hillside (the side being retained). Retaining walls must be constructed with adequate drainage installed and said drainage shall assure that the retaining wall drains properly and does not adversely impact the adjoining property owners.

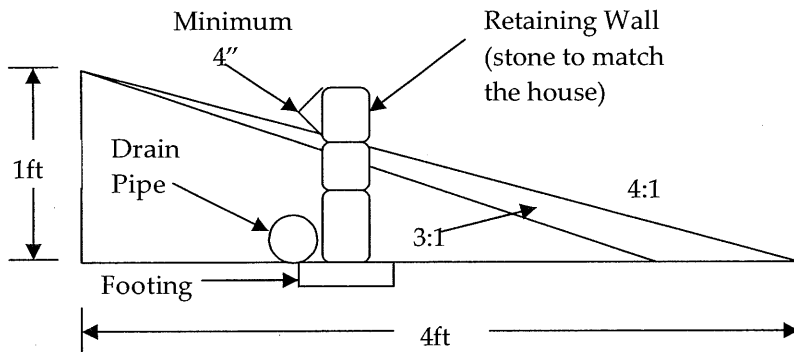
SLOPE IS LESS THAN 4:1 - NO RETAINING WALL REQUIRED



SLOPE IN EXCESS OF 4:1 - RETAINING WALL REQUIRED



EXAMPLE RETAINING WALL FOR SLOPE OF 3:1



EXAMPLE ONLY – NOT TO BE USED FOR CONSTRUCTION PURPOSES

All actions and expenses associated with pursuing any required Governing Authority’s approval shall be the responsibility of the Owner.

4.9 COMBINING LOTS

If an Owner owns two contiguous Lots and wants to combine the two Lots into a single Lot, the Owner may do so only with the prior consent of the City of Lakeway and the ACC. The ACC will only grant such approval if the change, in the ACC’s opinion, does not materially impair views and/or privacy from neighboring Lots or Common Areas.

5.0 ARCHITECTURAL DESIGN

The following criteria applies to all construction within Flintrock at Hurst Creek.

5.1 SPACING AND REPETITION OF PLANS AND MATERIALS

Exterior elevations shall be complementary in architectural design and materials, and compatible with neighboring structures. Repetition of plans is permitted with the prior written approval of the ACC. When considering masonry types and colors the same brick/stone/stucco material/color combinations must be separated by a minimum of two (2) Lots of different brick/stone/stucco material/color combinations. Unless otherwise approved by the ACC.

5.2 BUILDING HEIGHTS

The building height on any Lot shall not exceed 36 feet to the outside edge of the roofing material on the highest ridge line measured from the top surface of the main floor slab. Chimneys may extend three feet above the ridge line.

Notwithstanding the maximum building heights set forth above, the ACC may disapprove a proposed Residence or other structure if, in the ACC’s sole opinion, the structure appears excessive in height when viewed from any street, the Golf Course Property, Common Area, or another Lot, or if it appears out of

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character with other Residences, or, it would be prominent because of its height. The Owner is encouraged to use terracing to design the Residence to follow the slope of the Lot.

No 3-story homes shall be permitted on Golf Course Lots. 3-story homes on all other Lots shall require specific approval of the ACC.

Second-story area is not to exceed 80% of the first-floor enclosed area (includes both the living area and enclosed garage).

5.3 MINIMUM RESIDENCE SIZE

The minimum square footage of heated space within the frame line of any Residence permitted on a Lot shall be as follows:

1. Phase 1 – 2,600 square feet
2. Phase 2 – 2,600 square feet
3. Phase 3 – 1,800 square feet
4. Phase 4 – 2,800 square feet
5. Phase 5 – 2,800 square feet
6. Phase 6 – 2,800 square feet
7. Phase 7 – 2,800 square feet

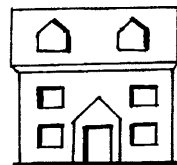
all exclusive of garages, basements, patios, breeze-ways, and other unheated areas. The square footage calculation shall comply with the City of Lakeway's calculation of square footage. The boundaries of the phases are established in the general development plan for Flintrock at Hurst Creek and the final plats of the respective phases.

5.4 BUILDING MASSING

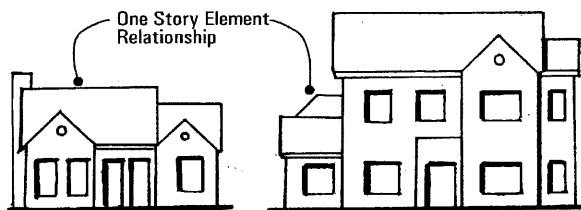
Changing planes at walls and roof forms are encouraged.



Preferred



Discouraged



5.5 WINDOWS

Windows are required to comply with the construction and energy efficiency requirements set out in the applicable Building Code enforced by the City of Lakeway. As a general rule, reflective glass with reflectivity in excess of that specified in the Building Code is discouraged and must be approved in writing by the ACC.

Aluminum finish on metal windows is not permitted.

5.6 EXTERIOR LIGHTING

Exterior lighting shall be conservative in design, low level, of concealed source, directional, and as small in size as is reasonably practical. Exterior lighting shall be directed toward the Residence and be of low wattage (limited to 2,000 lumens) to minimize glares to neighboring Lots and Common Areas. Over head lighting of any type is prohibited. No flood-lights shall be permitted above the first-floor level without the prior approval of the ACC. Exterior lighting shall be installed in a manner that will not cause unnecessary light spill, glare, distraction, nuisance or be unsightly.

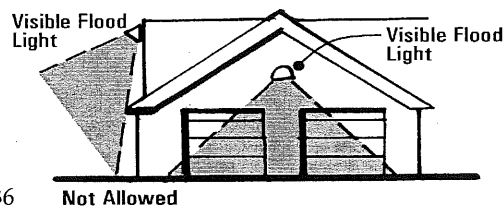
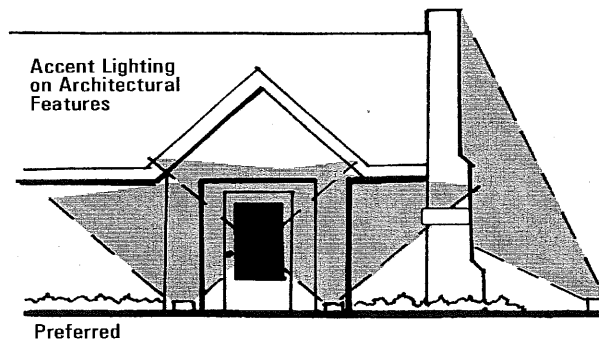
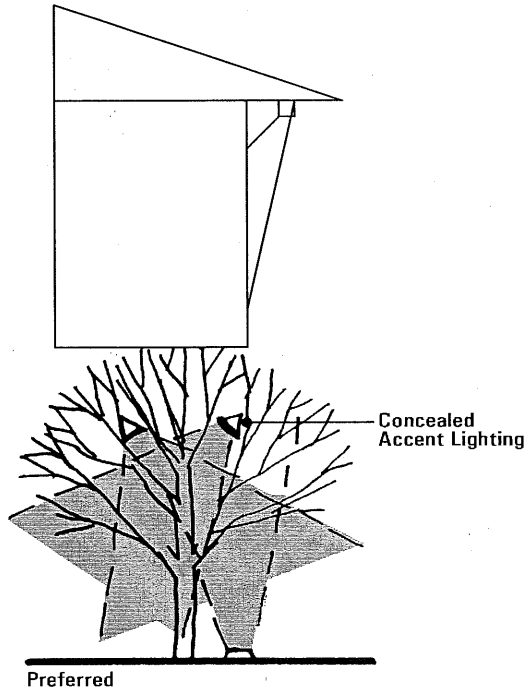
Exterior residential lighting can convey a warm, inviting atmosphere and aid in providing night-time security without annoying others. Selection and placement of fixtures, and selection of light source types,

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should be done with care. Low-level accent lighting is encouraged; illumination of trees, landscaping and architectural features such as columns, entries, and chimneys are encouraged.

Low-level lighting that washes the ground and provides direction is encouraged. House numbers should be illuminated. Ground lighting or decorative light fixtures are permitted. Decorative fixtures shall be of high quality materials and workmanship and shall be in scale and style with the residence. High-pressure sodium lights, except for subdivision streetlights, are prohibited. Mercury vapor security lights are prohibited without the prior written approval of the ACC. Colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting are not permitted.

Permitted



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A yard light as required by the City of Lakeway shall consist of one pole-mounted yard light or other entryway light. The yard light shall also conform to the above criteria. The yard light design must be approved by the ACC.

5.7 ROOFS

A. **Roof Design** - Roof pitches and overhangs will vary as dictated by architectural design. Rooflines with a clean and uniform appearance are desirable. Gable and hip roofs are strongly encouraged. Hip roofs are preferred. Changes in roof geometry are best when accompanied by offsets in plan. Hips and gables should not be combined in the same house unless they are an outgrowth of the plan form. Ridge lines must not exceed 50 feet before a change in direction or a elevation occurs.

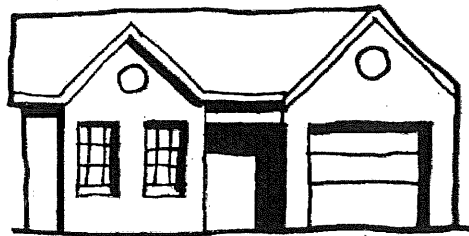
Minimum slope on all roofs shall be a 4:12 pitch. The maximum roof slope on all roofs is 12:12. A combination of roof pitches may be used if they are integrated into the design of the house.

Gambrel, Dutch, Mansard and similar style roofs incorporating multiple pitch or "faux" roofs are prohibited. Flat roofs are prohibited unless otherwise approved by the ACC.

Large front-facing gables should be avoided unless they are broken into small-scale elements. Otherwise, open gables are better facing toward side yards.

Gables over the garage door are discouraged. A low plate line over the garage door will minimize the impact of the unshielded exposure of garage doors.

Roofs and roof overhangs shall not be closer than seven-feet (7') from the highest point of the grade within three-feet (3') of the exterior wall of the house.



Discouraged



Encouraged

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B. Roof Materials- All roof materials and colors must be approved by the ACC.

Roof surfacing materials are an important visual element of the overall design. The following roof surfacing materials are permitted: barrel concrete tile, flat concrete tile, slate, metal, weathered copper. Metal roofs are permitted, but must have standing seams, be a minimum of 24 gauge, and be of non-reflective materials. The following roof materials shall not be permitted: wood shingles or wood shakes or asphalt shingles. All roof selections must be submitted to and be approved by the ACC.

It is important that all roof materials be of a color that blends with the Residence. All roof materials should have a low Light Reflective Value (LRV), not to exceed the value determined by the ACC on a case by case basis.

C. Roof Penetrations- Roof vents and other roof penetrations will be as unobtrusive as possible. Low profile roof ventilators are required. All roof penetrations shall be painted or colored to match the roof.

D. Solar Devices and Energy Efficient Roofing

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. ACC Approval Required. Approval by the ACC is required prior to installing a Solar Energy Device or Energy Efficient Roofing. Notwithstanding any provision in these Design Guidelines to the contrary, the process set forth in this *Section 6.7D* will control the review and approval of a Solar Energy Device; however, all other terms and provisions of these Design Guidelines shall control, e.g., construction time, application submission, payment of review fees and compliance deposit, builder agreement, etc. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

4. Approval Application-Items to Include. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction. An application to install a Solar Energy Device may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the application.

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5. Approval Process. The decision of the ACC will be made within a reasonable time. The ACC will approve a Solar Energy Device if the application complies with the Approval Conditions set forth below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with the Approval Conditions, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, an application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with the Approval Conditions. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion within the time of completion set forth in these Design Guidelines for a minor modification. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved application, the ACC may require the Owner to: (i) modify the application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved application. Failure to install a Solar Energy Device in accordance with the approved application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit an application or remove and relocate a Solar Energy Device in accordance with the approved application shall be at the Owner's sole cost and expense.

6. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the Residence located within the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located within the Owner's Lot. If the Solar Energy Device will be located on the roof of the Residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the

FLINTROCK FALLS DESIGN GUIDELINES

Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

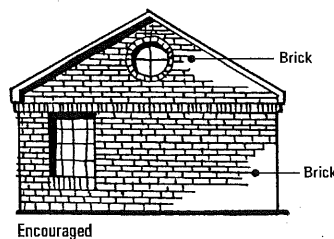
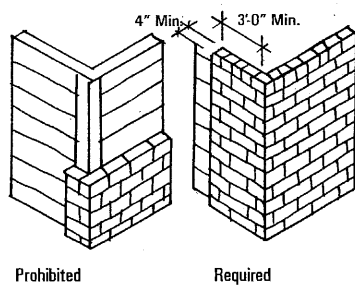
(ii) If the Solar Energy Device is mounted on the roof of the Residence, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

7. Energy Efficient Roofing. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in these Design Guidelines. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

5.8 MATERIALS -EXTERIOR SURFACES.

Materials should be used with restraint in regard to both color and diversity of material types. The intent is to create a continuity of materials throughout the neighborhood. High contrast trim or material variations should be avoided in favor of variations that are chosen to blend all elements into a single idea. Material changes shall not occur at a front outside corner. The technique of "shirt fronting" of masonry veneer are prohibited. Material changes are most successful when made as part of a larger offset; for example, a masonry pier, interior corner or recessed window.



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Exterior surface materials must be approved by the ACC. Only native and select cultured rock (appropriately colored), stone, brick (used as an accent only) and stucco shall be used. Any artificial rock work shall match native natural rock. All rock and stone patterns are subject to approval by ACC.

Glass when used, may not be mirrored. Glass block is permitted but is limited to a maximum of 25 square feet in any one application, not to exceed 40 square feet total on any Residence.

Shutters and window boxes are subject to ACC's approval.

5.9 EXTERIOR WALL COLORS

Exterior wall colors shall blend with the site and surrounding landscape at all times with the maximum LRV as determined by the ACC. The Residence color shall be warm, earthy hues whether in the natural patina or weathered color of the wall surface itself or in the color of the paint, stain or other coating. Trim accents around windows, doors, and other such areas on the Residence must be of an approved color.

5.10 BUILDING PROJECTIONS

ACC approval is required for all roof projections such as, but not limited to, dormers, clearstories, skylights, chimney caps, vents, flashing, gutters, and down spouts. All roof appurtenances must match roofing colors or be of a color that compliments the Residence and must be as inconspicuous as possible.

Approved exterior surface materials such as brick (used as an accent only), stone or stucco finished chimneys shall be used. Exposed metal chimneys are not permitted.

Electrical control panels/meters, landscape irrigation controls systems, and security panels must be attractively concealed and/or painted to match the Residence. All other building projections such as balconies, porches, decks, railings and exterior stairways shall be integrated into the overall design of the Residence and match or compliment the color of the surface from which they project. All building projections shall be contained within applicable setbacks and height limitations.

5.11 GARAGES, PARKING SPACES AND RECREATIONAL VEHICLES

Each Residence shall contain sufficient parking within the Lot for at least two automobiles in an enclosed garage. Any detached garage must be connected to the main structure of the Residence with a breezeway. The surface of the garage door must be a minimum of 26 gauge metal of non-reflective material or wood materials compatible with the house and of the same color or stain as the trim. Garage doors must have electric openers. Garages must have finished interior walls with baseboards.

Parking of vehicles overnight on the street is not permitted. All recreation vehicles, campers, boats, trailers, etc. must be stored in garages. All garage doors must remain closed when garages are not in use.

No garage will open directly towards any front-street. Determination of this criteria shall be made based on City of Lakeway Building Code and any waivers or variances granted thereto. Carports are not permitted.

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5.12 ANTENNAE, SATELLITE DISHES

No exterior antennae, aerials, satellite dishes or other apparatus for the transmission or reception of television, radio, satellite, or other signals may be erected unless completely contained within the Residence and not visible from outside the Residence, except that one satellite dish measuring not more than 24 inches in diameter may be placed on a Lot so long as it is screened from view by any street, Common Areas or another Lot. All satellite dishes must comply with the City of Lakeway Building Code

6.13 FLAGS AND FLAGPOLES

A. **Approval Not Required.** In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC.

B. **Approval Required.** Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). Notwithstanding any provision in these Design Guidelines to the contrary, the process set forth in this *Section 6.13* will control the review and approval of a Freestanding Flagpole; however, all other terms and provisions of these Design Guidelines shall control, e.g., construction time, application submission, payment of review fees and compliance deposit, builder agreement, etc

C. **Approval Application.** To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (i) the location of the flagpole to be installed on the property; (ii) the type of flagpole to be installed; (iii) the dimensions of the flagpole; and (iv) the proposed materials of the flagpole. An application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the application.

D. **Approval Process.** An application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors, and the Board of Directors need not adhere to this policy when considering any such request. Each Owner is advised that if the application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the application; (ii) commence within thirty (30) calendar days of approval; and (iii) be diligently prosecuted to completion within the time of completion set forth in these Design Guidelines for a minor modification. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved application, the ACC may require the Owner to: (i) modify the application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved application. Failure to install a Freestanding Flagpole in accordance with the approved application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement

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imposed by the ACC to resubmit a application or remove and relocate a Freestanding Flagpole in accordance with the approved application shall be at the Owner's sole cost and expense.

E. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

1. No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;
2. Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
3. Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
4. With the exception of flags displayed on common area owned and/or maintained by the Association, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
5. The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
6. Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Residence;
7. A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
8. Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
9. Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

5.13 SWIMMING POOLS, HOT TUBS AND SPAS

A. General. Pools, spas or hot tubs must be approved in writing by the ACC prior to commence of work. Pools and spas shall be fenced according to all applicable governmental regulations. Pools or spas shall be made an integral part of the deck or patio area and/or landscaping. Pools, spas or hot tubs may not be located in utility easements or building setbacks and the Improvements must be properly located with minimum visibility from the golf course, adjoining property or public view.

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The initial or subsequent installation of either a pool or a spa shall require submission of drawings and prior approval by the ACC.

B. Pools. The pool plan shall be drawn on a copy of previously approved site plan, with specific indications of distances from water containing basin and surrounding slab and walkways to Lot lines. The pool plan must show the location of existing Improvements including but not limited to the house, patio, decks, retaining walls, fencing, playscapes, etc. The pool, surrounding slab, decks and/or walkways may not be located in any building setback. The pool, surrounding slab and decks will not be allowed to encroach on any easements. Pool equipment will be screened within masonry walls to match the house and in accordance with approved screening methods established herein. Above ground pools are not permitted. A Review Fee and a deposit are required prior to approval of the pool plans by the ACC. Pools are permitted when properly submitted and when they comply with the following criteria:

- Compliance with all governmental codes and requirements,
- Located in a portion of the yard that is fenced,
- Not located in utility easements or building setback,
- Properly located with minimum visibility from the Golf Course Property, adjoining property or public view,
- The exposed portion of the pool and the pool deck must be constructed of masonry that matches the Residence (if the Residence is stone then the same stone must be used, if it is stucco then stucco or a complementary stone must be used);
- Pools visible from the Golf Course Property or Common Area shall be set back as far as possible from the Golf Course Property or Common Area, screened from the Golf Course Property or Common Area and in no event will they be permitted in the 25 foot any golf course setback, and
- All information, drawings and materials called for in the permit are provided.

For pools containing backwash filtering system, a drainage detention or route to storm water collection system of backwash must be shown on the pool plan. Backwash is not permitted to be discharged into the sanitary sewer system.

All construction access will occur between the street and the rear Lot line and access from the golf course, green belt or adjoining property is prohibited.

C. Spas & Hot Tubs. Site-built or prefabricated spas or hot tubs, installed above ground, must be approved in writing by the ACC. A Review Fee and a deposit are required prior to approval of the spa and hot tub plans by the ACC. Above ground spas or hot tubs are permitted when they comply with the following criteria:

- Compliance with all governmental codes and requirements,
- Located in a portion of the yard that is fenced,
- Not located in utility easements or building setback,
- Properly located with minimum visibility from the Golf Course Property, adjoining property or public view,
- The exposed portion of the spa, hot tub, and associated deck must be constructed of masonry that matches the Residence (if the Residence is stone then the same stone must be used, if it is stucco then stucco or a complementary stone must be used);
- Spas and hot tubs visible from the Golf Course Property or Common Area shall be

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set back as far as possible from the Golf Course Property or Common Area, screened from the Golf Course Property or Common Area and in no event will they be permitted in the 25 foot any golf course setback, and

- All information, drawings and materials called for in the permit are provided.

All construction access will occur between the street and the rear Lot line, and access from the golf course, green belt or adjoining property is prohibited.

5.14 BASKETBALL HOOPS/BACKBOARDS, PLAYSCAPES AND OTHER RECREATIONAL EQUIPMENT.

Installation of permanent basketball backboards/goals is not permitted. Temporary basketball backboards/goals are permitted so long as the basketball equipment is stored so that it is not visible from the street or adjoining Lots when it is not in use. A temporary basketball backboard/goal is in use only at such times as the backboard/goal is being used to play basketball.

Approval is required for the installation of all play and sports equipment, including playscapes. Any such equipment shall be contained within the Building Site and shall not obstruct a neighboring Owner's views or be unsightly from Common Areas. Screening may be required. The City of Lakeway must approve construction of playscapes. Playscapes when permitted by the ACC will be allowed for no more than 5 years; after 5 years the playscape must be removed by the Owner. In order to obtain approval for a playscape the Owner must prepare a deed restriction limiting the duration that the playscape may remain on the Lot to 5 years. The Owner shall be responsible for all cost associated with the preparation, recordation and enforcement of this deed restriction. Neither the Association nor the ACC assumes any responsibility for the location or safety of any playscape approved by the ACC.

Tree houses are prohibited.

A Review Fee and a deposit are required prior to approval of the plans by the ACC. Submittals to the ACC for approval of basketball hoops/backboards, playscapes and other recreational equipment must include the following:

- A. A site plan of the entire Lot drawn at a scale of 1" = 10'- 0" or larger, indicating the following:
 1. location of the basketball hoops/backboards, playscapes and other recreations equipment;
 2. height and materials of basketball hoops/backboards, playscapes and other recreations equipment;
 3. location and type of all screening materials;
 4. distance from all Lot lines and all building setback lines;
 5. all exterior walks, drives, patios, playscapes, retaining walls, pathways and other decorative features including exterior lighting; and

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6. a legend using clear symbols and nomenclature.
- B. Color drawing of the proposed basketball hoops/backboards, playscapes or other recreations equipment.
- C. Specifications, including the materials and color, of the basketball hoops/backboards, playscapes or other recreations equipment

5.15 ADDRESS IDENTIFICATION

Each Lot shall have installed upon completion of the Residence an address standard with the Lot's address affixed to it. The design for the address standard shall be developed by the ACC. Street numbers will be displayed on the front elevation of each residence. Numbers are to be no less than four inches (4") in height and shall be engraved in cast limestone or contained in a brass address plate attached to the wall.

5.16 SIGNS

No signs, including "For Rent", "Beware of Dog" or other similar signs, shall be placed anywhere on any Lot without the prior written approval of the ACC except for: (i) signs permitted by the sign criteria established by the City of Lakeway for Flintrock at Hurst Creek; (ii) signs required by applicable law; (iii) temporary construction signs, and (iv) signs used by the Declarant during the construction and marketing of Lots.

5.17 SERVICE YARD

All above-ground garbage and trash containers, firewood piles, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities shall be screened from streets, the Golf Course Property, Common Areas, and other Lots

All electrical transformers, cable TV junction boxes, telephone equipment, water connection boxes, and other related fixtures lying adjacent to any street or neighboring Lot shall be screened from view and/or attractively landscaped with low stone walls, boulders or native plantings so long as reasonable access acceptable to the utility provider is maintained.

5.18 GUEST HOUSES AND CABANAS

Any attached or detached guest house shall be of the same architectural style, color and material as the Residence or of a style, color and material that is generally recognized as complementary to that of the Residence and shall be visually related to the Residence by walls, courtyards, or landscape elements. Any guest house must be built within the setbacks and comply with all local zoning regulations. Any detached guest house must be connected to the main structure of the Residence by a breezeway.

5.19 DECKS, BALCONIES, PORCHES, PATIOS AND COURTYARDS

Decks, balconies, porches, patios and courtyards are encouraged and shall be designed as an integral part of the Residence so they maximize the enjoyment of each Lot's exterior spaces and capitalize on the views of and from the Lot.

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Decks, balconies, porches, patios and courtyards shall not be constructed over easements and must comply with all local zoning requirements.

The exterior surface under the decks, balconies and porches must be constructed of the same material as the exterior of the house. Lattice work is not permitted under elevated decks, balconies or porches.

Exterior area covers shall be constructed of materials recognized as complementary to the Residence and be similar or recognized as complementary in color to the exterior color of the Residence.

5.20 GOLF COURSE LOTS

The potential hazard of golf balls or other objects entering a Lot should be considered when designing the Residence. Each Lot Owner is responsible for mitigating the potential hazards of living on the Golf Course.

Exterior building materials, including glass that can withstand the effect of errant golf balls should be used. Location and size of windows and location of patios and courtyards should be designed to mitigate this potential hazard.

The ACC, Flintrock, Ltd., or the Association shall not be responsible for any damage or injuries, which may arise due to errant flying objects as a result of play on the Golf Course.

The use of screens, nets, or other similar materials for protection shall not be permitted at any time. Protection from the flying objects shall be through natural landscape elements such as native mature trees, shrubbery, land forms and through prudent design techniques.

5.21 FIREPLACES/CHIMNEYS

Wood burning fireplaces and/or heating systems will be limited to three devices per Residence. Any additional fireplaces or heating systems, shall not be wood burning. Owners are encouraged to plumb all burning devices for gas. All fireplaces and wood burning devices must be approved by the Environmental Protection Agency (EPA) if required and in accordance with the City of Lakeway's standards for particulate emissions. All chimneys must have spark arresters.

It is recommended that every Residence incorporate a minimum of one fireplace. In order to use the chimney as a repetitive design element throughout the community, the chimney structure should be expressed on the exterior of each residence in one of the following manners:

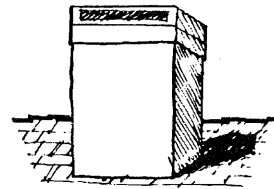
The height of the chimney should be in proportion to the roofline and adhere to building codes. Chimneys that barely peak above or squat on the roof are prohibited.

Approved material for chimneys are stucco, stone or brick (used as an accent only) with a chimney cap of appropriate materials approved by the ACC. Metal chimneys are prohibited. Siding encased chimneys are prohibited.

Chimneys on the exterior walls of houses adjacent to a roadways and on houses backing to the golf course shall be 100% masonry. Selected masonry must compliment and/or match the exterior masonry.

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Chimneys may not extend more than 3½ feet above the highest ridgeline of the house and may not be less than 2 feet above the ridgeline closest to the chimney. Chimneys must be constructed in compliance with the Building Code.



Required

5.22 ORNAMENTAL OBJECTS

Exterior ornamental objects such as, but not limited to, metal, ceramic, or wood sculptures, statues and plastic animals will not be permitted outside the Building Site. Such objects may not be visible from any street, the Golf Course Property, Common Area, and other Lots.

5.23 MAIL BOXES

Individual mailboxes on Lots are prohibited. Flintrock at Hurst Creek will have a central mail center at the main entry and individual postal boxes at such location. Owners agree to comply with US Postal Service regulations.

5.24 VIEWS

THE ACC, FLINTROCK, LTD., AND/OR THE ASSOCIATION MAKE NO REPRESENTATIONS AND NO WARRANTIES AND DISCLAIM ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CURRENT OR FUTURE VIEW FROM THE LOTS OR FROM IMPROVEMENTS MADE TO THE LOTS. THE ACC, FLINTROCK, LTD., AND THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER COMPLAINING OF DAMAGE, INJURY, REDUCTION IN PROPERTY OR AESTHETIC VALUE DUE TO LOSS OF OR IMPACT OF VIEW FROM SUCH COMPLAINING OWNER'S PROPERTY.

5.25 RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a rain barrels or rainwater harvesting system on a residential lot (a "Rainwater Harvesting System"), the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner unless the owner's tenant provides written confirmation at the time of submission that the owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned the Association must first be approved in advance and in writing by the Board, and such Board need not adhere to this policy when considering any such request.

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Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the Residence constructed on the Owner's Lot, as reasonably determined by the ACC

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the Residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device.

(vi) The Rain System Devices may not be located on public utility easements.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Golf Course Property, Common Area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

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5.26 MISCELLANEOUS

Accessory Buildings: Buildings detached from the Residence are not permitted unless otherwise approved by the ACC pursuant to Section 6.18 above. A detached garage is not considered an accessory building, and its construction shall require ACC approval on a case-by-case basis.

Air Conditioning Equipment: Location and screening of A/C equipment must be shown on the site plan. Any A/C equipment will be screened within masonry to match the house but must provide for adequate ventilation. No A/C equipment shall be located within the building setbacks. A/C equipment may be located in the 5 foot building setback if properly screened and approved by the ACC. Approved screening methods are attached as Exhibit "J".

Awnings and Overhangs: The installation of awnings or overhangs requires ACC approval. If approved, the awning or overhang color must be the same as or generally recognized as complementary to the exterior of the Residence.

Birdbaths, Birdhouses and Bird Feeders: ACC approvals are not required for the installation of any birdbath within the setbacks if of a height of 3' or less, including any pedestal. Bird feeders and birdhouses are permitted within the setbacks. Such objects may not be visible from any street, the Golf Course, Common Areas, and other Lots.

Dog Runs: ACC's approval is required and such structure must be contained within the Building Site and must not be visible from the Golf Course, any street, Common Areas, and other Lots. Animal kennels are prohibited. No animal enclosure shall provide shelter for more than 2 dogs over 6 months of age.

Gazebos: ACC approval is required and such structure must be an integral part of the landscape plan, and contained within the Building Site.

Greenhouses: ACC approval is required and the Greenhouse must be attached to the Residence. Greenhouses may not block the view of the golf course or Common Area of an adjoining property owner.

Gas Grills: ACC approval is required and permanent gas grills must be an integral part of the house plan and contained within the Building Site. Portable gas grills are permitted so long as they are stored in such a manner as to be out of sight from the street, adjoining Lots or golf course when not in use.

Pre-wiring for Security or Alarm Systems: All homes are to be prewired for security systems capable of alerting police, fire, medical and intrusion emergencies.

Pool Equipment: Location and screening of pool equipment must be shown on the site plan. Any pool equipment will be screened within masonry to match the house but must provide for adequate ventilation. No pool equipment shall be located within the building setbacks. Approved screening methods are attached as Exhibit "J".

Propane Tanks: Individual propane tanks are not allowed. Flintrock at Hurst Creek will has a private propane gas delivery system. The Owner is either required to connect to the central propane system or elect not to utilize the propane.

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Screen doors: Review approval is not required for the addition of screen door or other type of doors to a Residence or garage if the material of such matches or is similar to existing doors on the Residence and if the color is generally accepted as complementary to the Residence.

Security treatments: The ACC must approve security devices for Residences. Steel or wrought iron bars, or similar fixtures shall not be installed on the exterior or interior of any windows or doors of any Residence.

Trash Receptacles: Location and screening of trash receptacle must be shown on the site plan. Any trash receptacles must be screened within masonry to match the house. Trash receptacle storage in the garage is preferable.

6.0 LANDSCAPING GUIDELINES

The goal in establishing these guidelines is to preserve the property's natural existing vegetation while permitting attractive, landscaped areas. Water conservation must be considered in all designs. Objectives include (i) integrated landscape throughout the community, (ii) safe sight lines along roadways, and (iii) preventing erosion.

6.1 RESIDENTIAL LANDSCAPING REQUIREMENTS AND GUIDELINES

These Landscape Guidelines set forth minimum landscaping requirements.

Plan. A landscape plan showing the landscaping to be installed in the Landscape Area must be submitted to the ACC for review, and the applicant must receive approval prior to the installation of any landscape Improvements. Applicants must submit a landscape plan to the City of Lakeway and receive their approval prior to the installation of any landscape Improvements.

Landscape Area. The area to be landscaped which includes the entire Lot and the right-of-way between the Lot and any adjoining front or side street.

Installation. The installation of the landscape in accordance with the approved landscape plan must be completed prior to submittal for approval of the Owner's Application for Project Completion.

Maintenance. The Owner is responsible for maintenance of the landscaped areas of the Lot, including the rights-of-way in the front of the Lot and golf course setbacks at the rear of the Lot. Plants and grass must (i) present a healthy appearance, (ii) be maintained in a neat, orderly and consistent manner, and (iii) be free of refuse, debris and disease.

Planting Soil. All plantings should be planted with the appropriate topsoil, additives and fertilizer mixtures. The use of only on-site soil is prohibited.

Planting Beds. Planting beds are to be curvilinear with the shrubs massed in tiers. Smaller shrubs and ground cover are to be placed in the front of the bed. Larger shrubs shall be placed in the rear of the bed.

Large trees and shrubs should be planted no closer to the foundation than two (2) times the diameter of the root ball of a mature plant. Avoid planting shrubs along the foundation of the house in straight lines at a constant distance from the foundation.

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Bed Placement. Radius beds should extend from the house a minimum of 4 feet. The width of the beds should vary.

Mulching Beds. Bare ground is prohibited. All planting beds are required to be mulched with 2" deep shredded hardwood or cedar mulch. Use of gravel or lava rock in lieu of shredded hardwood or cedar mulch is prohibited.

Boulders. Accent specimen boulders are encouraged.

Grassing. Front and side yards of all houses shall be fully sodded. Rear yards of houses backing to the golf course shall be fully sodded. Rear yards of homes that do not back to the golf course shall be fully sodded.

Irrigation. All yards shall be fully irrigated.

Existing Trees. Existing trees should be preserved whenever possible. Removal of existing trees must comply with the City of Lakeway Tree Removal Regulations, including obtaining a Lot clearing permit. Prior to clearing a Lot the Owner/Builder must obtain the approval of the ACC. Removal of any tree from the Building Site without the prior approval of the ACC may result in a fine of up to \$1,000.00 per violation.

Trees. Trees are to have a minimum two-inch (2") caliper measured twenty-four inches (24") from the base of the tree. They shall be planted a minimum of 3'-0" behind the front sidewalk and centered within the Lot. Lots with two or more street trees shall space the trees equally apart on the Lot. Front yard trees and corner Lot side yard trees are to be 30-gallon minimum, container grown. It is encouraged to plant these trees in planting beds along with shrubs and ground covers.

Site Lines. No landscaping shall be erected and no vegetation shall be maintained in the area of a corner Lot between the sidelines of the intersecting streets and a straight line joining points on such sidelines that are 10 feet from the intersection of the sidelines (the corner), which materially obstructs the safe visibility for vehicular traffic. Planting of vegetation that, when mature, will obstruct visibility and endanger safe vehicular and pedestrian traffic is not permitted.

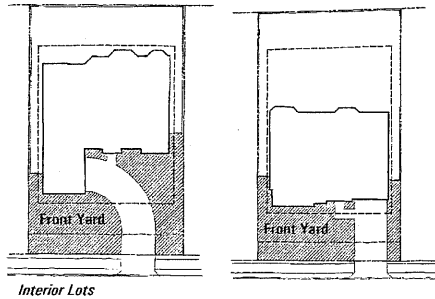
Drainage. Surface water is not permitted to drain onto an adjoining property not designated as a drainage easement (golf course is a drainage easement). Landscape plans must show the location and methods of directing drainage to the appropriate areas.

Impervious Cover. No more than 60% of the Lot may be impervious cover. The landscape plans must show the percentage of impervious cover for the Lot.

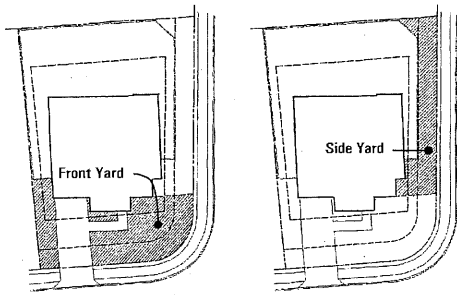
Exposed Slabs. Slabs with more than 12 inches exposed (above the finished grade and below the stone/stucco) must be screened by planting with a minimum of five (5) gallon plants spaced to cover exposed slab in a maximum of two (2) years.

FLINTROCK FALLS DESIGN GUIDELINES

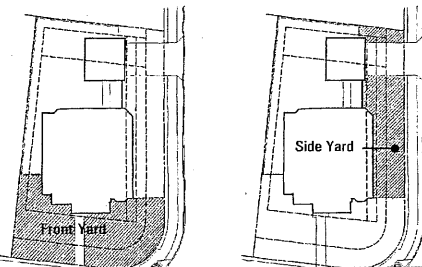
A. MINIMUM LANDSCAPE REQUIREMENTS



Interior Lots



Corner Lots



The above drawings are for reference purposes only, to be used to determine the location of front, side, and rear yards for landscaping purposes and do not authorize or imply authorization of front entry garages.

All yards shall be landscaped with a minimum combination of the trees, shrubs, ground covers and grass as set out herein. Including street trees, a minimum number of trees shall be planted in the yard of each Lot. Refer to the following tables for the minimum number of trees and shrubs required.

The front yard of an interior Lot shall be defined as the area beginning 12 feet behind the front corner of each building fronting a public or private street and extending to the side property lines and continuing to the hard surface of the street. Refer to graphic on this page.

The front yard of a corner Lot shall be defined as the area between side Lot lines from the front of the building, beginning 12 feet behind the corner of the building and a line projected parallel from the front most corner of the house, (excluding small projected porches and overhangs) to the side property line forward. Refer to graphic on this page.

The side yard of a corner Lot shall be defined as the area on the side of the building, front of garage, and side yard fence to the property line from the front yard setback to the rear property line. Refer to graphic on this page.

NOTE: For purposes of the landscaping requirements the front yard will be on the side of the yard that faces the street the house address is taken from.

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B. INTERIOR LOTS

1. Front Yards.

Front yards must be fully landscaped and contain a minimum of the following plant materials:

Beds	A planting bed at least 5 feet deep must abut the front of the house and wrap around and down the side of the house for at least 12 feet.
Trees:	3 two inch caliper trees
Ornamental Trees:	2 - 30 gallon trees
Shrubs:	5 - 15 Gallon Shrubs 15 - 5 gallon shrubs 30 - 1 gallon shrubs

2. Rear Yards.

Rear yards must be fully landscaped and contain a minimum of the following plant materials:

Trees:	1 - 2 inch caliper trees
Ornamental Trees:	1 - 30 gallon trees
Shrubs	3 - 15 Gallon Shrubs 10 - 5 gallon shrubs 20 - 1 gallon shrubs

C. CORNER LOTS

1. Front Yards:

Front yards must be fully landscaped and contain a minimum of the following plant materials:

Beds	A planting bed at least 5 feet deep must abut the front of the house and wrap around and down the side of the house for at least 12 feet.
Trees:	3 two inch caliper trees
Ornamental Trees:	2 - 30 gallon trees
Shrubs	5 - 15 Gallon Shrubs 15 - 5 gallon shrubs 30 - 1 gallon shrubs

NOTE: For purposes of the landscaping requirements the front yard will be on the side of the yard that faces the street the house address is taken from.

2. Rear Yards

Rear yards must be fully landscaped and contain a minimum of the following plant materials:

FLINTROCK FALLS DESIGN GUIDELINES

Trees:	1 - 2 inch caliper trees
Ornamental Trees:	1 - 30 gallon trees
Shrubs:	3 - 15 Gallon Shrubs
	10 - 5 gallon shrubs
	20 - 1 gallon shrubs

3. Side Yards

Side yards must be fully landscaped and contain a minimum of the following plant materials:

Trees:	1 - 2 inch caliper trees
Ornamental Trees:	1 - 30 gallon trees
Shrubs:	3 - 15 Gallon Shrubs
	10 - 5 gallon shrubs
	20 - 1 gallon shrubs

D. GOLF COURSE LOTS

1. Front Yards:

Front yards must be fully landscaped and contain a minimum of the following plant materials:

Beds	A planting bed at least 5 feet deep must abut the front of the house and wrap around and down the side of the house for at least 12 feet.
Trees:	3 - 2 inch caliper trees
Ornamental Trees:	2 - 30 gallon trees
Shrubs:	5 - 15 Gallon Shrubs
	15 - 5 gallon shrubs
	30 - 1 gallon shrubs

2. Rear Yards.

Rear yards must be fully landscaped and contain a minimum of the following plant materials:

Trees:	1 - 2 inch caliper trees
Ornamental Trees:	1 - 30 gallon trees
Shrubs	3 - 15 Gallon Shrubs
	10 - 5 gallon shrubs
	20 - 1 gallon shrubs

3. Side Yards.

Side yards must be fully landscaped and contain a minimum of the following plant materials:

Trees:	1 - 2 inch caliper trees
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Ornamental Trees:	1 - 30 gallon trees
Shrubs	3 - 15 Gallon Shrubs
	10 - 5 gallon shrubs
	20 - 1 gallon shrubs

E. PREFERRED PLANT LIST

The plants listed below are the approved plant materials for Flintrock at Hurst Creek. Every effort should be made to incorporate these plants into the landscape design for every Lot. Other plant material may be used, but priority should be given to plants from this palette.

The use of golden euonymus, because of growth characteristics and susceptibility to disease, is discouraged. Arborvitae, junipers (other than ground cover varieties) cactus and bamboo are not permitted without the prior approval of the ACC.

The use of evergreen trees in the front yard is encouraged.

Trees

- Bald Cypress
Taxodium distichum
- Bradford Pear
Pyrus calleryana 'Bradford'
- Cedar Elm
Ulmus crassifolia
- Bur Oak
Quercus macrocarpa
- Chinkapin Oak
Quercus muehlenbergii
- Magnolia
Magnolia spp.
- Monterrey Oak
Quercus polymorpha
- Pecan
Carya illinoensis
- Any other tree must be approved by the ACC

Ornamental Trees

- American Holly
Ilex opaca
- Crape Myrtle
Lagerstroemia indica
- Mexican Plum
Prunus mexicana
- Possum Haw Holly
Ilex decidua
- Texas Mountain Laurel

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- *Sophora secundiflora*
- Yaupon Holly
Ilex vomitoria
- Caroline Laurel Cherry
Prunus carolinana
- Purple Leaf Plumb
Prunus cerasifera
- Mexican Redbud
Cercis canadensis var. *mexicana*
- Texas Redbud
Cercis canadensis var. *texensis*
- Chinese Pitache
- Ornamental Pear
- Any other tree must be approved by the ACC

Shrubs

- Abelia
Abelia grandiflora
- Banks Rose
Rosa banksia
- Dwarf Crape Myrtle
Lagerstromia indica
- Dwarf Pittosporum
Pittosporum tobira 'Wheeleri'
- Dwarf Wax Myrtle
Myrica cerifera
- Dwarf Yaupon
Ilex vomitoria 'Nana'
- Dwarf Burford Holly
Ilex cornuta 'Burfordii Nana'
- Fountain Grass
Pennisetum spp.
- Green Cloud Sage
Leucophyllum frutescens 'Green Cloud'
- Indian Hawthorn "Clara"
Raphiolepis indica
- Italian Jasmine
Jasminum humile
- Maiden Grass
Miscanthus sinensis
- Muhly grass
Muhlenbergia lindheimeri
- Oleander
Nerium oleander
- Pampas Grass
Cortaderia selloana

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- Pineapple Guava
Feijoa sellowiana
- Possum Haw
Ilex decidua
- Primorse Jasmine
Jasminum mesnyi
- Variegated Pittosporum
Pittosporum tobira 'Variegata'
- Any other shrub must be approved by the ACC

Ground Covers

- Algerian Ivy
Hedera canariensis
- Asian Jasmine
Trachelospermum asiaticum
- Carolina Jessamine
Gelsemium sempervirens
- Chinese Wisteria
Wisteria sinensis
- Climbing Fig
Ficus pumila
- Creeping Rosemary
Rosmarinus sp.
- English Ivy
Hedera helix
- Honeysuckle
Lonicera japonica 'Atropurpurea'
- Japanese Star Jasmine
Trachelospermum japonicum
- Lily Turf
Liriope muscari
- Monkey Grass
Mondo japonica
- New Gold Lantana
Lantana camera - 'New Gold'
- Trumpet Vine
Campsis radicans

Grass - Permitted

- Bermuda - TIF 419
- Hybrid Fescue
- Buffalograss - 609
- Buffalograss - Paririe
- Zoysia - El Toro

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Grass – Not Permitted

- St. Augustine
- Other invasive grass

Lawns may be "over-seeded" with rye grass (maintained to 2 - 1/2" height).

Gravel or rock used for ground cover, mulch or as a substitute for grass lawn, when visible from public view, is prohibited, unless otherwise approved by the ACC.

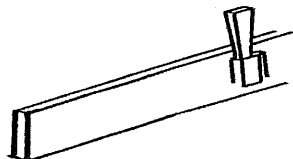
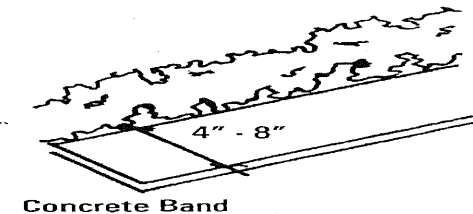
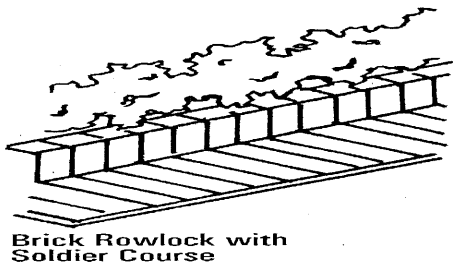
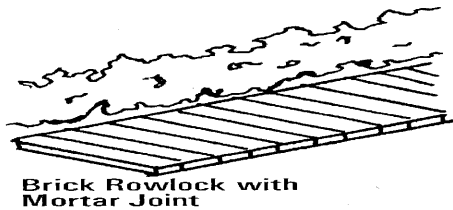
Trees and plants native to or adaptable to the Texas Hill Country environment are recommended

F. PLANTING BEDS - EDGES

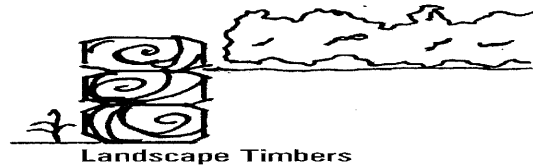
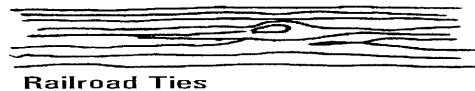
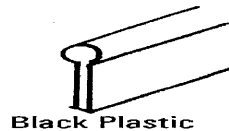
Planting bed edging is required for maintenance purposes and to define the shape of planting beds. Edging that will be conducive to easy maintenance with string cutters or powered edgers should be considered. Raised beds bordered with masonry to match the Residence are encouraged.

Railroad ties, landscape timbers, scalloped concrete borders, etc. are prohibited. Edging shall not compete with the visual quality of planting beds, but enhance its appearance.

Preferred



Not Allowed



FLINTROCK FALLS DESIGN GUIDELINES

G. GRADING

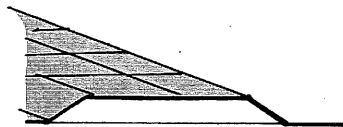
Berms are to be graded in gentle, undulating naturalistic forms, and not straight or steep slopes. Provisions are to be made for drainage around or through berms as required. Generally, a height of forty-eight inches (48") from top of adjacent curb is the maximum desired.

Swales (small ditches) are to be graded shallow, but wide to allow slow runoff. To maintain a natural look avoid abrupt angles and steep cuts or slopes.

Steep slopes of 2.5: 1 or more should be broken with retaining walls or steps. Terracing of lawns is encouraged, especially in front yards. All retaining walls shall be submitted to and approved by the DRB prior to construction.

Retaining walls should be designed to use materials such as stone, brick, or interlocking wall systems. Railroad ties, exposed concrete, and landscape timbers are not permitted.

Not Allowed

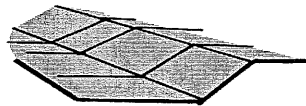


Abrupt Angles

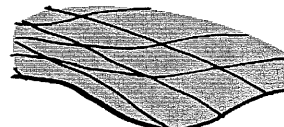
Preferred



Smooth Transition



Steep Slopes



Undulating Cut



**Slopes in Excess
of 2.5:1**



Retaining Wall

FLINTROCK FALLS DESIGN GUIDELINES

G. XERISCAPE

Xeriscape may be permitted at the sole and absolute digression of the ACC. Xeriscape guideline have been included as Exhibit L attached hereto for reference.

6.2 PROCEDURES

Two copies of a detailed landscaping plan shall be submitted and approved by the ACC during the initial phase of the construction term. The landscaping plan shall detail and identify: existing plants which are to remain; new plants to be installed by common name, plant size and mature size; the location of required trees; and new walks, retaining walls etc. by material and dimensions including height above finished grade. Such plan shall also identify any existing trees protected under the City of Lakeway Tree Protection Ordinance with a 16" inch diameter measured at a height of 4' 6" above ground level ("protected tree") that the Owner intends to remove. No such protected tree shall be removed without the prior written permission of the ACC and the City of Lakeway. Removal of any tree requires prior written approval of the ACC. Failure to obtain such prior approval may result in a fine of \$ 1,000 per violation. Dead limbs and debris may be removed without prior approval of the ACC.

The ACC may on a case by case basis require an Owner to reduce the fire hazard of said Owner's Lot as described by the Hudson Bend Fire Department's Guidelines, if any.

All landscaping plans shall be implemented as soon as practical and shall be completed within the earlier of: (i) 90 days following the substantial completion of the Residence; or (ii) 30 days following the Issuance of the Temporary Inspection Certificate. The ACC may authorize extensions to this requirement.

All construction, including landscaping, in street rights-of-way must be approved by the ACC. Silt fences elsewhere required by these Design Guidelines should remain in place and be properly maintained until the landscape inspection has been successfully completed.

7.0 CONSTRUCTION GUIDELINES

The following construction regulations shall apply to any and all work performed on a Lot. All Builders and Owners shall be bound by the City of Lakeway Development Ordinance and Building Codes, the Uniform Building Code, and any other applicable Governing Authority's construction guidelines. Any violation of these regulations by a Builder shall be deemed to be a violation by the Owner of the Lot.

7.1 PRE-CONSTRUCTION CONFERENCE.

Prior to commencing construction, the Builder may meet with the ACC to review construction procedures and to coordinate construction activities.

The Builder shall supply the guard with an up to date list of all employees, suppliers, subcontractors, and agents who will have access to and from the Lot during construction. All the aforementioned shall register with the guard in order to obtain access to the community.

FLINTROCK FALLS DESIGN GUIDELINES

7.2 GOVERNING AUTHORITY

All Builders and Owners shall comply with the regulations of any Governing Authority, including the ACC or its representatives as well as all applicable Occupational Safety and Health Act regulations and guidelines (OSHA).

7.3 CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, ETC

Any Owner or Builder who desires to bring a construction trailer, field office or like to Flintrock at Hurst Creek shall first apply for and obtain written approval from the ACC. To obtain such approval, the Builder shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office, and the trash receptacle noted thereon. Such temporary structures shall be removed upon completion of construction. The trash receptacle shall be of an approved size. If ACC approves such application, the Owner or Builder shall then apply for and obtain all applicable City of Lakeway and other governmental permits before moving any such construction trailer, field office, etc. onto the Building Site.

7.4 DEBRIS AND TRASH REMOVAL

During the construction period, each construction site shall be kept neat and clean. Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Builders are responsible for retrieving any and all trash and debris blown onto neighboring properties. Builders are prohibited from dumping, burying or burning trash anywhere within Flintrock at Hurst Creek. Mud and dirt from the construction site on the paved streets of Flintrock at Hurst Creek whether caused by the Builder or any of its subcontractors or suppliers shall be promptly removed and cleaned by the Builder. Failure to comply with this section will result in a fine being levied by the ACC and/or the violation being remedied by the ACC. In either case, the fine or cost of remedying the violation shall be charged against the construction deposit if not promptly paid, if no deposit exists and the Builder fails to pay the fine the Association shall have the right to lien the Lot in accordance with the CCR's.

The Association shall have the right to assess a fine against Builders and Owners who fail to comply with the provisions of this Section 8.4 in the amount of \$100.00 per day for each occurrence in addition to any costs incurred by the Association resulting from such failure to comply.

7.5 SANITARY FACILITIES

Each Builder shall be responsible for providing adequate sanitary facilities for Builder's construction workers. Portable toilets shall be located only within the Lot or in an area approved the ACC.

7.6 VEHICLES, VEHICLE ENTRY PASSES AND PARKING AREAS

All Builders, contractors, subcontractors, suppliers and their employees must obtain a contractor's pass for their vehicles in order to enter Flintrock at Hurst Creek. In order to obtain a contractor's pass the Builder, contractor, supplier, subcontractor or employee must have a valid Texas Driver's License and proof of insurance. In order to retain the contractor's pass, pass holders must comply with all traffic regulations in Flintrock at Hurst Creek and must operate their vehicle safely and courteously. The contractor's pass will be revoked immediately for failure to comply with these regulations.

FLINTROCK FALLS DESIGN GUIDELINES

Private and construction vehicles and machinery shall be parked only near the Lot under construction or in areas designated by the ACC. All vehicles shall be parked so as not to inhibit traffic.

Each Builder shall be responsible for assuring that its contractors, subcontractors, suppliers, and their employees obey the speed limits posted with the development. Fines will be imposed for repeated violations. Adhering to the speed limits shall be a condition included in the contract between the Builder and its subcontractors/suppliers. Repeat offenders will be denied future access to Flintrock at Hurst Creek.

7.7 EXCAVATION MATERIALS

Excess excavation materials must be hauled away from Flintrock at Hurst Creek and properly disposed of. Failure to do so shall result in the ACC removing the material and charging the expense against the Owner and its Lot.

7.8 BUILDING SITE FENCING

To protect the area outside the Building Site from damage due to construction operations, site fencing of orange plastic warning barrier or similar materials approved by the ACC shall be installed to enclose the Building Site except for the construction entrance, and such fencing shall be depicted on the Final Plans. Additional protective fencing is required for other sensitive areas or protected trees inside or outside of the Building Site and shall be shown on the Final Plans. Such fencing shall remain until completion of construction and then promptly removed.

In the event it is necessary to conduct construction activities outside the Building Site, the Builder shall submit to the ACC a boundary description of the proposed encroachment. Such encroachment shall be returned to its original condition upon completion of construction or landscaped per the approved plan. If the property is owned by a party other than the Builder, the Builder must obtain that party's prior written approval before the Builder utilizes the area, and the area must be restored to a condition substantially similar to its condition prior to the Builder's utilization of the area.

7.9 RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGES

Damage of any property outside the Lot, including but not limited to roads, driveways, utilities, vegetation, and/or other improvements, resulting from construction operations will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly and any expense shall be borne by the Builder. In the event the Builder fails to restore or repair the damaged area, the ACC may repair the area and impose the expense as a charge against the Builder. In the event of default by the Builder in meeting these obligations, the Lot Owner who has retained the Builder shall be responsible and a lien may be recorded against such Owner's or Builder's Lots until paid.

7.10 MISCELLANEOUS AND GENERAL PRACTICES

All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, Builders, contractors and subcontractors while in Flintrock at Hurst Creek. The following practices are prohibited:

FLINTROCK FALLS DESIGN GUIDELINES

- Changing oil on any vehicle or equipment on the Lot itself or at any other location within Flintrock at Hurst Creek other than at a location, if any, designated for that purpose by the ACC.
- Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment anywhere but the location specifically designated for that purpose by the ACC. Such cleaning outside the designated area anywhere on the Property is strictly prohibited. Violation of this provision will result in a \$500 fine per occurrence or the repayment of expense of repairing the damage, whichever is greater.
- Removing any rocks, plant material, topsoil, or similar items from any property of others within Flintrock at Hurst Creek, including other construction sites.
- Carrying any type of firearms within Flintrock at Hurst Creek.
- Using disposal methods or equipment other than those approved by the ACC.
- Careless disposition of cigarettes and other flammable material. At least three pounds ABCrated dry chemical fire extinguishers shall be present and available in a conspicuous place on the construction site at all times.
- Smoking by construction workers outside the area designated for smoking. Such areas will be contained within the Building Site, and Builder shall provide ash cans.
- Destruction or removal of protected plant materials or plans not previously approved the ACC.
- Use of or transit over, any golf course area.
- No pets, including dogs, may be brought into Flintrock at Hurst Creek by either Builders or construction personnel. In the event of a violation, the ACC, Flintrock, Ltd., or the Association shall have the right to contact authorities to impound any pet, to refuse to permit the Builder or subcontractor involved to continue on the project or to take such other action as permitted by law, the Design Guidelines or the Declaration.
- Catering trucks are not permitted in the City of Lakeway.

7.11 CONSTRUCTION ACCESS

The only approved construction access during the time a Residence or other improvement is under construction will be over the approved driveway for that Lot unless the ACC approves an alternative access point. In no event shall more than one construction access route be permitted onto any Lot.

The location of the Flintrock at Hurst Creek's main construction entrance will be determined from time to time by the ACC, and each Builder shall be responsible for assuring that only that entrance is used by its employees, suppliers, subcontractors and agents. The current construction entrance is the Main Entry from Flint Rock Road.

FLINTROCK FALLS DESIGN GUIDELINES

7.12 DUST, MUD AND NOISE

Each Builder shall be responsible for controlling dust, mud and noise, including, music from the construction site. Radios, boom boxes or other audio equipment will not be permitted if the sound may be heard on an adjoining Lot, the Golf Course or outside the construction site.

7.13 CONSTRUCTION SIGNAGE

Unless required by any Governing Authority, no construction signs may be posted anywhere on the Property, except that Flintrock, Ltd. and any Builder authorized by Flintrock, Ltd. may post one construction sign on each Lot on which construction is occurring. Such sign shall be approved in advance by the Flintrock, Ltd. and erected on a location approved by the Flintrock, Ltd. Flintrock, Ltd. may at its discretion delegate this approval process to the ACC.

7.14 DAILY OPERATION

Daily working hours for each construction site shall be as follows:

- Monday - Friday7 AM to 7 PM
- Saturday7 AM to 6 PM
- Sunday and
- Designated Holidays.....No work permitted. (As posted at the guard station)

Construction hours are subject to change and will be determined by ACC from time to time. No work may be conducted on Sundays or other designated holidays.

7.15 SAFETY

The construction site must be maintained in a safe and workman like manner. The Owner/Builder shall be responsible for maintaining the construction site in such a manner as to limit the potential for construction accidents and to limit the possibility of the site being an attractive nuisance to the surrounding community. If the Owner/Builder fails to maintain the site in this manner the Owner/Builder will be subject to fines and construction on the site may be stopped by the Association.

8.0 CONFLICTS

To the extent that the City of Lakeway ordinances, building codes or regulations require a more restrictive standard than the standards set forth in the Design Guidelines, or the Declaration, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Declaration and the Design Guidelines (in that order) shall prevail, except as otherwise provided herein.

9.0 AUTHORITY

The Design Guidelines have been adopted and approved by the Architectural Control Committee and Board of Directors of the Association pursuant to the Declaration. The Design Guidelines may be changed and amended to serve the needs of Flintrock at Hurst Creek pursuant to the procedures set forth in the Declaration and in Section 14.4 of the Design Guidelines.

FLINTROCK FALLS DESIGN GUIDELINES

10.0 APPLICABILITY OF DESIGN REVIEW

These Design Guidelines are only applicable to the Single Family Property, which is subject to the Declaration including any additional property zoned for single-family use which may be subject to the Declaration in accordance with Article II of the Declaration. Unless otherwise specifically stated in Article X of the Declaration or in the Design Guidelines, all plans and materials for new construction or exterior modifications of Improvements on a Lot must be approved before any construction activity begins. Unless otherwise specifically stated in the Design Guidelines, no Residence may be constructed upon any Lot, and no Improvements, including staking, clearing, excavation, grading and other site work, exterior alteration of existing Improvements, and planting or removal of landscaping material shall take place without receiving the prior written approval of the Reviewer as described below. Where the Design Guidelines specifically allow an Owner to proceed without advance written approval, such allowance shall only be effective so long as the Owner complies with the requirements of the Design Guidelines.

Owners are responsible for complying with all standards and procedures set forth in these Design Guidelines, the Declaration, and any applicable Supplemental Declaration. Owners are advised specifically to review the use restrictions set forth in Articles III and IV of the Declaration.

11.0 REVIEW STRUCTURE

Architectural control and design review for Flintrock at Hurst Creek is handled by either (i) the Flintrock, Ltd. or its designee or (ii) the ACC or its designated consultants or inspectors. The term "Reviewer" as used in the Design Guidelines, shall refer to the appropriate entity or person conducting such review.

1. Declarant. Flintrock, Ltd. is the Single Family Declarant and has exclusive architectural control authority with respect to the Single Family Property so long as Flintrock, Ltd. owns any portion of the Single-Family Property and so long as Flintrock, Ltd. has not terminated such rights by written instrument recorded in the public records (the "Declarant Review Period"). During the Declarant Review Period, Flintrock, Ltd. shall review plans and specifications for all construction and landscaping on any Lot, shall be the exclusive interpreter of the Design Guidelines, shall monitor the effectiveness of the Design Guidelines, and may promulgate additional design standards and review procedures as it deems appropriate.

Flintrock, Ltd. may from time to time, but shall not be obligated to, delegate in writing all or a portion of its rights under this section to: (i) an ACC appointed by the Association's Board of Directors; or (ii) a committee comprised of architects, engineers or other persons who may or may not be Members of the Association. In the event of such delegation, the designee's jurisdiction shall be limited to such matters as are specifically delegated by Flintrock, Ltd. In addition, any such delegation shall be subject to the right of Flintrock, Ltd. to: (a) revoke such delegation at any time and reassume architectural authority; or (b) veto any decision which it, in its sole and absolute discretion, to be inappropriate or inadvisable for any reason.

2. ACC. The ACC has jurisdiction over those responsibilities delegated to it by the Flintrock, Ltd. during the Declarant Review Period. Following the Declarant Review Period, the ACC has jurisdiction over all matters relating to architecture and landscaping of residential properties as set forth in Article X of the Declaration. Following the Declarant Review Period, the ACC shall review plans and specifications for all construction and landscaping on any Lot, shall have jurisdiction over all construction and landscaping on any Lot, shall be the conclusive interpreter of the Design Guidelines, shall monitor

FLINTROCK FALLS DESIGN GUIDELINES

the effectiveness of the Design Guidelines, and may promulgate additional design standards and review procedures consistent with the Design Guidelines.

12.0 REVIEW FEES

When a Builder or Owner submits plans to the ACC for approval, the submission shall include a "Review Fee," in addition to any permitting fees, utility fees, LUE fees, propane utilization fees and/or propane non-utilization fees due and owing pursuant to contractual arrangements. The Review Fee, subject to change from time to time, shall be made payable upon application to the Association as follows:

1. New Residence Review Fee/ Street Use Fee - \$750, payable with submission of application to ACC

2. Major alteration or addition A structural or site modification significant enough to warrant the issuance of a building permit by a governmental authority. Application for review must be submitted. (See Exhibit "F").

Review Fee - \$250, payable with submission of application to ACC

3. Minor architectural modification or addition Any architectural changes which require architectural review and approval as set forth in the Declaration or the Design Guidelines but a governmental building permit is not required. For example, changing the exterior color scheme of the Residence or installing landscaping which deviates from the approved existing landscaping plan. Application for Review must be submitted. (See Exhibit "F").

Review Fee -\$100, payable with submission of application to ACC

4. Changes to or re-submission of approved or unapproved plans.

Review Fee - \$100, payable with submission of application to ACC

5. Pool plans or landscape plans submitted separately from the house plans.

Review Fee -\$100, payable with submission of application to ACC

6. Playscape plans or Gazeboes Landscape Plans submitted separately from the house plans.

Review Fee -\$100, payable with submission of application to ACC

7. Variance Request

Request fee of \$250.00, payable upon submission of request.

8. Propane related fees and reimbursement of prepaid LUE fees.

FLINTROCK FALLS DESIGN GUIDELINES

Evidence of payment of the propane utilization fee and the reimbursement of LUE fee are required at the time of the submittal of the Application for Final Submittal. If evidence of payment of the propane utilization fee and/or the LUE fee are not provided at or prior to submittal of the Application for Final Submittal then payment of the propane utilization fee and/or the LUE fee must be submitted with the Application for final Submittal. The propane utilization fee is \$1,000.00 per lot. The reimbursement of the LUE fee is as follows:

Phases 1, 2, 3, 4 and 7	\$4,400.00
Phases 5 & 6	\$8,750.00

The Review Fees payable to the Association are separate from any permit, building or inspections fees that may be charged by the City of Lakeway, WCID 17 or any other governing body. The ACC may, in its sole discretion, adjust the Review Fees from time to time.

12.2 DEPOSITS FEES

When a Builder or Owner submits plans to the ACC for approval, the submission shall include a deposit in addition to any other fees including but not limited to permitting fees, utility fees, propane fees and/or propane waiver fees. The deposit amount is subject to change from time to time. Deposits should be made payable to the Association in the following amounts:

1. New Residence - Deposit \$5,000.00 Major alteration or addition - Deposit \$2,000.00
3. Minor architectural modification or addition - Deposit \$1,500.00.
4. Landscape plans submitted separately from the house plans - Deposit \$1,000.00.
5. Pool plans submitted separately from the house plans - Deposit \$1,000.00
6. Fences submitted separately from any other plan – Deposit \$750.00
7. Playscapes, gazeboes or other structures submitted separately from the house plans - Deposit \$1,000.00
8. Propane Non-Utilization – Deposit \$1,500.00 At final inspection, the ACC will determine based on the propane appliances installed in the house whether the propane non-utilization fee must be paid. If it is determined by the ACC that the propane non-utilization fee is not required, the propane non-utilization deposit will be refunded to the Owner or Builder, as applicable. If it is determined that a propane non-utilization fee is required the propane non-utilization deposit will be disbursed to Propane Funding, LLC.

The Deposits payable to the Association are separate from any review, propane, LUE, permit, building or inspections fees that may be charged by the Association, City of Lakeway, WCID 17 or any other governing body. The ACC may, in its sole and absolute discretion, adjust the Deposits from time to time.

12.3 DEPOSITS FEES REFUNDS

FLINTROCK FALLS DESIGN GUIDELINES

A. Deposits will not be refunded until:

1. Construction is in full and complete compliance with the plans approved by the ACC. Non-compliance with approved plans can result in the ACC remedying the non-compliance and levying a lien upon the Lot and improvement until reimbursed for its expenses.
2. Any damage to adjacent Lots, streets, Common Area or public utilities, which shall include damage to any landscaping, equipment, cable television lines, telephone lines and other Improvements, has been repaired.
3. Trash, building materials, other equipment or temporary buildings have been removed from the Lot, or adjacent Lots.
4. The ACC has issued a final Certificate of Occupancy and the City of Lakeway has issued a final Certificate of Occupancy for the Residence.
5. The owner has moved into the Residence (at least 50% of the Deposit will be withheld until the Residence is occupied).

B. Deposits will be refunded less any of the following:

1. Unpaid fees due the Association;
2. Unpaid fines due to the Association;
3. Amounts expended by the Association to correct or complete any construction related conditions of non-compliance with the Design Guidelines, the Declaration or the Association's Rules & Regulations; or
4. Amounts expended by the Association to correct or complete any maintenance related conditions of non-compliance with the Design Guidelines, the Declaration or the Association's Rules & Regulations.

13.0 RIGHTS AND ORGANIZATION INCORPORATION

The provision of the Declaration applicable to design and landscape control are incorporated herein by reference.

13.1 ENFORCEMENT

In the event of any violation of the Design Guidelines, Flintrock, Ltd. or the Board of Directors may take any action set forth in the By-Laws or the Declaration, including the levy of a specific assessment pursuant to Article IX of the Declaration. Flintrock, Ltd. or the Association Board of Directors may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedial action of the violation. In addition, Flintrock, Ltd. or the Board of Directors shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Lot upon which such violation exists.

13.2 NON-LIABILITY FOR APPROVAL OF PLANS

FLINTROCK FALLS DESIGN GUIDELINES

THE ACC, FLINTROCK, LTD. AND THE ASSOCIATION, THEIR AGENTS, PARTNERS, DIRECTORS, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE TO ANY OWNER OR OTHER INTERESTED PERSON WITH RESPECT TO APPROVAL OR DISAPPROVAL OF PLANS AND SPECIFICATIONS SUBMITTED BY ANY OWNER IN COMPLIANCE WITH THE DECLARATION AND THE DESIGN GUIDELINES, OR WITH RESPECT TO ANY ALLEGED DAMAGE, INJURY, EXPENSE, OBSTRUCTION OF VIEW OR INCONVENIENCE CLAIMED BY ANY OWNER. SECTION 10.5 OF THE DECLARATION CONTAINS A DISCLAIMER OF LIABILITY OR RESPONSIBILITY FOR THE APPROVAL OF PLANS AND SPECIFICATIONS CONTAINED IN ANY REQUEST BY AN OWNER. PRIOR TO SUBMITTING PLANS OR INFORMATION FOR REVIEW, OWNERS SHOULD READ AND UNDERSTAND THIS DISCLAIMER.

APPLICANTS MUST OBTAIN ALL APPLICABLE GOVERNMENTAL APPROVALS AND PERMITS TO CONSTRUCT PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THOSE FROM THE CITY OF LAKEWAY AND WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17.

THE ACTIONS TAKEN BY OR AUTHORIZATIONS GIVEN BY THE ASSOCIATION AND/OR THE ACC DO NOT CONSTITUTE AND SHALL NOT BE AN OPINION, APPROVAL, WARRANTY OR REPRESENTATION OF THE ASSOCIATION, THE ACC OR THE DECLARANT, ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, OR AGENTS AS TO WHETHER THE IMPROVEMENTS CONTEMPLATED IN THE PLANS ARE OR WILL (1) BE STRUCTURALLY SOUND; (2) COMPLY WITH APPLICABLE GOVERNMENTAL REGULATIONS; (3) BE FREE FROM DAMAGE BY WIND, RAIN OR FLOOD; (4) NOT ENCROACH INTO ANY EASEMENT OR SETBACKS; (5) NOT DIVERT SURFACE WATER IN A MANNER NOT ALLOWED BY LAW OR DEED RESTRICTION; OR (6) BE HABITABLE.

13.3 VIEW CORRIDOR DISCLOSURE

EXISTING, FUTURE OR POTENTIAL VIEWS OF THE GOLF COURSE PROPERTY, COMMON AREAS, AND THE SURROUNDING TEXAS HILL COUNTRY FROM A LOT IN FLINTROCK AT HURST CREEK OR ANY IMPROVEMENT TO BE CONSTRUCTED ON ANY LOT ARE NOT GUARANTEED OR PROTECTED BY ANY STATUTE, RULE, SUBDIVISION RESTRICTIONS, GOVERNMENTAL AUTHORITY OR CONTRACT. THE ACC, FLINTROCK, LTD., THE OWNERS OF THE GOLF COURSE PROPERTY AND THE ASSOCIATION AND ANY OF THEIR OWNERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES OR SUCCESSORS MAKE NO REPRESENTATIONS AND NO WARRANTY AND HEREBY DISCLAIM ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CURRENT OR FUTURE VIEWS FROM ANY LOT AND SHALL NOT BE LIABLE TO ANY OWNER OR OTHER INTERESTED PERSON WITH RESPECT THERETO. OWNERS AGREE TO RELEASE AND WAIVE ALL PRESENT AND FUTURE CLAIMS OF ANY NATURE AGAINST FLINTROCK, LTD., THE ASSOCIATION, THE OWNERS OF THE GOLF COURSE PROPERTY AND THE ACC AND ANY OF THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES OR SUCCESSORS ARISING FROM LOSS OR LACK OF VIEWS FROM ANY LOT OR IMPROVEMENTS TO BE CONSTRUCTED ON SUCH LOTS.

13.4 CHANGES AND AMENDMENTS TO THE DESIGN GUIDELINES

FLINTROCK FALLS DESIGN GUIDELINES

The Design Guidelines may be amended by the ACC with approval of the Board of Directors as provided in Section 10.03 of the Declaration.

Such amendment shall be promptly posted in a prominent place within the residential properties. All amendments shall become effective upon adoption by the Board of Directors. Such amendments shall not be retroactive so as to apply to previous work or approved work in progress.

In no way shall any amendment to the Design Guidelines change, alter or modify any provision of the Declaration or any Supplemental Declaration.

13.5 WAIVER

The ACC reserves the right to grant variances pursuant to Section 4.7 above. Failure of the ACC to enforce any of the restrictions or guidelines set forth herein, shall not be a waiver of the right to enforce the same.

13.6 ESTOPPEL CERTIFICATE

Within 30 days after written demand is delivered to the ACC by an Owner, and upon payment therewith to the ACC of a reasonable fee from time to time to be fixed by the ACC, the ACC shall record an estoppel certificate executed by any two of its members, certifying with respect to any Lot, that as of the date thereof either: (i) all Improvements comply with the Design Guidelines and the Declaration; or (ii) such Improvements do not so comply, in which event the certificate shall also (a) identify the non-complying Improvements; and (b) set forth with particularity the cause or causes for such non-compliance. Any purchaser shall be entitled to rely on said estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the ACC, Flintrock, Ltd., all Owners and other interested persons.

13.7 SEVERABILITY

The provisions of these Design Guidelines are severable. If any provisions of the Design Guidelines shall be held to be invalid, such invalidity shall not affect the validity of the other provisions of the Design Guidelines.

14.0 DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when used in the Design Guidelines shall have the following specific meanings. Terms used herein, which are defined in the Declaration, shall have the meanings specified therein.

14.1 BUILDER

"Builder" means a person or entity engaged in construction, modification, or installation of any Improvements, including staking, clearing, excavation, grading or other site work, exterior alteration or removal of landscaping materials within Flintrock at Hurst Creek, and may include an Owner.

FLINTROCK FALLS DESIGN GUIDELINES

14.2 BUILDING SITE

"Building Site" means that portion of a Lot upon which an Improvement is being constructed, modified, and or installed, such area not to exceed the maximum allowed developable area of the Lot.

14.3 DECLARANT

Flintrock, Ltd., a Texas limited partnership, or its successors or assigns who have properly been allocated Declarant's rights. .

14.4 DECLARATION

"Declaration" means that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005167713, in the Official Public Records of Travis County, Texas, as amended from time to time, or any Supplemental Declaration (the "**Supplemental Declaration**") which may be filed from time to time thereafter.

14.5 GOVERNING AUTHORITY/GOVERNING AUTHORITIES

The City of Lakeway, Texas, and or other applicable authorities.

14.6 OWNER

"Owner" means the Owner of a Lot. For the purposes herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.

14.7 PROPERTY DEFINITIONS

As used in these Design Guidelines, the term "Property" refers to the "Single Family Property" defined in the Declaration and described therein. These Design Guidelines only affect the Single Family Property.

14.8 RESIDENCE

"Residence" means the building or buildings, including any garage, used for residential purposes constructed on a Lot. Unless otherwise defined, "Residence" shall mean single-family residence.

14.9 REVIEWER

"Reviewer" means the Flintrock, Ltd. or the ACC established pursuant to the Declaration.

14.10 LOT

"Lot" means a Single Family Lot as defined in the Declaration.

Exhibits List to Design Guidelines

Exhibit Description

FLINTROCK FALLS DESIGN GUIDELINES

- A Builder Agreement
 - B Summary of Design Review Process
 - C Application for Preliminary Submittal
 - D Application for Final Submittal
 - E Application for Project Completion Review
 - E-1 Application for Landscaping Plan Review
 - E-2 Application for Pool Pan Review
 - F Application for Review of Modifications to an Existing Approved Residence
 - G Owner's Statement of Intent to Comply with the Design Guidelines
 - H Approved Type 1 Driveway Detail
 - I Metal Fence Detail Design Drawings
 - J Air Conditioning & Pool Equipment Screening Detail
 - K Builder Application
 - L Xeriscape Guidelines
-

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT A

Builder: _____

Owner (if different): _____

Property: _____

Builder Deposit: \$ _____

Flintrock at Hurst Creek Property Owners' Association

BUILDER AGREEMENT

This Builder Agreement (this "Agreement") is made as of the Effective Date below between The Flintrock at Hurst Creek Property Owners' Association, Inc., a Texas non-profit corporation (the "Association") and Builder, who intends to construct certain improvements on the Property. The Property is located within Flintrock at Hurst Creek, Travis County, Texas (the "Development").

NOW THEREFORE, the Builder and the Association hereby agree as follows:

1. Information. Builder has provided certain information to the Association, which information is attached heretofore as Exhibit "A-1". Builder hereby certifies that such information is true and correct. Builder agrees to provide additional information to the Association regarding Builder as may be requested by the Association.

2. Restrictions and Guidelines. The Builder hereby acknowledges and agrees that the Property is subject to the terms and provisions of that certain M Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005167713, in the Official Public Records of Travis County, Texas, as amended, and any amendments thereto, or supplements or protective covenants filed in accordance therewith and the terms and provisions of those certain Flintrock Falls Single-Family Design Guidelines (collectively, the "Restrictions"). The Builder, while performing any activity in the Development or on the Property, is required to comply with the Restrictions. Builder acknowledges that violation of the terms and provisions of the Restrictions by the Builder or its sub-contractors may result in fines and penalties charged against the Builder (or the Owner if different from the Builder), or may result in the Builder or sub-contractor being denied access to the Development. No construction may commence on any proposed improvements until the ACC has issued a construction permit. BUILDER HAS RECEIVED A COPY OF THE RESTRICTIONS. BUILDER ACKNOWLEDGES AND AGREES THAT NO CHANGE OR DEVIATION MAY BE MADE FROM THE PLANS APPROVED BY THE ACC WITHOUT FURTHER APPROVAL OF THE ACC, AND THAT TRESPASSING OR THE USE OF ANY LAND OTHER THE PROPERTY IDENTIFIED ON Exhibit "A-1", attached hereto, AS A BUILDING SITE OR FOR INGRESS, EGRESS, STORAGE OF BUILDING MATERIALS, OR MOBILIZATION IS STRICTLY PROHIBITED. BUILDER ACKNOWLEDGES AND AGREES THAT A FINAL INSPECTION CERTIFICATE FROM THE ACC AND A CERTIFICATE OF OCCUPANCY FROM THE CITY OF LAKEWAY IS REQUIRED PRIOR TO OCCUPANCY AND THAT A VIOLATION OF THIS POLICY WILL RESULT IN FORFEITURE OF SUCH CERTIFICATES. OCCUPANCY, AS DEFINED HERE INCLUDES, BUT IS NOT LIMITED

FLINTROCK FALLS DESIGN GUIDELINES

TO, RESIDING IN OR STORING ANY PERSONAL PROPERTY IN THE HOUSE OR GARAGE LOCATED ON THE PROPERTY.

3. Builder Deposit. The Builder Deposit is paid to the Association as security against violation of the Restrictions or any damage caused to the Association's common areas, streets, or other property in the Development. The ACC or the Association may increase the Builder Deposit in the event the ACC or the Association determine that the amount is insufficient to secure compliance with the Restrictions, or to protect the Development from damage caused or occasions by construction of the proposed Improvements. The determination to increase the Builder Deposit may be based on prior violations by the Builder of the Restrictions, any other rules promulgated by the Association or the ACC, the experience or lack of experience of the Builder within the Development, or the nature of the construction methods associated with the proposed improvements.

In the event the ACC or the Association determines that the Builder has violated the Restrictions, or has otherwise caused damage to the Association's common areas, streets, or other property in the Development, the ACC from time to time, and without prejudice to any other remedy, may use the Builder Deposit to discharge any fines or penalties imposed by the Association or the ACC as a result of such violation, or repair any damage caused to the Association's common areas, streets, or other property in the Development. If the balance of the Builder Deposit reaches \$500 or less as a result of such application, the Builder, upon request of the Association, shall immediately deposit the amount necessary to restore the original balance of the Builder Deposit. Upon completion of the proposed Improvements and a final ACC inspection, the Builder Deposit or any balance remaining will be refunded upon request of the Builder. No interest shall be payable upon the deposit.

4. INSURANCE. The Builder will obtain and maintain, at its sole cost and expense, general liability insurance in an amount not less than \$2,000,000.00, with a reputable insurance company licensed to do business in Texas. The Association shall be added as an additional insured on such policy. The Builder will be required to procure workers compensation insurance to the extent required by applicable law. A copy of such policies or duly executed certificates of insurance shall be provided to the Association prior to the Builder commencing any work on the Property.

5. Notices. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by the Association to the Builder or by the Builder to the Association, whether required by this Agreement or in any way related to the transactions contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 5. All Notices shall be in writing and delivered, either by commercial delivery service to the office of the person to whom the Notice is directed (provided that such delivery is confirmed by the commercial delivery service), or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the Notice is directed and Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may additionally be provided by facsimile transmission, and such facsimile notice shall be effective upon the sender's receipt of confirmation of delivery to the facsimile station indicated below.

The proper address for the Association is as follows:

The Flintrock at Hurst Creek Property Owners' Association, Inc.,

EXHIBIT "A"

FLINTROCK FALLS DESIGN GUIDELINES

P.O. Box 342585
Austin, Texas 78734

The proper address for the Builder is as follows:

SEE EXHIBIT A-1

Fax: _____

Any party hereto may change the address for Notices specified above by giving the other party ten days advance written Notice of such change of address.

1. Assignment. The rights of the Builder under this Agreement are not assignable without the prior written consent of the Association, which consent may be granted or withheld at the Association's sole and absolute discretion.

2. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED.

4. No Oral Modification. This Agreement may not be supplemented, modified or amended, except by an agreement in writing signed by both the Association and Builder. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

5. Time of Essence. Time is of the essence of this Agreement.

6. Attorneys' Fees. In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

7. Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of this Agreement.

8. Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal,

FLINTROCK FALLS DESIGN GUIDELINES

invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

9. Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

EXECUTED to be effective as of the date first set forth above.

ASSOCIATION:

Flintrock at Hurst Creek Property Owners' Association, Inc.
a Texas non-profit corporation

By: _____

Print Name

Print Title

BUILDER:

Print Name

Print Title

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT A-1

BUILDER INFORMATION

Builder Name: _____

Builder Address: _____

Builder Office Phone: _____

Builder Cell Phone: _____

Builder Fax: _____

Location of Property: _____

Other homes within Flintrock at Hurst Creek that Builder has constructed:

Builder Website: _____

Builder References: _____

Builder Insurance Agent: _____

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "B"

SUMMARY OF DESIGN REVIEW PROCESS

PHASE I PRELIMINARY SUBMITTAL

- Application and Checklist
- Site plan and topography plan
- Survey of Lot and tree/plant locations
- Floor plan and roof plan
- Exterior elevations
- Exterior material plan and color schemes
- Preliminary approval or re-submittal
- Fees, if applicable

PHASE II FINAL SUBMITTAL

- Application and checklist
- Site Plan and topography plan
- Complete construction documents
- Exterior materials and color samples/specifications
- Grading plan, if applicable
- Exterior lighting and fixture details
- Tagging of trees/plants to be saved, moved, or cut
- Site Fencing
- Local Governing Authority's required changes and approval
- Schedule - construction/utilities
- Final approval and resubmittal
- Fees and Deposits

PHASE III CONSTRUCTION TERM

- Procurement and copies of all permits from local Governing Authority
- Notice to proceed
- Periodic inspections
- Landscape plan, if not submitted with the Final Submittal
- Pool plan, if not submitted with the Final Submittal

PHASE IV FINAL INSPECTION

- Copy of final approval and Certificate of Occupancy by local Governing Authority
- Final inspection by Reviewer
- Final Inspection Certificate or Temporary Inspection Certificate - as noted.
- Completion of Landscape Plan

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "C"
APPLICATION FOR PRELIMINARY SUBMITTAL

Date: _____ Lot No. _____ Phase _____

Check list attached Address _____

Owner _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Signature _____ Date _____

Design professional _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Builder _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

This application will be considered complete only if all the documents and submittals as set forth in the Design Guidelines are included. Two sets of all documents are required.

FOR REVIEWER USE ONLY:

Submittal date: _____ Meeting date: _____

Notice date: _____ Checklist: _____

NOTICE TO OWNER:

Following review of your Preliminary Submittal, the Reviewer:

- Approves your Preliminary Plan
- Approves your Preliminary Plan, with the following conditions:

- Disapproves your Preliminary Plans for the following reasons and requires a revised submittal:

Signed _____ Date _____

Review Fee (if applicable) _____ Date Received _____

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "D" APPLICATION FOR FINAL SUBMITTAL

Date: _____ Lot No. _ Phase _____

Check list attached Address: _____

Owner _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Design professional _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Builder _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

FEES AND DEPOSITS:

	<u>Amount</u>	<u>Payable To</u>	<u>Applicable</u>	<u>Attached</u>
LUE Fee	\$Per Phase	Flintrock, Ltd.	<input type="checkbox"/>	<input type="checkbox"/>
Propane Utilization Fee	\$1,000.00	Propane Funding, LLC*	<input type="checkbox"/>	<input type="checkbox"/>
Propane Non-Utilization Deposit	\$1,500.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Road Use Fee (New Homes)	\$ 500.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit (New Homes)	\$5,000.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Review Fee (New Homes)	\$ 750.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Road Use Fee (Pool)	\$ 250.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit (Pools)	\$2,500.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Review Fee (Pools)	\$ 100.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit (Fence)	\$ 750.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Review Fee (Fence)	\$ 100.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit (Minor Modification)	\$1,000.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Review Fee (Minor Mod)	\$ 100.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>

FLINTROCK FALLS DESIGN GUIDELINES

* If it is determined by the ACC that the propane utilization fee has been previously paid, the propane utilization fee will not be required. If it is determined by the ACC that the LUE fee has been previously paid, the LUE fee will not be required.

All Fees and Deposits must be received in order for this Application to be considered complete.

NOTICE TO OWNER:

This application will be considered complete only if all the documents and submittals as set forth in the Design Guidelines, this Application and the Checklist are included. Two sets of all documents are required. Building Permits must be obtained from the local Governing Authority and copies filed with the Reviewer prior to commencement of construction. A Project Completion Review must be requested at least ten days prior to the Final Inspection.

Signature _____

Date: _____

FLINTROCK FALLS DESIGN GUIDELINES

APPLICATION FOR FINAL SUBMITTAL

FOR REVIEWER USE ONLY:

Submittal date: _____

Meeting date: _____

Notice date: _____

Checklist: _____

NOTICE TO OWNER:

Following review of your Final Submittal, the Reviewer:

Approves your Final Submittal

Approves your Final Submittal, with the following conditions:

Disapproves your Final Submittal for the following reasons and requires a revised submittal:

Signed _____

Date: _____

Note: Building Permits must be obtained from the local Governing Authority and copies filed with the Reviewer prior to commencement of construction. A Project Completion Review must be requested at least ten days prior to the Final Inspection.

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "E"
APPLICATION FOR PROJECT COMPLETION REVIEW

Date: _____ Lot No. _____ Phase _____
Requested by _____ Phone _____
Owner _____ Phone _____
Design Professional _____ Phone _____
Date of final inspection _____
Signature _____

- City of Lakeway Temporary Certificate of Occupancy attached
- City of Lakeway Final Certificate of Occupancy attached

NOTICE TO OWNER:

Following your request for Project Completion Review, the Reviewer finds that your final building and site construction:

- Conforms, subject to the completion and/or correction of the following items:

- Does not conform to the plans and specifications approved in your final submittal. The following corrections/additions are required:

- Meets criteria for Final Inspection Certificate

Signed: _____ Date: _____

Approval and compliance from the local Governing Authority is required before occupancy and the Final Inspection Certificate is issued.

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "E-1"
APPLICATION FOR LANDSCAPING PERMIT

Date Lot No. Phase

Owner

Address

Phone Fax

Signature Date

Design professional

Address

Phone Fax

FEES AND DEPOSITS:

Table with 5 columns: Description, Amount, Payable To, Applicable, Attached. Rows include Review Fee - Landscaping and Deposit - Landscaping.

Landscape Plan Review Checklist Attached

This application will be considered complete only if all the documents and submittals as set forth in the Design

FOR REVIEWER USE ONLY: Submittal date, Meeting date, Site inspection, Notice date, Notice date, Golf Course Approval

Guidelines are included. Two sets of all documents are required.

Builders Signature

Following your Final Submittal, the Reviewer:

- Approves your Final Submittal
Approves your Final Submittal, with the following conditions:
Disapproves your Final Submittal for the following reasons and requires a revised submittal:

Signed: Date:

Note: Landscaping Permits must be obtained from the City of Lakeway prior to commencement of installation.

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "E-2"
APPLICATION FOR POOL PERMIT

Date _____ Lot No. _____ Phase _____

Owner _____

Address _____

Phone _____ Fax _____

Signature _____ Date _____

Design professional _____

Address _____

Phone _____ Fax _____

FEES AND DEPOSITS:

	<u>Amount</u>	<u>Payable To</u>	<u>Applicable</u>	<u>Attached</u>
Review Fee – Pool	\$ 100.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Road Use Fee- Pool	\$ 250.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit - Pool	\$2,500.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>

Pool Plan Review Checklist Attached

This application will be considered complete only if all the documents and submittals as set forth in the Design Guidelines are included. Two sets of all documents are required.

FOR REVIEWER USE ONLY:

Submittal date _____ Golf Course Approval _____
Meeting date _____
Site inspection _____
Notice date _____
Notice date _____

Builders Signature _____

Following your Final Submittal, the Reviewer:

- Approves your Final Submittal
- Approves your Final Submittal, with the following conditions:
- Disapproves your Final Submittal for the following reasons and requires a revised submittal:

Signed: _____ Date: _____

Note: Pool Permits must be obtained from the City of Lakeway prior to commencement of installation.

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "F"
APPLICATION FOR REVIEW OF MODIFICATIONS
TO AN EXISTING APPROVED RESIDENCE

Date Lot No. Phase

Owner

Address

City State Zip

Phone Fax

Signature Date

Design professional

Address

City State Zip

Phone Fax

FEES AND DEPOSITS:

Table with 5 columns: Description, Amount, Payable To, Applicable, Attached. Rows include Review Fee - Minor, Deposit - Minor, Review Fee - Major, and Deposit - Major.

Modification request:

FOR REVIEWER USE ONLY:

Submittal date: Meeting date:

Notice date: Checklist:

Reviewer's remarks:

NOTICE TO OWNER:

Following review of your Application for Review of Modification, the Reviewer:

- Approves your Modification, as submitted.
Approves your Final Submittal, with the following comments and/or conditions:

- Disapproves your Final Submittal for the following reasons and requires a revised submittal:

FLINTROCK FALLS DESIGN GUIDELINES

Signed _____

Date: _____

Note: Building Permits must be obtained from the local Governing Authority and copies filed with the Reviewer prior to commencement of construction. A Project Completion Review must be requested at least ten days prior to the Final Inspection.

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "G" OWNER'S STATEMENT OF INTENT TO COMPLY WITH DESIGN GUIDELINES

TO: ACC, Flintrock at Hurst Creek Property Owners' Association

FROM: _____

This Statement certifies that the undersigned, as the Owner of Lot____, Flintrock at Hurst Creek Phase ____,an Addition to the City of Lakeway, Travis County, Texas, as follows:

I have read, understand and bear ultimate responsibility for compliance with the Design Guidelines of Flintrock at Hurst Creek Property Owners' Association

I understand that no change or deviation may be made from the plans approved by the ACC on Final Submittal without further approval of the ACC, and that trespassing or the use of any land other the Lot identified herein as a building site or for ingress, egress, storage of building materials, or mobilization is strictly prohibited.

I understand that any third-party who will cause Improvements to be constructed on my Lot (a "Builder") must submit an executed builder agreement (the "Builder Agreement") to the Association. The Builder Agreement obligates the Builder to comply with the Declaration, the Design Guidelines, and other applicable restrictions and provides for a monetary deposit. The monetary deposit is required to discharge expenses that may be incurred by the Association if the Builder fails to comply with the Declaration, the Design Guidelines, and any other applicable restrictions and the approval and construction requirements. The ACC has the sole and absolute discretion to establish the monetary deposit which amount may take into consideration, among other things, the experience or lack of experience of the Builder, or the nature of the construction methods associated with the proposed Improvements. Approval of proposed Improvements does not constitute the ACC's endorsement of the Builder the Owner has selected to construct the Improvements. Neither the ACC, the Association, nor any of their Board members, officers, committee members, employees, or agents warrant or otherwise attest to the experience or reputation of a Builder or any subcontractor utilized by a Builder. If a dispute arises between the Owner and a Builder, it is the Owner's sole responsibility to resolve such dispute. In the event of any such dispute, the Owner acknowledges and agrees that all the restrictions within the Declaration and the Design Guidelines will continue in full force and effect and may in no event be waived during the pendency of such dispute unless specifically approved in writing by a majority of the ACC and the Board.

I further understand that a Final Inspection Certificate from the ACC and a Certificate of Occupancy from the City of Lakeway is required prior to occupancy and that a violation of this policy will result in forfeiture of such Certificates. Occupancy as defined here includes, but is not limited to, residing in or storing any personal property in the house or garage.

EXHIBIT "G"

FLINTROCK FALLS DESIGN GUIDELINES

IN WITNESS WHEREOF, the undersigned has executed this Statement on this the ____ day of _____, 20__.

Owner

Owner

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

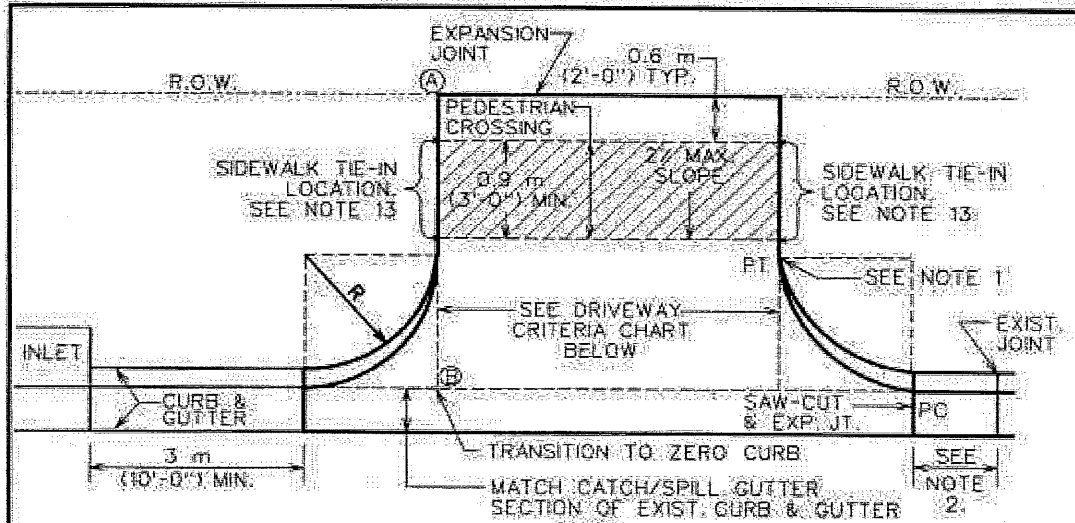
This instrument was acknowledged before me on this the ___ day of _____, 20__, by _____ and _____.

Notary Public, State of Texas

FLINTROCK FALLS DESIGN GUIDELINES

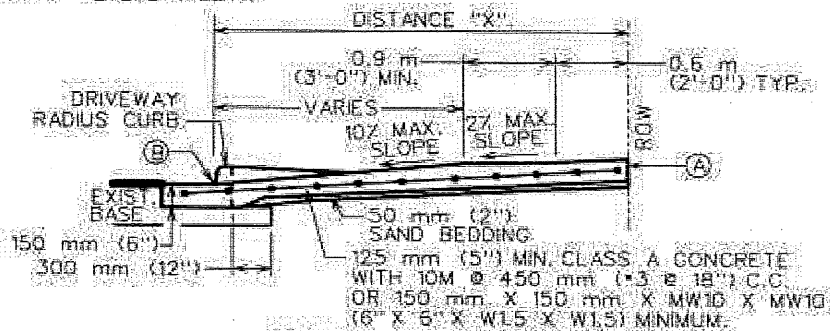
EXHIBIT "H"

APPROVED TYPE 1 DRIVEWAY DETAIL



PLAN

NOTE: ALL DRIVEWAYS SHALL BE SLOPED TOWARDS THE STREET FROM THE R.O.W. LINE. ELEVATION OF POINT (A) ABOVE POINT (B) IS, TYPICALLY A MINIMUM OF 150 mm (6") PLUS 20 mm/m (1/4" RISE/FOOT) OVER DISTANCE "X" IN METERS (FEET).



CROSS SECTION

DRIVEWAY CRITERIA USE	WIDTH METERS (FEET)		
	MIN.	*OPT.	MAX.
SIN. FAMILY	3.66 (12)	5.50 (18)	11.80 (25)
DUPLEX	4.56 (15)	5.50 (18)	11.80 (25)
TOWN HOME	4.56 (15)	5.50 (18)	11.80 (25)

*OPTIMUM

USE	RADIUS DIMENSION METERS (FEET)		
	MIN.	*OPT.	MAX.
SINGLE FAMILY	1.5 (5)	1.5 (5)	3.0 (10)
DUPLEX	1.5 (5)	2.4 (8)	3.0 (10)
TOWN HOME	1.5 (5)	2.4 (8)	3.0 (10)

*OPTIMUM

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TYPE 1 DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
RECORD COPY SIGNED BY LINO RIVERA	11/16/98 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 433S-1 1 OF 2

FLINTROCK FALLS DESIGN GUIDELINES

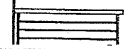
EXHIBIT "I"

METAL FENCE DETAIL DESIGN DRAWINGS



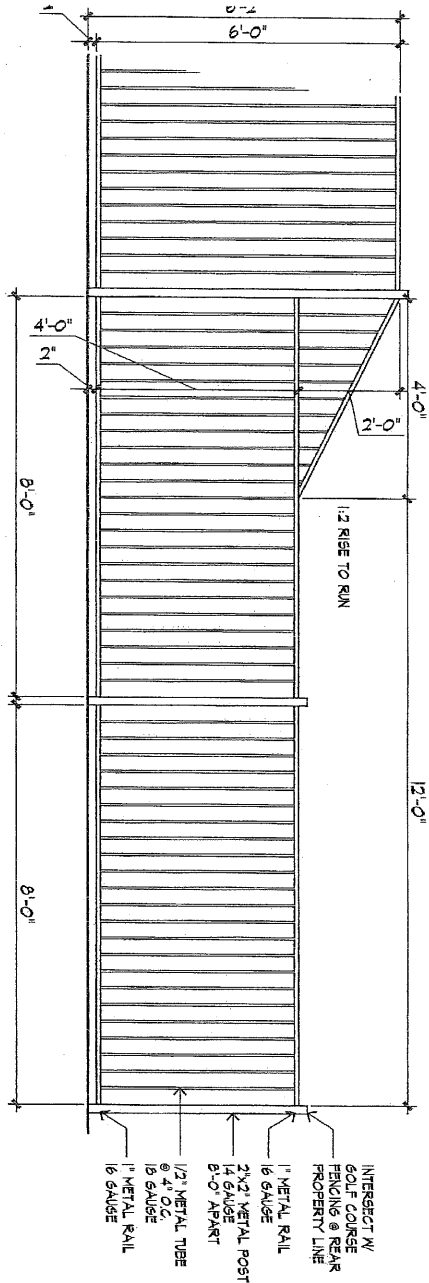
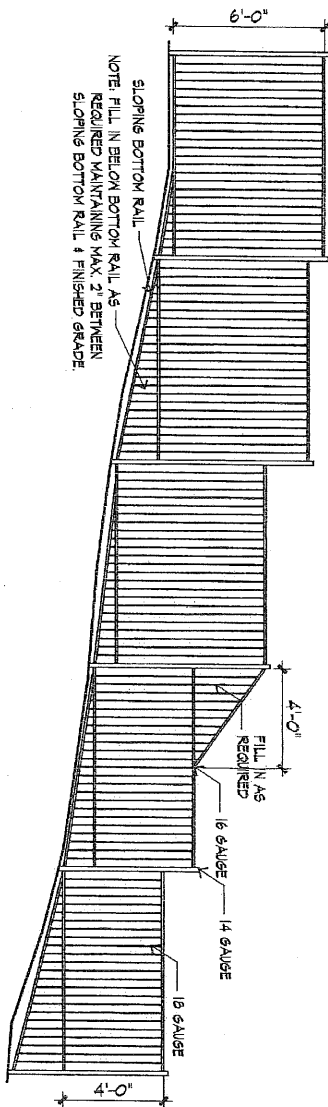
FEN

NOTE 5



FENCE @ SLOPING LAND

SCALE 3/16" = 1'-0"



METAL FENCE DETAIL (EXAMPLE)

SCALE: 3/8" = 1'-0"

FLINTROCK FALLS FENCING SIDE LOT LINES FENCE TRANSITION TO 6'-0" FENCE

NOTE: ALL FENCING TO BE GALVANIZED STEEL, TUBING DOUBLE POWDER COATED WITH 1" TOP & BOTTOM RAILS, 1/2" PICKETS W 2'x2" POSTS.

SIDE LOT LINES FENCE | KANSBITION 10 5'-0" FENCE

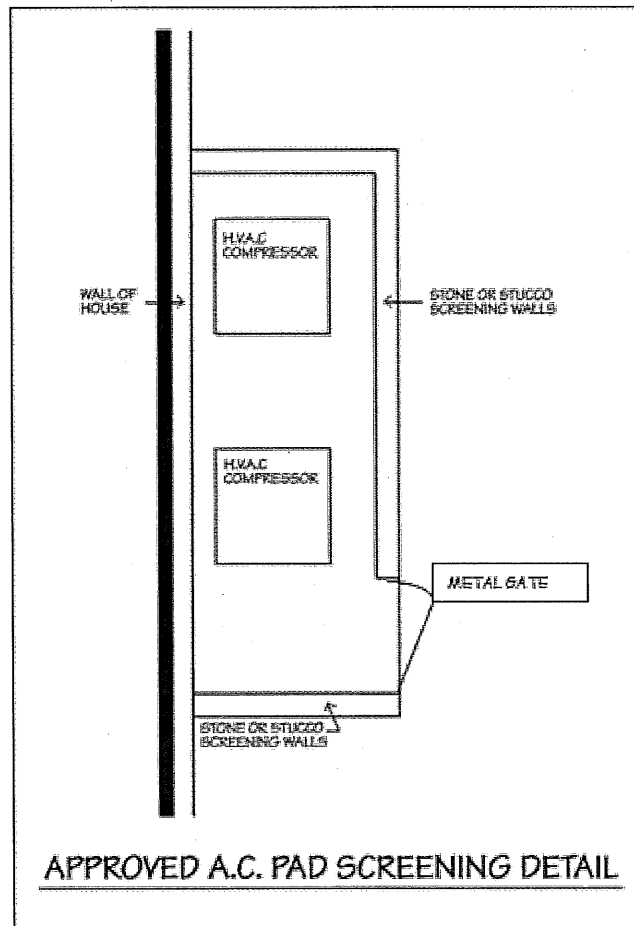
NOTE: ALL FENCING TO BE GALVANIZED STEEL, TUBING DOUBLE POWDER COATED WITH 1" TOP & BOTTOM RAILS, 1/2" PICKETS W 2'x2" POSTS.

MET
FLIN
REA
NOTE A

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "J"

APPROVED AIR CONDITIONING AND POOL EQUIPMENT SCREENING DETAIL



FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "K"

BUILDER APPLICATION



FLINTROCK FALLS
LAKEWAY

FLINTROCK FALLS
Builder Application

The information requested below will assist in evaluating the compatibility of a custom homebuilder for the neighborhood. Thank you.

All responses will be kept confidential.

Company Name: _____ Date: _____

Address: _____

Application Completed by (name): _____

Corporation: ____ Partnership: ____ Sole Proprietorship: ____

Principal(s): _____

Number of years the company has been in business: _____

Number of years the company has conducted business in Austin: _____

Number of full-time staff: _____

We construction homes in the range of _____ to _____/sq. ft.

We construction homes in the range of \$ _____ to \$ _____.

Please complete the following table to indicate the number of house starts by the company that were speculative versus custom for the timeframe shown below:

Year	Number of Speculative Homes	Number of Custom Homes	Total Homes
2009			
2010			
2011			
2012 (YTD)			

FLINTROCK FALLS DESIGN GUIDELINES

We have built/are building in the following greater Austin area neighborhoods:

Neighborhood	14.11 DEVELOPER	Contact Person	Phone #

Do you work in other markets (i.e., outside Austin)? No: Yes (please list):

Market	Neighborhood	Developer	Contact Person	Phone #

Please check all applicable sources of design for the homes the company would construct at Flintrock Falls:

- In-house architect/designer.
- Local area architect/designer.
- In-state architect/designer.
- Custom design provided by homebuyer.
- Stock plans provided by homebuyer.
- Stock plans selected in-house, modified by architect/designer.
- Plans built previously in other communities.

Please describe the primary architectural styles of homes you have been constructing in the last 2-3 years:

Marketing:
 Please attach a current company brochure, information on your website and other appropriate marketing collateral relating to the company. Our web address is:

FLINTROCK FALLS DESIGN GUIDELINES

EXHIBIT "L"

XERISCAPE GUIDELINES

Xeriscaping refers to landscaping and gardening in ways that reduce or eliminate the need for supplemental water from irrigation. It is promoted in regions that do not have easily accessible, plentiful, or reliable supplies of fresh water. Common elements in xeriscaping are the reduction of lawn grass or sodded areas (since lawn grass is often one of the worst offenders against water conservation), and the installation of indigenous plants that are adapted to the local climate and consequently require less water.

Any homeowner interested in replacing a standard sod lawn by xeriscaping with native Groundcovers, plants, or mulch must submit a landscape plan **before removing any sod installing any plant material**. All plans will be reviewed on a case by case basis and must conform to the guidelines.

The Flintrock at Hurst Creek Board of Directors has adopted the following xeriscaping guidelines for the community:

- Large areas may not be composed of a single material, i.e. bare mulch/rock is not allowed unless interspersed with plants.
- Allow variances for xeriscaping as long as 50% of front yard area is turfed and all other guidelines below are met.
- Non-turf planted areas must be bordered to define the xeriscaped area clearly from turfed areas.
- Xeriscaped areas must be kept maintained at all times (plants trimmed and thinned, weeded, and borders edged) to ensure a reasonably attractive appearance.
- No boulders or large rocks exceeding 12" in height may be used on the narrow strips between public sidewalks and the street curb.
- No plants may encroach onto or over public sidewalks
- No plant with thorns, spines, or sharp edges can be used within 6' of the public sidewalks

Residents are encouraged to consider converting the sidewalk strip areas (between sidewalk and curb) from turf grasses to xeriscaped areas as these areas are difficult to water. This area may be composed of a combination of river rock, crushed granite, and include native plantings.

Submittal Requirements:

- Completed Architectural Committee Application
- Completed Architectural Review Process and Procedures
- Review Fee and Applicable Deposit
- Summary of the project
- Plant list with sizes and quantity at installation and maturity
- Location of proposed beds and defining border and material
- Drawing on your site plan or comparable plan which shows easements and setbacks, Location of existing trees, driveway and sidewalk
- Estimated completion date

ATTACHMENT 4

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Master Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Master Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Master Declaration

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Master Declaration (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Master Declaration, the ACC established under the Master Declaration need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community in accordance with the Master Declaration and Bylaws of the Association.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction; and (iii) architectural drawings showing proposed installation (the "**Solar Application**"). A Solar Application may only be submitted by an owner in accordance with the submittal requirements set forth in the Association's Design Guidelines.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all owners of property immediately adjacent to the owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove, or cause the owner to remove, the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the owner's sole cost and expense. If any Solar Energy Device is removed by the Association, the cost of removal of such Solar Energy Device will be assessable against the owner.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the owner's lot, entirely within a fenced area of the owner's lot, or entirely within a fenced patio located on the owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the owner desires to contest the alternate location proposed by the ACC, the owner must submit

information to the ACC which demonstrates that the owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. ENERGY EFFICIENT ROOFING

The ACC will not prohibit an owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Master Declaration. In conjunction with any such approval process, the owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

ATTACHMENT 5

**FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
RAINWATER HARVESTING SYSTEM POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain **Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek** recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Master Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Master Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Master Declaration

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Master Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "**Rainwater Harvesting System**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. **Approval Application.** To obtain ACC approval of a Rainwater Harvesting System, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an owner unless the owner's tenant provides written confirmation at the time of submission that the owner consents to the Rain System Application.

2. **Approval Process.** The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the

owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the owner to shield the Rain System Device from the view of any street, common area, or another owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

ATTACHMENT 6

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Master Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Master Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Master Declaration.

A. ARCHITECTURAL REVIEW APPROVAL

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an owner is permitted to display the flag of the United States of America, the flag of the State of Texas or an official or replica flag of any branch of the United States Military ("**Permitted Flag**") and permitted to install a flagpole affixed to a front porch or back deck ("**Permitted Flagpole**") on a residential lot without approval by the architectural review authority under the Master Declaration (the "ACC").

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an owner UNLESS the owner's tenant provides written confirmation at the time of submission that the owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and

approval of improvements. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed on the Freestanding Flagpole or the Permitted Flagpoles;
- (b) Unless approved by the ACC, any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, regulatory ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property and must comply with any regulatory ordinance requirements for lighting; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

ATTACHMENT 7

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. **General Guidelines.** Religious items may be displayed or affixed to an Owner's or resident's entry door or door frame of the Owner's or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5" x 5" = 25 square inches).

3. **Prohibitions.** No religious item may be displayed or affixed to an Owner's or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner's or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

5. **Removal.** The Association shall remove any item which is in violation of the terms and provisions of this Policy.

4. **Covenants in Conflict with Statutes.** To the extent that any provisions of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

ATTACHMENT 8

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
FINE AND ENFORCEMENT POLICY

1. Background. Flintrock at Hurst Creek community is subject to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended ("**Master Declaration**"). In accordance with the Master Declaration, the Flintrock at Hurst Creek Property Owners' Association, a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Master Declaration. Unless the Master Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Declaration, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Master Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Master Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Words and phrases used in this policy have the same meanings given to them by the Master Declaration.

2. Policy. The Association uses fines to discourage violations of the Master Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Master Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An owner is liable for fines levied by the Association for violations of the Master Restrictions by the owner and the relatives, guests, employees, and agents of the owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Master Restrictions. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Before levying a fine, the Association will give the owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:
- a. New Violation. If the owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation. In the case of a repeat of the same or similar violation of which the owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the preceding violation notice.
 - c. Continuous Violation. If an owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the final violation notice informing the owner of the Board's decision and amount of fine and the owner's failure and/or refusal to cure as requested.
6. Violation Hearing. An owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, the owner must submit a written request to the Association's manager (or the Association's board of directors if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after owner's request for a hearing, the Association will give the owner at least fifteen (15) days' notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. If an owner intends to make an audio recording of the hearing, such owner's request for hearing shall include a statement noticing owner's intent to make an audio recording of the hearing, otherwise,

no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted substantially in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the owner notice of the levied fine. If the fine is levied at the hearing at which the owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the owner periodic written notices of an accruing fine or the application of an owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
8. Collection of Fines. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Master Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:

Fine Amount:

1 st Notice	Warning
2 nd Notice	\$25.00
3 rd Notice	\$50.00
4 th Notice	\$100.00
Each Subsequent Notice:	\$100.00

Repeat Violation:

1 st Notice	\$50.00
2 nd Notice	\$75.00
3 rd Notice	\$100.00
4 th Notice	\$100.00
Each Subsequent Notice:	\$100.00

Continuous Violation:

Final Notice	\$100.00 per day
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EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by _____ from the penalties imposed by the Association for violation of the Master Restrictions.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 9

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
ASSESSMENT COLLECTION POLICY

Flintrock at Hurst Creek is a community (the "**Community**") created by and subject to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713, Official Public Records of Travis County, Texas, and any amendments or supplements thereto ("**Master Declaration**"). The operation of the Community is vested in Flintrock at Hurst Creek Property Owners' Association (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Declaration, the Bylaws and rules of the Association (collectively, the "**Master Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Master Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Master Declaration. Words and phrases used in this policy have the same meanings given to them by the Master Declaration.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed semi-annually and are due and payable January 1st and July 1st, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of that Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Delinquent assessments
- (2) Current assessments
- (3) Attorney fees and costs associated with delinquent assessments
- (4) Other attorney's fees
- (5) Fines
- (6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association , then
- (2) First Notice: Preparation of the Notice of Demand for Payment Letter. If the account is not paid in full within 30 days, then
- (3) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
- (4) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose. If the account is not paid in full within 30 days, then
- (5) Notice of Intent to Foreclose Notice to Lender: Preparation of Notice of Intent to Foreclose Letter to Owner's Lender. If account not paid in full within 30 days, then
- (6) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's lot to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Master Restrictions and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Master Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the

reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

- 6-D. Notices. Unless the Master Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 10

**FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
RECORDS INSPECTION, COPYING AND RETENTION POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Master Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Master Declaration.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the owner.

4. **Records Retention.** The Association shall keep the follow records for at least the time periods stated below:

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Master Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each owner. Account records include debit and credit entries associated with amounts due and payable by the owner to the Association, and written or electronic records related to the owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period for the record ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or

employee of the Association's manager. No such records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 11

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain **Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek** recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."

2. **Recordation of All Governing Documents.** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Governing Documents.** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

ATTACHMENT 12

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Master Declaration which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. **Annual Meetings Mandatory.** As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

2. **Notice of Election or Association Vote.** Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each owner in the Association for purposes of an Association-wide election or vote; or (b) each owner in the Association entitled to vote to elect Board Members.

3. **Election of Board Members.** Except during any development period established in the Master Declaration (see Paragraph 11 below), any Board Member whose term has expired must be elected by owners in the Association. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board Member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. **Eligibility for Board Membership.** Except during any development period established in the Master Declaration (see Paragraph 11 below), the Association may not restrict an owner's right to run for a position on the Board. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. **Right to Vote.** Except during any development period established in the Master Declaration (see Paragraph 11 below), any provision in the Association's governing documents that would disqualify an owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the owner is void.

6. **Voting; Quorum.** The voting rights of an owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by any method of representative or delegated voting provided by the Association's governing documents.

7. **Written Ballots.** Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

8. **Absentee or Electronic Ballots.** An absentee or electronic ballot: (a) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by an owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

a. **Meaning of Electronic Ballot.** Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of owner submitting the ballot can be confirmed; and (c) for which the owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

b. **Solicitation of Votes by Absentee Ballot.** Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

9. **Tabulation of and Access to Ballots.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. **Recount of Votes.** Any owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the

Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The owner requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

a. Vote Tabulator. At the expense of the owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (a) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (b) is either a person agreed on by the Associations and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount to the extent such costs were previously paid by the owner to the Association. The Association shall provide the results of the recount to each owner who requested the recount.

c. Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

11. Development Period. The Master Declaration may provide for a period of declarant control of the association during which a declarant, or persons designated by the declarant, may appoint and remove board members and the officers of the association, other than the board members or officers elected by members of the property association.

ATTACHMENT 13

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek recorded under Document No. 2005167713 , Official Public Records of Travis County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Master Declaration which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. Definition of Board Meetings. As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. Open Board Meetings. All regular and special Board meetings must be open to owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

5. **Notices.** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each property owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's duty to keep an updated e-mail address registered with the Association. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

6. **Meeting without Prior Notice.** A Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners if each director may hear and be heard and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to owners under Paragraph 5 above consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or
- (h) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue.

7. **Development Period.** The provisions of this policy do not apply to Board meetings during the "development period" (as defined in the Master Declaration) unless the

meeting is conducted for the purpose of: (a) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

ATTACHMENT 14

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
RULES REGARDING THE NATURAL VEGETATION AND FENCE EASEMENT AREA

Rules Regarding the Natural Vegetation and Fence Easement Area

The Owner is responsible for protection and maintenance of the Natural Vegetation and Fencing Easement located on

Lots 135, 136, 149, 150, 158 and 159, Phase 3 of Flintrock at Hurst Creek in such a manner that the screening and buffering in the easement area shall be maintained or enhanced. The intent of the fifteen (15) foot natural vegetation and fencing easement is to provide a sustainable, living screen and buffer between adjacent properties.

Maintenance of Landscaping:

Plants and grass must (i) present a healthy appearance, (ii) be maintained in a neat, orderly and consistent manner and be free of refuse, debris and disease (iii) be maintained in such a manner as to preserve and enhance screening and buffering from the adjoining lots in phase three of The Village of the Hills of Lakeway provided by the existing natural vegetation.

Additional Landscaping:

Adding landscape plants and irrigation is permitted only if the additions:

- (i) have the prior approval of the Flintrock at Hurst Creek Property Owners Association (the "POA") in accordance with the Amended and Restated Covenants Conditions and Restrictions, the Design Guidelines and these Rules;
- (ii) increase or enhance the screening or buffering of adjacent properties in a manner compatible with existing vegetation;
- (iii) do not diminish the screening and buffering of the adjacent properties;
- (iv) do not jeopardize the health and long term viability of the natural vegetation in the easement area.

Removal of Landscaping:

Removal of plants and trees that provide screening or buffering from the easement area is not permitted unless:

- (i) the removal of the plants or trees has prior approval of the POA;
- (ii) the plant or tree is diseased (then the diseased portion can be removed);
- (iii) the plant is harmful to humans (for example poison ivy or poison oak).

Buildings or Structures:

No buildings or other structures, other than fences are permitted in the easement area. Fences must be approved by the POA.

Alterations:

There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly, offensive or harmful material on or in the easement area, and no changing of its topography through the placing of soil, removal of soil or placing or removal of other substance or material that will cause the death or disease of vegetation in the easement area that provides screening or buffering.

ATTACHMENT 15

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
RULES REGARDING CONTROL DEVICES

RULES REGARDING CONTROL DEVICES

The following rules apply to all persons governed by the Flintrock at Hurst Creek Property Owners Association, and shall govern the proper usage and administration of control devices issued by the Flintrock at Hurst Creek Property Owners Association, as more fully described below.

1. **Issuance of Control Devices.** The Flintrock at Hurst Creek Property Owners Association (the "Association") shall have the right, at its discretion, to decide whether or not to issue identification and access tags, cards, or other control devices, including, but not limited to Radio Frequency Identification ("RFID") tags, to residents and/or automobiles or other forms of transportation operated by residents. The items described in the preceding sentence are referred to herein as "Control Devices". To the extent such items are utilized, all persons desiring to operate automobiles or other forms of transportation in the subdivision governed by the Association shall comply with these rules. The Association may impose reasonable charges for replacement of cards, tags, or other means of identification pertaining to Control Devices, which are lost or damaged.

2. **Tenant/Guest Control Devices.** The Association reserves the right to utilize any reasonable system, in its discretion, by which Control Devices may be adapted so as to handle tenants and guests of residents.

3. **Nontransferability.** The Control Devices described herein are not transferable to another person or vehicle and must remain with the person and/or vehicle to which they are assigned by the Association. When a vehicle is sold and a Control Device is attached to the vehicle the Property Owner must timely notify the Association so that the Control Device can be de-activated.

4. **Access to Information.** The Control Devices described in these rules, including but not limited to RFID tags, vehicle access cards, vehicle identification cards, parking identification cards, and all other items of a similar nature, shall be used by the Association for the purpose of monitoring and protecting the security of the residents, and the information obtained from the use of such Control Devices shall only be used by the Association for purposes of monitoring and protecting the security of the residents, taking into account the desire to protect the privacy and confidentiality of the residents, to the extent possible. The information obtained by way of the Control Devices described herein shall only be utilized by the Association in the execution of its duties pursuant to the Covenants, Conditions and Restrictions as amended and restated, rules and regulations adopted by the Board from time to time and to comply with the following:

- A. to comply with contractual requirements.
- B. to comply with court orders, subpoenas, or other legal requirements
- C. to accommodate requests for information received from law enforcement authorities with regard to criminal violations.

No resident or other individual shall be entitled to have access to the information obtained via the Control Devices described in these rules, absent the affirmative action of the Board of the Association.

5. **Limitation of Liability.** The Association shall not be liable to any resident or any third party for any loss or damage whatsoever arising out of or pertaining to Control Devices, as defined herein, including but not limited to disclosures of information, unless such loss or damage is caused by the gross negligence or willful misconduct of the Association.

6. **Reservation of Rights.** The Association reserves the right to rescind these rules, make reasonable changes to them, or make other reasonable rules and regulations for the health, safety, and welfare of the residents and for the preservation of good order.

ATTACHMENT 16

FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION
RULES REGARDING WORKING FUND FEE AND RESERVE FUND FEE

RESOLUTION OF THE BOARD OF FLINTROCK FALLS PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, under the Declaration of Covenants, Conditions, and Restrictions for Flintrock Falls Property Owners' Association, recorded in Document number 2005167713 of the Official Public Records of Travis County, Texas. Flintrock Falls Property Owners' Association, Inc., a Texas non-profit corporation ("the Association") is charged with adopting rules and regulations for the benefit of the homeowners within Flintrock Falls; and

WHEREAS, the Board believes that it in the best interest of the Association and the Owners to establish a working fund fee and reserve fund fee to be collected upon the transfer of each unit or lot closing, including the transfers from one Owner to a subsequent owner, and transfers from the Declarant to builder, a working capital fee in the amount of two hundred dollars (\$200) and a reserve fund fee of two hundred dollars (\$200) will be paid by the transferee of the Unit to the Association for the Association's working capital fund and reserve fund.

NOW THEREFORE, the Board resolves as follows:

A working fund fee and reserve fund fee shall be collected upon the transfer of each unit or lot closing, including the transfers from one Owner to a subsequent owner, and transfers from the Declarant to builder, a working capital fee in the amount of two hundred dollars (\$200) will be paid by the transferee of the Unit to the Association for the Association's working capital fund. A reserve fund fee in the amount of two hundred dollars (\$200) will be paid by the transferee of the Unit to the Association for the Association's reserve fund.

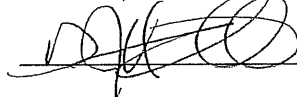
Upon termination of the Development period (and only at such time), the Board will be permitted to modify any working capital fund fee or reserve fund fee payable on the transfer of a Unit. Except as set forth above, each working capital fee and reserve fund fee will be collected upon the conveyance of the Unit from one Owner to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital contribution: (i) foreclosure of a deed or trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. Contributions to the funds are not advance payments of Regular assessments and are not refundable.

These resolutions were unanimously adopted by the undersigned members of the Board of Directors of the Association on June 9, 2008.



Duke McDowell, President

Bill Resch, Board Member



Jerry Winnett, Board Member

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 10, 2012 11:00 AM

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BENAVIDESV: \$628.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS