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AMENDED AND RESTATED
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 Amended and Restated 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 22 day of March, 2017.

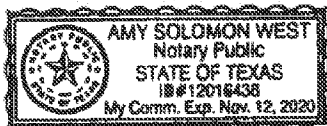
Thomas J. Rich
Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me of this 21 day of March, 2017, by Thomas J. Rich, the Secretary of the Flintrock at Hurst Creek Property Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

Amy Solomon West
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").

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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 Aerial View of Lots with Rear Fencecrete Walls and Picture of Fencecrete Wall Damage

These Amended and Restated Flintrock Falls Single Family Guidelines (these “**Design Guidelines**”) are applicable to all property subject to the terms and provisions of the Declaration and zoned for single family residential use (collectively, the “**Single Family Property**”).

1.0 AUTHORITY

In accordance with *Section 3.08* of the Declaration, all Improvements constructed or placed on the Single Family Property, and any alteration to an existing Improvement constructed thereon, must be approved in advance and in writing by the Architectural 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.

Pursuant to *Section 10.03* of the Declaration, the ACC and the Board of Directors of the Association previously adopted and approved those certain Flintrock Falls Single Family Design Guidelines (the “**Original Design Guidelines**”) which were recorded as part of and attached as Attachment 3 to that certain Flintrock at Hurst Creek Community Manual recorded as Document No. 2012055102, Official Public Records of Travis County, Texas.

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

These Design Guidelines are adopted by the ACC and have been approved by the Board of Directors of the Association in accordance with *Section 13.4* of the Original Design Guidelines and *Section 10.03* of the Declaration. The Original Design Guidelines are hereby amended and restated in their entirety as set forth herein.

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

1.1 PURPOSE OF DESIGN GUIDELINES

The general purpose of these Design 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.

1.2 APPROVAL/DISAPPROVAL

Non-compliance with these Design 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" (the "**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 have the sole and absolute discretion to approve a Builder and to establish the monetary deposits which amounts 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, 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 these 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 (4) 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 these 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 these 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 these Design Guidelines. Each Owner is responsible for complying with these 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. These 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 these 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 these Design Guidelines are intended to provide a framework for construction and modifications, these Design Guidelines are not all inclusive. In its review process, the ACC may consider the quality of workmanship and design, location in relation to surrounding structures, topography, and finish grade elevation, among other things. The ACC's 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 these 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) 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 (4) phases:

- A. Preliminary Submittal
- B. Final Submittal
- C. Construction Term
- D. Final Inspection

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

A. 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 a copy of which is attached hereto 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:

1. 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 ACC may approve from time to time, showing the following:
 - i. location and area of the Building Site;
 - ii. location and area of the Residence or proposed Residence;
 - iii. location of all proposed Improvements;
 - iv. 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;
 - v. 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 sixteen (16) inches or more at a height of four-feet six-inches (4' 6") 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;
 - vi. location of the construction entrance for the Lot;
 - vii. calculation confirming that the impervious cover on the Lot does not exceed sixty percent (60.00%) of the area of the Lot;
 - viii. proposed drainage for the Lot including any swales or berms and related notes; and
 - ix. such other items as the ACC may require from time to time.

2. 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 two-foot (2') intervals, major terrain features such as rock outcrops, washes and existing trees.
3. 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.
4. 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.
5. 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.

B. FINAL SUBMITTAL

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

1. The Application for Final Submittal a copy of which is attached hereto as Exhibit "D".
2. 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.
3. 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.

4. 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 two-foot (2') contours.
5. 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.
6. 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.
7. 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 whenever possible roof vents should not be visible from the front of the house).
8. 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 ACC may approve from time to time, showing the following:
 - i. location and area of the Building Site;
 - ii. location and area of the Residence or proposed Residence;
 - iii. location of all other proposed Improvements;
 - iv. 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;
 - v. 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 sixteen inches (16") or more at a height of four feet six inches (4' 6") 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;

- vi. location of the portable toilet;
 - vii. location, height and materials of all retaining walls;
 - viii. location and direction of the anticipated overall drainage of the Lot once the Improvements are in place;
 - ix. location of existing trees;
 - x. location of the construction entrance for the Lot; and
 - xi. such other items or notes as the ACC may require from time to time.
- 9. Exterior lighting plan and lighting fixture details.
 - 10. Tagging of all protected trees/plants that are to be saved, moved or cut.
 - 11. Notification of any changes required by the local Governing Authority.
 - 12. A time schedule indicating dates for commencement and completion of construction, utility hook-up, completion of landscaping work, and anticipated occupancy date.
 - 13. 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.
 - 14. The Owner shall execute and deliver a notarized **Owner's Statement of Intent to Comply with the Design Guidelines** a copy of which is attached hereto 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.
 - 15. 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.

C. CONSTRUCTION TERM

The ACC or its designated Reviewer will inspect all work in progress and will give notice of non-compliance, 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 (12) months from the start of construction (framing of slab), *unless an extension is granted in advance of the expiration of the twelve (12) 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 (12) 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 (13) 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 (14) 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 (6) months from the start of construction. At the expiration of six (6) 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.

D. LANDSCAPE PLAN

If a landscape plan was not submitted as part of the Final Submittal, then during the initial four (4) months of the construction term, a complete landscape plan shall be submitted to the ACC for approval. The landscape plan shall include the following:

1. 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:
 - i. all areas to be irrigated;
 - ii. all areas to be sodded;
 - iii. locations, size and species of all trees and other plants to be added;
 - iv. location and edging of all landscape beds;
 - v. location, height and materials of all retaining walls;
 - vi. location and size of all swales or berms;
 - vii. location and direction of the anticipated overall drainage of the Lot once the Improvements are in place;

- viii. 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;
 - ix. all areas where landscaping is used as screening;
 - x. a legend using clear symbols and nomenclature;
 - xi. plans for areas requiring detailed landscape design (such as a courtyard); and
 - xii. such other items or notes as the ACC may require from time to time.
2. The Owner shall execute and deliver a notarized **Owner's Statement of Intent to Comply with the Design Guidelines** a copy of which is attached hereto 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.
 3. 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.
 4. Landscaping must be installed within the earlier of ninety (90) days of substantial completion of the Residence or sixty (60) days of issuance of the Temporary Inspection Certificate. No Residence will be issued a Final Inspection Certificate without compliance with the landscaping guidelines in *Section 6.0* of these Design Guidelines.
 5. Submittal of a **Landscape Plan Review Application** a copy of which is attached hereto as **Exhibit "E-1"**.

E. 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:

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

- iv. location of the Lot lines, building setbacks, easements and distance from each of these to the pool;
 - v. location of the proposed pool equipment, pumps, heaters, related piping, gas/propane line and electric lines;
 - vi. 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;
 - vii. the anticipated overall drainage of the pool site;
 - viii. modification to the landscaping required due to the installation of the pool, including required screening;
 - ix. location and specifications of any pool deck equipment, including grills, refrigerators, sinks, etc.;
 - x. location of the construction entrance for the pool construction;
 - xi. a legend using clear symbols and nomenclature;
 - xii. such other items or notes as the ACC may require from time to time.
2. The Owner shall execute and deliver a notarized **Owner's Statement of Intent to Comply with the Design Guidelines** a copy of which is attached hereto 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.
 3. 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.
 4. The pool must be installed within ninety (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.
 5. Submittal of a **Pool Plan Review Application** a copy of which is attached hereto as **Exhibit "E-2"**.

F. 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 and/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".

Within twenty-one (21) 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 these 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 Two Hundred and No/100 Dollars (\$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 and/or Builder in writing of its approval or disapproval of the Application for Project Completion Review within ten (10) days of the inspection.

If the completed Improvement conforms to these 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) 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 (the "City") 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 these 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 and/or Builder shall be required to remedy the conditions of non-compliance within thirty (30) 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 and attached hereto as Exhibit "E". If the non-compliance noted has not been corrected, the ACC will notify the Owner within ten (10) 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) days from announcement of the Board ruling. If upon the expiration of forty-five (45) 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 these Design Guidelines, the approved Plans and Specifications, the Declaration and/or Association Rules & Regulations. If upon the expiration of forty-five (45) days from the 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.

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.

Notwithstanding anything to the contrary herein, if an Owner does not schedule an inspection of the Improvements within twelve (12) months from the date of the Owner's Application, the Owner may be subject to forfeiture of the deposit. Should the Owner require a second inspection of the completed Improvement, the Owner shall have six (6) months to schedule a second inspection with the ACC or the Owner may be subject to forfeiture of the deposit.

3.5 REVIEW PERIOD.

Each application for review and plan submittal shall be approved or disapproved within thirty (30) 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:

"Approved" - The entire application as submitted is approved.

"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.

"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) days of receipt of a completed application, approval shall be deemed denied, subject to the Declarant's right to veto, and Owner shall have the right to reopen or resubmit the application. No approval, whether expressly granted or deemed granted shall be inconsistent with these 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 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 these 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 non-compliance specifying in reasonable detail the particulars of non-compliance and shall require the Owner and/or Builder to remedy the same. If the Owner and/or Builder fails to remedy such non-compliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such non-compliance shall be deemed to be in violation of the Declaration and these Design Guidelines.

A. TIME TO COMMENCE

If construction does not commence on a project for which Plans and Specifications have been approved within one hundred eighty (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.

B. 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 3.4 C. 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 one hundred eighty (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 these 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 these Design Guidelines, and/or any expenses incurred by the Association to complete or remove the Improvements. See Section 3.4 C. 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" attached

hereto) 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 3* of these 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.

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) 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) days after the ACC issues a decision, the ACC's decision is final. The Association Board of Directors shall have fifteen (15) 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 and/or 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 two (2) times without charge. For each inspection required thereafter the Owner or Builder shall pay a fee established by the ACC. The Owner or Builder shall not occupy a home or use any Improvement prior to final acceptance by the ACC. In the event the Owner or Builder should violate this provision of these Design Guidelines, the Owner or Builder, as applicable, will be subject to a fine of up to One Hundred and No/100 Dollars (\$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 or Builder should violate this provision of these Design Guidelines, the Owner or Builder, as applicable, will be subject to a fine of up to One Hundred and No/100 Dollars (\$100.00) per day for time the violation continues.**

Deposits for Residences will be returned to the Owner or Builder as follows: (i) one-half (½) upon project completion approval by the ACC and (ii) one-half (½) upon occupancy of the Residence.

Deposits for the all other Improvements will be returned to the Owner or 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:

A. INTERIOR LOTS

1. Front setback – the greater of the setback shown on the recorded plat or twenty-five feet (25').
2. Side setback - as shown on the recorded plat, but a minimum of five feet (5').
3. Rear setback - a minimum of ten feet (10').

B. CORNER LOTS

1. Front setback - the greater of the setback shown on the recorded plat or twenty-five feet (25').
2. Side setback - as shown on the recorded plat, but a minimum of five feet (5') from any interior Lot and twenty-five feet (25') from any street.
3. Rear setback - a minimum of ten feet (10').

C. GOLF COURSE LOTS

1. Front setback - a minimum of twenty-five feet (25').
2. Side setback - as shown on the recorded plat, but a minimum of five feet (5') from any interior Lot and twenty-five feet (25') on corner Lots along the secondary street side.
3. Rear setback - as shown on the recorded plat, but a minimum of twenty-five feet (25').

D. 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 two-foot (2') contours. Owners or Builders must comply with applicable City'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 manner 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's 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 and/or 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 downstream 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 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.

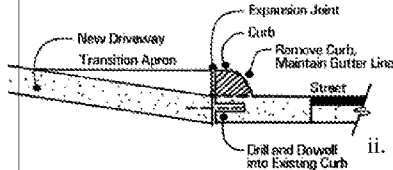
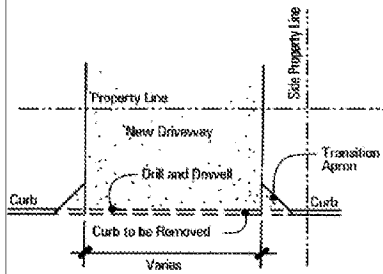
Ultimate responsibility for design of drainage features and compliance with the applicable drainage provisions of the City's development ordinance rests with the Owner, his architect, engineer and/or Builder.

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 five feet (5') in height. No driveway entrance feature or other front yard fence may be constructed within the front twenty-five feet (25') of the Lot (the front building setback).
- C. Driveways shall be a maximum of sixteen feet (16') wide at the property line, and a maximum of fourteen feet (14') 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.
- E. Driveways must be located at least two feet (2') 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. Driveways with pavers require a minimum four inch (4") concrete base below pavers extending ten feet (10') from curb and gutter to the property line.
- H. Broom finished concrete and natural driveways of loose granite or other materials are not permitted.
- 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 Building Code and the Driveway and Motor Court Construction Standards set out below.
- L. **DRIVEWAY, MOTOR COURT AND CIRCULAR DRIVES CONSTRUCTION STANDARDS**

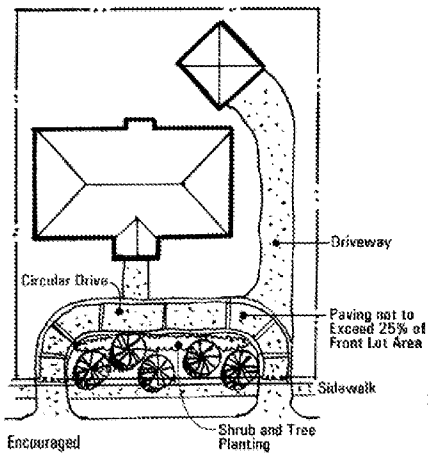
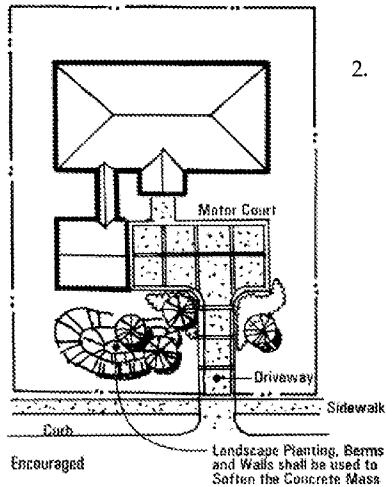
1. DRIVEWAYS

i. 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 (12') wide but no greater than fourteen feet (14') wide when on the Lot and sixteen feet (16') wide at the curb;
- Driveways must be at least two feet (2') 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 four inches (4");
- Avoid breaking the water barrier of the roadway;
- Concrete placed between expansion joints must be completed in one (1) 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.

ii. 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.



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.

2. MOTOR COURTS.

- i. GENERAL. Motor courts are encouraged.
- ii. 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 twelve feet (12') wide but not more than fourteen feet (14') wide when on the Lot and sixteen feet (16') wide at the curb;
 - Driveways and motor courts must be located at least two feet (2') 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 four inches (4");
 - 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 standards.

- iii. 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.

3. CIRCULAR DRIVES

- i. GENERAL. Under no circumstance may an entire front yard be paved as a driveway (refer to the landscape section of these Design Guidelines for minimum landscape requirements).
- ii. 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 twelve feet (12') but not more than fourteen feet (14') wide when on the Lot and a maximum of sixteen feet (16') wide at the curb;
 - Driveways must be located least two feet (2') 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 four inches (4");
 - 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.
- iii. 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 ten percent (10%) (see Exhibit "H" attached hereto) and driveway grade outside of street ROW will not exceed fifteen percent (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. All sidewalks must be completed on a Lot on or before the date of a completed residence on a Lot. In no event, shall a sidewalk be constructed later than three (3) years from the date of conveyance of a Lot to an Owner.

If the Owner fails or is unable to construct a sidewalk on a Lot in accordance with this *Section 4.5*, the Association shall have the right, but not the obligation, to construct a sidewalk and assess the costs associated with such construction to the Owner who receives benefit from such sidewalk pursuant to *Section 9.10* of the Declaration.

The Association shall also have the right, but not the obligation, to construct a sidewalk on a Lot prior to or any time after the conveyance of a Lot to an Owner and to assess the costs associated with such construction to the Owner or future Owner who receives benefit from such sidewalk pursuant to *Section 9.10* of the Declaration.

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" attached hereto); or (iii) any variance granted by the City to the fence requirements for Flintrock at Hurst Creek.
- B. Fences shall not exceed the current height limit of six feet (6') without the prior written approval of the ACC. Owners are encouraged to verify current height limits with the City and the ACC.
- C. No fence structure shall be located in the front or side street setbacks.
- 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 and rear fence landscape requirements for certain locations:
1. Lots backing up to Flintrock Road, Serene Hills Drive, Honors Drive, Indianwood Drive and Black Wolf Run (See Exhibit "L" attached hereto) - Fencing on the rear property line shall be six feet (6') in height, uniform in appearance, and approved by the ACC. The fencing shall include two feet (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 one hundred feet (100'). The rear exterior surface of such stone column will be set inside the rear Lot line of each Lot backing up to Flintrock Road, Serene Hills Drive, Honors Drive, Indianwood Drive and Black Wolf Run ("Fencecrete Walls").
 2. Due to potential for damage to Fencecrete Walls as reflected in the photograph contained within Exhibit "L" attached hereto, large trees and shrubs should be planted no closer to the foundation of a Fencecrete Wall than two (2) times the diameter of the root ball of a mature plant. Avoid planting shrubs along the foundation of the Fencecrete Wall in straight lines at a constant distance from the foundation.
 3. Rear fence requirement for Lots backing up to Pawnee Pass – Fencing on the rear property line of Lots along Pawnee Pass shall be six feet (6') 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 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 six (6) years after the first building permit is issued and for Phases 3-6 the fences on the property boundary with the Golf Course must be installed within three (3) years after the first 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 of four feet (4').

4. All side fences connecting to the Golf Course fence must be uniform and matching the Golf Course fence for at least twenty-five feet (25') from the property line.
 5. No other structures besides a fence will be allowed in the twenty-five foot (25') Golf Course building setback.
 6. The final fence design will be subject to the approval of the City of Lakeway Building Commission.
- 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 (1) 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 four feet (4') in height must be designed and sealed by a structural engineer licensed in the State of Texas.
 4. Owner or 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 or Builder shall be responsible for coordination with and tying into any existing fencing.
 6. Walls are not permitted on the Golf Course or within five feet (5') of the Golf Course.

4.7 SPORT/RECREATIONAL SURFACES

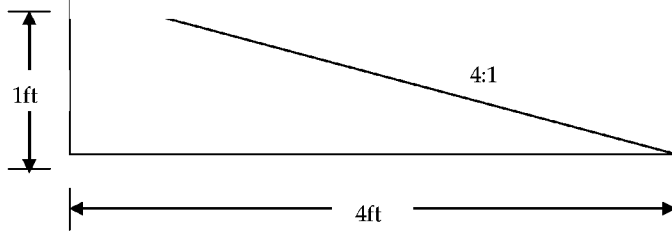
Due to the size of the Building Sites, it is anticipated that the majority of the Lots will not accommodate a sports/recreational court. However, any requests to construct such surfaces will be handled on a case-by-case basis, and shall meet the following criteria:

- A. Any grading required to create a level playing surface must achieve a balance of cut and fill.
- B. 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.
- C. 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.
- D. The playing surface must be located within the Building Site and out of any building setbacks.

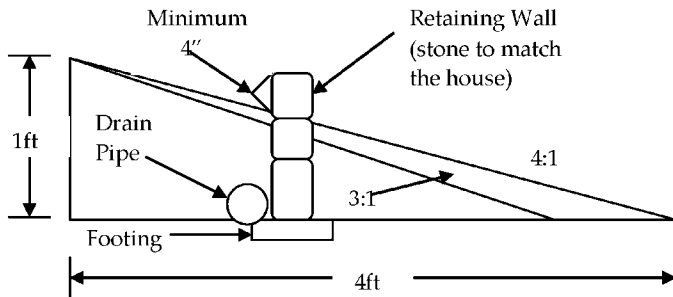
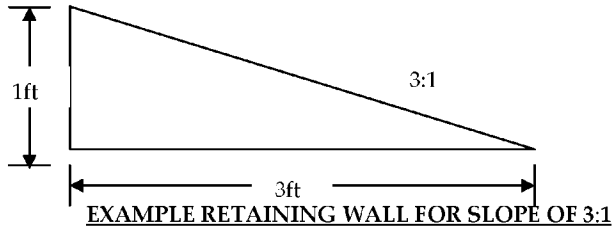
4.8 RETAINING WALLS

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 six feet (6') in height. Retaining walls as an extension of the Residence shall not exceed ten feet (10') 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 thirty inches (30") 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 four feet (4') 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 five feet (5') of the Golf Course unless otherwise approved by the ACC. Retaining walls must extend four inches (4") 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 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 (2) contiguous Lots and wants to combine the two (2) Lots into a single Lot, the Owner may do so only with the prior consent of the City 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 apply 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 thirty-six feet (36') 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 (3') 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 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 three-story homes shall be permitted on Golf Course Lots. Three-story homes on all other Lots shall require specific approval of the ACC.

Second-story area is not to exceed eighty percent (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:

Phase 1 – 2,600 square feet

Phase 2 – 2,600 square feet

Phase 3 – 1,800 square feet

Phase 4 – 2,800 square feet

Phase 5 – 2,800 square feet

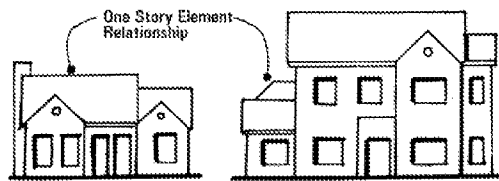
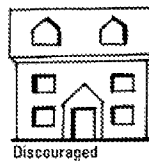
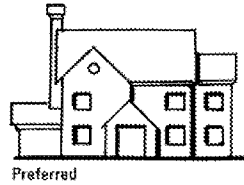
Phase 6 – 2,800 square feet

Phase 7 – 2,800 square feet

all exclusive of garages, basements, patios, breezeways, and other unheated areas. The square footage calculation shall comply with the City'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.



5.5 WINDOWS

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

Aluminum finish on metal windows is not permitted.

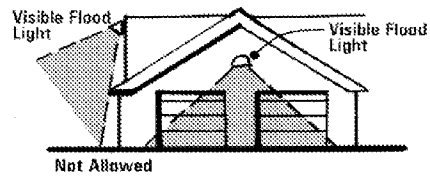
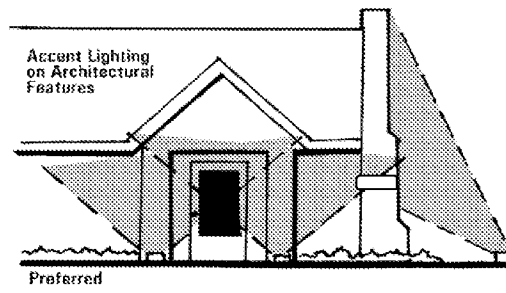
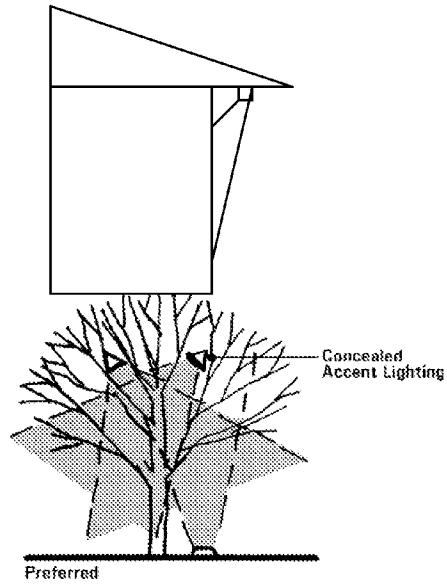
5.6 EXTERIOR LIGHTING

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. Overhead lighting of any type is prohibited. No floodlights 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, 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 light 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



A yard light as required by the City shall consist of one (1) 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 fifty feet (50') before a change in direction or an elevation occurs.

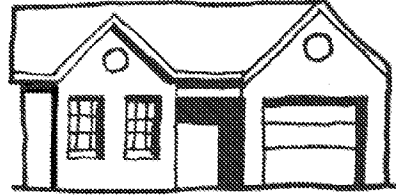
Minimum slope on all roofs shall be a 4:12 pitch. The maximum roof slope on all roofs is 10:12. A combination of roof pitches may be used if they are integrated into the design of the house.

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

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. DEFINITIONS AND GENERAL PROVISIONS

- i. 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.
- ii. Energy Efficiency Roofing Defined. As used in this Section 5.7 D., “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.
- iii. Architectural Review Approval Required. Approval by ACC is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (a) errors in or omissions in the application submitted to the ACC for approval; (b) supervising installation or construction to confirm compliance with an approved application; or (c) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

2. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

- i. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (a) the proposed installation location of the Solar Energy Device; and (b) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the “**Solar Application**”). A Solar 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 Solar Application.

- ii. 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 5.7 D. 2. iii.*, 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, a Solar 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 *Section 5.7 D. 2. iii.* 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, and the Board need not adhere to this *Section 5.7 D.* 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: (a) strictly comply with the Solar Application; (b) commence within thirty (30) days of approval; and (c) 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: (a) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (b) 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 *Section 5.7 D.* 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.

iii. 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:

- a. 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 ten percent (10%) 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 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.
- b. If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (i) the Solar Energy Device may not extend higher than or beyond the roofline; (ii) 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; (iii) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3. ENERGY EFFICIENT ROOFING

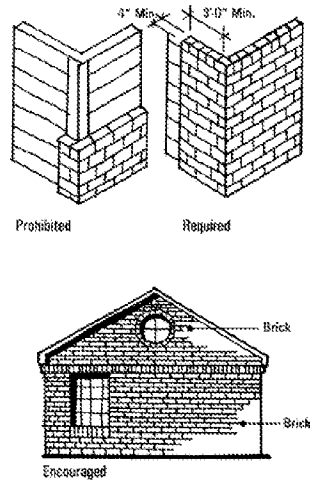
The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used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

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 is prohibited. Material changes are most successful when made as part of a larger offset; for example, a masonry pier, interior corner or recessed window. Exposed portions of the foundation on each elevation must be concealed by extending the exterior stone and/or stucco finish to match or compliment the color of the exterior surface material within twenty-four inches of the finished grade.



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 twenty-five square feet (25 sq. ft.) in any one application, not to exceed forty square feet (40 sq. ft.) 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 (2) 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 twenty-six (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.

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 twenty-four inches (24") 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.

5.13 FLAG DISPLAY AND FLAGPOLE INSTALLATION

A. ARCHITECTURAL REVIEW APPROVAL

1. APPROVAL NOT REQUIRED

In accordance with the general guidelines set forth in this *Section 5.13*, 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, or one (1) flag with official insignia of a college or university or sports team ("**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 ACC.

In accordance with the general guidelines set forth in this *Section 5.13*, 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, or one (1) flag with official insignia of a college or university or sports team ("**Permitted Flag**") and is permitted to install a flagpole affixed to a front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). A Permitted Flag or Permitted Flagpole need not be approved in advance by 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: (i) the location of the flagpole to be installed on the property; (ii) the type of flagpole to be installed; (iv) the dimensions of the flagpole; and (v) 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 *Section 5.13* 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 *Section 5.13* 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:

- i. 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;
- ii. 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;
- iii. Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- iv. 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;

- v. 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;
- vi. 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;
- vii. 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;
- viii. 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
- ix. Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

5.14 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.

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 twenty-five foot (25') 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 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.

5.15 RECREATIONAL EQUIPMENT

ACC approval is required for the installation of all playscapes, swing sets, permanent basketball goals and other recreational equipment (collectively "**Recreational Equipment**"). Any Recreational 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 must approve construction of playscapes. A playscape when initially approved by the ACC will be permitted for no more than five (5) years; after five (5) years the playscape must be removed by the Owner or re-approved by the ACC. A playscape when re-approved by the ACC will be permitted for no more than an additional five (5) years, after the additional five (5) years the playscape must be removed by the Owner. In order to obtain approval or re-approval for the 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.

Installation of permanent basketball backboards/goals with appropriate screen is permitted with ACC approval.

A Review Fee and a deposit are required prior to approval of the plans for Recreational Equipment by the ACC. Submittals to the ACC for approval of 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 Recreational Equipment;
 - 2. height and materials of the Recreational Equipment;
 - 3. location and type of all screening materials;
 - 4. distance of the Recreational Equipment from all Lot lines and all building setback lines;
 - 5. all exterior walks, drives, patios, Recreational Equipment, retaining walls, pathways and other decorative features including exterior lighting; and
 - 6. a legend using clear symbols and nomenclature.
- B. Color drawing of the Recreational Equipment.
- C. Specifications, including the materials and color, of the Recreational Equipment.

Installation of temporary basketball backboards/goals is not permitted.

Portable playscapes, including but not limited to, non-permanent and/or inflatable slides, portable soccer nets, moon bounces, water parks and above ground inflatable pools or kiddie pools (collectively "Portable Playscapes") are not permitted.

Installation of tree houses is not permitted.

Trampolines, whether portable or non-portable must be placed no closer than fifteen feet (15') to any property line.

Playscapes, playground equipment and trampolines are prohibited in the front yard.

5.16 ADDRESS IDENTIFICATION

Each Lot shall have installed upon completion of the Residence an address identification standard with the Lot's address affixed to it. The design for the address identification 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.

5.17 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 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.

5.18 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.

5.19 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.

5.20 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.

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.

5.21 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.

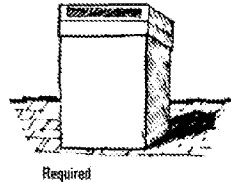
5.22 FIREPLACES/CHIMNEYS

Wood burning fireplaces and/or heating systems will be limited to three (3) 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's standards for particulate emissions. All chimneys must have spark arresters.

It is recommended that every Residence incorporate a minimum of one (1) 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 the following manners:

- A. 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.

- B. 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.
- C. Chimneys on the exterior walls of houses adjacent to a roadway and on houses backing to the Golf Course shall be one hundred percent (100%) masonry. Selected masonry must compliment and/or match the exterior masonry.
- D. Chimneys may not extend more than three and one-half feet (3½') above the highest ridgeline of the house and may not be less than two feet (2') above the ridgeline closest to the chimney. Chimneys must be constructed in compliance with the City of Lakeway Building Code.



5.23 ORNAMENTAL OBJECTS

Exterior ornamental objects such as, but not limited to, metal, ceramic, or wood sculptures, statuettes 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. The ACC shall have the right to determine, in its sole and absolute discretion, whether an ornamental object on any Lot is unsightly.

5.24 DISPLAY OF CERTAIN RELIGIOUS ITEMS

A. 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 Section 5.24 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.

B. 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).

C. PROHIBITIONS

No religious item may be displayed or affixed to an Owner's or resident's dwelling that: (i) threatens the public health or safety; (ii) violates applicable law; or (iii) 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 *Section 5.24* 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.

D. REMOVAL

The Association shall remove any item which is in violation of the terms and provisions of this *Section 5.24*.

E. 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 *Section 5.24* shall hereafter control.

5.25 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.

5.26 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.

5.27 RAINWATER HARVESTING SYSTEM

A. ACC REVIEW APPROVAL REQUIRED

Approval by 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 *Section 5.26* 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 *Section 5.26* 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 5.26 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.

5.28 GENERATORS

A. ACC APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the ACC.

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. APPLICATION

Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. APPROVAL CONDITIONS

Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

- (i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.
- (ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.
- (iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

- (iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
- (v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
- (vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.
- (vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
- (viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.
- (ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
- (x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.
- (xi) No Owner shall locate a Generator on property owned by the Association.
- (xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. PROCESS

Any proposal to install a Generator 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, and the Board need not adhere to the requirements set forth in this *Section 5.28* when considering any such request.

4. APPROVAL

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

5.29 MISCELLANEOUS

Accessory Buildings: Buildings detached from the Residence are not permitted unless otherwise approved by the ACC pursuant to *Section 5.19* of these Design Guidelines. 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 five foot (5') building setback if properly screened and approved by the ACC. Approved screening methods are attached hereto as Exhibit "I". A metal gate is required to enclose air conditioning equipment as shown on Exhibit "J" attached hereto. All external piping and sleeves to have sheet metal cowling to cover any exposed equipment.

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 approval is not required for the installation of birdbaths within the setbacks if of a height of three feet (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 approval is required and a dog run 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 dog run shall provide shelter for more than two (2) dogs over six (6) months of age.

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

Gutters: The installation of gutters on a residence shall be extended to the finished grade of the Lot. If HDPE pipe is used in connection with gutter installation, a maximum of four inches (4") shall be exposed.

Greenhouses: ACC approval is required and a 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 hereto as Exhibit "J". A metal gate is required to enclose pool equipment as shown on Exhibit "J" attached hereto.

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

Sail Shades: ACC approval is required and the maximum covered area per residence is four hundred square feet (400 sq. ft.). If approved, the sail shade must be attached to the residence in two (2) places with a maximum of two (2) posts and not to be located within the building setback. The sail color must be all one color and earth tone or generally recognized as complementary to the exterior of the residence. The slope shall be 4:1 with the height of the first floor residence. The sail shade must not alter drainage or runoff patterns. Sail shades when approved by the ACC will be permitted for no more than five (5) years; after five (5) years the sail shades must be removed by the Owner or re-submitted for approval by the ACC. Sail shades when re-approved by the ACC will be permitted for no more than an additional five (5) years, after the additional five (5) years the sail shades must be removed by the Owner. In order to obtain approval or re-approval for sail shades the Owner must prepare a deed restriction limiting the duration that the sail shades may remain on the Lot to five (5) years. The Owner shall be responsible for all costs associated with the preparation, recordation and enforcement of this deed restriction.

Screen Doors or Other Types of Doors: ACC approval is not required for the addition of screen doors or other types 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 receptacles must be shown on the site plan. Trash receptacles must be screened within masonry to match the house. Storage of trash receptacles in the garage is preferable.

Water Heaters: All external water heaters shall have manufactured housing covering the water heater unit to match or compliment the color of the surface from which they project. The ACC may require additional screening.

6.0 LANDSCAPING GUIDELINES

The goal in establishing these landscaping 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 landscaping 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 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 of the house and/or Fencecrete Wall than two (2) times the diameter of the root ball of a mature plant. Avoid planting shrubs along the foundation of the house and/or Fencecrete Wall in straight lines at a constant distance from the foundation.

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

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

Boulders. Accent specimen boulders are encouraged.

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 or 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 One Thousand and No/100 Dollars (\$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 three feet (3') behind the front sidewalk and centered within the Lot. Lots with two (2) 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 thirty (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 ten feet (10') 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.

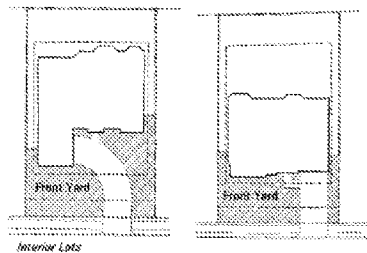
Drainage. Surface water is not permitted to drain onto an adjoining property not designated as a drainage easement (Golf Course is a drainage easement). Landscape plans must show the location and methods of directing drainage to the appropriate areas.

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

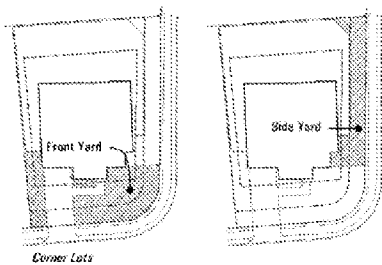
Exposed Slabs. Slabs with more than twelve inches (12") exposed (above the finished grade and below the stone/stucco) must be screened by planting with a minimum of five (5) gallon plants spaced to cover exposed slab in a maximum of two (2) years.

A. MINIMUM LANDSCAPE REQUIREMENTS

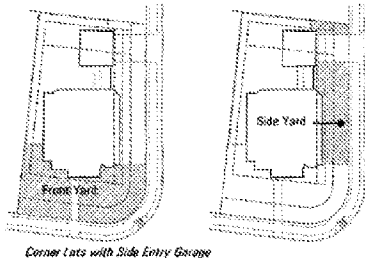
All yards shall be landscaped with a minimum combination of the trees, shrubs, ground covers and grass as set out herein. Including street trees, a minimum number of trees shall be planted in the yard of each Lot. Refer to the following tables for the minimum number of trees and shrubs required.



The front yard of an interior Lot shall be defined as the area beginning twelve feet (12') 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 twelve feet (12') 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.

Interior 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.

1. FRONT YARDS

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

- Beds: A planting bed at least five feet (5') deep must abut the front of the house and wrap around and down the side of the house for at least twelve feet (12').
- 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

B. 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 five feet (5') deep must abut the front of the house and wrap around and down the side of the house for at least twelve feet (12').
- Tees: 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:

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

C. 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 five feet (5') deep must abut the front of the house and wrap around and down the side of the house for at least twelve feet (12').
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
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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. **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
Sophora secundiflora
- Yaupon Holly
Ilex vomitoria
- Caroline Laurel Cherry
Prunus caroliniana
- Purple Leaf Plum
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
- 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 - Prairie
- Zoysia - El Toro

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.

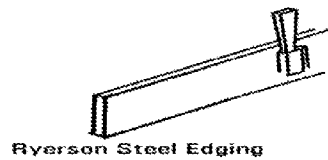
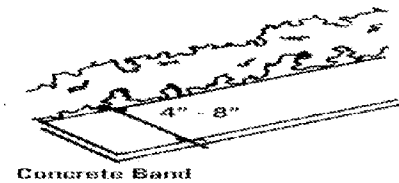
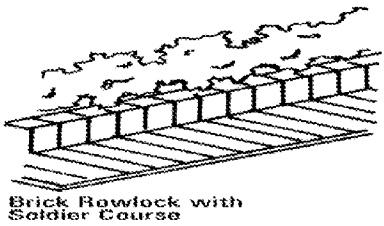
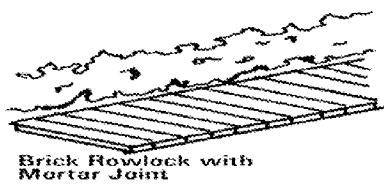
Trees and plants native to or adaptable to the Texas Hill Country environment are recommended.

E. PLANTING BEDS - EDGES

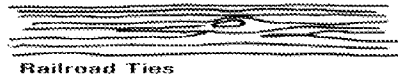
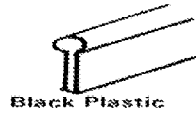
Planting bed edging is required for maintenance purposes and to define the shape of planting beds. Edging that will be conducive to easy maintenance with string cutters or powered edgers should be considered. Raised beds bordered with masonry to match the Residence are encouraged.

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



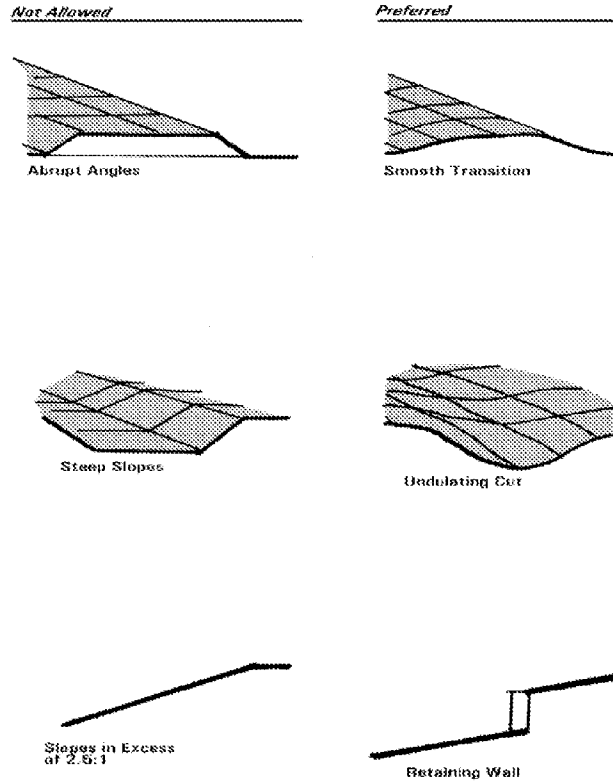
F. GRADING

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.



G. XERISCAPING

Xeriscaping may be permitted at the sole and absolute digression of the ACC.

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 fifty percent (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 twelve inches (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

6.2 PROCEDURES

Two (2) 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 sixteen inch (16") diameter measured at a height of four feet six inches (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. Removal of any tree requires prior written approval of the ACC. Failure to obtain such prior approval may result in a fine of One Thousand and No/100 Dollars (\$1,000.00) 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) ninety (90) days following the substantial completion of the Residence; or (ii) thirty (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.

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 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 7.4* 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 7.4* in the amount of One Hundred and No/100 Dollars (\$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 contractors 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.

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, silt fencing 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:

- 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 Five Hundred and No/100 Dollars (\$500.00) 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 (3) 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 plants 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, these Design Guidelines or the Declaration.
- Catering trucks not permitted by the City.

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.

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 (1) 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
- Saturday.....7 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 and/or 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 and/or Builder fails to maintain the site in this manner the Owner and/or 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 ordinances, building codes or regulations require a more restrictive standard than the standards set forth in these 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 these Design Guidelines (in that order) shall prevail, except as otherwise provided herein.

9.0 AUTHORITY

These Design Guidelines have been adopted and approved by the Architectural Control Committee and Board of Directors of the Association pursuant to the Declaration. These 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 these 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 these 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 these 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 these 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 these 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 these Design Guidelines, shall refer to the appropriate entity or person conducting such review.

A. SINGLE FAMILY 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 Control Period**”). During the Declarant Control Period, Flintrock, Ltd. shall review plans and specifications for all construction and landscaping on any Lot, shall be the exclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these 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 11.0* 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.

B. ACC

The ACC has jurisdiction over those responsibilities delegated to it by the Single Family Declarant during the Declarant Control Period. Following the Declarant Control 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 Control 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 these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may promulgate additional design standards and review procedures consistent with these 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. The current Review Fees are set out in the construction fee information sheet.

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

12.1 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. The current Deposit amounts are set out in the construction fee information sheet.

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, WCID 17 or any other governing body. The ACC may, in its sole and absolute discretion, adjust the Deposits from time to time.

13.0 DEPOSITS FEES REFUNDS

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 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 these 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 these Design Guidelines, the Declaration or the Association's Rules & Regulations.

14.0 RIGHTS AND ORGANIZATION INCORPORATION

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

14.1 ENFORCEMENT

In the event of any violation of these Design Guidelines, Flintrock, Ltd. or the Board of Directors may take any action set forth in the Bylaws 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.

14.2 NON-LIABILITY FOR APPROVAL OF PLANS

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 THESE DESIGN GUIDELINES, OR WITH RESPECT TO ANY ALLEGED DAMAGE, INJURY, EXPENSE, OBSTRUCTION OF VIEW OR INCONVENIENCE CLAIMED BY ANY OWNER. SECTION 10.9 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.

14.3 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.

14.4 CHANGES AND AMENDMENTS TO THESE DESIGN GUIDELINES

These 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 these Design Guidelines change, alter or modify any provision of the Declaration or any Supplemental Declaration.

14.5 WAIVER

The ACC reserves the right to grant variances pursuant to *Section 3.8* in these Design Guidelines. 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.

14.6 ESTOPPEL CERTIFICATE

Within thirty (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 (2) of its members, certifying with respect to any Lot, that as of the date thereof either: (i) all Improvements comply with these 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.

14.7 SEVERABILITY

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

15.0 DEFINITIONS

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

15.1 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.

15.2 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.

15.3 DECLARANT OR SINGLE FAMILY DECLARANT

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

15.4 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, or any Supplemental Declaration (the “**Supplemental Declaration**”) which may be filed from time to time thereafter.

15.5 GOVERNING AUTHORITY/GOVERNING AUTHORITIES

“**Governing Authority**” or “**Governing Authorities**” means the City of Lakeway, Texas, and or other applicable authorities.

15.6 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.

15.7 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.

15.8 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.

15.9 REVIEWER

“**Reviewer**” means Flintrock, Ltd. or the ACC established pursuant to the Declaration.

15.10 LOT

“**Lot**” means a Single Family Lot as defined in the Declaration.

Exhibits List to Design Guidelines

<u>Exhibit</u>	<u>Description</u>
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	Aerial View of Lots with Rear Fencecrete Walls and Picture of Fencecrete Wall Damage

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**

EXHIBIT "A"

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 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 Five Hundred and No/100 Dollars (\$500.00) 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 Two Million and No/100 Dollars (\$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.

EXHIBIT "A"

4848-1310-5471v.4 @53663-1 3/15/2017

The proper address for the Association is as follows:

The Flintrack at Hurst Creek Property Owners' Association, Inc.,
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 (10) 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.

EXHIBIT "A"

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, 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

EXHIBIT "A"

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: _____

EXHIBIT "A"

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

EXHIBIT "B"

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 _____

EXHIBIT "C"

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"/>

EXHIBIT "D"

* 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 (10) days prior to the Final Inspection.

Signature _____

Date: _____

EXHIBIT "D"

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 (10) days prior to the Final Inspection.

EXHIBIT "D"

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.

EXHIBIT "E"

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:

	<u>Amount</u>	<u>Payable To</u>	<u>Applicable</u>	<u>Attached</u>
Review Fee – Landscaping	\$ 100.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit - Landscaping	\$1,000.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>

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

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.

EXHIBIT "E-1"

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.

EXHIBIT "E-2"

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:

	<u>Amount</u>	<u>Payable To</u>	<u>Applicable</u>	<u>Attached</u>
Review Fee - Minor	\$ 100.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit - Minor	\$1,000.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Review Fee - Major	\$ 250.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>
Deposit - Major	\$3,000.00	Flintrock P.O.A.	<input type="checkbox"/>	<input type="checkbox"/>

Modification request:

FOR REVIEWER USE ONLY:

Submittal date: _____

Meeting date: _____

Notice date: _____

Checklist: _____

Reviewer's remarks:

EXHIBIT "F"

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:

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 (10) days prior to the Final Inspection.

EXHIBIT "F"

EXHIBIT "G"
**OWNER'S STATEMENT OF INTENT TO COMPLY
WITH THE 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"

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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

EXHIBIT "G"

EXHIBIT "H"

APPROVED TYPE 1 DRIVEWAY DETAIL

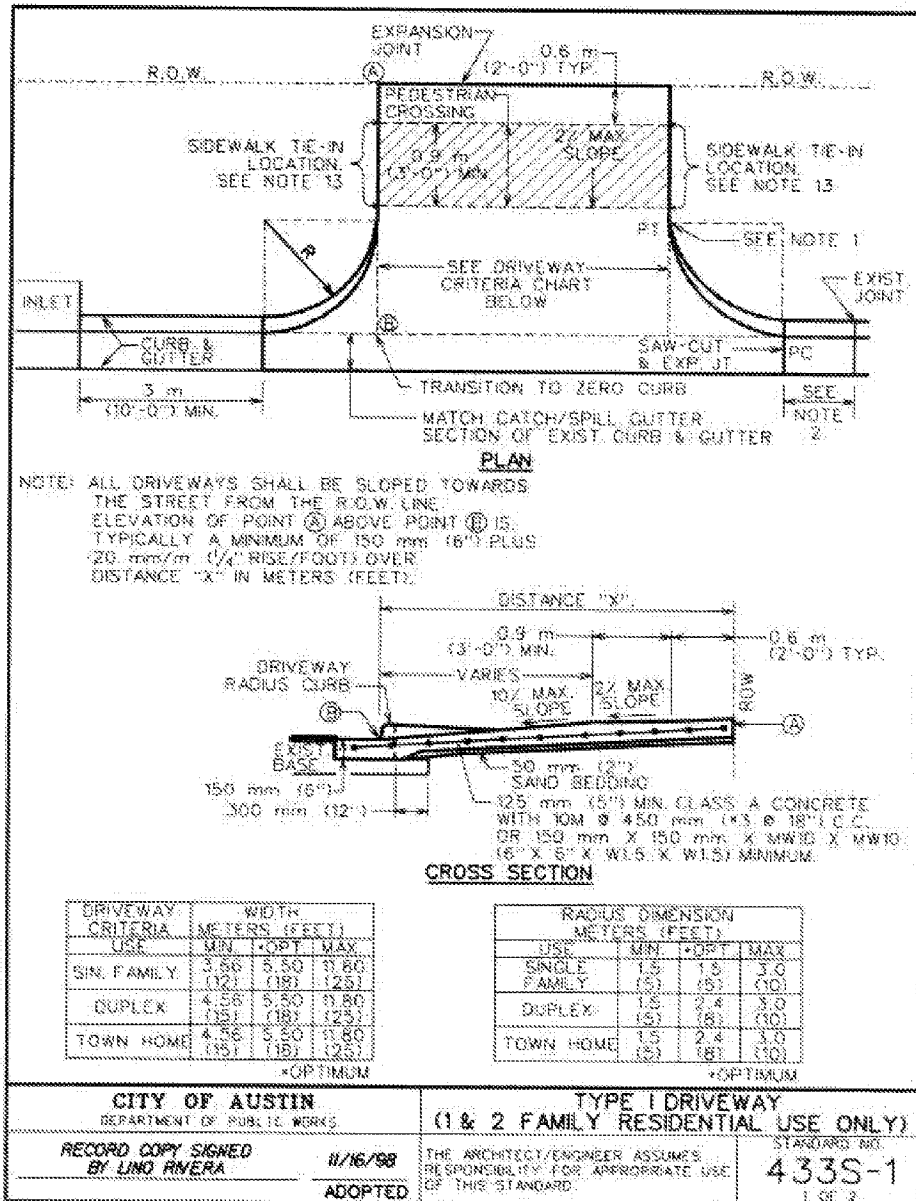
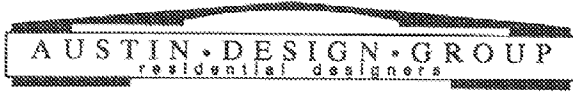


EXHIBIT "H"

EXHIBIT "I"

METAL FENCE DETAIL DESIGN DRAWINGS

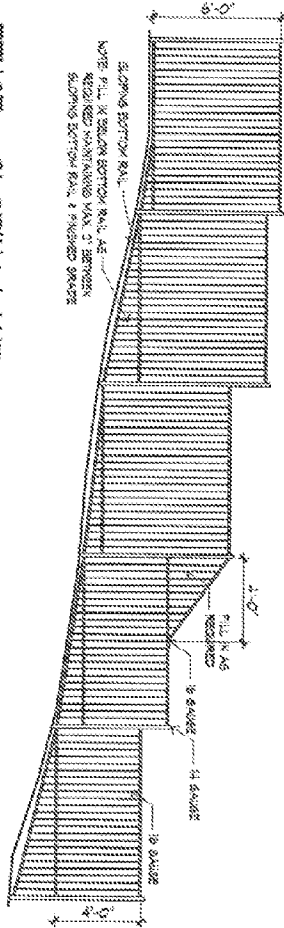


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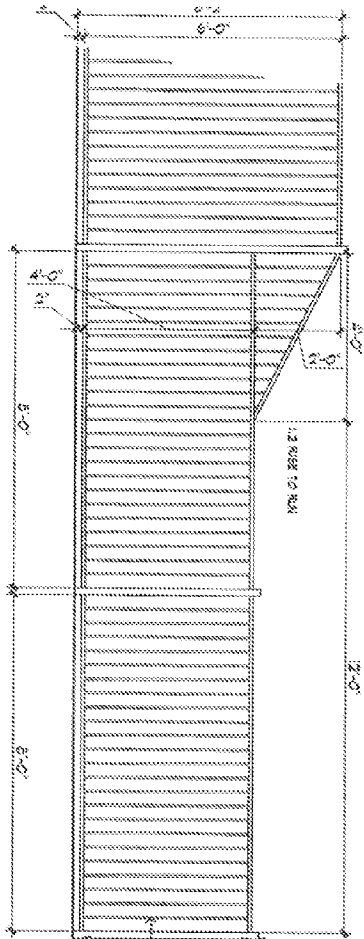
NOTES



FENCE @ SLOPING LAND



SCALE 3/8" = 1'-0"



- INTEREST IN
- 60° CORNER
- PROVIDE & MARK
- PROPERTY LINE
- 1 1/2" METAL RAIL
- 1 1/2" METAL POST
- 1 1/2" METAL RAIL
- 1 1/2" METAL POST
- 1 1/2" METAL RAIL
- 1 1/2" METAL POST
- 1 1/2" METAL RAIL
- 1 1/2" METAL POST

SCALE 3/8" = 1'-0"

METAL FENCE DETAIL (EXAMPLE)

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/ 2X4 POSTS

SIDE LOT LINES FENCE TRANSITION TO 5'-0" FENCE

NOTE: ALL FENCING TO BE GALVANIZED STEEL, TUBING DOUBLE POWDER COATED WITH 1" TOP & BOTTOM RAILS, 1/2" PICKETS W/ 2X4 POSTS

MET
FLIN
REA
NOTE A

EXHIBIT "J"

APPROVED AIR CONDITIONING AND POOL EQUIPMENT SCREENING DETAIL

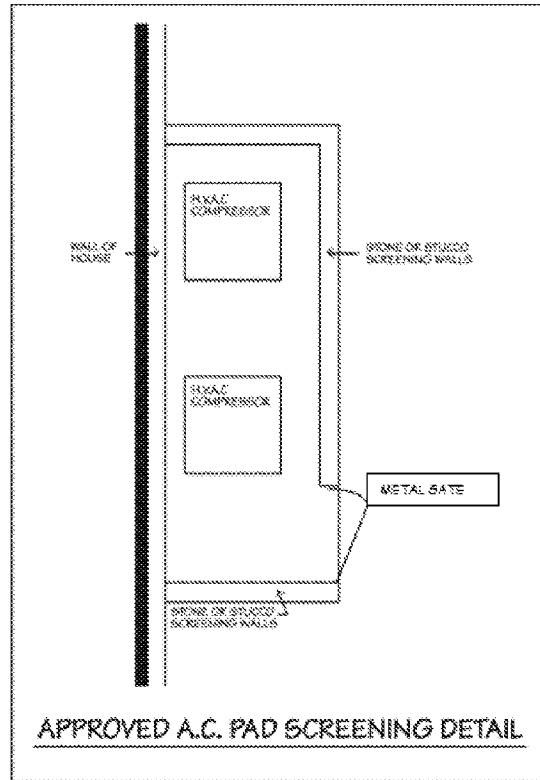


EXHIBIT "J"

EXHIBIT "K"

BUILDER APPLICATION



**FLINTROCK FALLS
LAUNDRY**

**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)			

EXHIBIT "K"

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:

_____.

EXHIBIT "K"

References:

We are seeking references relating to the company's performance from customers, financial institutions, major material suppliers and real estate professionals with whom you have conducted business. You may attach additional references if you wish to do so, for example, a letter from a custom or Realtor.

PROFESSIONAL REFERENCES				
Category	Company Name	Contact Person	Phone Number	
Financial Institution				
Real Estate Broker				
Suppliers/Subs:				
Concrete				
HVAC				
Electrical				
Plumbing				
Lumber/Bldg Materials				
CUSTOMER REFERENCES / LAST 3				
Address	Development	Year Built	Approx. Sq. Ft.	Name/Phone Number

We hereby enclose a copy of our current and correct financial statement. By enclosing this copy, we are affirming that it is true and correct.

We hereby acknowledge that the information provided herein is true and accurate, and that Flintrock Ltd. And Flintrock Ltd. II will be relying on this information in its evaluation of the company for the Flintrock Falls Community.

We hereby acknowledge that we have received, read and understand the Architectural Committee Design Guidelines for Flintrock Falls and that we will adhere to the building practices described therein.

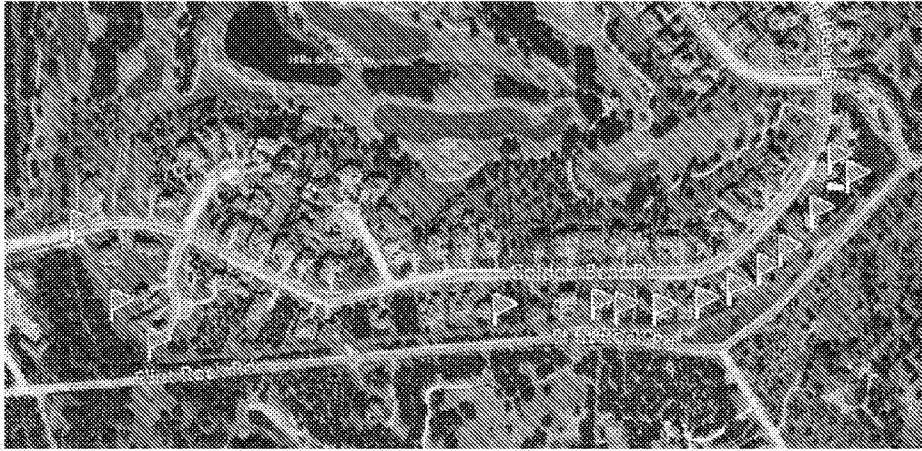
Signature

_____ Date: _____

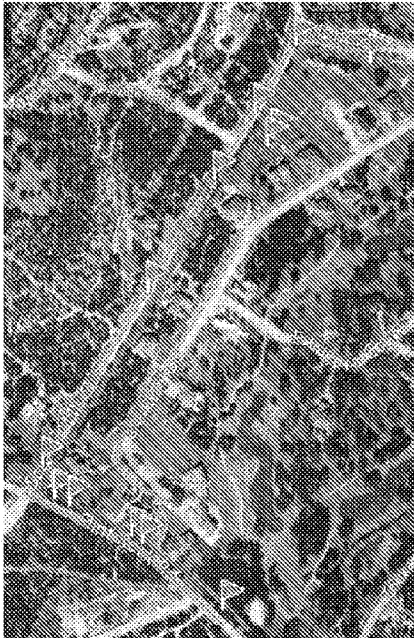
Typed or Printed Name and Title

EXHIBIT "K"

3249 ft:



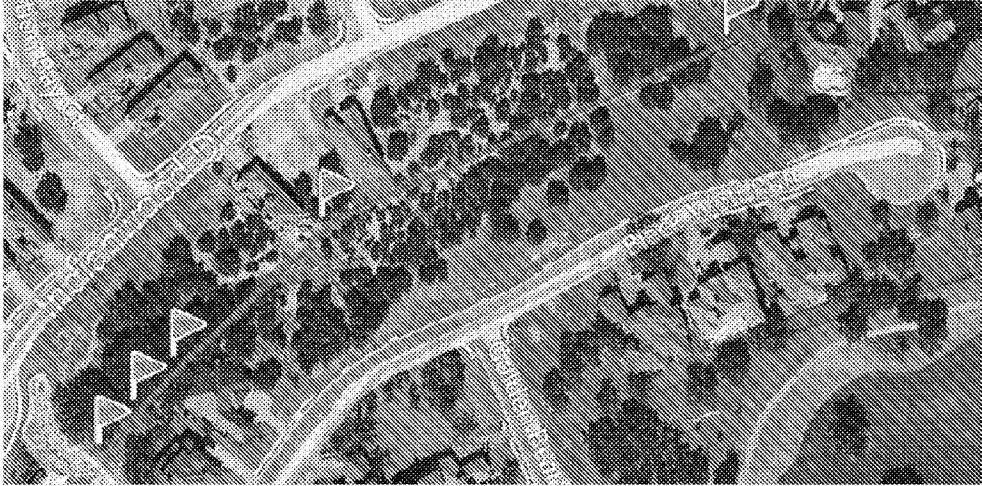
3148 ft:



918 ft:



922 ft:



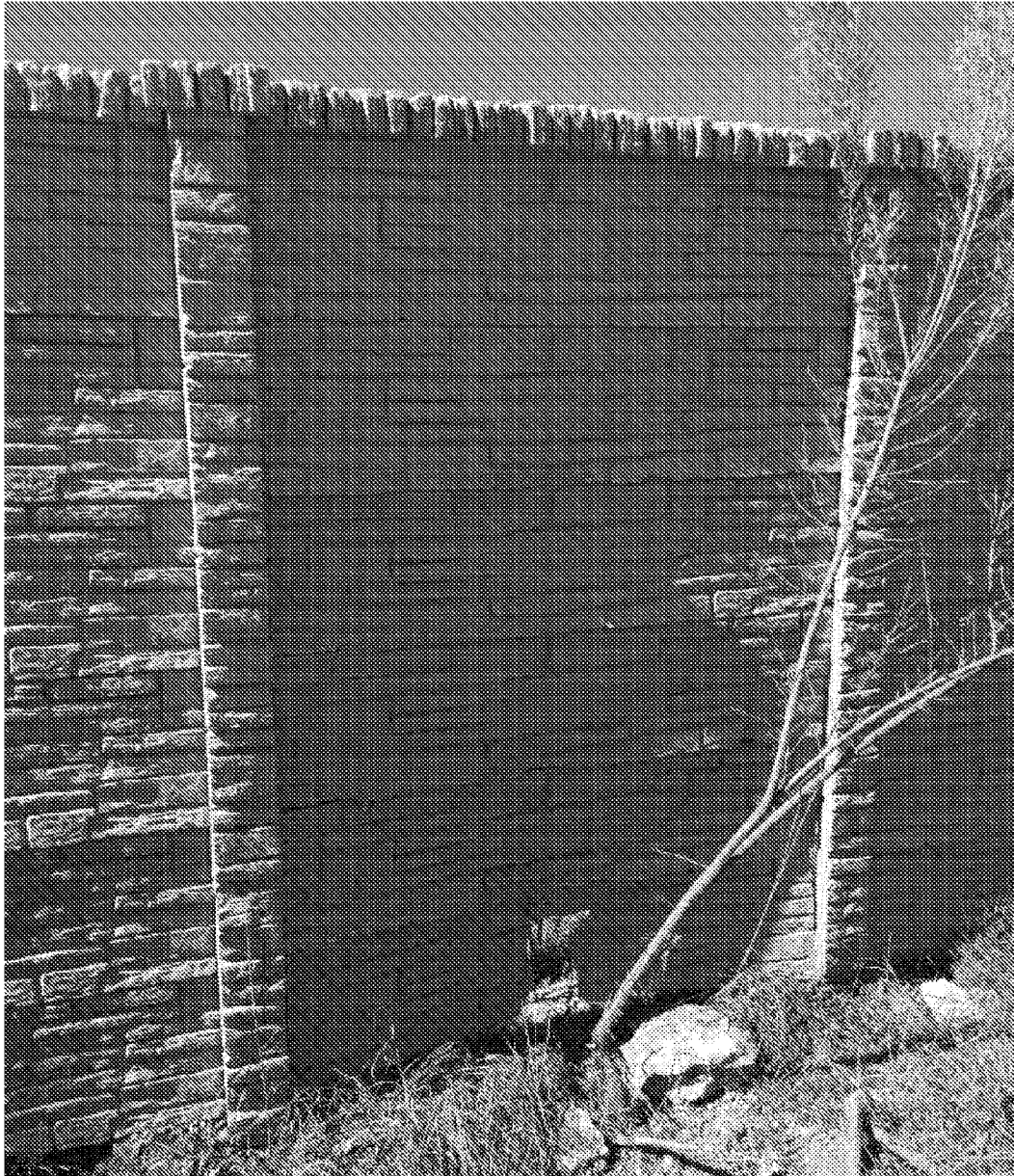


EXHIBIT "L"

4848-1310-5471v.4 @53663-1 3/15/2017



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 23 2017 10:17 AM

FEE: \$ 445.00 2017046112