



**AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

FLINTROCK AT HURST CREEK

101

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.	5
ARTICLE II. DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND.	10
2.01. DEVELOPMENT BY DECLARANTS.	10
2.02 ADDITION OF LAND.	10
2.03 LANDS OWNED BY SUBDEVELOPER.	11
2.04 WITHDRAWAL OF LAND.	11
2.05 ANNEXATION.	11
2.06 PROHIBITION FOR EXTENSION OF OTHER DEVELOPER'S DECLARANTS' RIGHTS.	11
ARTICLE III. GENERAL RESTRICTIONS.	11
3.01 ANTENNAE, SATELLITE DISHES, AND FLAGPOLES.	12
3.02 INSURANCE RATES.	12
3.03 SUBDIVIDING.	12
3.04 SIGN.	13
3.05 RUBBISH AND DEBRIS.	13
3.06 NOISE.	13
3.07 REPAIR OF BUILDINGS.	13
3.08 IMPROVEMENTS AND ALTERATIONS.	13
3.09 VIOLATION OF FLINTROCK AT HURST CREEK RESTRICTIONS.	13
3.10 DRAINAGE AND GRADING.	14
3.11 HAZARDOUS ACTIVITIES.	14
3.12 TEMPORARY STRUCTURES.	14
3.13 MINING AND DRILLING.	15
3.14 VEHICLES AND VEHICLE PARKING.	15
3.15 ANIMALS.	15
3.16 PRIVATE WAYS.	15
3.17 UNSIGHTLY ARTICLES.	16
3.18 PROHIBITED USE.	16
3.19 QUIET ENJOYMENT.	16
3.20 CLOTHESLINES, GARBAGE CANS, TANKS, ETC.	17
3.21 TIMESHARING.	17
3.22 SEPTIC SYSTEMS.	17
3.23 TREE REMOVAL.	17
3.24 ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS.	17
3.25 ON-SITE FUEL STORAGE.	17
3.26 LAWS AND ORDINANCES.	18
ARTICLE IV. RESIDENTIAL RESTRICTIONS	18
4.01 RESIDENTIAL AREAS.	18
4.02 IMPROVEMENTS AND USE.	18
4.03 RENTAL OR LEASING.	18
4.04 MINIMUM YARDS/SETBACKS.	19
4.05 SIDEWALKS.	19

4.06	FENCING.	19
4.07	TEMPORARY CONSTRUCTION EASEMENTS.	20
4.08	REPAIR EASEMENTS.	20
4.09	EASEMENTS FOR GOLF COURSE LOT FENCING.	20
4.10	CROSS-DRAINAGE EASEMENTS.	21
4.11	EASEMENTS FOR STORMWATER RUNOFF.	21
4.12	EASEMENTS TO SERVE ADDITIONAL PROPERTY.	21
4.13	EASEMENTS FOR ENCROACHMENT.	21
4.14	EASEMENTS OF SUPPORT.	22
4.15	MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS.	22
4.16	MASONRY REQUIREMENTS.	22
4.17	MATERIALS – EXTERIOR SURFACES.	22
4.18	BUILDING HEIGHTS.	22
4.19	ROOFING TYPE, MATERIALS, SLOPE AND OVERHANG.	22
4.20	RETAINING WALLS.	23
4.21	LANDSCAPING.	23
4.22	GARAGES.	23
4.23	SWIMMING POOLS, TENNIS AND OTHER SPORTS COURTS, ETC.	23
4.24	PARTY WALLS AND PARTY FENCES.	24
ARTICLE V. RECREATIONAL USES.		24
5.01	GOLF COURSE.	24
5.02	ADDITIONAL RECREATIONAL AREAS.	25
ARTICLE VI. GOLF COURSE COVENANTS, CONDITIONS AND RESTRICTIONS.		25
6.01	GOLF COURSE PLAY EASEMENT.	25
6.02	WAIVER AND RELEASE	26
6.03	GOLF COURSE FENCING RESTRICTIONS.	27
6.04	GOLF COURSE SETBACKS.	27
6.05	MANDATORY SOCIAL MEMBERSHIPS	27
6.06	NO RIGHTS TO CLUB	28
6.07	GOLF COURSE VIEW IMPAIRMENT	28
6.08	INTERFERENCE WITH GOLF COURSE	28
6.09	APPLICABILITY OF COVENANTS, CONDITIONS AND RESTRICTIONS	28
ARTICLE VII. FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION.		29
7.01	ORGANIZATION.	29
7.02	MEMBERSHIP.	29
7.03	VOTING RIGHTS.	29
7.04	MEETINGS.	31
7.05	DUTIES OF THE ASSOCIATION.	32
7.06	POWERS AND AUTHORITY OF THE ASSOCIATION.	35
7.07	INDEMNIFICATION	38
ARTICLE VIII. ASSOCIATION PROPERTY.		39
8.01	USE.	40
8.02	DAMAGES.	40
8.03	DAMAGE AND DESTRUCTION.	40
8.04	TRANSFER OF COMMON AREAS TO ASSOCIATION.	41
ARTICLE IX. FUNDS AND ASSESSMENTS.		42
9.01	LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.	42
9.02	PURPOSE OF ASSESSMENTS.	42
9.03	PROPERTY SUBJECT TO ASSESSMENT.	42
9.04	EXEMPT PROPERTY.	42
9.05	ASSESSMENT PRORATED.	42

9.06	PERSONAL LIABILITIES.	43
9.07	FLINTROCK AT HURST CREEK MAINTENANCE FUND.	43
9.08	REGULAR ANNUAL ASSESSMENTS.	43
9.09	SPECIAL ASSESSMENTS.	43
9.10	ASSESSMENT BENEFITING SPECIFIC AREAS.	43
9.11	COMMENCEMENT AND COLLECTION OF MONTHLY ASSESSMENTS.	44
9.12	NONPAYMENT: LIENS, REMEDIES OF THE ASSOCIATION.	44
9.13	MORTGAGE PROTECTION.	44
9.14	EFFECT OF AMENDMENTS ON MORTGAGES.	44
9.15	SUBORDINATION.	45
ARTICLE X.	ARCHITECTURAL COMMITTEE.	45
10.01	NUMBER OF MEMBERS.	45
10.02	APPOINTMENT OF MEMBERS; VETO RIGHTS.	45
10.03.	ADOPTION OF RULES.	46
10.04.	POWERS AND DUTIES OF ARCHITECTURAL COMMITTEE.	46
10.05	REVIEW OF PROPOSED CONSTRUCTION.	48
10.06	MEETINGS OF THE COMMITTEE.	48
10.07	NO WAIVER OF FUTURE APPROVALS.	48
10.08	INSPECTION OF WORK.	49
10.09	NONLIABILITY OF BOARD AND COMMITTEE MEMBERS.	50
10.10	VARIANCES.	50
10.11	CERTIFICATE OF OCCUPANCY.	50
ARTICLE XI.	MISCELLANEOUS.	51
11.01	TERMS.	51
11.02	AMENDMENT.	51
11.03	UTILITY EASEMENTS.	53
11.04	NOTICES.	53
11.05	INTERPRETATION.	54
11.06	CONSTRUCTION ACTIVITIES.	54
11.07	EXEMPTION OF DECLARANTS.	54
11.08	ASSIGNMENT BY DECLARANT.	54
11.09	ENFORCEMENT AND NONWAIVER.	55
11.10	CONSTRUCTION.	55
11.11	CITY OF LAKEWAY.	56
11.12	RIGHT OF FIRST REFUSAL.	56
11.13	NONLIABILITY OF DECLARANTS AND THE ASSOCIATION.	58
11.14	DECLARANT'S RIGHTS	58

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLINTROCK AT HURST CREEK (this "Declaration") is a complete restatement and replacement of the Master Declaration of Covenants, Conditions and Restrictions, dated May 24, 2000, filed and recorded May 25, 2000 in the Official Public Records of Travis County, Texas as Document Number 2000080983 (the "Master Declaration"), and as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, and Restrictions, dated June 11, 2001 and filed and recorded in the Official Public Records of Travis County, Texas as Document Number 2001096569 (the "First Amendment"), and as supplemented by that certain Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions, dated July 23, 2001 and filed and recorded in the Official Public Records of Travis County, Texas as Document Number 2001120522 (the "Supplemental Declaration"), and as further amended by that certain Second Amendment to Flintrock at Hurst Creek Master Declaration of Covenants, Conditions and Restrictions, dated April 24, 2002 and filed and recorded in the Official Public Records of Travis County, Texas as Instrument Number 2002085694 (the "Second Amendment") The Master Declaration, First Amendment, Supplemental Declaration, and Second Amendment may sometimes be referred to as the "Declarations", or "Existing Declarations".

RECITALS

THAT, WHEREAS, HPK VENTURES, LTD., a Texas Limited Partnership, (hereinafter "Original Declarant"), was the owner and developer of that certain real property located in Travis County, Texas, as more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), and

WHEREAS, the Original Declarant sold 166.5 acres out of the Property, which is all of the Single Family Property as more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes to FLINTROCK, LTD., a Texas limited partnership (hereinafter "Single Family Declarant") by WARRANTY DEED WITH VENDOR'S LIEN (the "Single Family Deed"), dated May 24, 2000, filed and recorded May 25, 2000 in the Real Property Records of Travis County, Texas as Document Number 2000080987, and

WHEREAS, the Original Declarant sold 181.426 acres out of the Property, which makes up the Golf Course Property, to HILLS II OF LAKEWAY, INC., a Texas corporation (hereinafter "Golf Course Declarant"), by SPECIAL WARRANTY DEED (the "Golf Course Deed"), dated June 1, 2000, filed and recorded August 15, 2000, in the Real Property Records of Travis County, Texas as Document Number 20000129825, and

WHEREAS, the Original Declarant conveyed the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges set forth in the Master Declaration, and

WHEREAS, the balance of the Property, after conveyance of the Single Family Property and Golf Course Property, was retained by the Original Declarant and continues to be owned by the Original Declarant, and

WHEREAS, the Original Declarant, Single Family Declarant and Golf Course Declarant (collectively referred to herein as "Declarants") desire to create and carry out a plan for the improvement, maintenance, development and sale of all of the Lots and Units in the Subdivision, and to create and carry out a plan for the maintenance and repair of all Common Areas and rights-of-way for the benefit of the present and future owners of said Lots and Units, and hereby adopts and establishes the following declaration, reservations, restrictions, covenants, conditions and easements to apply to the use, improvement, occupancy and conveyance of all Lots in the Subdivision, including the roads, avenues, and streets therein, and does hereby establish an Association (as defined in Article I) to effectuate and carry out its purposes and plan, and

WHEREAS, the Master Declaration has been supplemented and amended in multiple documents and recordings as described above, and Declarants desire to amend and restate the Existing Declarations and incorporate the amendments to same in order to update and clarify the covenants, conditions and restrictions on the Property into one document so that the covenants, conditions and restrictions are more clear and consistent for the members and future members of the Association (as defined in Article I).

NOW, THEREFORE, the Declarants do hereby amend and restate the Existing Declarations by filing and recording this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Flintrock at Hurst Creek, and declare that all of the Property described herein and made subject hereto shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS.

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1. **Architectural Committee.** "Architectural Committee" (hereinafter sometimes "Committee" or "ACC") shall mean the committee created pursuant to Article X hereof.
2. **Architectural Committee Rules.** "Architectural Committee Rules" (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee pursuant to Section 10.03 hereof.

3. **Articles.** "Articles" shall mean the Articles of Incorporation of Flintrock at Hurst Creek Property Owners' Association, Inc, as filed in the office of the Secretary of State of the state of Texas, and as such Articles may, from time to time, be hereafter amended.
4. **Assessments.** "Assessments" shall mean assessments of Flintrock at Hurst Creek Property Owners' Association, Inc. and includes both regular and special assessments. Assessment shall also have the meaning set forth in Section 7 06(A).
5. **Association.** "Association" shall mean Flintrock at Hurst Creek Property Owners' Association, Inc , a Texas nonprofit corporation, its successors or assigns.
6. **Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association, which property shall not include the Golf Course Property or any improvements located thereon.
7. **Board.** "Board" shall mean the Board of Directors of Flintrock at Hurst Creek Property Owners' Association, Inc.
8. **Bylaws.** "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.
9. **City.** "City" shall mean the City of Lakeway.
10. **Club.** "Club" shall mean the Hills of Lakeway Country Club as owned, maintained and approved by Golf Course Owner or any of its affiliates in accordance with their rules and regulations and procedures as adopted from time to time.
11. **Common Area.** "Common Area" shall mean and include (a) any Lot designated by the Declarants as a Common Area for the primary benefit of the Owners and occupants of a particular area, (b) any private street or private right-of-way shown on any applicable Flintrock at Hurst Creek plat, filed by Declarants, or (c) any other area designed as Common Area by Declarants on any applicable Flintrock at Hurst Creek plat, or by any other written instrument duly acknowledged and filed of record in Travis County, Texas. Common areas may be owned by Declarants, a nonprofit corporation, or an unincorporated association in which all Owners shall be entitled to membership.
12. **Declarants.** "Declarant or Declarants" shall mean each or all of Original Declarant, Single Family Declarant, and Golf Course Declarant, as applicable. "Original Declarant" shall mean HPK Ventures, Ltd., a Texas Limited partnership, its affiliates, successors or assigns, "Single Family Declarant" shall mean Flintrock, Ltd., a Texas limited partnership, its affiliates, successor or assigns, but only as to the Single Family Property, and, "Golf Course Declarant" shall mean Hills II of Lakeway, Inc. , a Texas corporation, but only as to the Golf Course Property; all of whom shall individually be considered a "Declarant", but only as to the property owned by such entity, as often and whenever the context may require.

13. **Declaration.** "Declaration" shall mean this instrument and any future amendments or supplements thereto assigns.

14. **Flintrock, Ltd.** "Flintrock, Ltd.", a Texas limited partnership, is Single Family Declarant and the purchaser of the single-family residential property from Developer.

15. **Flintrock at Hurst Creek.** "Flintrock at Hurst Creek" shall mean all that real property described on Exhibit "A" attached to and made a part of this Declaration and any property added to the development pursuant to the terms of this Declaration.

16. **Flintrock at Hurst Creek Maintenance Fund.** "Flintrock at Hurst Creek Maintenance Fund" shall mean the fund created for the receipts and disbursements of the Association.

17. **Flintrock at Hurst Creek Restrictions.** "Flintrock at Hurst Creek Restrictions" shall mean this Declaration, together with any and all Supplemental Declarations which may be recorded pursuant to the terms hereof, and as this Declaration or said Supplemental Declarations may be amended from time to time, together with Flintrock at Hurst Creek Rules, the Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect.

18. **Flintrock at Hurst Creek Rules.** "Flintrock at Hurst Creek Rules" shall mean the rules adopted by the Board pursuant to Section 7.05(C) hereof, and as they may be amended from time to time.

19. **Golf Course.** "Golf Course" means an 18-hole golf course designed by Jack Nicklaus Design developed on the Golf Course Property, and operated by the Golf Course Owner, its successors and assigns.

20. **Golf Course Easement.** "Golf Course Easement" shall mean the easements set forth and described in Section 6.01 of this Declaration

21. **Golf Course Fence.** "Golf Course Fence" shall mean the fence required to be installed along the property line between any Lot and the Golf Course Property. The Golf Course Fence must be constructed in accordance with the specifications set out in Exhibit "D" attached hereto and incorporated herein for all purposes and shall include any below ground footing securing the fence or any appurtenances to the fence. The Golf Course Fence shall comply with the applicable City of Lakeway criteria and any variance thereto that are applicable to Flintrock at Hurst Creek.

22. **Golf Course Owner.** "Golf Course Owner" shall mean Hills II of Lakeway, Inc., also referred to as "Golf Course Declarant", and its successors, and assigns, including any lessee or operator of the Golf Course and related amenities.

23. **Golf Course Property.** "Golf Course Property" shall mean the Property described on Exhibit "C" attached hereto, upon which Golf Course Owner has developed and constructed the Golf Course.

24. **Improvements.** "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, accessory buildings, patios, tennis and other sports courts, swimming pools, spas, hot tubs, playscapes, garages, fences, dog fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, irrigation systems, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

25. **Lot.** "Lot" or "Lots" shall mean and refer to each separately identifiable portion of the Property which is platted, filed and recorded in the Real Property Records of Travis County, Texas, or set out in a General Development Plan, Site Plan, Preliminary Plan or Final Plat approved by the City of Lakeway and which is not intended to be an "open space" or a portion of the Common Areas. No portion of the Golf Course Property shall be a Lot.

26. **Master Concept Plan.** "Master Concept Plan" (hereinafter sometimes referred to as "Concept Plan" or "Plan"), shall mean and refer to Declarants' development plans for Flintrock at Hurst Creek, on file in the offices of Declarants, including all future amendments and supplements thereto.

27. **Member.** "Member" shall mean any person who is a member of the Association pursuant to Section 7.02 hereof.

28. **Multi-Family Site.** "Multi-Family Site" shall mean any unit of land, whether or not shown on a recorded Subdivision plat and whether or not improved, which is designated for condominiums or townhomes.

29. **Owner.** "Owner" shall mean (a) one or more of the Declarants, (b) the person or persons holding a fee simple interest in a Lot or Unit, as the case may be, or (c) the purchaser of fee simple interest in a Lot or Unit under an executory contract of sale, but shall not include those holding title merely as security for the performance of an obligation.

30. **Paths.** "Paths" shall mean golf cart or pedestrian paths as may be set forth on the final plat of any section or phase of the Property, excluding the Golf Course Property, and further defined and restricted in accordance with a Path plan developed by Declarant and made a part of the Architectural Guidelines.

31. **Person.** "Person" shall mean a natural individual or any entity having the legal right to hold title to real property.

32. **Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating size, shape, configuration or materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques,

samples of exterior colors, plans for utility services, and any other documentation or information relevant to such improvement.

33. **Property.** "Property" shall mean all real property within Flintrock at Hurst Creek as more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

34. **Record, Recorded, and Recordation.** "Record, Recorded, and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Clerk of Travis County, Texas.

35. **Single Family Lots.** "Single Family Lots" shall mean any platted lot within Flintrock at Hurst Creek zoned or otherwise restricted to single-family use.

36. **Single Family Property.** "Single Family Property" shall mean all real property within Flintrock at Hurst Creek zoned for single-family use within the area more fully described in Exhibit "B", attached hereto and made a part hereof for all purposes.

37. **Subassociation.** "Subassociation" shall mean any nonprofit Texas corporation or unincorporated association organized and established by Declarants or by a Subdeveloper pursuant to or in connection with a Supplemental Declaration as provided in Sections 2.01 and 7.01 hereof.

38. **Subdeveloper.** "Subdeveloper" shall mean any person, firm, corporation having purchased one or more parcels of bulk Property within Flintrock at Hurst Creek from Declarants for the purpose of development or construction. Builders who buy Lots or Units in bulk in Flintrock at Hurst Creek shall be considered a Subdeveloper as to those Lots or Units. A Person who is the ultimate purchaser of one or more Lots or Units from a Declarant or a Subdeveloper who intends to construct its own home or occupy a constructed home shall not be considered a Subdeveloper.

39. **Subdivision.** "Subdivision" shall mean a parcel of land which has been shown on a final subdivision plat, recorded in the Plat Records of Travis County, Texas and brought within the jurisdiction of this Declaration as herein provided.

40. **Supplemental Declaration.** "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarants or by a Subdeveloper (after approval in writing by Declarants), subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

41. **Unit.** "Unit" shall refer to the definition of "Unit" under the Texas Uniform Condominium Act, Tex. Prop. Code Ann. §82.001, *et seq.* (2004), as same may be amended from time to time and specifically including those Units in Lot 51 Villas at Flintrock according to the map or plat recorded in Instrument No. 200200150 of the Official Records of Travis County, Texas and Phase 9 as shown on the approved Preliminary Plan of Flintrock at Hurst Creek.

42. **Zero Lot Line.** "Zero Lot Line" shall refer to a Lot or Unit having no side yard building set-back line on one side of the lot as shown on the recorded plat or the General Development Plan, as same may be amended from time to time, permitting a structure to be built on the side property line.

ARTICLE II. DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND.

2.01. DEVELOPMENT BY DECLARANTS.

Declarants may divide or subdivide Flintrock at Hurst Creek into several areas, develop some of said areas, and, at Declarants' option, dedicate some of said areas as Common Areas, or for other purposes for the benefit of the developed areas in accordance with its Plan for Flintrock at Hurst Creek. As each area is developed or dedicated, Declarants, or if the area is owned by a Subdeveloper, Declarants and such Subdeveloper, may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions as Declarants or Declarants and such Subdeveloper may deem appropriate for that area. Any Supplemental Declaration may, but need not, provide for the establishment of a Subassociation to be comprised of Owners within the area subject thereto. All lands, improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

2.02 ADDITION OF LAND.

Declarants, and other persons with Declarants' written consent may at any time, and from time to time, add to the lands which are subject to this Declaration as described in Exhibit "A" attached hereto. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Section 2.02 (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions, and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration.

The Notice of Addition of Land referred to herein above shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land as set forth herein;
- (c) An adequate legal description of the added land; and
- (d) Declarants' written consent if the land being added to Exhibit "A" is not owned by Declarants. As part of such written consent, Declarants may agree with the

person who owns such land as to the terms and conditions upon which Declarants will exercise their rights and duties, as Declarants under this Declaration, with respect to such lands added to Exhibit "A", such agreement must be in writing and evidenced by the authorized and notarized signatures of the Declarants and the land owner.

2.03 LANDS OWNED BY SUBDEVELOPER.

If any portion of the land described in Exhibit "A", or other lands hereafter made subject to this Declaration, is sold to a Subdeveloper, any Supplemental Declaration with respect thereto shall be made expressly subject to all the terms and restrictions of this Declaration.

2.04 WITHDRAWAL OF LAND.

Declarants, and others with Declarants' written consent, may, at any time and from time to time, reduce the area which is now described on Exhibit "A". If lands are withdrawn at a later time from the lands now shown on Exhibit "A", the Declaration shall no longer apply to those lands withdrawn. The procedure for withdrawal of land shall be the same as set forth above in Section 2.02 for the addition of land except that the instrument shall be designated as a Notice of Withdrawal of Land.

2.05 ANNEXATION.

Declarants will apply for a voluntary annexation of each portion of the Property into the City's corporate limits at the same time an application for Final Plat approval of that portion of the Property is submitted to the City or at its sole option elect to request annexation of its entire Property per metes and bounds description at Final Plat Approval of any phase or section. Each portion of the land covered by an annexation request will be configured to enable the City to annex under State law. The City, contemporaneously with the annexation of such land, will zone the properties consistent with the land uses depicted on the Preliminary Plat. The City guarantees the extraterritorial status of the Land for a period of ten (10) years from the Effective Date of this Agreement or until the approval of a Final Plat for that portion of the Property.

2.06 PROHIBITION FOR EXTENSION OF OTHER DEVELOPER'S DECLARANTS' RIGHTS.

No adjacent Landowner or Developer shall ever be entitled to extend any rights or entitlements which they might possess as the declarant in any contiguous or neighboring subdivision by the acquisition of all or any part of the Property made the basis of this Declaration or any Property added to this Declaration. Further, this prohibition is a covenant running with the Property including any Property which may be withdrawn from this Declaration as set forth hereinabove.

ARTICLE III. GENERAL RESTRICTIONS.

All real property within Flintrock at Hurst Creek shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

3.01 ANTENNAE, SATELLITE DISHES, AND FLAGPOLES.

Unless otherwise allowed by the ACC, the following requirements apply to the Property:

(A) Antennae and Satellite Dishes. No exterior antennae, aerials, satellite dishes or other signals may be erected unless completely contained within the residence and not visible from outside the residence, except that one (1) satellite dish measuring not more than twenty-four inches (24") in diameter may be placed on a Lot or Unit so long as it is screened from view by any street, Common Areas or another Lot or Unit. All satellite dishes must comply with the City of Lakeway Building Code.

(B) Flagpoles. No more than one (1) free standing flagpole shall be allowed on a Lot or Unit and shall not exceed eighteen feet (18') in height and must be located within the setbacks. No more than two (2) flags may be placed on a flagpole. Flags shall be approved by the ACC.

3.02 INSURANCE RATES.

Nothing shall be done or kept in Flintrock at Hurst Creek which would increase the rate of insurance on any Lot or Unit or the Association Property without the approval of the Board, nor shall anything be done or kept in Flintrock at Hurst Creek which would result in the cancellation of insurance on any residence or any part of the Association Property or which would be in violation of any law.

3.03 SUBDIVIDING.

No Lot, Common Area, Multi-Family Site or Unit shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof (including any Subassociation) without the prior written approval of the Architectural Committee, provided, however, that when a Declarant is the Owner thereof, such Declarant may further divide and subdivide any Lot, Common Area, Multi-Family Site or Unit and convey any easement or other interest less than the whole, all without the approval of the Architectural Committee, and provided further, that nothing herein shall be deemed to require the approval of the Architectural Committee for the transfer or sale of any Lot or Unit, including improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust. Notwithstanding the foregoing, Declarants have agreed with the City in consideration of its approval of the R-3 Land Use and Zoning Designation that no Lot or Unit in an area zoned R-1 shall consist of less than 15,000 sq feet and that no Lot or Unit zoned R-3 shall consist of less than 7,500 square feet, unless otherwise approved by the City of Lakeway or the ACC.

3.04 SIGN.

No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee

3.05 RUBBISH AND DEBRIS.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any of the Property and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view.

3.06 NOISE.

No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such Property without the prior written approval of the Board. No noise or other nuisance shall be permitted to exist or operate upon any such Property so as to be offensive or detrimental to any other Property or to its occupants.

3.07 REPAIR OF BUILDINGS.

All improvements hereafter constructed upon any land within Flintrock at Hurst Creek shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner (including any Subassociation) thereof. The opinion of the Board as to such condition shall be final.

3.08 IMPROVEMENTS AND ALTERATIONS.

Any improvement constructed or placed on a Lot or Unit, or any construction which in any way alters the exterior appearance of any improvements, or the removal of any improvements shall be performed only with the prior written approval of the ACC.

3.09 VIOLATION OF FLINTROCK AT HURST CREEK RESTRICTIONS.

The violation of Flintrock at Hurst Creek Restrictions by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge not to exceed One Hundred Dollars (\$100.00) per day per violation, or
- (b) The suspension of Owner's rights to use any Association Property for a period not to exceed thirty (30) days per violation, or

(c) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorneys' fees and court costs.

Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner in the manner specified in Section 11.04 hereinbelow, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

3.10 DRAINAGE AND GRADING.

There shall be no interference with the established drainage patterns over any of the Property (including the Golf Course Property), except by Declarants, unless adequate provision is made for proper drainage and approved by the Architectural Committee. Any grading, fill or changes in elevation or other form of slope control on any property shall also be subject to approval by the ACC. An Owner shall be responsible for retaining any "cuts" or "fills" resulting from any such grading.

3.11 HAZARDOUS ACTIVITIES.

No activities shall be conducted on any Property and no improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the Property. No open fires shall be lighted or permitted on the Property except (a) in a contained barbecue unit while attended and in use for cooking purposes, (b) within a safe and well-designed interior fireplace, within outdoor fireplaces or within fire pits that have been approved by the Architectural Committee or (c) such campfires or picnic fires in Common Areas designated for such use by Declarants, or by the Association as to Association Property. The discharging of fireworks within the subdivision is expressly forbidden unless approved by the Board.

3.12 TEMPORARY STRUCTURES.

No tent, shack, trailer, mobile home or other temporary building, improvement or structure shall be placed upon the Property, except that temporary structures necessary for storage of tools and equipment during construction only, and for office space for architects, builders and construction foremen, and homes used for office space for sales agents or brokers during construction of improvement and sales of the Property, may be maintained with the prior approval of the Association or the Declarants and approval of applicable City of Lakeway rules, regulations, ordinance and any variances granted thereto, such approval to include the nature, size, duration and location of such structure. Declarants may utilize such temporary buildings or structures as it deems necessary to provide for the ongoing development or marketing of Flintrock at Hurst Creek or the operation of any facility or amenity in connection therewith.

3.13 MINING AND DRILLING.

No Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.14 VEHICLES AND VEHICLE PARKING.

The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to Flintrock at Hurst Creek Rules, which may regulate, prohibit or limit the use thereof within specified parts of Flintrock at Hurst Creek. In addition to the foregoing, and without limiting the generality thereof, the parking of vehicles of any type or description overnight on the street is not permitted. All vehicles must be parked in the driveway or stored in garages. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced, repaired or stored on the Property, except in an enclosed building.

3.15 ANIMALS.

No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on the Property. The keeping of ordinary household pets such as dogs and cats is allowed, however, no breeding, raising, or boarding of such pets for commercial purposes is permitted. No poultry may be kept on the Property. Animals shall be kept under control at all times and, when not upon the Owner's premises, shall be restrained by a leash or under the direct control of the Owner. No animal shall be allowed to roam or run at large. No pet shall be permitted to leave its droppings on any portion of the Common Areas, and the owner of such pet shall immediately remove the same. Pets shall be registered, licensed and inoculated as required by law. **EACH OWNER BY ACCEPTANCE OF A DEED TO HIS OR HER RESIDENCE, HEREBY WAIVES ANY AND ALL CLAIMS AGAINST AND POTENTIAL LIABILITY OF THE DECLARANTS, THE ASSOCIATION, THEIR AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS, AND HEREBY RELEASES ANY AND ALL CLAIMS AGAINST AND POTENTIAL LIABILITY OF THE DECLARANTS, THE ASSOCIATION, THEIR AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS, FOR DAMAGE OR INJURY TO OR LOSS OF ANY PETS OR PERSONAL PROPERTY OR FOR THE RECOVERY THEREOF RESULTING FROM THE EXERCISE OF REMEDIES PROVIDED HEREIN. EACH OWNER SHALL INDEMNIFY AND HOLD HARMLESS DECLARANTS, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING OUT OF ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY A PET OWNED OR CARED FOR BY SUCH OWNER.**

3.16 PRIVATE WAYS.

Declarants, and each Owner, are hereby granted a nonexclusive easement to use the private ways located within Flintrock at Hurst Creek for the purposes of walking thereon or traveling thereon

by appropriate means. Declarants and each Owner may permit guests and invitees to use the private ways within the development for such purposes. The rights and easements herein granted shall be appurtenant to and assignable with the Property with respect to which it is granted, except for the rights herein granted to Declarants, but shall not otherwise be assignable. Use of private ways shall be subject to Flintrock at Hurst Creek Rules. Declarants or Board may grant free access on private ways to police, fire, and other public officials, to employees of utility companies serving Flintrock at Hurst Creek, and to such other persons to whom Declarants or the Board believes access should be given for the benefit of the residents of Flintrock at Hurst Creek. Declarants may use the private ways for their own purposes and for the purpose of location of utilities thereon. The rights hereby granted shall not be taken or intended to dedicate private ways to the public and the private character of such ways shall be maintained. No dedication of any such ways to the public shall be accomplished except by written instrument, signed by all the Owners, affected thereby, and filed of record in the Deed Records of Travis County, Texas, clearly evidencing such intention.

3.17 UNSIGHTLY ARTICLES.

No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot, Unit or Multi-Family Site so as to be visible from adjoining property or public or private streets. Without limiting the generality of the foregoing, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

3.18 PROHIBITED USE.

No use shall be permitted on the Property that is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the City of Lakeway or other controlling public authority. Each Owner, occupant or other user of any portion of the Property at all times shall comply with this Declaration and the guidelines and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property.

3.19 QUIET ENJOYMENT.

No portion of the Property shall be used, in whole or in part, for the storage of any personal property that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition

that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners. No noxious, illegal, or unreasonably offensive activity shall be carried on upon any portion of the Property, nor shall any unreasonable act be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. The standard for determining whether a breach of Quiet Enjoyment has occurred will be the sole discretion of the Board.

3.20 CLOTHESLINES, GARBAGE CANS, TANKS, ETC.

All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, playground equipment and other similar items on the Property shall be located or screened so as to be concealed from view of neighboring residences, streets and property located adjacent to the property upon which such items are located. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

3.21 TIMESHARING.

No Single Family Property shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Single Family Property rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Single Family Properties which it owns.

3.22 SEPTIC SYSTEMS.

Septic tanks and drain fields are prohibited on the Property, unless otherwise approved by the ACC.

3.23 TREE REMOVAL.

No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC or the City of Lakeway.

3.24 ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS.

No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculpture, fountains, and similar items must be approved by the ACC.

3.25 ON-SITE FUEL STORAGE.

Except for the propane storage and distribution systems serving Flintrock at Hurst Creek, no on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property

except that up to five (5) gallons of fuel may be stored on each Single Family Property in a container designed for fuel storage for emergency purposes and operation of lawn mowers and similar tools or equipment. Owners shall take all necessary precautions to prevent combustion of such stored fuel. The Association and a golf course facility, if any, shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

3.26 LAWS AND ORDINANCES.

Every Owner and occupant of the Property, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

ARTICLE IV. RESIDENTIAL RESTRICTIONS

4.01 RESIDENTIAL AREAS.

All Property within any residential area shall be improved and used solely for residential use (area zoned for residential use or shown on the current land use plan as residential use), except as otherwise may be approved by the City of Lakeway.

4.02 IMPROVEMENTS AND USE.

(a) No single-family Lot or Unit shall be improved or used except by a dwelling or structure designated to accommodate no more than a single family, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence.

(b) No Multi-Family Site shall be improved or used except as a condominium building or for single-family residential purposes.

4.03 RENTAL OR LEASING.

Nothing in this Declaration shall prevent the rental or leasing of property within a residential area by the Owner thereof for residential purposes. For the purposes of this section, "Rental or Leasing" is defined as regular, exclusive occupancy of a Single Family Property by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. Single Family Properties may be rented or leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of the property or assignment of leases unless prior written approval is obtained from the Board. No transient tenants may be accommodated in a Single Family Property. All leases shall be in writing and shall be for an initial term of no less than one hundred eighty (180) days, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the

lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

4.04 MINIMUM YARDS/SETBACKS.

Setback requirements for each Lot are established by the recorded final Plat as approved by the City of Lakeway. The following is a summary of the applicable Building Setback lines provisions:

1. Interior Lots

- Front Setback – the greater of the setback shown on the recorded plat or twenty-five feet (25’).
- Side Setback – shall be as shown on the recorded plat, and if not shown, a minimum of five feet (5’) on interior Lots.
- Rear Setback – a minimum of ten feet (10’) on interior Lots and twenty-five feet (25’) on Golf Course Lots.

2. Corner Lots

- Front Setback – the greater of the setback shown on the recorded plat or twenty-five feet (25’).
- Side Setback – shall be as shown on the recorded plat, and if not shown, a minimum of five feet (5’) on the interior lot side and twenty-five feet (25’) on any side along a street.
- Rear Setback – a minimum of ten feet (10’) on interior Lots and twenty-five feet (25’) on Golf Course Lots.

3. Measurement. Compliance with building setback requirements will be determined by measurement of the distance from property lines of the Lot or Unit to the closest building extremity, including overhangs, gables, chimneys, or other portion of the building or structure being affected by such measurement.

4.05 SIDEWALKS.

All sidewalk construction must be approved by the ACC. Sidewalks shall be consistent with the overall design of the Property and uniform in material, width and appearance with the sidewalk criteria established by the ACC. The front sidewalk required by the City of Lakeway must be broom-finish concrete. Corner Lots will have a City of Lakeway required sidewalk of broom-finish concrete along the front and side streets. Other walkways must be of exposed aggregate concrete (utilizing integral coloring) or embossed or stained concrete, colored concrete, flagstone, or appropriately colored interlocking concrete pavers.

4.06 FENCING.

The following materials are not permitted for use in fences on the Property: galvanized chain link, barbed wire, plywood, chain and bollard, wood or wood picket, brick, adobe, wood railway ties, or similar fencing materials. All fences on the Property must comply with the City of Lakeway requirements and variances thereto granted to Flintrock at Hurst Creek, and must meet

the fencing requirements contained in the ACC's design guidelines, as same may be amended from time to time. Any fence located on the property line between a Lot and the Golf Course Property must comply with the provisions of Paragraph 6.03.

4.07 TEMPORARY CONSTRUCTION EASEMENTS.

The Owner of a Lot or Unit upon which a dwelling unit is to be constructed with an exterior wall upon, or within five feet (5') of, an adjacent Lot or Unit is hereby granted a temporary construction easement upon the next adjacent five feet (5') of such adjacent Lot or Unit for the purpose of carrying on reasonable and necessary construction activities in connection with the construction of such dwelling unit, provided, however, that (a) no such easement shall be effective for a period of more than six (6) months from the beginning of construction of said dwelling unit, and (b) the rights hereby granted shall not authorize the destruction or removal of any improvements, including landscaping or natural vegetation, located upon such adjacent Lot or Unit. The Owner utilizing such temporary construction easement shall restore the area thereof to its previous condition and shall be responsible for all cleanup made necessary by such use.

Notwithstanding the foregoing, no such easement shall exist once a dwelling unit, or other vertical construction, is placed upon the easement area of the adjacent Lot or Unit.

4.08 REPAIR EASEMENTS.

Each Owner of a constructed dwelling unit whose exterior wall is within five feet (5') of the next adjacent Lot or Unit shall have a perpetual easement on the next adjacent five feet (5') of said adjacent Lot or Unit for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair the exterior wall or dwelling unit of such Owner. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform necessary maintenance.

4.09 EASEMENTS FOR GOLF COURSE LOT FENCING.

There are hereby reserved to the Declarants, the Association, and the designees of each, and each Owner of a Golf Course Lot (a Lot sharing a common property line with the Golf Course Property) or Unit, non-exclusive easements for:

(a) the installation, maintenance, repair, removal, and replacement of the Golf Course Fence, over and across those portions of any Golf Course Lot or Unit lying within two (2) feet of the common property line of Golf Course Lots or Units or Association Property and the Golf Course Property, as such boundaries may exist and change from time to time (the "Golf Course Fence Easement Area"); and

(b) ingress and egress over the ten (10) feet of each Golf Course Lot or Unit or Association Property that abuts its common property line with the Golf Course Property, as reasonably necessary to obtain access to the Golf Course Fence Easement Area for such purposes.

Such easement shall include the right to disturb existing landscaping within the Golf Course fence easement area, to dig holes, and to temporarily pile dirt upon the area adjacent thereto provided the area is restored to a neat and attractive condition, including the replanting of grasses and landscaping and the restoration of any damage to the Golf Course Property, as soon as reasonably possible after completion of the activities authorized hereunder. Nothing herein shall obligate the Declarant or the Association to install any perimeter fencing, walls or landscaping in any perimeter area.

4.10 CROSS-DRAINAGE EASEMENTS.

Each Lot and Unit shall be burdened with a perpetual, nonexclusive easement over that portion of the Lot or Unit which is not improved with structures, for the purpose of drainage of stormwater runoff from any portion of the Property; provided, no person, other than the Declarants shall alter the drainage of stormwater from any Lot or Unit so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Property without the consent of the the ACC, and the Declarant as long as it owns any property subject to the Master Declaration. Notwithstanding the foregoing, any drainage alterations that unreasonably increases stormwater flow onto the Golf Course Property must first receive written approval of the Golf Course Owner.

4.11 EASEMENTS FOR STORMWATER RUNOFF.

The Property is subject to an easement in favor of Declarant or the Association, as the owner of the Common Area, and the neighboring properties for the natural or controlled flow of stormwater across the Property; provided, this Section shall not permit changes to the existing stormwater flow without the approval of Declarant.

4.12 EASEMENTS TO SERVE ADDITIONAL PROPERTY.

Declarant hereby reserves for itself and its authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of any area within the Property This easement includes, but is not limited to, a right of ingress and egress over the Common Area for connecting and installing utilities on such property. The Declarant, its agents or employees exercising such easement shall be responsible for any damage caused to the Common Area or any Lot or Unit as a result of the exercise of such easement.

4.13 EASEMENTS FOR ENCROACHMENT.

The Declarant hereby creates, for the benefit of each Lot and Unit and each portion of the Common Area, reciprocal easements for encroachment due to the unintentional placement or the settling or shifting, of the structures or improvements on such Lot or Unit or portion of the Common Area, and for maintenance and use of any encroaching structure or improvement, except that no easement for encroachment shall exist:

- (a) for any structure or improvement constructed in violation of this Declaration;

(b) beyond a distance of three (3) feet, as measured from any point on the common boundary line along a line perpendicular to such boundary; or

(c) if such encroachment occurred due to reckless, willful and knowing conduct on the part of, or with knowledge and consent of, the person claiming the benefit of such easement.

4.14 EASEMENTS OF SUPPORT.

Every portion of a Lot or Unit contributing to the support of an abutting Lot or Unit shall be burdened with an easement of support for the benefit of such abutting Lot or Unit.

4.15 MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS.

The minimum square footage of heated space within the frame line of any residence permitted on a Lot or Unit shall be at least 2,600 square feet in Phases 1 and 2, 1,800 square feet in Phase 3, and 2,800 square feet in Phases 4, 5, 6 and 7. The calculation shall be to the outside edge of any masonry wall and include the masonry ledge.

4.16 MASONRY REQUIREMENTS.

Residences, whether located on interior or corner Lots or Units, shall have a minimum of one hundred percent (100%) of their exterior walls of stone or masonry construction. Computation of the percentage is to be determined by the ACC guidelines, which are incorporated by reference herein.

4.17 MATERIALS – EXTERIOR SURFACES.

All exterior surface materials shall harmonize with the natural landscape and must comply with the Design Guidelines and be approved by the ACC.

4.18 BUILDING HEIGHTS.

The building height on any Lot or Unit 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 Unit, 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 or Unit.

4.19 ROOFING TYPE, MATERIALS, SLOPE AND OVERHANG.

(A) Slope. Roof pitches and overhangs will vary as dictated by architectural design. Roof slopes shall be no less steep than 4:12 (4 feet vertical to 12 feet horizontal) pitch with a

maximum pitch of 12:12. Residences on Lots or Units in areas of tall trees are encouraged to have pitches that are closer to the maximum allowable pitch. Flat roofs are prohibited unless otherwise approved by the ACC.

(B) Type. The predominate roofs shall be either shed, gable, and/or hip.

(C) Overhangs. Overhangs are recommended to extend a minimum of twelve inches (12"), unless otherwise approved by the ACC.

(D) Materials. Roof surfacing materials are an important visual element of overall house design, and roof surfacing materials must comply with the ACC design guidelines. The following materials shall not be permitted: wood shingles or wood shakes or asphalt shingles.

4.20 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 shall not exceed five feet (5') in height. Retaining walls as an extension of the residence shall not exceed ten feet (10') in height.

4.21 LANDSCAPING.

The goal in the development of the Property and the development of the individual Lots and Units is to preserve the beauty and character of the Property's natural existing vegetation while permitting attractive, landscaped areas. Water conservation should be considered in all designs. Trees and plants native to or adaptable to the Texas Hill Country environment are recommended. No more than sixty percent (60%) of the Lot may be impervious cover. The remainder will be sodded grass or beds. All areas of the Lot or Unit disturbed by construction shall be replanted per the approved landscape plan. Ground cover material within the building site surrounding each residence shall also be from plants native to or adaptable to the Texas Hill Country environment or approved grasses. Owner shall be responsible for irrigating newly planted areas to insure survival. Sprinkler systems are required for the front and side yards of all Lots and Units. Golf Course Lots and Units shall also have irrigated back yard.

4.22 GARAGES.

Each residence shall contain parking spaces within the Lot or Unit 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. All garage doors must remain closed when garages are not in use. Carports are not permitted. All garages must comply with the ACC's design guidelines and City of Lakeway requirements.

4.23 SWIMMING POOLS, TENNIS AND OTHER SPORTS COURTS, ETC.

The initial or subsequent installation of a pool, hot tub, playscape, tennis or other sports court, playhouses or other such improvements shall require prior approval by the ACC.

4.24 PARTY WALLS AND PARTY FENCES.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction on the Lots or Units which shall serve and separate any two (2) adjoining Lots or Units shall constitute a "party wall" or "fence" and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, an Owner(s) who has received benefit from the party wall or fence may restore it. If the other Owner or Owners thereafter make use of the party wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Assessment by Association. If the Owners fail or are unable to repair or reconstruct a damaged or destroyed party wall or fence, then the Association shall have the right, but not the obligation, to repair or reconstruct such damaged or destroyed party wall or fence and to assess the costs associated with such repair or reconstruction to the Owners who receive benefit from such party wall or fence.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(f) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other. No director, officer, committee member or Member of the Association may participate as an arbitrator in any matter.

ARTICLE V. RECREATIONAL USES.

5.01 GOLF COURSE.

Original Declarant conveyed to Golf Course Owner the Golf Course Property so the Golf Course Owner could develop, operate and maintain the Golf Course, together with related club house, Golf Pro Shop, Snack Bar, golf cart rental and storage facilities, and other improvements and

services normally and customarily incident to the operation of a golf course, in Golf Course Owner's sole discretion. The operation, maintenance and construction of such facilities and services shall not be deemed, in any manner whatsoever, to be in conflict with any of the residential restrictions or other conditions, covenants or limitations contained in this Declaration, or in any supplements or amendments filed hereto.

5.02 ADDITIONAL RECREATIONAL AREAS.

The annexation of future properties to Flintrock at Hurst Creek, as permitted by Article II hereof, and which may include additional club houses or properties used for and devoted to resort, hotel or other recreational uses shall not be deemed as commercial uses of such property, but shall be deemed, for purposes of this Declaration, as additional recreational uses of such property by Declarants and not in violation or contradiction of any of the terms of this Declaration, or any future amendments or supplements hereto. Likewise, Declarants' ownership, operation, use, or maintenance of the golf course, or facilities for golf, tennis, swimming, hotels, marinas, or other resort operations shall not be considered as "commercial" uses for purposes of this Declaration, but shall be deemed additional recreational uses of property within Flintrock at Hurst Creek. No owner, occupant, guest or invitee of additional property annexed pursuant to Article II of this Declaration shall have ownership, use or other rights with respect to the Golf Course, the Golf Course property or any improvements constructed thereon, unless agreed to by Golf Course Owner pursuant to a separate written agreement. No Owner (other than the Golf Course Owner) or any other Person shall have any rights in any real property, golf facilities or improvements that are, or may in the future be, owned, leased, constructed, developed, managed, operated by, or otherwise related to, Golf Course Owner or any of its affiliates, except as set forth in a separate written agreement between Golf Course Owner and any such Person.

ARTICLE VI. GOLF COURSE COVENANTS, CONDITIONS AND RESTRICTIONS.

6.01 GOLF COURSE PLAY EASEMENT.

There is hereby granted to the Golf Course Owner, along with its servants, independent contractors, agents, employees, members, guests, and invitees (collectively, the "Golf Course Users"), a nonexclusive easement over and across the Property for the following purposes (the "Golf Course Easement"):

- (a) Retrieval of golf balls, including the right to enter on the Property and any Lot or Unit created thereon, for that purpose, provided the right to retrieve golf balls shall only extend to any unfenced portions of the Property or Lots or Units, and the person retrieving the golf balls shall do so in a reasonable manner and at their own risk and will repair any damage caused by entry onto the Property or Lot or Unit to retrieve the golf ball;
- (b) Flight of golf balls, as part of the normal play of golf on the Golf Course, over, across, and upon the Property;

- (c) Doing of every act necessary and incident to the playing of golf and other recreational activities incidental to golfing on the Golf Course, including, but not limited to, the operation of lighting facilities for operation of driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities,
- (d) Creation of noise related to the normal maintenance and operation of the Golf Course, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening; and
- (e) An easement for the over spray of herbicides, fungicides, pesticides, fertilizers, and water (collectively "Sprays") over portions of the Property located adjacent to the Golf Course, provided that the use of all such Sprays shall conform to their recommended specifications and shall not violate any applicable environmental laws, both state and federal.

6.02 WAIVER AND RELEASE

DECLARANTS AND EACH AND EVERY SUBSEQUENT OWNER OF ALL OR PORTIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, AN OWNER OF ANY LOT OR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT THE EXISTENCE OF A GOLF COURSE ON THE GOLF COURSE PROPERTY IS BENEFICIAL AND HIGHLY DESIRABLE; HOWEVER, EACH SUCH OWNER ACKNOWLEDGES AND AGREES THAT PORTIONS OF THE PROPERTY LOCATED ADJACENT TO THE GOLF COURSE ARE SUBJECT TO THE RISK OF DAMAGE OR INJURY DUE TO ERRANT GOLF BALLS AND CERTAIN EASEMENTS FOR THE BENEFIT OF THE GOLF COURSE. DECLARANTS AND EACH SUBSEQUENT OWNER OF ALL OR PORTIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, AN OWNER OF ANY LOT OR UNIT, THEIR SUCCESSORS AND ASSIGNS, HEREBY, WAIVES, RELINQUISHES, DISCHARGES AND COVENANTS NOT TO SUE WITH RESPECT TO ANY CLAIM RELATED TO, ASSUMES THE RISK OF DAMAGE AND INJURY ARISING FROM, AND HEREBY RELEASES GOLF COURSE OWNER AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FOR ANY AND ALL LIABILITY FOR DAMAGE OR INJURY CAUSED BY ERRANT GOLF BALLS IN, ON, OR AROUND THE PROPERTY, ARISING FROM, DIRECTLY OR INDIRECTLY, GOLF BALLS FLYING, LANDING, HITTING, OR RESTING IN OR AROUND THE PROPERTY. THE ABOVE WAIVER, COVENANT, AND RELEASE SHALL NOT BE CONSTRUED TO EXTEND TO THE RELEASE OF THE GOLFER WHO ACTUALLY HITS AN ERRANT GOLF BALL. IN ADDITION, NEITHER DECLARANTS, NOR THE GOLF COURSE OWNER SHALL BE LIABLE FOR ANY INJURY OR FOR DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY THE ELEMENTS OR GOLF COURSE OWNER RESULTING FROM ANY RAIN OR ANY SURFACE WATER, OR OTHER DRAINAGE, WHICH MAY LEAK OR FLOW FROM ANY PORTION OF THE GOLF COURSE PROPERTY, OR CAUSED BY ANY PIPE, PLUMBING, DRAIN, CONDUIT, APPLIANCE, EQUIPMENT, SECURITY SYSTEM, OR UTILITY LINE OR FACILITY WHICH IS THE RESPONSIBILITY OF THE DECLARANTS OR THE GOLF COURSE OWNER.

6.03 GOLF COURSE FENCING RESTRICTIONS.

No Owner of land within the Property shall construct a fence or enclosure located along or next to the boundary lines between the Golf Course and the Property, except in compliance with the Golf Fence Criterion. The "Golf Fence Criterion" shall mean the specifications set forth on Exhibit D attached to the Declaration. Upon request, the Golf Fence Criterion shall be made available to all Owners or prospective Owners of land within the Property. The Golf Fence Criterion shall be subject to change only by written agreement of the City of Lakeway Board or Commission having jurisdiction over such matters, the Golf Course Owner and the Single Family Declarant and their respective successors and assigns, provided such changes shall not affect any fences existing at the time such changes become effective. Golf Course Owner shall have no obligation or responsibility to construct or pay any costs associated with any portion of the Golf Course Fence.

6.04 GOLF COURSE SETBACKS.

There shall be a minimum setback of twenty-five feet (25') from the boundary between the Property and the Golf Course Property into the Property in which only landscaping and no structures (including, without limitation, houses, garages, pools, spas, cabanas, patios, playscapes, tennis courts, and basketball courts) can be installed or constructed.

6.05 MANDATORY SOCIAL MEMBERSHIPS

Each Lot or Unit shall carry with it the requirement that the Owner of such Lot or Unit ("Lot or Unit Owners") shall be required to become a Social Member in the Club requiring payment of the established social monthly dues. Each Lot and Unit is burdened by this mandatory Social membership requirement, and if one Owner owns two (2) or more Lots or Units (or one or more of each), such Owner must pay dues and other charges related to a Social memberships for each Lot or Unit owned. Each Lot or Unit Owner will be required to complete a membership application and will be subject to the Rules, Regulations and Bylaws of the Club. Corporate ownerships, and all other matters relating to the requirement set forth in this Section 6.05 shall be governed by the Rules, Regulations and Bylaws of the Club, including but not limited to matters and policies affecting the maintenance, disposition, transfer or expiration of such memberships. Each Lot or Unit Owner shall maintain his membership in good standing at all times during his ownership of Property in Flintrock at Hurst Creek, and shall (1) pay when due all dues, assessments and other fees charged by said Club, and (2) abide by any and all Rules, Regulations and Bylaws adopted by it. The residential Lot or Unit Owner shall be required to activate the social membership and to commence paying the membership social dues no later than ninety (90) days after the date (i) the Lot or Unit is purchased by the Lot or Unit Owner, or (ii) the home is occupied, as applicable. The builder Lot or Unit Owner who purchases the Lot or Unit for resale shall be required to activate the social membership and commence paying the social dues no later than one (1) year from the date the builder acquires the Lot or Unit. Any Lot or Unit Owner may elect to upgrade to a higher classification of membership in the Club, subject to availability, and to the payment of the then-current initiation fees and applicable dues for the classification of membership selected. The Golf Course Owner shall have the right to collect and/or enforce the collection of dues, fees, or charges owed by Lot or Unit Owners hereunder.

The Golf Course Owner may secure the payment of such dues, fees, or charges due to the Golf Course Owner by filing a lien against the Lot or Unit of any Lot or Unit Owner that fails to pay such dues, fees, interest, or other charges to the Golf Course Owner in accordance with the Rules, Regulations and Bylaws of the Club.

6.06 NO RIGHTS TO CLUB

No Owner (other than Golf Course Owner) shall have any proprietary rights, equity rights, right of first refusal, prescriptive easements, or Property rights of any nature in the Club or the Golf Course, only a revocable "license to use" the Club facilities subject to the terms and conditions in the Club Bylaws, Club Membership Application for the type of membership purchased by the Owner, and the Rules and Regulations of the Club.

6.07 GOLF COURSE VIEW IMPAIRMENT

Neither the Declarants nor the Golf Course Owner guarantee or represent that any view over and across the Golf Course from Lots or Units will be preserved without impairment. The Golf Course Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course, as well as to construct safety or security-related improvements such as fences and screens, from time to time. In addition, the Golf Course Owner may, in its sole and absolute discretion, change the location, configuration, size, and elevation of tees, bunkers, fairways and greens, or holes on the Golf Course from time to time. Any such additions, improvements or changes to the Golf Course may diminish or obstruct any view from the Lots and Units. Declarants, Golf Course Owner, all Lot and Unit Owners and any other Owners of any portion of the Property expressly acknowledge and agree that there shall be no express or implied easements for view purposes or for the passage of light and air for the benefit of any portion of the Property.

6.08 INTERFERENCE WITH GOLF COURSE

Lot and Unit Owners adjacent to the Golf Course areas, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would distract from the golf play on the Golf Course. Such prohibited activities shall include, but not be limited to, maintenance of dogs or other pets under conditions which interfere with Golf Course play, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the Golf Course, picking up balls, or similar interference with golf play. Lot and Unit Owners, as well as their families, tenants, guests, invitees and pets, shall have no right of vehicular or pedestrian access to the Golf Course Property, including without limitation no access for the right of jogging or other exercise activities.

6.09 APPLICABILITY OF COVENANTS, CONDITIONS AND RESTRICTIONS

Except as set forth in Paragraph 5.01 and Paragraphs 6.01 – 6.09 herein, the covenants, conditions and restrictions set forth herein shall not affect or bind the Golf Course Property. The Golf Course Property shall not be subject to assessment or to the payment of any other charges, costs or fees to the Association. The Golf Course Property shall be separate and distinct from the

Property and the Association and shall be governed by its own membership application process, rules and regulations and bylaws. The provisions set forth in Paragraph 5.01 and Paragraphs 6.01- 6.09 herein shall not be modified or amended without the prior written consent of the Golf Course Owner.

ARTICLE VII. FLINTROCK AT HURST CREEK PROPERTY OWNERS' ASSOCIATION, INC.

7.01 ORGANIZATION.

Flintrock at Hurst Creek Property Owners' Association, Inc. is a nonprofit Texas corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation of Subassociations, by provision therefor in Supplemental Declarations executed and recorded by Declarants, or as to lands owned by a Subdeveloper, by Declarants and such Subdeveloper, to own, develop, assess, regulate, operate, maintain or manage portions of Flintrock at Hurst Creek subject to such Supplemental Declarations or to own, develop or control portions thereof for the common use or benefit of Owners and occupants of lands or condominium units in the portions of Flintrock at Hurst Creek subject to such Supplemental Declarations.

7.02 MEMBERSHIP.

Only the Owners defined in Subparagraphs (1) and (2) of Section 7.03(A) hereinbelow, and Declarants, shall be Members of Flintrock at Hurst Creek Property Owners' Association, Inc. provided, however, that no person shall be a member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner as defined in the preceding sentence shall automatically be a Member of the Association without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the Property interest ownership which qualifies the owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Property interest, ownership of which qualifies the Owner thereof for membership, and then only to the transferee of title to said Property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

7.03 VOTING RIGHTS.

(A) Entitlement.

The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the members shall be calculated as follows: .

(1) The Owner, including Declarants, of each Lot shall have one vote for each such Lot, and

(2) Except as otherwise set forth herein, the Owner, including Declarants, of each Unit in a Multi-Family Site shall have one vote for each such Unit.

(B) Declarants' Additional Votes.

In addition to those votes to which they may be entitled under Subsection (A) above, Declarants shall also have and be entitled to (1) an additional three (3) votes for each vote outstanding in favor of any other person, other than Declarants, under said Subsection (A) above, and (2) three (3) votes for each Lot or Unit, owned by Declarants, Subdevelopers or builders and located within the limits of the Property, whether or not now included or later annexed pursuant to the provisions of Article II of this Declaration. At such time as the aggregate number of Lots or Units owned by persons other than Declarants, Subdevelopers or builders total, in the aggregate ninety-five percent (95%) of the total number of Lots or Units in the Property, Declarants' right to the additional votes authorized under this Section 7.03(B) shall cease to exist and thereafter Declarants shall have only the votes, if any, to which they are entitled under Subsection (A) above. Each Declarant shall be entitled to cast the votes for those Lots or Units owned by or attributable to said Declarant pursuant to this Declaration.

(C) Joint or Common Ownership.

Any Property interest, entitling the Owner(s) thereof to vote as herein provided, held jointly or in common by more than one person shall require that the Owner(s) thereof designate, in writing, the individual person or Owner who shall be entitled to cast such vote(s) and no other person shall be authorized to vote in behalf of such Property interest. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

(D) Proxy Voting.

Any Owner, including Declarants, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association, but no such proxy shall be valid for a period greater than eleven (11) months.

(E) Cumulative Voting.

The cumulative system of voting shall not be allowed.

(F) Declarants' Control Period.

(1) Declarants shall have exclusive authority to elect a majority of the Association Board of Directors until the Declarants, Sub-developers and builders have sold ninety-five percent (95%) of the total number of Lots or Units authorized to be developed for all of their collective properties to persons other than the Declarants, Subdeveloper or builders (the "Declarant Control Period" or "Declarants Control Period"). The Declarants' Control Period will be determined collectively as to all entities constituting a Declarant, Subdeveloper or builder hereunder and continues until all Declarants, Sub-developers and builders have sold ninety-five percent (95%) of the total number of Lots or Units in the Property. The Association Bylaws will contain a provision providing for the Declarants to elect a majority of the Association Board of Directors during the applicable Declarants' Control Period. Such Bylaw provision may not be amended during the Declarants' Control Period without Declarants' prior written consent. Notwithstanding anything to the contrary in this Declaration, no Subdeveloper or builder shall be entitled to vote as a result of owning a Lot or Unit until it holds a Certificate of Occupancy issued by the appropriate governmental authority or agency for such Lot or Unit, and until such time all voting rights shall be retained by Declarants.

(2) During the Declarants' Control Period, both HPK Ventures, LTD. (Original Declarant) and Flintrock Ltd. (Single Family Declarant) shall have equal representation on the majority component of the Board. Notwithstanding anything herein to the contrary, until such time as a Declarant has sold ninety-five percent (95%) of the total number of Lots or Units in its portion of the Property to persons other than builders or Subdevelopers, then such Declarant shall have the right, in its sole and absolute discretion, to veto any Association Board action that directly affects the planning, design, construction or development of its portion of the Property, other than Assessments. A Declarant's veto must be exercised within ten (10) days after it receives notice of the Board's action.

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

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

(G) Leased Property. If a Lot or a Unit is leased pursuant to Section 4.03 herein, the Owner shall retain the right to vote as described in this Article VII.

7.04 MEETINGS.

There shall be an annual meeting of the Members of the Association on the third Thursday in January of each year at the principal office of the Association or such other regular annual date as the Board shall establish. Except as provided in the next sentence, no notice need be given of said annual meeting. Said annual meeting may be held at such other reasonable place or time as may be designated by written notice by the Board or by written notice signed by Owners having

one-fifth (1/5) of the total votes outstanding, computed as provided in Section 7.03 hereinabove, delivered not less than ten (10) days or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each member as his address appears on the books of the Association.

(A) Quorum.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding (computed as provided in Section 7.03 hereinabove) shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such adjourned meeting.

(B) Presiding Officer.

The Chairman of the Board, or in his absence the Vice Chairman, shall call meetings of members to order and act as chairman of such meetings. In the absence of both officers, any member entitled to vote or any proxy of any such member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Association, or in his absence the Assistant Secretary shall act as Secretary of such meetings and in the absence of both officers, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

(C) Vote Necessary.

Except as provided otherwise in Sections 8.03 (Reconstruction), 11.01 (Terms), and 11.02 (Amendment) of this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.

7.05 DUTIES OF THE ASSOCIATION.

Subject to and in accordance with Flintrock at Hurst Creek Restrictions, the Association shall have and perform each of the following duties for the benefit of the members of the Association.

(A) Association Property.

(1) Ownership and Control. To accept, own, operate and maintain all private streets and rights-of-way, culverts, bridges, and all Common Areas which may be conveyed or leased to it by Declarants, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other Property, real and personal, conveyed or leased to the Association by Declarants.

(2) Dissolution. To pay over or convey, upon dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as may be amended from time to time.

(3) Repair and Maintenance. To maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association.

(4) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(B) Insurance.

To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount without limiting the generality of the preceding sentence, such policies of insurance shall include:

(1) Fire and extended coverage insurance on all improvements owned by or leased to the Association, the amount of such insurance to be not less than ninety percent (90%) of their aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Association and mortgagees, as their interest may appear. As to each such policy, the Association hereby waives and releases all claims against the Board and Declarants, and the officers, agents and employees of each, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but such waiver shall not extend to acts of gross neglect or willful misconduct. If the foregoing exculpatory clause is held to be invalid, then the liability of the insurance company shall be primary, and the liability of the Board, Declarants, and the officers, agents, and employees of the Board and of Declarants shall be secondary.

(2) Bodily injury liability insurance, with limits not less than Five Hundred Thousand and No/100 Dollars (\$500,000) per person and One Million and No/100 Dollars (\$1,000,000) per occurrence and property damage liability insurance of not less than Fifty Thousand and No/100 Dollars (\$50,000) per occurrence, insuring against liability for death, bodily injury or property damage arising from activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above shall name as separately protected insureds Declarants, the Association, the Board and each of its members, and the Manager (as defined in Section 7.06(C)), and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

(3) Worker's Compensation insurance to the extent necessary to comply with applicable laws.

(4) In addition to the other insurance required by this Section, the Board shall obtain, as expense of the association, workers' compensation insurance (if and to the extent required by law), directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual Base Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non renewal.

(5) Such other insurance, including indemnity and other bonds, as the Board shall deem necessary or expedient to carry out the Association functions.

(C) Flintrock at Hurst Creek Rules.

To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Flintrock at Hurst Creek Rules, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association property. Without limiting the generality of the foregoing sentence, such rules may set Assessments, dues, deposits, fines and fees, prescribe the regulations governing the operation and use of Association property, and permit and enforce speed and traffic controls, use of vehicle, and parking and safety restrictions, all in private ways and Common Areas within Flintrock at Hurst Creek. Each Member shall be entitled to examine such rules at any time during normal working hours at the principal office of the Association.

(D) Architectural Committee.

To appoint and remove members of the Architectural Committee as provided in Section 10.02 hereof, and to insure that at all times there is available a duly constituted and appointed Architectural Committee. The Board may incorporate such Committee as a Texas nonprofit corporation.

(E) Enforcement.

To enforce, in its own behalf and in behalf of all Owners, the covenants, conditions, and restrictions set forth in this Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions, and restrictions, and as assignee of Declarants; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of Flintrock at Hurst Creek Restrictions. The Board shall be authorized to institute litigation, settle claims, enforce liens and take such action as it may deem necessary or expedient to enforce the provisions of Flintrock at Hurst Creek Restrictions, provided however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarants, their successors or assigns.

(F) Financing.

To execute mortgages and deeds of trust, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association, and to accept lands, whether or not improved, from Declarants subject to such mortgages and deeds of trust. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarants or the Association. The mortgage, deed of trust, or other security interest given to secure repayment of any debt may consist of a first or second or other junior lien, as shall be deemed appropriate by borrower, whether Declarants or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such deed of trust or other security instrument may be retired from revenues generated by dues, use fees, Assessment of the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarants or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(G) Audit.

Any Member may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association by a Certified Public Accountant provided that such auditor inspection is made during normal business hours and without unnecessary interference with the operations of the Association.

(H) Other.

To carry out all duties of the Association as set forth in Flintrock at Hurst Creek Restrictions.

7.06 POWERS AND AUTHORITY OF THE ASSOCIATION.

The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times to do the following:

(A) Assessments.

To levy assessments as provided in Article IX, hereinbelow. An "Assessment" is defined as that sum which must be levied in the manner and against the Lots or Units set forth in Article IX hereinbelow in order to raise the total amount for which the levy in question is being made.

(B) Right of Entry and Enforcement.

To enter onto any Lot, Unit or Common Area, for the purpose of enforcing, by peaceful means, Flintrock at Hurst Creek Restrictions, or for the purpose of maintaining or repairing any area,

improvement or other facility to conform to Flintrock at Hurst Creek Restrictions. The Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of Flintrock at Hurst Creek Restrictions.

(C) Manager.

To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any of their duties, powers and functions to the Manager. The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(D) Legal and Accounting Services.

To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of Flintrock at Hurst Creek Restrictions, or Flintrock at Hurst Creek Rules, or in the performance of any other duty, right, power, or authority of the Association.

(E) Utility Services.

To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance for the property of the Association.

(F) Other Areas.

To maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, paths, trails, ponds, lakes, drainage facilities and other areas of Flintrock at Hurst Creek owned by or leased to the Association.

(G) Recreational Facilities

To own and operate any and all types of facilities for both active and passive recreation.

(H) Other Services and Properties.

To obtain and pay for any other property and services, including but not limited to fire protection, security, street lighting and emergency medical services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for, pursuant to applicable law, the terms of Flintrock at Hurst Creek Restrictions, this Declaration, or the Articles or Bylaws of the Association.

(I) Construction on Association Property.

To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as in this Declaration required.

(J) Contracts.

To enter into contracts with Declarants and with Sub-associations, Sub-developers, and other persons on such terms and provisions as the Board shall determine. As to any such contract into which the Association may enter with a Sub-association, the Association may make, establish and promulgate, and in its discretion may amend or repeal and reenact, rules of the kind described in Section 7.05(C) with respect to the Sub-association's property.

(K) Permits.

To obtain and hold any and all types of permits and licenses, and to operate any type of commercial enterprise, as long as that portion of the Property to which the license or permit applies is properly zoned for Commercial Use.

(L) Ownership of Property.

To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

(M) Subsidiaries.

To create a subsidiary or other association to perform the rights, powers, duties, obligations, or functions which might prevent the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association by the Declaration, or alternatively, the Association may retain the rights, powers, duties, obligations, or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association.

(N) Exterior Maintenance,

To enter on any Lot or Unit, whether improved or unimproved, and to repair, maintain, cleanup and restore such Lot and/or the exterior of any building or other improvements erected thereon, in the event any Owner of any Lot or Unit or improvement within Flintrock at Hurst Creek shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association. No such entry, repair, maintenance, or other action shall be taken pursuant to Section 11.09, until approval has been gained by a two-thirds (2/3) vote of the Board of the Association. Any costs or expenses incurred in connection with such exterior maintenance or cleanup of any Lot or Unit shall be added to and become a part of the assessment to which such Lot or Unit is subject. The Board shall be authorized to add all such costs to the next regular billing of assessments for such Lot or Unit.

(O) Diseased Trees.

To enter upon any part of Flintrock at Hurst Creek at any time to inspect for, prevent and control diseased trees and other diseased plant life and insect infestation of trees and other plant life; if any diseased or insect-infested trees or other diseased or insect-infected plant life are found, the Association may spray, trench around, remove diseased trees and other plant life, and take such other remedial measures as it deems necessary or expedient. The cost thereof applicable to privately owned property may be levied by the Association as a specific assessment against such property pursuant to Section 9.10 hereof.

7.07 INDEMNIFICATION

(A) Third Party Actions.

The Association shall indemnify any person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, owner, officer, employee, servant or agent of the Association or the Declarants acting on behalf of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding, if it is found and determined by the Board, or Court, that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(B) Derivative Actions.

The Association shall indemnify any person who was or is a party to any threatened, pending or completed action, suit or proceeding brought by or in the right of the Association by reason of the fact that such party is or was a director, owner, officer, employee, servant or agent of the Association or Declarants acting on behalf of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if it is found or determined that he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless (and only to the extent) the court in which such action, proceeding or suit was brought shall determine that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.

(C) Determination.

An indemnification which the Association has provided under Paragraph (A) or (B) of this Section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, owner, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraph (A) or (B) of this Section. Such determination shall be made (a) by the Board by a majority vote of directors who were not parties to such action, suit or proceeding, or (b) if obtainable, by independent legal counsel in a written opinion, provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph (A) or (B) of this Section, or in defense of any claim, issue or matter therein, then to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in Paragraph (A) or (B) of this Section.

(D) Payment in Advance.

Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in Paragraph (C) of this Section upon receipt of an undertaking by or on behalf of the director, owner, officer, employee, servant or agent of the Association or Declarant acting on behalf of the Association to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

(E) Insurance.

The Board may purchase and maintain insurance on behalf of any person who is or was a director, owner officer, employee, servant or agent of the Association or Declarant acting on behalf of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

(F) Other Coverage.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, Texas law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, owner, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VIII. ASSOCIATION PROPERTY.

8.01 USE.

Each Owner of a Lot or Unit in Flintrock at Hurst Creek, the members of his family who reside with said Owner, and each lessee of a Lot or Unit in Flintrock at Hurst Creek and the members of his family who reside with him shall be entitled to use the property of the Association subject to:

- (a) The provisions of Flintrock at Hurst Creek Restrictions, and each person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;
- (b) The right of the Association to charge reasonable Assessments, dues and use fees;
- (c) The right of the Association to suspend the rights to the use of any property of the Association by any member or lessee and their respective families, guests and invitees for any period during which any assessment against the member's property remains past due and unpaid, and, after Notice and Hearing by the Board, the right of the Association to invoke any remedy set forth above in Section 3.09 for any other infraction of Flintrock at Hurst Creek Restrictions;
- (d) The right of the Association to require that security deposits be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Association;
- (e) Such rights to use Association property as may have been granted by the Association or prior owners of property of the Association to others; and
- (f) Such covenants, conditions, and restrictions as may have been imposed by the Association or prior owners on property of the Association.

8.02 DAMAGES.

Each member and lessee described above in Section 8.01 shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his Owner or lessee thereof to use Association property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several. The amount of such damage may be assessed against such person's real and personal property on or within Flintrock at Hurst Creek, including the leasehold estate of any lessee, and may be collected as provided in Article IX below for the collection of Assessments.

8.03 DAMAGE AND DESTRUCTION.

In the case of destruction of or damage to Association property by fire or other casualty, the following rules shall apply:

- (A) Reconstruction - Minor,

If the cost of repairing or rebuilding does not exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000) in excess of the amount of the available insurance proceeds, then such insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency.

(B) Reconstruction -Major.

If the cost of repairing or rebuilding exceeds One Hundred Thousand and No/100 Dollars (\$100,000) in excess of the available insurance proceeds then such insurance proceeds shall be paid to the Association, to be held in separate trust for the benefit of the members, as their respective interests shall appear. The Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds. The Association may levy special assessments on the Members to make up any deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the Association property and such assessments and all insurance proceeds shall be paid to the Board to be used for such repairing or rebuilding. Such assessments shall be due on such dates as the Board of the Association may designate. The Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such assessments, by a pledge of or mortgage on any personal property owned by the Association or held by it in trust for the members, or on any other real property owned by the Association. If the members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up of the premises, shall be retained by the Association for use in performing its functions under this Declaration.

(C) Decision Not to Reconstruct.

If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly, but if the Members do not by such percentage, elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to Paragraph (A) or (B), as the case may be of this Section.

8.04 TRANSFER OF COMMON AREAS TO ASSOCIATION.

Declarants will transfer and convey to the Association all Common Areas within any developed phase in Flintrock at Hurst Creek upon completion of all development in such phase by Declarants. For purposes of this Section, the development of any phase shall be considered complete when the utilities have been installed, all streets paved and all landscaping, improvements or development of Common Areas, if any, has been fully completed and accepted by the applicable governmental authorities and the ACC.

ARTICLE IX. FUNDS AND ASSESSMENTS.

9.01 LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Each Owner of any Lot or Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) monthly assessments or charges, (b) special assessments, and (c) assessment benefiting specific areas, if any, such assessments to be established and collected as hereinafter provided. In addition to the foregoing, and where applicable, each such Owner is further deemed to covenant and agree to pay to the Association any assessment benefiting a specific area owned by such Owner as provided in Section 9.10 below. The monthly and special assessments, together with interest, costs and reasonable attorneys' fees, shall to the full extent permitted by law, be a charge of the land and the payment thereof shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

9.02 PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used to maintain, preserve and operate the Association Property for the benefit of the Members, and to carry out the powers, duties and functions of the Association as set forth in Article VII of this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, and maintaining and preserving said property as well as for the creation of reasonable reserves for future maintenance, preservation, operation and/or capital improvements or expansion of said property.

9.03 PROPERTY SUBJECT TO ASSESSMENT.

The Association shall levy:

- (a) One assessment against each platted Lot whether or not improved; and
- (b) One assessment against each Unit upon which construction has been completed.

9.04 EXEMPT PROPERTY.

No assessment shall be levied against Declarants' or Subdeveloper's platted, unsold Lots or Units, or any other property, whether or not platted or otherwise improved, held or owned by Declarants or Subdeveloper. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements occupied as a dwelling use shall be exempt from said assessments.

9.05 ASSESSMENT PRORATED.

Where the obligation to pay an assessment first arises after the commencement of the year or other period for which the assessment was levied, the assessment shall be prorated as of the date when said obligation first arose, in proportion to the amount of the assessment year or other period remaining after said date.

9.06 PERSONAL LIABILITIES.

Each Owner shall be personally liable for an assessment and the same shall become a lien against each Lot or Unit and all improvements thereon, and land upon which the same is situated. The Association may enforce payment of such assessments in accordance with the provisions of this Article.

9.07 FLINTROCK AT HURST CREEK MAINTENANCE FUND.

The Board shall establish a fund (Flintrock at Hurst Creek Maintenance Fund) into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to Flintrock at Hurst Creek Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

9.08 REGULAR ANNUAL ASSESSMENTS.

Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such Year in performing its functions under Flintrock at Hurst Creek Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves. Except in the case of special assessments as provided for herein, uniform and equal assessments sufficient to pay such estimated expenses shall then be levied if the sums collected prove inadequate for any reason, including nonpayment of any individual assessment, the Association may at any time, and from time to time, levy further assessments in the same manner as aforesaid. All such regular assessments shall be due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board, in its sole and absolute discretion, may designate.

9.09 SPECIAL ASSESSMENTS.

In addition to the regular annual assessments provided for above in Section 9.08, the Board may levy in any assessment year special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto.

9.10 ASSESSMENT BENEFITING SPECIFIC AREAS.

The Association shall also have authority to levy assessments against specific local areas and improvements which assessments shall be expended for the benefit of the properties so assessed. The assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and, therefore, the amount levied against each parcel of land or improvement need not be equal. Any such assessment shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article.

9.11 COMMENCEMENT AND COLLECTION OF MONTHLY ASSESSMENTS.

The Board shall fix the amount of the monthly assessments against each Lot or Unit at least thirty (30) days in advance of each January 1st, and shall fix the date such amounts shall become due. Notice of assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot or Unit has been paid.

9.12 NONPAYMENT: LIENS, REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such assessment, whether regular or special, assessed against any property plus interest on such assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lot and the improvements thereon, or Unit, as the case may be. Such lien shall be prior to any declaration of homestead. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, or (b) foreclose said lien against the Lot or Unit, or (c) both. No Owner may waive or otherwise escape liability for any assessment by nonuse of Association property, or any other Common Area or by the abandonment of any Lot or Unit. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.

9.13 MORTGAGE PROTECTION.

Notwithstanding any other provision of Flintrock at Hurst Creek Restrictions, no lien created under this Article IX or under any other article of this Declaration, nor any lien arising by reason of any breach of Flintrock at Hurst Creek Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust of first and senior priority or second and subordinate priority now or hereafter made in good faith and for value relating to purchase money or acquisition financing. However, after the foreclosure of any such first mortgage or deed of trust or after conveyance in lieu of foreclosure, such Lot or Unit shall remain subject to Flintrock at Hurst Creek Restrictions and shall thereafter be liable for all regular and special assessments levied by the Association.

9.14 EFFECT OF AMENDMENTS ON MORTGAGES.

No amendment of Section 9.13 of this Declaration shall affect the rights of any beneficiary whose mortgage or deed of trust has the first and senior priority as in Section 9.13 provided and who does not join in the amendment thereof, provided that such mortgage or deed of trust is recorded in the mortgage records of the Travis County, Texas, prior to the recordation of such amendment; provided however, that after foreclosure, or conveyance in lieu of foreclosure the property which was subject to such mortgage or deed of trust shall be subject to such amendment.

9.15 SUBORDINATION.

The lien for assessments provided for herein shall be subordinated to the lien of any first mortgage or second mortgage relating to purchase money or acquisition financing. Sale or transfer of any property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any property subject to assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall not be required to subordinate its lien to any form of home equity financing or improvement financing.

ARTICLE X. ARCHITECTURAL COMMITTEE.

10.01 NUMBER OF MEMBERS.

The Architectural Committee shall be the architectural and environmental control committee. It shall consist always of either three (3) or five (5) members. The initial members of the Committee shall be appointed by Declarants.

The Board may reduce the number of members of the Committee to three (3) and increase it to five (5) as often as it wishes. Each member of the Committee shall hold office until such time as he has resigned or has been removed and his successor has been appointed, as provided herein. Members of the Committee may be removed by the Board at any time without cause.

10.02 APPOINTMENT OF MEMBERS; VETO RIGHTS.

During the Declarants' Control Period, each of the Original Declarant and the Single Family Declarant shall have the exclusive right to appoint and remove all members of the Architectural Committee authorized for its respective portion of the Property. Notwithstanding the foregoing, during the Declarants' Control Period, appointees of both HPK Ventures, Ltd. and Flintrock, Ltd. shall have equal representation on any Architectural Committee authorized for the single family or multi-family portions of the Property. Until such time as a Declarant, Subdeveloper or builder has sold ninety-five percent (95%) of the total number of Lots or Units to persons other than the Declarants, Subdevelopers or builders, then such Single Family Declarant representative with respect to the Architectural Committee for the single family portion of the Property and such Original Declarant representative with respect to the Architectural Committee for the multi-

family portion of the Property, shall have the right, in their sole and absolute discretion, to veto any Architectural Committee action that directly and materially affects the planning, design, construction or development of the respective portion of the Property for which it serves as the Declarant; provided, however, that such representative's veto must be exercised within fifteen (15) days after it receives notice of the Architectural Committee's action. After the Declarants' Control Period has expired, the boards of directors for the respective associations shall have the right to appoint and remove all members of each such Architectural Committee without the consent of the respective Declarant. Notwithstanding the foregoing, the parties hereto acknowledge and agree that there shall be no Architectural Committee for the Golf Course Property and neither HPK Ventures, Ltd., Flintrock, Ltd. nor Flintrock at Hurst Creek Property Owners' Association, Inc., nor any other association or entity, other than the owner of the Golf Course Property, shall have any control whatsoever over the Golf Course Property, or any improvements constructed thereon.

10.03. ADOPTION OF RULES.

The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties. The rules may provide requirements and standards with respect to any and all matters with which the Architectural Committee is charged in this Declaration. A rule adopted by the Architectural Committee shall not be in effect until approved by the Board. The Architectural Committee may adopt procedural and substantive rules as provided herein not in conflict with this Declaration applicable to distinct areas of the Property. For example, separate Design Guidelines may be adopted for the Single Family Property, the Zero Lot Line Property, and for different phases of development of the Property.

10.04. POWERS AND DUTIES OF ARCHITECTURAL COMMITTEE.

The Architectural Committee shall have all powers and duties conferred or imposed upon it by this Declaration and all inherent powers necessary or proper in the performance of its duties, as set forth in this Declaration or its rules. In addition thereto, and without limiting the generality of the foregoing, the Architectural Committee shall have the following specific powers and duties:

- (a) To approve all Plans and Specifications for any improvements in Flintrock at Hurst Creek,
- (b) To review and inspect all construction or proposed construction in Flintrock at Hurst Creek,
- (c) To set such height elevations and setback requirements as it deems necessary or proper, in accordance with the City of Lakeway criteria,
- (d) To prescribe for any given section or area of development certain building or architectural restrictions, construction codes, methods of development, limitations on types of building materials, placement of structures, colors, standards and requirements for all aspects of construction, drainage requirements, or other similar restrictions or

limitations. To review and approve or disapprove Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Flintrock at Hurst Creek generally,

(e) To review and approve or disapprove Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features,

(f) To review and approve or disapprove Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance of the Plans and Specifications with Flintrock at Hurst Creek Restrictions,

(g) To control the spacing or orientation of all dwelling units, buildings, garages, accessory buildings, constructions of any type whatsoever, with relation to the front and side yard orientation thereof,

(h) To prescribe design or construction criteria for driveways, fences, walls, landscaping, or other improvements,

(i) To specify types, colors, quality of roofing materials to be applicable to any given area or street,

(j) To prescribe the terms and conditions under which Association and private property may be used during construction,

(k) To prescribe development criteria for various types of single or multi-family development, including zero lot line development,

(l) To require and issue building permits as a condition for commencement of construction of any improvement,

(m) To prescribe and charge reasonable fees for its services,

(n) To prescribe and charge reasonable fees for use of any Association property that is in excess of normal use by residents,

(o) To prescribe and charge reasonable deposits to insure compliance with its rules, and

(p) To prescribe design or construction criteria for drainage or grading of Lots or Units or improvements placed thereon.

10.05 REVIEW OF PROPOSED CONSTRUCTION.

Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 11.07 and 11.08 below, prior to commencement of any construction of any improvement in Flintrock at Hurst Creek, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing and has issued a building permit for such improvements. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee.

The Committee may review and approve or disapprove all Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance or lack of compliance with its rules. The Committee shall take into consideration the compliance or lack of compliance with its rules and all matters with which it is charged in this Master Declaration. Any action of the Committee, including approval of Plans and Specifications, issuance of a building permit, and issuance of a Certificate of Occupancy, shall mean only that the proposed Improvement is satisfactory to the Committee. Such action of the Committee shall not be an opinion, approval, warranty or representation by the Committee as to whether the Improvement will satisfy all of the requirements of the Master Declaration, that the Improvement will be structurally sound, that it will comply with any applicable building code, that it will be free from damage from wind, rain or flood, that it will not encroach on any easements, that it shall meet any applicable governmental regulatory codes or requirements or that it will not divert surface water in a manner not allowed by law.

10.06 MEETINGS OF THE COMMITTEE.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 10.10 hereinbelow. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

10.07 NO WAIVER OF FUTURE APPROVALS.

The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

10.08 INSPECTION OF WORK.

(A) Completed Work.

Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any improvement for which approved Plans and Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(2) Within such reasonable time as the Committee may set in its rules but not to exceed fifteen (15) days after receipt of the notice described in Section 10.08(A)(1), the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications, it shall notify the Owner in writing of such noncompliance within five (5) days, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty (30) days from the date of such noncompliance, the Committee may notify the Board in writing of such failure and may hold all deposits until compliance is achieved or may utilize such deposits to remedy such non-compliance. If the Committee determines that Owner is not diligently pursuing correction of such non-compliance, the Committee shall notify the Board, and the Board, upon notice to the Owner, given as provided in Section 11.04, may conduct a hearing at which it shall determine whether there is non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and improvement and be enforced as in this Declaration provided.

(4) If for any reason after receipt of said written notice of completion from the owner, no inspection is made or any noncompliance is found within the period provided above in Subparagraph (2) of this Section 10.08(A), the improvement shall be deemed to be in accordance with said approved Plans and Specifications.

(B) Work in Progress.

The Committee may inspect all work in progress and give notice of noncompliance as provided above in Subparagraph (2) of this Section. If the Owner denies that such noncompliance exists, the procedures set out in Subparagraph (3) of this Section shall be followed, except that no work shall be done, pending resolution of the dispute, which

would hamper correction of the noncompliance if the Board should ultimately find that noncompliance exists.

(C) Remedies.

The notice and hearing procedures provided in this Section 10.08 apply only to noncompliance with approved Plans and Specifications. The remedies of the Association, the Board and the Architectural Committee for noncompliance with the Architectural Committee Rules are provided elsewhere in this Declaration.

10.09 NONLIABILITY OF BOARD AND COMMITTEE MEMBERS.

NEITHER THE COMMITTEE, NOR ANY MEMBER THEREOF, NOR THE BOARD NOR ANY MEMBER THEREOF, SHALL BE LIABLE TO THE ASSOCIATION OR TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THEIR BEING IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THE COMMITTEE'S OR THE BOARD'S RESPECTIVE DUTIES UNDER THIS DECLARATION UNLESS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE COMMITTEE OR ITS MEMBER OR THE BOARD OR ITS MEMBER, AS THE CASE MAY BE.

10.10 VARIANCES.

The Committee may grant variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, or of any plat, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetics or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration, or any plat shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration, or of any plat for any purpose except as to the particular property and in the particular instance covered by the variance.

10.11 CERTIFICATE OF OCCUPANCY.

No improvement shall be occupied or used until the Architectural Committee has issued a Certificate of Occupancy to the Owner. The Architectural Committee shall issue a Certificate of Occupancy only under the following conditions:

- (a) The improvement is deemed in accordance with the Plans and Specifications pursuant to Section 10.08(A)(4),

(b) The improvement has been completed and any noncompliance with the approved Plans and Specifications has been remedied by the Owner or by the Committee in the manner described in Section 10.08(A)(3), or

(c) After the Committee has inspected the improvement pursuant to Section 10.08(A)(2) and determined that the improvement has been completed in strict compliance with all approved Plans and Specifications.

Such action of the Committee shall not be an opinion, approval, warranty or representation by the Committee as to whether the Improvement will satisfy all of the requirements of the Master Declaration, that the Improvement will be structurally sound, that it will comply with any applicable building code, that it will be free from damage from wind, rain or flood, that it will not encroach on any easements, or that it will not divert surface water in a manner not allowed by law.

ARTICLE XI. MISCELLANEOUS.

11.01 TERMS.

This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourth (3/4) of the Owners of Lots or Units within Flintrock at Hurst Creek and recorded in the Deed Records of Travis County, Texas, provided, however, that no provisions in Article VI of the Declaration may be amended or extinguished without the express written consent of the Golf Course Owner.

11.02 AMENDMENT.

Subject to Section 11.01, this Declaration may be amended as follows:

(A) By Declarant.

(1) At any time within twelve (12) months from the date of the recording of the original Master Declaration, and

(2) From and after the twelfth (12th) month from the date of the recording of the original Master Declaration only by Declarants so long as Declarants are entitled to the additional votes provided for in Section 7.03(B) above. No amendment by Declarants under this subparagraph shall be effective if the Owners, other than Declarants, entitled to cast seventy-five percent (75%) or more of the votes entitled to be cast pursuant to Section 7.03 by written notice, delivered to the Board within thirty (30) days after recording of such amendment, object to such amendment as proposed by Declarants, such amendment shall not be effective. Any amendment effected under the provisions of this subparagraph shall not become effective until there has been recorded in the Deed Records of Travis County, Texas, an instrument executed and

acknowledged by Declarants and that the Board did not within thirty (30) days after said recordation receive written objections to the amendment from the Owners, other than Declarants, entitled to cast seventy-five percent (75%) or more of the votes entitled to be cast pursuant to Section 7.03.

(B) By Owners.

Except as provided in Subsection (A), this Declaration may be amended by the recording in the Travis County Deed Records of an instrument executed and acknowledged by the President and Secretary of the Board, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 7.03. Any Owner may indicate his approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Association.

(C) By Golf Course Declarant.

Golf Course Declarant shall have the right to unilaterally amend Paragraph 5.01 and Article VI, provided such amendment does not materially adversely affect the rights of the other Declarant(s) or the Owners. If it is determined that a proposed amendment by Declarant would materially adversely affect the rights of the other Declarant(s) or the Owners, then if (i) Declarants have the right to amend this Declaration pursuant to Section 11.02(A)(2), then Golf Course Owner must obtain the consent of the Declarants, or (ii) if Owners have the right to amend this Declaration pursuant to Section 11.02(B), then Golf Course Owner must obtain the approval of Owners as set forth in Section 11.02(B).

Golf Course Declarant agrees to provide notice of intended changes (the "Amendment Notice") to (i) Declarants if Declarants have the right to amend this Declaration pursuant to Section 11.02(A), or (ii) to Owners, if Owners have the right to amend this Declaration pursuant to Section 11.02(B). The recipient of the Amendment Notice shall have ten (10) days after delivery of the Amendment Notice to review the Amendment Notice and (i) approve such amendment in writing, or (ii) respond to Golf Course Declarant in writing (the "Objection Response") within such ten (10) day period specifically describing how the amendment would materially affect their rights. If the Objection Response is not delivered to Golf Course Declarant within ten (10) days after delivery of the Amendment Notice, then the amendment described in the Amendment Notice will be deemed approved and to not materially affect the rights of Declarants or Owners, as applicable, and Golf Course Declarant shall be free to execute and record such amendment. If the Objection Response is timely delivered to Golf Course Declarant, Golf Course Declarant and Declarants or Owners, as applicable, shall have a period of sixty (60) days after delivery of the Objection Response to resolve the dispute. After such sixty (60) day period, either party shall have the right to submit the dispute to binding arbitration on the issue of whether or not the proposed amendment referenced in the Amendment Notice would materially adversely affect the rights of the other Declarant(s) or the Owners, and Golf Course Declarant shall not unilaterally amend Paragraph 5.01 or Article VI unless and until a final ruling is made by the arbitrator that the proposed amendment referenced in the Amendment Notice would not materially adversely affect such rights.

11.03 UTILITY EASEMENTS.

The Declarants reserve the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement" or such other areas as may be deemed by the Declarants to be necessary, sewer and other pipelines, conduits, wires and any public utility function beneath the surface of the grounds, or above the surface with the approval of the Architectural Committee, with the right of access to the same at any time for the purposes of repair and maintenance. Such utility Easements may include, but are not limited to, the following:

- (a) Street light poles or standards may be served by underground cable, and elsewhere throughout Flintrock at Hurst Creek, all supply lines shall be located underground. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways.
- (b) Underground service cable to all houses which may be located on Lots or Units may be run from the most convenient service pedestal or transformer to the point of usage determined by the location and each Lot or Unit, provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said Lot or Unit, covering a five-foot (5') strip extending two and one-half feet (2.5') on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (c) The supplier of utility service(s), through its proper agents and employees shall at all times have right of access to all such easement ways shown on any plat for the purpose of installing, maintaining, removing or replacing any portion of said underground utility facilities so installed by it.
- (d) The Owner of each Lot or Unit shall be responsible for the protection of the underground utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The utility company will be responsible for ordinary maintenance of underground electric facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.
- (e) The foregoing covenants concerning underground utility facilities shall be enforceable by the utility supplier, and the Owner of each Lot or Unit agrees to be bound hereby.

11.04 NOTICES.

Any notice permitted or required to be given by the Declaration shall be in writing and may be delivered either in person or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the

residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

11.05 INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of Flintrock at Hurst Creek and of promoting and effectuating the fundamental concepts of Flintrock at Hurst Creek as set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

11.06 CONSTRUCTION ACTIVITIES.

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by any Owner, including Declarants, upon property within Flintrock at Hurst Creek, provided that when completed, such improvements shall in all the respects conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration, and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

11.07 EXEMPTION OF DECLARANTS.

Notwithstanding anything in this Declaration to the contrary, neither Declarants nor any of Declarants' activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarants to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within Flintrock at Hurst Creek.

11.08 ASSIGNMENT BY DECLARANT.

Notwithstanding anything in this Declaration to the contrary, Declarants may assign, in whole or in part, any of their privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Declarants may, upon application and showing of sufficient cause and approval by the Architectural Committee, exempt any person from the control and jurisdiction of the Architectural Committee. Original Declarant has assigned and conveyed to Flintrock, Ltd., Single Family Declarant, all of its rights under the former, Master Declaration and this Declaration with respect to the Single Family Property.

11.09 ENFORCEMENT AND NONWAIVER.

(A) Right of Enforcement.

Except as otherwise provided herein, Declarants, and the Board shall have the right to enforce all of the provisions of Flintrock at Hurst Creek Restrictions against any property within Flintrock at Hurst Creek and the Owners thereof. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. In addition, Golf Course Owner shall have the right to enforce the provisions of Article VI above, Golf Course Covenants, Conditions and Restrictions.

(B) Violation Nuisance.

Every act or omission whereby any provision of Flintrock at Hurst Creek Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by Declarants, or the Board. Declarants, the Board and the duly authorized agents of either of them may enforce by self help any of the provisions of Flintrock and then only if such self-help is preceded by reasonable notice to the Owner in question. Self help as contemplated in this provision includes, but is not limited to, excluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the Committee's design guidelines or rules or regulations, as amended from time to time, from the Property without liability to any person therefore.

(C) Violation of Laws.

Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within Flintrock at Hurst Creek is hereby declared to be a violation of Flintrock at Hurst Creek Restrictions and subject to all of the enforcement procedures set forth in said restrictions

(D) Nonwaiver.

The failure to enforce any provision of Flintrock at Hurst Creek Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(E) Lien.

The Board shall have the right, when appropriate in its judgment, to claim or impose a lien on behalf of the Association upon any Lot or Unit in order to enforce any right or effect compliance with this Declaration.

11.10 CONSTRUCTION.

(A) Restrictions Severable.

The provisions of Flintrock at Hurst Creek Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provisions.

(B) Singular Includes Plural.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

(D) Conflicts.

In the event of any conflict between an amendment and any subsequent amendment or this Declaration, the terms and provisions of the subsequent instrument shall be controlling.

11.11 CITY OF LAKEWAY.

No dedication, deed or declaration of any portion of private property, common property or Association property as public land, property or right-of-way shall be made without the prior approval of the City of Lakeway. No change or amendment or cancellation of this provision shall be made without approval of the City of Lakeway.

11.12 RIGHT OF FIRST REFUSAL.

In the event the Owner desires to sell, exchange or otherwise transfer a Single Family Lot or Unit, either improved or unimproved, within Flintrock at Hurst Creek, then said Lot or Unit shall be offered for sale to FLINTROCK, LTD. at the same price at which the highest bona fide offer as evidenced by a written contract that has been made for said Lot or Unit (a bona fide offer must be in writing stating both the price and the terms thereof), and the said FLINTROCK, LTD. shall have ten (10) days from the latter of (a) the date of its receipt of notice of such bona fide offer (the "Notice of Offer"), or (b) the date upon which all assessments owed to the Association by the Owner have been paid, within which to exercise its option to purchase said Lot or Unit at such price and terms. If Flintrock, Ltd. waives its Right of First Refusal or fails to exercise its Right of First Refusal within the timeframes set out above then the Owner of said Lot or Unit shall have the right to sell said Lot or Unit, subject however, to all covenants and limitations applicable thereto, at the price and terms it was offered to FLINTROCK, LTD. The Notice of Offer shall include a complete copy of the written contract accepted by Owner. Owner shall convey such offer to FLINTROCK, LTD., addressed as follows:

FLINTROCK, LTD.

Attn: Cole McDowell
800 Parker Square, Suite 260
Flower Mound, TX 75028
(972) 874-9700
(972) 355-2839 – Telecopier

WITH A COPY TO:

FLINTROCK, LTD.
Attention: William P. Resch
1213 RR 620 South
Suite 200
Austin, Texas 78734
(512) 263-2214
(512) 263-2318 - Telecopier

In the event the Owner desires to sell, exchange or otherwise transfer a Lot or Unit that is not a Single Family Lot or Unit, either improved or unimproved, within Flintrock at Hurst Creek, then said Lot or Unit shall be offered for sale to Original Declarant at the same price at which the highest bona fide offer as evidenced by the written contract that has been made for said Lot or Unit (a bona fide offer must be in writing stating both the price and the terms thereof), and the said Original Declarant shall have ten (10) days from the latter of (a) the date of such its receipt of such bona fide offer (the "Notice of Offer"), or (b) the date upon which all assessments owed to the Association by the Owner have been paid, within which to exercise its option to purchase said Lot at such price and terms. If HPK Ventures, Ltd. waives its Right of First Refusal or fails to exercise its Right of First Refusal within the timeframes set out above then the Owner of said Lot or Unit shall have the right to sell said Lot or Unit, subject however, to all covenants and limitations applicable thereto, at the price and terms it was offered to Original Declarant. The Notice of Offer should include a complete copy of the written contract accepted by Owner. Owner shall convey such offer to Original Declarant, addressed as follows

HPK DEVELOPMENT, INC., General Partner
HPK VENTURES, Ltd.
4705 Spicewood Springs Road, Suite 200
Austin, TX 78759
(512) 342-7818
(512) 342-0458 - Telecopier

If FLINTROCK, LTD., or Original Declarant, as the case may be, elect to purchase such property, the transaction shall be consummated within thirty (30) days following delivery of notice by FLINTROCK, LTD., or Original Declarant, as the case may be, to the Owner of its decision to purchase.

The provisions of this paragraph shall not apply to transfers occurring upon the death of the Owner, or transfers within the immediate family of the Owner (immediate family is deemed to include only mothers, fathers, sons, daughters, sisters and brothers), or to any foreclosures of

mortgages and deeds protected by Section 9.12 hereof. If any holder of such debt elects not to commence and diligently pursue its remedy of foreclosure, such holder shall first offer to sell its interest in the debt and any mortgages or deeds of trust securing same to the Developer who purchased the Lot from DECLARANT, or FLINTROCK, LTD, as it pertains to Single Family Lots, or shall second offer to sell its interest in the debt and any mortgages or deeds of trust securing same to DECLARANT or FLINTROCK, LTD, as it pertains to Single Family Lots. The option price in either case shall be the total amount of indebtedness outstanding and due to such holder at the closing of the option sale.

11.13 NONLIABILITY OF DECLARANTS AND THE ASSOCIATION.

NEITHER DECLARANTS, NOR THE ASSOCIATION, NOR ANY MEMBER OR PRINCIPAL THEREOF, SHALL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS, DAMAGE, OR INJURY ARISING OUT OF THEIR BEING IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THEIR RESPECTIVE DUTIES UNDER THIS DECLARATION UNLESS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE DECLARANT OR THE ASSOCIATION, AS THE CASE MAY BE.

11.14 DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarants set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, except as provided below, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Travis County, Texas. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in the attached exhibits in any manner whatsoever. Rights of the Golf Course Owner shall automatically transfer to the Golf Course Owner's successors and assigns upon conveyance of the Golf Course Property.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots or Units shall continue, it shall be expressly permissible for Declarant, its designee(s) and any builder approved by Declarant, to maintain and carry on upon portions of the Residential Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots or Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by the Declarant and any clubhouse or community center that may be owned by the Association, as models and sales offices, respectively.

Declarant reserves the right to amend this Declaration as discussed more fully in Section 11.02 above.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

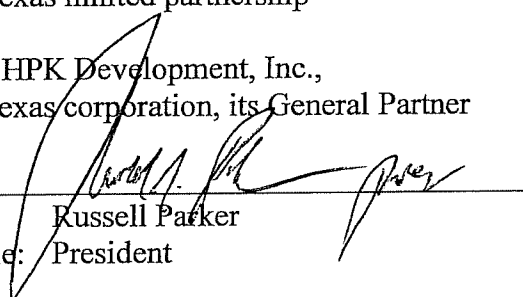
This Section 11.14 may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon expiration of the Declarant Control Period.

IN WITNESS WHEREOF, the undersigned Declarants have executed this Declaration, to be effective as of the recordation hereof in the Real Property Records of Travis County, Texas.

ORIGINAL DECLARANT

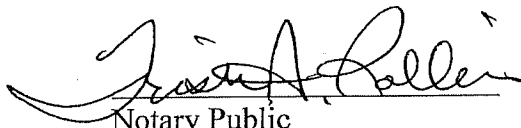
HPK VENTURES, LTD.
a Texas limited partnership

By HPK Development, Inc.,
a Texas corporation, its General Partner

By: 
Title: President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 5th day of MAY, 2005 by Russell Parker, the President of HPK DEVELOPMENT, INC., the General Partner of HPK VENTURES, LTD., a Texas limited partnership, on behalf of said entities and in the capacity stated therein.


Notary Public

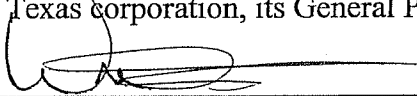


IN WITNESS WHEREOF, the undersigned Declarant has executed or consented to this Declaration, to be effective as of the recordation hereof in the Real Property Records of Travis County, Texas

SINGLE FAMILY DECLARANT

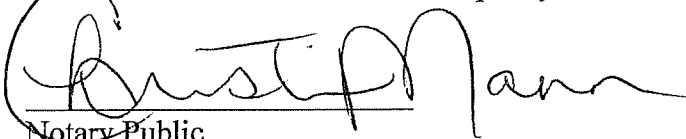
FLINTROCK, LTD.
a Texas limited partnership

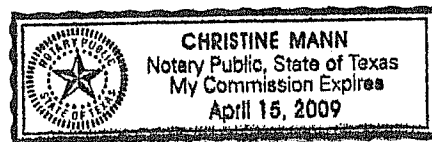
By: Five Star Development Co., Inc.,
a Texas corporation, its General Partner


By: William P. Resch
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of May, 2005 by William P. Resch, a vice President of FIVE STAR DEVELOPMENT CO., INC., a Texas corporation, the General Partner of FLINTROCK, LTD., a Texas limited partnership, on its behalf of said entities and in the capacity stated therein.


Notary Public



IN WITNESS WHEREOF, the undersigned Declarant has executed or consented to this Declaration, to be effective as of the recordation hereof in the Real Property Records of Travis County, Texas.

GOLF COURSE DECLARANT

HILLS II OF LAKEWAY, INC.
a Texas corporation

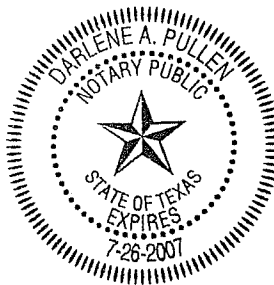
By: *Jack Lupton*
Title: *V.P.*

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the *29th* day of *August*, 200*5*, by *Jack Lupton*, *Vice President* of HILLS II OF LAKEWAY, INC., a Texas corporation, on behalf of said entity and in the capacity stated therein.

Darlene A. Pullen
Notary Public

ACKNOWLEDGMENTS



Schedule of Exhibits

Exhibit A	-	Property Description
Exhibit B	-	Single Family Property Description
Exhibit C	-	Golf Course Property
Exhibit D	-	Golf Fence Criterion

EXHIBIT A

Property Description

See attached.

EXHIBIT "A"

FIELD NOTES
FOR

357.051 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE A. BECK SURVEY NO. 54, THE J.P. WARNOCK SURVEY NO. 56, THE C.P. REINKE SURVEY NO. 67, THE C.W. WALDRON SURVEY NO. 78, THE C.W. WALDRON SURVEY NO. 79, THE W. FAWCETT SURVEY NO. 426 AND THE W. FAWCETT SURVEY NO. 427 IN TRAVIS COUNTY, TEXAS, BEING THAT SAME 357.051 ACRE TRACT OF LAND CONVEYED TO FINIAL/PATRON COMPANY BY INSTRUMENTS RECORDED IN VOLUME 9185, PAGE 209 AND VOLUME 9185, PAGE 235 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the most Easterly Northeast corner of said 357.051 acre tract, being in the West line of Lohman Ford Road, for the PLACE OF BEGINNING hereof;

THENCE along the East line of said 357.051 acre tract, being along the West line of Lohman Ford Road, along a curve to the left whose radius is 305.34 feet and whose chord bears S 02°12' W for a distance of 131.29 feet to an iron pin found at the intersection of the West line of Lohman Ford Road and the North line of Flint Rock Road, for the Southeast corner hereof:

THENCE along the South line of said 357.051 acre tract, being along the North line of Flint Rock Road for the following courses:

S 72°06' W for a distance of 110.73 feet to an iron pin found
S 72°21' W for a distance of 650.85 feet to a nail found
S 86°26' W for a distance of 339.61 feet to an iron pin found
S 79°35' W for a distance of 486.62 feet to an iron pin found
S 76°47' W for a distance of 460.11 feet to an iron pin found
S 46°43' W for a distance of 396.69 feet to an iron pin found
S 40°07' W for a distance of 256.27 feet to an iron pin found
S 53°38' W for a distance of 306.07 feet to an iron pin found
N 81°24' W for a distance of 400.10 feet to an iron pin found
S 88°44' W for a distance of 365.57 feet to an iron pin found
S 85°25' W for a distance of 1673.30 feet to an iron pin found
at the intersection of the North line of Flint Rock Road with
the East line of Tonkawa Trail for a Southerly corner hereof;

FIELD NOTES
FOR

357.051 ACRE TRACT - Page Two

THENCE continuing along the South line of said 357.051 acre tract, being the East, North and West line of Tonkawa Trail, for the following courses:

N 28°11' W for a distance of 66.27 feet to an iron pin found
N 31°55' W for a distance of 108.31 feet to an iron pin found
N 37°35' W for a distance of 96.33 feet to an iron pin found
N 40°35' W for a distance of 175.31 feet to an iron pin found
N 11°36' W for a distance of 54.82 feet to an iron pin found
N 02°55' W for a distance of 111.54 feet to an iron pin found
N 05°26' W for a distance of 106.35 feet to an iron pin found
N 04°55' W for a distance of 167.39 feet to an iron pin found
N 00°06' E for a distance of 164.92 feet to an iron pin found
N 04°44' W for a distance of 126.91 feet to an iron pin found
N 13°16' W for a distance of 133.35 feet to an iron pin found
N 27°05' W for a distance of 98.18 feet to an iron pin found
N 38°27' W for a distance of 98.67 feet to an iron pin found
N 54°24' W for a distance of 93.32 feet to an iron pin found
N 70°44' W for a distance of 93.51 feet to an iron pin found
N 80°16' W for a distance of 96.63 feet to an iron pin found
S 84°47' W for a distance of 89.54 feet to an iron pin found
S 73°16' W for a distance of 65.30 feet to an iron pin found
S 63°17' W for a distance of 110.78 feet to an iron pin found
S 83°50' W for a distance of 31.05 feet to an iron pin found
N 85°54' W for a distance of 224.06 feet to an iron pin found
S 83°06' W for a distance of 64.77 feet to an iron pin found
S 64°19' W for a distance of 60.25 feet to an iron pin found

FIELD NOTES
FOR

357.051 ACRE TRACT - Page Three

S 53°10' W for a distance of 269.71 feet to an iron pin found
S 50°01' W for a distance of 121.35 feet to an iron pin found
S 39°40' W for a distance of 99.84 feet to an iron pin found
S 22°03' W for a distance of 119.20 feet to an iron pin found
S 04°06' W for a distance of 381.34 feet to an iron pin found
S 17°13' W for a distance of 47.91 feet to an iron pin found
S 43°59' W for a distance of 68.46 feet to an iron pin found
S 54°24' W for a distance of 55.51 feet to an iron pin found
S 68°44' W for a distance of 62.61 feet to an iron pin found
S 81°33' W for a distance of 202.54 feet to an iron pin found
S 69°04' W for a distance of 105.16 feet to an iron pin found
S 56°33' W for a distance of 185.01 feet to an iron pin found
S 42°43' W for a distance of 212.90 feet to an iron pin found
S 53°31' W for a distance of 184.64 feet to an iron pin found
S 45°52' W for a distance of 76.31 feet to an iron pin found
S 36°12' W for a distance of 148.26 feet to an iron pin found
S 38°46' W for a distance of 223.43 feet to an iron pin found
S 34°18' W for a distance of 184.53 feet to an iron pin found
S 26°44' W for a distance of 133.30 feet to a nail found
S 10°03' W for a distance of 201.22 feet to an iron pin found
at a Southerly corner of said 357.051 acre tract, being at the
intersection of the West line of Tonkawa Trail with the North
line of Flint Rock Road, for a Southerly corner hereof;

THENCE along the Southwest line of said 357.051 acre tract, being
the North line of Flint Rock Road, for the following courses:

S 81°07' W for a distance of 28.40 feet to an iron pin found
S 86°31' W for a distance of 122.68 feet to a nail found

FIELD NOTES
FOR

357.051 ACRE TRACT - Page Four

N 59°38' W for a distance of 18.86 feet to a nail found

N 36°21' W for a distance of 360.76 feet to a nail found

N 47°10' W for a distance of 468.25 feet to a nail found

N 62°34' W for a distance of 369.18 feet to a nail found

N 66°22' W for a distance of 107.86 feet to an iron pin found at the most Westerly corner of said 357.051 acre tract, being at the intersection of the North line of Flint rock Road with the East line of Serene Hills Drive for the most Westerly corner hereof;

THENCE along the Northwest line of said 357.051 acre tract, being the East line of Serene Hills Drive, for the following courses:

N 32°38' E for a distance of 824.06 feet to an iron pin found

N 32°39' E for a distance of 554.94 feet to an iron pin found

N 32°42' E for a distance of 691.42 feet to an iron pin found

N 57°20' W for a distance of 50.00 feet to an iron pin found

N 08°51' W for a distance of 418.78 feet to an iron pin found at the most Westerly Northwest corner of said 357.051 acre tract, being in the Southeast line of Majestic Hills Ranchettes, a subdivision in Travis County, Texas, as recorded in Plat Book 77, Pages 17 thru 20 of the Plat Records of Travis County, Texas, for the most Westerly Northwest corner hereof;

THENCE along the North line of said 357.051 acre tract, being the Southeast line of said Majestic Hills Ranchettes with the average of a wire fence, N 87°13' E for a distance of 657.79 feet to a nail found, N 04°56' W for a distance of 231.53 feet to a nail found, N 05°11' W for a distance of 221.48 feet to an iron pin found, being at the Southwest corner of the Hills of Lakeway Phase Two, a subdivision in Travis County, Texas, as recorded in Plat Book 79, Page 388 thru 390 of the Plat Records of Travis County, Texas;

THENCE continuing along the North line of said 357.051 acre tract, being the South line of said Hills of Lakeway Phase Two, as found fenced and used upon the ground, N 86°39' E for a distance of 617.07 feet to a concrete monument found, being at the Southwest corner of Hills of Lakeway Phase Three, a subdivision in Travis County, Texas, as recorded in Plat Book 80, Pages 230 thru 232 of the Plat Records of Travis County, Texas;

FIELD NOTES
FOR

357.051 ACRE TRACT - Page Five

THENCE continuing along the North line of said 357.051 acre tract, being the South line of said Hills of Lakeway Phase Three, as found fenced and used upon the ground, N 86°39' E for a distance of 506.70 feet to an iron pin found, S 00°05' W for a distance of 466.21 feet to an iron pin found and N 86°55' E for a distance of 882.24 feet to an iron pin set at the Southeast corner of said Hills of Lakeway Phase Three, being in the South line of The Hills Drive, a 60.0 foot right-of-way designated as a private road;

THENCE continuing along the North line of said 357.051 acre tract, being the South line of said The Hills Drive and the South line of the Hills of Lakeway Phase Eight P.U.D., a subdivision in Travis County, Texas, as recorded in Plat Book 82, Pages 1 thru 4 of the Plat Records of Travis County, Texas, with the average of a wire fence for the following courses:

N 87°19' E for a distance of 1222.00 feet to an iron pin found

N 87°29' E for a distance of 816.16 feet to a nail found

N 87°21' E for a distance of 381.07 feet to an iron pin found

N 87°25' E for a distance of 212.32 feet to an iron pin found

N 87°16' E for a distance of 599.96 feet to an iron pin found

N 86°55' E for a distance of 233.28 feet to an iron pin found at the Southeast corner of said Hills of Lakeway Phase Eight P.U.D.;

THENCE continuing along the North line of said 357.051 acre tract, being the East line of said Hills of Lakeway Phase Eight P.U.D. as found fenced and used upon the ground, N 01°39' W for a distance of 238.90 feet to an iron pin found, being at a Westerly corner of that certain 89.27 acre tract of land as described in a Deed to Mabel R. Maul Dooley recorded in Volume 7249, Page 150 of the Deed Records of Travis County, Texas;

THENCE continuing along the North line of said 357.051 acre tract, being a Westerly and Southerly line of said 89.27 acre tract, as found fenced and used upon the ground, for the following courses:

S 84°58' E for a distance of 808.85 feet to an iron pin found

S 44°55' E for a distance of 178.78 feet to an iron pin found

S 15°59' W for a distance of 909.41 feet to an iron pin found

S 15°56' W for a distance of 341.14 feet to an iron pin found

FIELD NOTES
FOR

357.051 ACRE TRACT - Page Six

S 87°13' E for a distance of 460.60 feet to a nail found

N 86°54' E for a distance of 234.15 feet to a nail found

N 78°43' E for a distance of 199.42 feet to a nail found

N 69°50' E for a distance of 66.53 feet to a nail found

N 79°30' E for a distance of 41.33 feet to a nail found

N 84°29' E for a distance of 158.58 feet to a nail found

N 84°02' E for a distance of 213.81 feet to an iron pin found at the Southwest corner of that certain 13.38 acre tract of land described in a Deed to George Newman, et.al. recorded in Volume 7841, Page 245 of the Deed Records of Travis County, Texas;

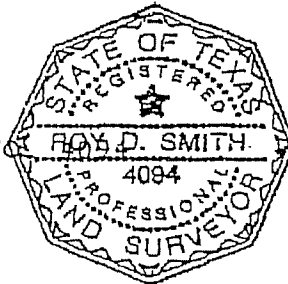
THENCE continuing along the North line of said 357.051 acre tract, N 84°50' E for a distance of 189.47 feet to a nail found and S 61°48' E for a distance of 250.76 feet to the PLACE OF BEGINNING and containing 357.051 acres of land, more or less.

SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

Roy D. Smith

ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 4094
October 29, 1998

Job No. 2094A



SURVEYORS NOTE:

All iron pins referenced herein, either found or set, are 1/2 inch in diameter, and all nails referenced herein, either found or set, are 60-d nails.

FIELD NOTES
FOR

0.611 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE A. BECK SURVEY NO. 54 IN TRAVIS COUNTY, TEXAS. BEING A PORTION OF THAT CERTAIN 0.66 ACRE TRACT OF LAND CONVEYED TO FINIAL/PATRON COMPANY BY INSTRUMENTS RECORDED IN VOLUME 9185, PAGE 209 AND VOLUME 9185, PAGE 235 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin set in the South line of said 0.66 acre tract, being at the Southwest corner of that certain 0.049 acre tract of land conveyed to the State of Texas by instrument recorded in Volume 10452, Page 212 of the Real Property Records of Travis County, Texas, being in the West r.o.w. line of F.M. Hwy No. 620, for the Southeast corner hereof;

THENCE along the South line of said 0.66 acre tract, S 67°18' W for a distance of 167.21 feet to an iron pin found in the East line of Lohman Ford Road, for the Southwest corner hereof;

THENCE along the East line of Lohman Ford Road, for the following courses:

Along a curve to the left whose radius is 535.45 feet and whose chord bears N 16°14' W for a distance of 27.41 feet to an iron pin found

N 17°42' W for a distance of 62.95 feet to an iron pin found at a point of curve

Along a curve to the right whose radius is 265.34 feet and whose chord bears N 02°23' W for a distance of 140.18 feet to an iron pin found at the Northwest corner of said 0.66 acre tract, for the Northwest corner hereof;

THENCE along the North line of said 0.66 acre tract, S 61°49' E for a distance of 206.94 feet to an iron pin set at the Northwest corner of said 0.049 acre State of Texas Tract, being in the West r.o.w. line of F.M. Hwy No. 620, for the Northeast corner hereof;

FIELD NOTES
FOR

0.611 ACRE TRACT - Page Two

THENCE along the West line of said 0.049 acre State of Texas Tract, being along the West r.o.w. line of F.M. Hwy No. 620, S 04°00'23" E for a distance of 64.25 feet to the PLACE OF BEGINNING and containing 0.611 acre of land, more or less.

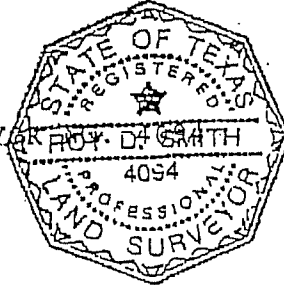
SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

Roy D. Smith

ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR ROY D. SMITH

October 29, 1998



Job No. 2094

SURVEYORS NOTE:

All iron pins referenced herein, either found or set, are 1/2 inch in diameter, and all nails referenced herein, either found or set, are 60-d nails.

FIELD NOTES
FOR

0.181 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE A. BECK SURVEY NO. 54 IN TRAVIS COUNTY, TEXAS, BEING THAT SAME 0.181 ACRE TRACT OF LAND CONVEYED TO FINIAL/PATRON COMPANY BY INSTRUMENTS RECORDED IN VOLUME 9185, PAGE 209 AND VOLUME 9185, PAGE 235 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the Southwest corner of said 0.181 acre tract, being in the North line of Wild Cherry Drive, for the Southwest corner hereof;

THENCE along the West line of said 0.181 acre tract, N 21°18' W for a distance of 15.20 feet to an iron pin found and N 21°39' W for a distance of 78.30 feet to a nail found in a fence corner post, being in the South line of Flint Rock Road, for the Northwest corner hereof;

THENCE along the South line of Flint Rock Road, N 71°49' E for a distance of 85.73 feet to a nail set at a point of curve;

THENCE along a curve to the right whose radius is 19.83 feet and whose chord bears S 62°39' E for a distance of 28.31 feet to a nail set in the West line of Lohman Ford Road, for the Northeast corner hereof;

THENCE along the West line of said Lohman Ford Road, S 17°41' E for a distance of 35.02 feet to an iron pin found at a point of curve;

THENCE continuing along the West line of Lohman Ford Road, along a curve to the right whose radius is 495.45 feet and whose chord bears S 17°21' E for a distance of 5.85 feet to an iron pin found at the intersection of the West line of Lohman Ford Road with the North line of said Wild Cherry Drive, for the Southeast corner hereof;

FIELD NOTES
FOR

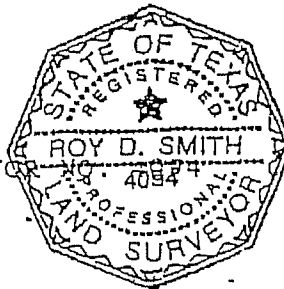
0.181 ACRE TRACT - Page Two

THENCE along the North line of said Wild Cherry Drive, S 53°52' W
for a distance of 104.70 feet to the PLACE OF BEGINNING and
containing 0.181 acre of land, more or less.

SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

Roy D. Smith

ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 40844
October 29, 1998



Job No. 2094

SURVEYORS NOTE:

All iron pins referenced herein, either found or set, are 1/2 inch
in diameter, and all nails referenced herein, either found or set,
are 60-d nails.

EXHIBIT B

Single Family Property Description

See attached.

Exhibit 'B'

FIELD NOTES FOR

12.285 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE C.W. WALDRON SURVEY NO. 78 AND THE W. FAWCETT SURVEY NO. 426 IN TRAVIS COUNTY, TEXAS, BEING THAT SAME 12.285 ACRE TRACT OF LAND CONVEYED TO DEE S. OSBORNE, TRUSTEE, BY INSTRUMENT RECORDED IN VOLUME 9233, PAGE 145 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the Southeast corner of said 12.285 acre tract, being at the Northeast corner of that certain 8.78 acre tract of land as conveyed to Robert F. Leonard by deed recorded in Volume 7796, Page 686 of the Deed Records of Travis County, Texas, being in the Westerly r.o.w. line of Tonkawa Trail for the Southeast corner hereof;

THENCE along the South line of said 12.285 acre tract, N 78°35' W for a distance of 639.27 feet to an iron pin found at the Southwest corner of said 12.285 acre tract, being in the East r.o.w. line of Pawnee Pass for the Southwest corner hereof;

THENCE along the West line of said 12.285 acre tract, being the East line of Pawnee Pass, N 01°26' E for a distance of 234.47 feet to an iron pin found and N 00°54' E for a distance of 178.79 feet to an iron pin found;

THENCE continuing along the East line of Pawnee Pass, being the West line of said 12.285 acre tract, N 00°54' E for a distance of 140.08 feet to an iron pin found and N 01°06' W for a distance of 273.79 feet to an iron pin found at the Northwest corner of said 12.285 acre tract, being at the intersection of the East line of Pawnee Pass with the Westerly line of Tonkawa Trail, for the Northwest corner hereof;

THENCE along the Westerly line of said Tonkawa Trail, being the Northerly and Easterly line of said 12.285 acre tract, for the following courses:

N 63°23' E for a distance of 115.40 feet to an iron pin found

N 73°22' E for a distance of 55.95 feet to an iron pin found

N 84°43' E for a distance of 77.95 feet to an iron pin found

S 80°01' E for a distance of 85.85 feet to an iron pin found

S 70°38' E for a distance of 82.21 feet to an iron pin found

S 54°14' E for a distance of 79.13 feet to an iron pin found

FIELD NOTES
FOR

12.285 ACRE TRACT - Page Two

S 38°24' E for a distance of 86.69 feet to an iron pin found

S 27°01' E for a distance of 87.16 feet to an iron pin found

S 13°05' E for a distance of 123.57 feet to an iron pin found

S 04°40' E for a distance of 43.91 feet to an iron pin found;

THENCE continuing along the Westerly line of said Tonkawa Trail, being the East line of said 12.285 acre tract, for the following courses:

S 04°40' E for a distance of 77.20 feet to an iron pin found

S 00°12' W for a distance of 165.00 feet to an iron pin found

S 04°49' E for a distance of 169.80 feet to an iron pin found

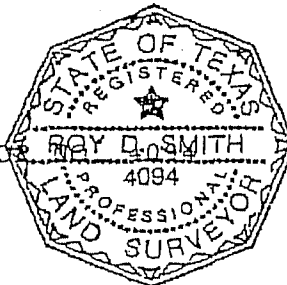
S 05°20' E for a distance of 105.50 feet to an iron pin found

S 02°43' E for a distance of 114.23 feet to the PLACE OF BEGINNING and containing 12.285 acres of land, more or less.

SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

Roy D. Smith
ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR
October 29, 1998

Job No. 2094



SURVEYORS NOTE:

All iron pins referenced herein, either found or set, are 1/2 inch in diameter, and all nails referenced herein, either found or set, are 60-d nails.

EXHIBIT B

Single Family Property Description

See attached.

Exhibit " B "

FLINTROCK AT HURST CREEK SINGLE FAMILY, 166 50 ACRES

THAT PART OF THE W FAWCETT SURVEY NO. 427, THE C.W. WALDRON SURVEY NO 79, THE C.W WALDRON SURVEY NO 78, THE C.P. REINKE SURVEY NO. 67, AND THE W FAWCETT SURVEY NO 426, LOCATED IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 357.051 ACRE AND THAT 12 285 ACRE TRACT OF LAND CONVEYED TO HPK VENTURES, LTD, A TEXAS LIMITED PARTNERSHIP, BY DEED RECORDED IN VOLUME 13401, PAGE 612 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF PUBLIC RIGHT-OF-WAY KNOWN AS TONKAWA TRAIL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found for the southwest corner of The Hills of Lakeway Phase Two according to the plat thereof recorded in Plat Book 79, Pages 338 thru 390, of the Plat Records of Travis County, same being an angle point in a east boundary line of Majestic Hills Ranchettes a subdivision according to the plat thereof recorded in Plat Book 77, Pages 17 thru 20 of the Plat Records of Travis County, same being the most northerly northwest corner of said 357.051 acre tract;

THENCE with the south line of said The Hills of Lakeway Phase Two, and the north line of said 357 051 acre tract, N 85°31'46" E, 617 07 feet for a iron rod found for the southeast corner of said The Hills of Lakeway Phase Two and the southwest corner of The Hills of Lakeway Phase Three according to the plat thereof recorded in Plat Book 80, Pages 230 thru 232 of the Plat Records of Travis County;

THENCE with the south line of said The Hills of Lakeway Phase Three and the north line of said 357.051 acre tract the following (3) three courses

- 1 N 85°30'36" E, 506.66 feet to an iron rod found,
2. S 01°03'17" E, 466.23 feet to an iron rod found;
- 3 N 85°47'16" E, 449 75 feet to a capped iron rod set;

THENCE departing the south line of said The Hills of Lakeway Phase Three and crossing said 357.051 acre tract, the said 12 285 acre tract and said Tonkawa Trail the following (40) forty courses

1. S 06°53'46" W, 126.80 feet to a capped iron rod set;
- 2 S 42°55'39" W, 115.63 feet to a capped iron rod set,
- 3 S 72°39'53" W, 302.59 feet to a capped iron rod set;
4. S 66°31'33" W, 334.78 feet to a capped iron rod set;
- 5 S 28°25'29" E, 190.90 feet to a capped iron rod set;

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166.50 ACRES, CONT

6. 381.27 feet along the arc of a curve to the left, said curve having a radius of 365.00 feet, a central angle of $59^{\circ}51'00''$, and a chord bearing $S 58^{\circ}20'59'' E$ 364.17 feet, to a capped iron rod set;
7. $S 88^{\circ}16'28'' E$, 490.25 feet to a capped iron rod set;
8. $N 08^{\circ}19'36'' E$, 218.61 feet to a capped iron rod set;
9. $N 61^{\circ}25'06'' E$, 394.43 feet to a capped iron rod set;
10. $S 49^{\circ}13'13'' E$, 181.55 feet to a capped iron rod set;
11. $S 00^{\circ}03'09'' W$, at a distance of 402.17 feet pass the easterly right-of-way line of Tonkawa, 481.81 feet pass the westerly right-of-way line of Tonkawa Trail, continuing in all for a total distance of 557.11 feet to a capped iron rod set in the interior of said 12.285 acre tract;
12. $S 12^{\circ}06'54'' E$, 398.51 feet to a capped iron rod set at or near the westerly right-of-way line of Tonkawa Trail;
13. $S 05^{\circ}28'55'' E$, 224.64 feet along the east right-of-way line of Tonkawa Trail to a capped iron rod set;
14. 348.10 feet along the arc of a curve to the left, said curve having a radius of 412.02 feet, a central angle of $48^{\circ}24'23''$, and a chord of which bearing $S 81^{\circ}58'40'' E$ 337.84 feet, to a capped iron rod set;
15. $N 73^{\circ}49'08'' E$, 187.60 feet to a capped iron rod set;
16. $N 01^{\circ}22'12'' W$, 184.75 feet to a capped iron rod set;
17. $N 73^{\circ}47'16'' E$, 295.55 feet to a capped iron rod set;
18. $N 64^{\circ}04'59'' E$, 238.40 feet to a capped iron rod set;
19. $S 71^{\circ}45'26'' E$, 574.55 feet to a capped iron rod set;
20. $S 66^{\circ}20'34'' E$, 416.09 feet to a capped iron rod set;
21. $S 81^{\circ}22'54'' E$, 271.74 feet to a capped iron rod set;
22. $N 88^{\circ}26'50'' E$, 362.12 feet to a capped iron rod set;
23. $N 79^{\circ}04'47'' E$, 148.07 feet to a capped iron rod set;
24. $N 46^{\circ}20'27'' E$, 345.85 feet to a capped iron rod set;
25. $S 67^{\circ}04'28'' E$, 126.69 feet to a capped iron rod set;
26. $N 29^{\circ}26'39'' E$, 41.20 feet to a capped iron rod set;
27. 135.56 feet along a curve to the left, said curve having a radius of 265.00 feet, a central angle of $29^{\circ}18'37''$, and a chord bearing $N 14^{\circ}47'21'' E$ 134.09 feet, to a capped iron rod set;
28. $N 00^{\circ}08'02'' E$, 55.00 feet to a capped iron rod set;
29. 39.27 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, and a chord bearing $N 44^{\circ}51'58'' W$ 35.36 feet, to a capped iron rod set;
30. $N 89^{\circ}51'58'' W$, 95.09 feet to a capped iron rod set;
31. 121.01 feet along the arc of a curve to the right, said curve having a radius of 335.00 feet, a central angle of $20^{\circ}41'45''$, and a chord bearing $N 79^{\circ}31'05'' W$ 120.35 feet, to a capped iron rod set;

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166 50 ACRES, CONT

32. S 20°49'47" W, 94.72 feet to a capped iron rod set;
33. S 87°12'17" W, 149.58 feet to a capped iron rod set;
34. N 36°43'35" W, 749.90 feet to a capped iron rod set;
35. N 49°09'23" W, 90.87 feet to a capped iron rod set;
36. S 87°30'50" W, 231.89 feet to a capped iron rod set;
37. S 35°31'31" W, 64.02 feet to a capped iron rod set;
38. N 02°51'30" W, 219.57 feet to a capped iron rod set;
39. 483.14 feet along the arc of a curve to the right, said curve having a radius of 390.27 feet, a central angle of 70°55'45", and a chord bearing N 39°10'09" W 452.87 feet, to a capped iron rod set;
40. N 03°42'16" W, 298.28 feet to a capped iron rod set in the south right-of-way line of The Hills Drive, same being the south line of The Hills of Lakeway Phase Four according to the plat thereof recorded in Plat Book 81, Pages 123 thru 125, of the Plat Records of Travis County, and the north line of said 357.051 acre tract,

THENCE with the south right-of-way line of said The Hills Drive and the north line of said 357.051 acre tract the following (2) two courses:

1. N 86°21'26" E, 35.10 feet to a nail found;
2. N 86°17'45" E, 34.90 feet to a capped iron rod set,

THENCE departing the south boundary line of said The Hills of Lakeway Phase Four, and crossing said 357.051 acre tract, the following (16) sixteen courses:

1. S 03°42'16" E, 298.24 feet to a capped iron rod set;
2. 498.35 feet along the arc curve to the left, said curve having a radius of 320.27 feet, a central angle of 89°09'14", and a chord bearing S 48°16'53" E 449.58 feet, to a capped iron rod set;
3. N 87°08'30" E, 100.00 feet to a capped iron rod set;
4. 97.62 feet along the arc of a curve to the right, said curve having a radius of 335.00 feet, a central angle of 16°41'43", and a chord bearing S 84°30'39" E 97.27 feet, to a capped iron rod set;
5. N 22°00'08" E, 83.64 feet to a capped iron rod set;
6. N 75°26'07" E, 486.32 feet to a capped iron rod set;
7. N 66°28'50" E, 213.51 feet to a capped iron rod set;
8. N 74°13'43" E, 195.41 feet to a capped iron rod set;
9. N 71°08'18" E, 76.28 feet to a capped iron rod set;
10. N 57°07'21" E, 149.03 feet to a capped iron rod set;
11. N 45°56'43" E, 186.68 feet to a capped iron rod set;
12. S 38°03'00" E, 160.41 feet to a capped iron rod set,

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166 50 ACRES, CONT

13. 9.23 feet along the arc of a curve to the right, said curve having a radius of 325.00 feet, a central angle of $1^{\circ}37'37''$, and a chord bearing $N 51^{\circ}08'11'' E$ 9.23 feet, for a capped iron rod set;
14. $N 51^{\circ}57'00'' E$, 15.77 feet to a capped iron rod set;
15. $N 38^{\circ}03'00'' W$, 162.82 feet to a capped iron rod set,
16. $N 44^{\circ}08'58'' E$, 410.68 feet to a capped iron rod set in a south line of that 89.27 acre tract of land conveyed to Mabel R. Maul Doolay by instrument recorded in Volume 7246, Page 150 of the Deed Records of Travis County, same being the north line of the said 357.051 acre tract;

THENCE with the south and west line of said 89.27 acre tract and the north line of said 357.051 acre tract the following (3) three courses:

1. $S 86^{\circ}04'53'' E$, 111.32 feet to an iron rod found,
2. $S 46^{\circ}03'15'' E$, 178.73 feet to an iron rod found,
3. $S 14^{\circ}53'38'' W$, 419.29 feet to a capped iron rod set,

THENCE crossing the said 357.051 acre tract the following (22) twenty-two courses

1. $S 86^{\circ}24'14'' W$, 109.09 feet to a capped iron rod set;
2. $N 38^{\circ}03'00'' W$, 173.83 feet to a capped iron rod set,
3. $S 51^{\circ}57'00'' W$, 105.74 feet to a capped iron rod set;
4. 61.60 feet along the arc of a curve to the left, said curve having a radius of 275.00 feet, a central angle of $12^{\circ}50'00''$, and a chord bearing $S 45^{\circ}32'00'' W$, 61.47 feet, to a capped iron rod set;
5. $S 39^{\circ}07'00'' W$, 82.55 feet to a capped iron rod set,
6. $S 50^{\circ}53'00'' E$, 134.56 feet to a capped iron rod set;
7. $S 10^{\circ}42'22'' W$, 72.45 feet to a capped iron rod set,
8. $S 38^{\circ}52'07'' W$, 179.64 feet to a capped iron rod set,
9. $S 23^{\circ}44'22'' E$, 151.02 feet to a capped iron rod set;
10. $S 14^{\circ}58'34'' W$, 327.17 feet to a capped iron rod set;
11. $S 41^{\circ}26'01'' W$, 191.53 feet to a capped iron rod set,
12. $S 00^{\circ}54'36'' W$, 89.98 feet to a capped iron rod set,
13. $S 81^{\circ}03'14'' W$, 123.42 feet to a capped iron rod set;
14. $S 00^{\circ}08'02'' W$, 1.94 feet to a capped iron rod set;
15. 37.69 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of $86^{\circ}22'49''$, and a chord bearing $S 43^{\circ}03'22'' E$, 34.22 feet, to a capped iron rod set;
16. 262.52 feet along the arc of a curve to the right, said curve having a radius of 264.50 feet, a central angle of $56^{\circ}52'01''$, and a chord bearing $S 57^{\circ}48'46'' E$, 251.87 feet, to a capped iron rod set;

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166.50 ACRES, CONT.

17. S 29°22'46" E, 41.37 feet to a capped iron rod set;
18. 51.69 feet along the arc of a curve to the right, said curve having a radius of 63.00 feet, a central angle of 47°00'51" and a chord bearing S 05°52'21" E, 50.26 feet, to a capped iron rod set;
19. 20.51 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 47°00'51", and a chord bearing S 05°52'21" E, 19.94 feet, to a capped iron rod set;
20. S 29°22'46" E, 32.19 feet to a capped iron rod set;
21. 32.71 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 74°58'01", and a chord bearing S 66°51'22" E, 30.43 feet, to a capped iron rod set;
22. S 14°19'58" E, 25.00 feet to a capped iron rod set in the south line of said 357.051 acre tract same and in the north right-of-way line Flint Rock Road,

THENCE with the said north right-of-way line of Flint Rock Road and the south line of said 357.051 acre tract the following (7) seven courses:

1. S 75°40'02" W, 49.99 feet to an iron rod found,
2. S 45°35'58" W, 396.75 feet to an iron rod found,
3. S 38°58'38" W, 256.26 feet to an iron rod found;
4. S 52°30'14" W, 306.04 feet to a capped iron rod set,
5. N 82°31'46" W, 400.22 feet to an iron rod found;
6. S 87°36'27" W, 365.59 feet to an iron rod found,
7. S 84°18'32" W, 1185.51 feet to a capped iron rod set;

THENCE departing the north right-of-way line of Flint Rock Road and crossing said 357.051 acre tract the following (5) five courses:

1. N 43°41'44" W, 224.81 feet to a capped iron rod set;
2. N 24°39'01" W, 332.11 feet to a capped iron rod set,
3. 1.49 feet along the arc of a curve to the left, said curve having a radius of 525.88 feet, a central angle of 0°09'44", and a chord bearing S 73°54'01" W, 1.49 feet, to a capped iron rod set;
4. S 73°49'08" W, 187.60 feet to a capped iron rod set;
5. 298.22 feet along the arc of a curve to the right, said curve having a radius of 482.02 feet, a central angle of 35°26'53", and a chord bearing N 88°27'25" W, 293.49 feet, to a capped iron rod set in the east right-of-way line of Tonkawa Trail and in the southerly line of the said 357.051 acre tract,

THENCE with the said east right-of-way line of Tonkawa Trail and the said southerly line of the 357.051 acre tract, S 03°08'05" E, 59.84 feet to an iron rod found,

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166.50 ACRES, CONT.

THENCE crossing the right-of-way line of Tonkawa Trail. S 81°32'13" W, 50.33 feet to an iron rod found in the west right-of-way line of Tonkawa Trail, for the southeast corner of said 12.285 acre tract, and for the northeast corner of that 8.776 acre tract of land conveyed to Edwin E. and Patty C. Ragan by deed recorded in Volume 11701, Page 2032 of the Real Property Records of Travis County, Texas,

THENCE with the south line of said 12.285 acre tract, and the north line of the said 8.776 acre tract, N 79°42'46" W, 639.49 feet for a capped iron set for the southwest corner of said 12.285 acre tract, same being the northwest corner of the said 8.776 acre tract in the east right-of-way line of Pawnee Pass,

THENCE with the west line of said 12.285 acre tract and the east right-of-way line of Pawnee Pass the following (4) four courses;

1. N 00°18'14" E, 233.97 feet to an iron rod found;
2. N 00°16'54" W, 178.83 feet to an iron rod found;
3. N 00°16'35" W, 140.01 feet to an iron rod found,
4. N 02°16'35" W, 273.84 feet to an iron rod found in the south right-of-way line of Tonkawa Trail, same being the northwest corner of said 12.285 acre tract,

THENCE crossing Tonkawa Trail N 17°28'22" W, 50.83 feet for an iron rod found in the northerly right-of-way line of Tonkawa Trail;

Thence along the northerly right-of-way line of Tonkawa Trail and the southerly line of the said 357.051 acre tract the following four (4) courses:

1. S 82°50'39" W, 6.10 feet to an iron rod found;
2. N 88°16'28" W 204.74 feet to an iron rod found;
3. N 87°02'47" W, 43.99 feet to an iron rod found;
4. S 81°55'22" W, 5.54 feet to a capped iron rod set,

THENCE departing the northerly right-of-way line of Tonkawa Trail; crossing said 357.051 acre tract the following (37) thirty-seven courses;

1. N 88°16'28" W, 210.68 feet to a capped iron rod set;
2. 454.39 feet along the arc of a curve to the right, said curve having a radius of 435.00 feet, a central angle of 59°51'00", and a chord bearing N 58°20'59" W 434.01 feet, to a capped iron rod set;
3. N 28°25'29" W, 143.71 feet to a capped iron rod set,
4. S 61°40'19" W, 206.68 feet to a capped iron rod set,

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166 50 ACRES, CONT

5. S 35°06'26" W, 153.27 feet to a capped iron rod set;
6. S 04°08'40" E, 107.06 feet to a capped iron rod set;
7. S 01°14'04" W, 272.71 feet to a capped iron rod set;
8. S 49°13'18" W, 34.26 feet to a capped iron rod set,
9. N 83°58'14" W, 539.29 feet to a capped iron rod set,
10. S 57°16'59" W, 760.99 feet to a capped iron rod set,
11. S 31°31'14" W, 114.05 feet to a capped iron rod set,
12. S 13°12'58" W, 115.86 feet to a capped iron rod set,
13. S 58°28'46" E, 93.71 feet to a capped iron rod set;
14. N 25°44'25" E, 52.87 feet to a capped iron rod set;
15. N 67°59'43" E, 583.13 feet to a capped iron rod set,
16. N 63°08'35" E, 125.87 feet to a capped iron rod set,
17. N 71°31'28" E, 127.61 feet to a capped iron rod set;
18. S 79°02'09" E, 249.85 feet to a capped iron rod set,
19. S 12°17'58" W, 243.30 feet to a capped iron rod set,
20. S 72°02'34" W, 291.35 feet to a capped iron rod set;
21. S 35°04'14" W, 257.06 feet to a capped iron rod set,
22. S 55°10'45" W, 110.81 feet to a capped iron rod set,
23. S 48°55'17" W, 397.38 feet to a capped iron rod set,
24. N 59°34'23" W, 72.72 feet to a capped iron rod set,
25. N 10°49'16" W, 207.65 feet to a capped iron rod set;
26. N 17°35'17" W, 115.75 feet to a capped iron rod set;
27. N 78°48'25" W, 125.48 feet to a capped iron rod set;
28. N 22°08'13" E, 141.91 feet to a capped iron rod set;
29. N 58°28'46" W, 52.93 feet to a capped iron rod set,
30. S 19°37'22" W, 119.76 feet to a capped iron rod set;
31. S 82°34'38" W, 70.60 feet to a capped iron rod set,
32. S 66°10'44" W, 49.15 feet to a capped iron rod set;
33. S 30°13'24" W, 57.65 feet to a capped iron rod set,
34. S 05°09'29" W, 175.27 feet to a capped iron rod set;
35. S 07°37'56" E, 330.08 feet to a capped iron rod set,
36. S 25°22'37" E, 106.01 feet to a capped iron rod set;
37. S 51°03'45" W, 228.72 feet to a capped iron rod set in the northerly right-of-way line of Flint Rock Road and in the southerly boundary line of said 357.051 acre tract;

THENCE with the northerly right-of-way line of Flint Rock Road and the southerly line of said 357.051 acre tract, the following (3) three courses,

1. N 48°18'23" W, 201.28 feet to a nail found;
2. N 63°42'59" W, 369.20 feet to an iron rod found,

FLINTROCK AT HURST CREEK, SINGLE FAMILY AREA, 166.50 ACRES, CONT.

3. N 67°30'17" W, 107.82 feet to an iron rod found in the easterly right-of-way line of Serene Hills Drive and the most westerly corner of said 357.051 acre tract, being the most westerly corner hereof;

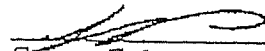
THENCE with the easterly right-of-way line of Serene Hills Drive and the westerly line of said 357.051 acre tract, the following (5) five courses,

1. N 31°30'00" E, 823.98 feet to an iron rod found,
2. N 31°29'48" E, 555.01 feet to an iron rod found,
3. N 31°33'04" E, 691.26 feet to an iron rod found;
4. N 58°26'40" W, 49.93 feet to an iron rod found;
5. N 09°59'04" W, 418.84 feet for an iron rod found for the southwest corner of Lot 33 of the said plat of Majestic Hills Ranchettes and the northwest corner of said 357.051 acre tract;

THENCE with the south and east lines of said Majestic Hills Ranchettes, same being the west boundary line of said 357.051 acre tract the following (3) three courses;

1. N 86°08'25" E, 657.68 feet to a capped iron rod set;
2. N 05°54'41" W, 232.64 feet to a capped iron rod set;
3. N 06°25'53" W, 221.41 feet to the said POINT OF BEGINNING.

Containing 166.50 acres, more or less.


George E. Lucas Date 5-23-2000
Registered Professional Land Surveyor No. 4160
State of Texas

Randall Jones Engineering, Inc.
1212 East Braker Lane
Austin, Texas 78753

File 521-SF-ALL

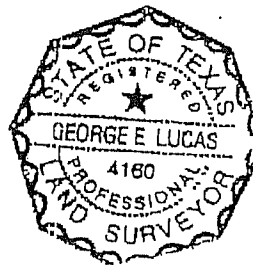


EXHIBIT C

Golf Course Property

See attached.

Exhibit " C "

TRACT 1

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE J P WARNOCK SURVEY NO. 56, THE C. P. REINKE SURVEY NO 67, AND THE C W WALDRON SURVEY NO 78, AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO HPK VENTURES, LTD. FROM FINIAL/PATRON COMPANY, DATED MARCH 26, 1999, AND RECORDED IN VOLUME 13401, PAGE 612, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND SAID TO CONTAIN 1.884 ACRES OF LAND AS DESCRIBED IN A DEED TO HPK VENTURES, LTD FROM LYNN ACRES, L L C , DATED MARCH 23, 2000, AND RECORDED IN DOCUMENT NO 2000046933, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at an iron rod found, for the Southwest corner of that certain tract of land as described in a deed to Hurst Creek Municipal Utility District from Lynn Acres, L.L.C , dated August 23, 1996, and recorded in Volume 12792, Page 1356, of the Real Property Records of Travis County, Texas, for an interior corner of the said HPK tract, and for an interior corner of the herein described tract;

THENCE with the south line of the said Hurst Creek Municipal Utility District tract and a north line of said Tract 1, S 88°19'07" E, a distance of 455 70 feet to a capped iron rod set, for an angle corner of the said Hurst Creek tract, for the West corner of the said 1 884 acre tract, and for an angle corner of this tract;

THENCE with the north line of the said 1 884 acre tract, N 62°16'42" E, a distance of 687 46 feet to a capped iron rod set,

THENCE with the east line of the said 1 884 acre tract, S 21°57'51" E, a distance of 225 65 feet to an iron rod found for the southeast corner of said 1 884 acre tract and for an angle point in the north line of said TRACT 1,

THENCE crossing the said TRACT 1 the following two (2) courses:

- 1 S 41°00'41" E, a distance of 204 74 feet, to an iron rod and cap set;
- 2 S 05°07'18" E, 204.53 feet, for an iron rod set in the south line of said TRACT 1 and in the north right-of-way line of Flint Rock Road

Tract 1, continued.

THENCE with the south line of said TRACT 1 and the north right-of-way line of Flint Rock Road the following (4) four courses:

1. S 71°15'27" W, a distance of 266.28 feet, to an iron rod found;
2. S 85°20'38" W, a distance of 339.57 feet, to an iron rod found;
3. S 78°29'12" W, a distance of 486.67 feet, to an iron rod found,
4. S 75°40'02" W, a distance of 410.05 feet, for an iron rod and cap set,

THENCE departing the north right-of-way line of Flint Rock Road and crossing said TRACT 1 the following twenty-two (22) courses:

1. N 14°19'58" W, a distance of 25.00 feet, for an iron rod and cap set,
2. 32.71 feet along a curve to the right having a radius of 25.00 feet, a central angle of 74°58'01", and a chord bearing N 66°51'22" W a distance of 30.43 feet, for an iron rod and cap set,
3. N 29°22'46" W, for a distance of 32.19 feet, for an iron rod and cap set,
4. 20.51 feet along a curve to the right having a radius of 25.00 feet, a central angle of 47°00'51", and a chord bearing N 05°52'21" W a distance of 19.94 feet, to an iron rod and cap set;
5. 51.69 feet along a curve to the left having a radius of 63.00 feet, a central angle of 47°00'51", and a chord bearing N 05°52'21" W a distance of 50.26 feet, to an iron rod and cap set;
6. N 29°22'46" W, a distance of 41.37 feet, to an iron rod and cap set,
7. 262.52 feet along a curve to the left having a radius of 264.50 feet, a central angle of 56°52'01", and a chord bearing N 57°48'46" W a distance of 251.87 feet, to an iron rod and cap set,
8. 37.69 feet along a curve to the right having a radius of 25.00 feet, a central angle of 86°22'49", and a chord bearing N 43°03'22" W a distance of 34.22 feet, to an iron rod and cap set,
9. N 00°08'02" E, a distance of 1.94 feet, to an iron rod and cap set;
10. N 81°03'14" E, a distance of 123.42 feet, to an iron rod and cap set,
11. N 00°54'36" E, a distance of 89.98 feet, to an iron rod and cap set,
12. N 41°26'01" E, a distance of 191.53 feet, to an iron rod and cap set;
13. N 14°58'34" E, to a distance of 327.17 feet, to an iron rod and cap set,
14. N 23°44'22" W, a distance of 151.02 feet, to an iron rod and cap set,
15. N 38°52'07" E, a distance of 179.64 feet, to an iron rod and cap set,
16. N 10°42'22" E, a distance of 72.45 feet, to an iron rod and cap set,
17. N 50°53'00" W, a distance of 134.56 feet, to an iron rod and cap set,
18. N 39°07'00" E, a distance of 82.55 feet, to an iron rod and cap set,

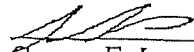
Tract 1, continued.

- 19 61 60 feet along a curve to the right having a radius of 275 00 feet, a central angle of $12^{\circ}50'00''$, and a chord bearing N $45^{\circ}32'00''$ E a distance of 61 47 feet, to an iron rod and cap set;
20. N $51^{\circ}57'00''$ E, a distance of 105 74 feet, to an iron rod and cap set,
- 21 S $38^{\circ}03'00''$ E, a distance of 173 83 feet, to an iron rod and cap set,
22. N $86^{\circ}24'14''$ E, a distance of 109 09 feet, to an iron rod set in the west line of the said Hurst Creek Municipal Utility District tract and in the east line of said TRACT 1,

THENCE, with the west line of said Hurst Creek Municipal Utility District tract and an east line of said TRACT 1, the following two (2) courses:

- 1 S $14^{\circ}53'38''$ W, a distance of 490 21 feet to an iron rod found;
- 2 S $14^{\circ}48'07''$ W, a distance of 341 22 feet, to the said Point of Beginning.

Containing 23 349 acres, more or less

 4-27-2000
George E Lucas Date April 27, 2000
Registered Professional Land Surveyor No. 4160
State of Texas

Randall Jones Engineering, Inc
1212 East Braker Lane
Austin, Texas 78753

File 613-TR1

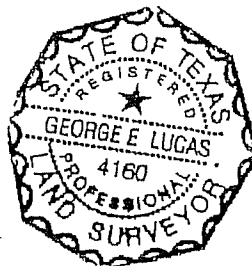


Exhibit "C" continued

TRACT 2

THAT PART OF THE C.P. REINKE SURVEY NO 67, ABSTRACT NO 688 AND THE C W WALDRON SURVEY NO 78 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 357 843 ACRE TRACT CONVEYED TO HPK VENTURES, LTD., BY DEED RECORDED IN VOLUME 13401, PAGE 612 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

Beginning at an iron rod found for the Southeast corner of Lot 609 and the East corner of Lot No 608, of The Hills of Lakeway, Phase Eight P U D , according to the plat thereof recorded in Volume 82, Pages 1, 2, 3 and 4 of the Plat Records of Travis County, Texas, and for an angle corner of the said 357 843 acre tract

Thence with the common boundary line of said The Hills of Lakeway, Phase Eight and the said 357.843 acre tract, N 02°47'56" W a distance of 238 68 feet to an iron rod found an exterior ell corner of that certain tract said to contain 91 55 acres of land as described in a deed to Lynn Acres, L L C from Irvin Wall, dated May 5, 1995, and recorded in Volume 12486, Page 464, of the Real Property Records of Travis County, Texas, for an exterior ell corner of the said 357.843 acre tract, and for the Northwest corner of this tract,

Thence departing the easterly boundary line of said subdivision, with the common boundary line of said 357.843 acre tract, and said 91 55 acre tract S 86°04'53" E, a distance of 697 68 feet for an iron rod and cap set, for the Northeast corner of this tract,

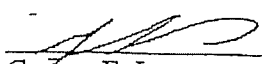
Thence crossing the said 357.843 acre tract the following seventeen (17) courses

- 1 S 44°08'58" W, a distance of 410 68 feet to an iron rod and cap set,
- 2 S 38°03'00" E, a distance of 162.82 feet to an iron rod and cap set,
- 3 S 51°57'00" W, a distance of 15 77 feet to an iron rod and cap set;
- 4 9 23 feet along a tangent curve to the left, having a radius of 325 00 feet, a central angle of 1°37'37", and a chord of which bears S 51°08'11" W for a distance of 9 23 feet to an iron rod and cap set,
- 5 N 38°03'00" W, a distance of 160 41 feet to an iron rod and cap set;
- 6 S 45°56'43" W, a distance of 186.68 feet to an iron rod and cap set,
- 7 S 57°07'21" W, a distance of 149 03 feet to an iron rod and cap set,
- 8 S 71°08'18" W, a distance of 76 28 feet to an iron rod and cap set,
- 9 S 74°13'43" W, a distance of 195 41 feet to an iron rod and cap set,
- 10 S 66°28'50" W, a distance of 213 51 feet to an iron rod and cap set,

Tract 2, continued

- 11 S 75°26'07" W, a distance of 486.32 feet for an iron rod and cap set,
- 12 S 22°00'08" W, a distance of 83.64 feet for an iron rod and cap set,
- 13 97.62 feet along a tangent curve to the left having a radius of 335.00 feet, a central angle of 16°41'43", and a chord bearing N 84°30'39" W a distance of 97.27 feet for an iron rod and cap set,
- 14 S 87°08'30" W, a distance of 100.00 feet to an iron rod and cap set,
- 15 239.85 feet along a tangent curve to the right having a radius of 320.27 feet, a central angle of 42°54'32", and a chord bearing N 71°24'14" W a distance of 234.29 feet to an iron rod and cap set;
- 16. N 61°57'45" E, a distance of 720.86 feet to an iron rod and cap set,
- 17 N 65°54'41" E, a distance of 678.74 feet to the said Point of Beginning.

Containing 13.429 acres, more or less


George E. Lucas

4-27-2000
Date April 27, 2000

Registered Professional Land Surveyor No. 4160
State of Texas

Randall Jones Engineering, Inc
1212 East Braker Lane
Austin, Texas 78753

File: 613-TR-2

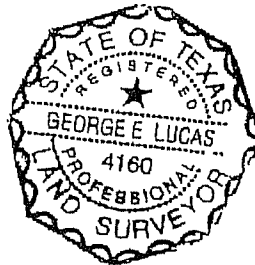


Exhibit " C " continued

TRACT 3

THAT PART OF THE C.W WALDRON SURVEY NO 78, AND THE W FAWCETT SURVEY NO 426, IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 357 843 ACRE TRACT CONVEYED TO HPK VENTURES, LTD , BY DEED RECORDED IN VOLUME 13401, PAGE 612 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THE RIGHT OF WAY (FIFTY FEET WIDE) FOR TONKAWA TRAIL AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron rod and cap set in the south line of Lot 833 of The Hills of Lakeway Phase Three, according to the plat thereof recorded in Plat Book 80, Pages 230-232 of the Plat Records of Travis County, same being a point in the north line of said 357 843 acre tract, and being the most north northwesterly corner of the herein described tract, and from which an iron rod found for the southwest corner of Lot 837 of the said plat of The Hills of Lakeway Phase Three bears S 85°47'16"W , 449 75 feet,

THENCE, N.85°47'16"E , along the south line of said The Hills of Lakeway Phase Three and along the north line of the said 357 843 acre tract, 432 54 feet to an iron rod cap set for the southeast corner of said The Hills of Lakeway Phase Three and a point in the south right-of-way line of The Hills Drive (60 foot wide private right-of-way) as shown on the plat of The Hills of Lakeway Phase Four, according to the plat thereof recorded in Plat Book 81, Pages 123, 124 and 125 of the Plat Records of Travis County,

THENCE, with the north line of the said 357.843 acre tract, and the south right-of-way line of The Hills Drive, the following two (2) courses

- 1 N 86°10'53"E., 1222.05 feet to an iron rod found;
- 2 N 86°21'26"E , 781 06 feet to an iron rod and cap set,

THENCE, crossing the said 357 843 acre tract the following 32 courses

- 1 S 03°42'16"E , 298.28 feet to an iron rod and cap set,
- 2 S 85°33'06"W., 533.65 feet to an iron rod and cap set,
- 3 S 27°29'50"E , 678.25 feet to an iron rod and cap set;
- 4 S 41°58'55"E , 124 69 feet to an iron rod and cap set;
- 5 S 68°54'15"E , 410 56 feet to an iron rod and cap set,
- 6 N 47°35'42"E , 125 21 feet to an iron rod and cap set,
- 7 N 20°07'58"W , 199.55 feet to an iron rod and cap set,
- 8 N 31°51'09"E , 48 61 feet to an iron rod and cap set,
- 9 N 35°31'31"E , 64 02 feet to an iron rod and cap set,
- 10 N 87°30'50"E , 231 89 feet to an iron rod and cap set,
- 11 S 49°09'23"E , 90 87 feet to an iron rod and cap set,

Tract 3, continued:

12. S.36°43'35"E., 749 90 feet to an iron rod and cap set,
13. N 87°12'17"E , 149 58 feet to an iron rod and cap set,
14. N 20°49'47"E., 94 72 feet to an iron rod and cap set;
15. 121 01 feet along a curve to the left having a radius of 335 00 feet, a central angle of 20°41'45", and a chord bearing S 79°31'05"E , 120 35 feet; to an iron rod and cap set,
16. S 89°51'58"E , 95.09 feet to an iron rod and cap set,
17. 39 27 feet along a curve to the right having a radius of 25.00 feet, a central angle of 90°00'00", and a chord bearing S 44°51'58"E , 35 36 feet, to an iron rod and cap set;
18. S.00°08'02"W , 55 00 feet to an iron rod and cap set;
19. 135 56 feet along a curve to the right having a radius of 265 00 feet, a central angle of 29°18'37", and a chord bearing S 14°47'21"W , 134 09 feet, to an iron rod and cap set,
20. S 29°26'39"W , 41 20 feet to an iron rod and cap set,
21. N.67°04'28"W , 126 69 feet to an iron rod and cap set,
22. S 46°20'27"W., 345 85 feet to an iron rod and cap set;
23. S 79°04'47"W., 148 07 feet to an iron rod and cap set;
24. S 88°26'50"W , 362 12 feet to an iron rod and cap set,
25. N.81°22'54"W , 271 74 feet to an iron rod and cap set;
26. N.66°20'34"W., 416 09 feet to an iron rod and cap set,
27. N 71°45'26"W , 574.55 feet to an iron rod and cap set,
28. S 64°04'59"W., 238 40 feet to an iron rod and cap set,
29. S 73°47'16"W., 295.55 feet to an iron rod and cap set,
30. S 01°22'12"E , 184 75 feet to an iron rod and cap set,
31. S 73°49'08"W , 187 60 feet to an iron rod and cap set,
32. 347 98 feet along a curve to the right (at a distance of 287.79 feet pass the east right of way line of Tonkawa Trail and a west line of the said 357 843 acre tract), said curve having a radius of 412 02 feet, a central angle of 48°23'25", and a chord bearing N.81°59'09"W , 337 73 feet; to an iron rod and cap set in the west right of way line Tonkawa Trail and in the east line of the that 12 285 acre tract conveyed to HPK Ventures, Ltd , by the said deed recorded in Volume 13410, Page 612,

Thence along the said west right of way line of Tonkawa Trail and the east line of the said 12 285 acre tract the following six (6) courses

1. N.06°51'11"W , 45 65 feet to an iron rod found,
2. N.05°59'25"W , 169 77 feet to an iron rod found,
3. N 00°58'58"W , 165 00 feet to an iron rod found;

Tract 3, continued:


4. N 05°50'33"W , 121 09 feet to an iron rod found,
- 5 N 14°20'58"W., 124 03 feet to an iron rod found,
- 6 N.28°08'17"W , 76 48 feet to a capped iron rod set,

Thence N.00°03'09"E , crossing the said right of way for Tonkawa Trail (at a distance of 81.59 feet pass the north right of way line of Tonkawa Trail and the south line of the said 357 843 acre tract) in all a total distance of 483 22 feet to an iron rod and cap set,

Thence continue crossing the said 357 843 acre tract the following ten (10) courses -

1. N.49°13'13"W., 181.55 feet to an iron rod and cap set,
- 2 S 61°25'06"W , 394.43 feet to an iron rod and cap set,
3. S 08°19'36"W , 218.61 feet to an iron rod and cap set;
- 4 N.88°16'28"W , 490 25 feet to an iron rod and cap set;
- 5 381 27 feet along a curve to the right having a radius of 365 00 feet, a central angle of 59°51'00", and a chord bearing N58°20'59"W., 364 17 feet, to an iron rod and cap set,
- 6 N 28°25'29"W , 190.90 feet to an iron rod and cap set,
7. N 66°31'33"E , 334 78 feet to an iron rod and cap set,
- 8 N 72°39'53"E , 302 59 feet to an iron rod and cap set,
- 9 N42°55'39"E , 115 63 feet to an iron rod and cap set,
- 10 N 06°53'46"E, 126 80 feet to the said Point of Beginning

Containing 96 665 acres, more or less


George E. Lucas

4-27-2000
Date April 27, 2000

Registered Professional Land Surveyor No 4160

State of Texas

Randall Jones Engineering, Inc.
1212 East Braker Lane
Austin, Texas 78753

File 613-TR-3

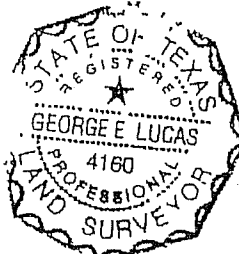


Exhibit " C " continued

TRACT 4

THAT PART OF THE W FAWCETT SURVEY NO 427, THE C W WALDRON SURVEY NO 79, THE C.W WALDRON SURVEY NO 78 AND THE W. FAWCETT SURVEY NO 426, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 357 843 ACRE TRACT CONVEYED TO HPK VENTURES, LTD , BY DEED RECORDED IN VOLUME 13401, PAGE 612 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at an iron rod found in the west right-of-way line of Tonkawa Trail (a 50 foot right-of-way), same being in the north right-of-way line of Flint Rock Road (a 50 foot right-of-way), from which an iron rod found for the most westerly corner of the plat of Palomba Addition No. 2 a subdivision according to the plat thereof recorded in Volume 87, Page 195 of the Plat Records of said County bears N 81°02'14"E , a distance, of 52 79 feet:

THENCE, with the northerly right-of-way line of Flint Rock Road, same being the south line of said 357 843 acre tract the following (4) three courses.

- 1 S 79°58'46"W, a distance of 28 40 feet to an iron rod found,
- 2 S 85°22'30" W, a distance of 122.68 feet to an iron rod found,
- 3 N 60°46'30" W, a distance of 18 86 feet to an iron rod found,
- 4 N 37°29'30" W, a distance of 125 89 feet to an iron rod and cap set for an angle point hereof;

THENCE, departing the northerly right-of-way line of Flint Rock Road, through the interior of said 357.843 acre tract the following (38) thirty eight courses:

1. N 52°31'14" E, a distance of 70 62 feet to an iron rod and cap set;
- 2 N 25°22'37" W, a distance of 620.32 feet to an iron rod and cap set,
- 3 N 07°37'56" W, a distance of 330.08 feet to an iron rod and cap set;
- 4 N 05°09'29" E, a distance of 175 27 feet to an iron rod and cap set,
5. N 30°13'24" E, a distance of 57.65 feet to an iron rod and cap set,
6. N 66°10'44" E, a distance of 49.15 feet to an iron rod and cap set;
7. N 82°34'38" E, a distance of 70 60 feet to an iron rod and cap set,
- 8 N 19°37'22" E, a distance of 119 76 feet to an iron rod and cap set,
- 9 S 58°28'46" E, a distance of 52 93 feet to an iron rod and cap set,
- 10 S 22°08'13" W, a distance of 141 91 feet to an iron rod and cap set,
11. S 78°48'25" E, a distance of 125.48 feet to an iron rod and cap set,
- 12 S 17°35'17" E, a distance of 115 75 feet to an iron rod and cap set,

Tract 4, continued

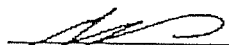
13. S 10°49'16" E, a distance of 207.65 feet to an iron rod and cap set;
14. S 59°34'23" E, a distance of 72.72 feet to an iron rod and cap set,
15. N 48°55'17" E, a distance of 397.38 feet to an iron rod and cap set,
16. N 55°10'45" E, a distance of 110.81 feet to an iron rod and cap set,
17. N 35°04'14" E, a distance of 257.06 feet to an iron rod and cap set;
18. N 72°02'34" E, a distance of 291.35 feet to an iron rod and cap set;
19. N 12°17'58" E, a distance of 243.30 feet to an iron rod and cap set,
20. N 79°02'09" W, a distance of 249.85 feet to an iron rod and cap set;
21. S 71°31'28" W, a distance of 127.61 feet to an iron rod and cap set;
22. S 63°08'35" W, a distance of 125.87 feet to an iron rod and cap set,
23. S 67°59'43" W, a distance of 583.13 feet to an iron rod and cap set;
24. S 25°44'25" W, a distance of 52.87 feet to an iron rod and cap set;
25. N 58°28'46" W, a distance of 93.71 feet to an iron rod and cap set;
26. N 13°12'58" E, a distance of 115.86 feet to an iron rod and cap set,
27. N 31°31'14" E, a distance of 114.05 feet to an iron rod and cap set;
28. N 57°16'59" E, a distance of 760.99 feet to an iron rod and cap set,
29. S 83°58'14" E, a distance of 539.29 feet to an iron rod and cap set,
30. N 49°13'18" E, a distance of 34.26 feet to an iron rod and cap set;
31. N 01°14'04" E, a distance of 272.71 feet to an iron rod and cap set;
32. N 04°08'40" W, a distance of 107.06 feet to an iron rod and cap set;
33. N 35°06'26" E, a distance of 153.27 feet to an iron rod and cap set,
34. N 61°40'19" E, a distance of 206.68 feet to an iron rod and cap set for the most northerly corner hereof,
35. S 28°25'29" E, a distance of 143.71 feet to an iron rod and cap set,
36. 224.09 feet along a curve to the left having a radius of 435.00 feet, a central angle of 29°30'59", and a chord bearing S 43°10'58" E a distance of 221.62 feet, to an iron rod and cap set,
37. S 32°03'32" W, a distance of 150.00 feet to an iron rod and cap set;
38. S 57°22'51" E, a distance of 242.15 feet to an iron rod and cap set in the northerly right-of-way line of Tonkawa Trail, same being a point in the southerly line of said 357.843 acre tract, being the most easterly corner hereof, and from which a iron rod in the southerly boundary line of said 357.843 acre tract, same being the northerly right-of-way line of Tonkawa Trail acre tract bears N52°00'18"E, a distance of 243.14 feet,

Tract 4, continued.

THENCE, with the southerly line of said 357 843 acre tract, same being the northerly right-of-way line of Tonkawa Trail the following (20) twenty courses:

- 1 S 52°00'18" W, a distance of 26 69 feet to an iron rod found,
- 2 S 48°53'59" W, a distance of 121 30 feet to an iron rod found,
3. S 38°29'37" W, a distance of 99 81 feet to an iron rod found,
- 4 S 20°51'41" W, a distance of 119.07 feet to an iron rod found,
5. S 02°56'24" W, a distance of 381.20 feet to an iron rod found,
- 6 S 16°04'14" W, a distance of 47 72 feet to an iron rod found,
- 7 S 42°43'49" W, a distance of 68 93 feet to an iron rod found,
- 8 S 53°17'31" W, a distance of 55 55 feet to an iron rod found,
9. S 67°36'39" W, a distance of 62 51 feet to an iron rod found,
10. S 80°23'40" W, a distance of 202 52 feet to an iron rod found,
11. S 67°55'52" W, a distance of 105.15 feet to an iron rod found,
12. S 55°25'51" W, a distance of 185 07 feet to an iron rod found,
- 13 S 41°33'22" W, a distance of 212.88 feet to an iron rod found,
14. S 52°21'04" W, a distance of 184.69 feet an iron rod found,
15. S 44°45'43" W, a distance of 76 37 feet to an iron rod found,
16. S 35°03'17" W, a distance of 148.18 feet to an iron rod found,
- 17 S 37°37'25" W, a distance of 223 42 feet to an iron rod found;
18. S 33°07'14" W, a distance of 184 82 feet to an iron rod found,
19. S 25°36'14" W, a distance of 132 99 feet to an iron rod found,
- 20 S 08°55'01" W, a distance of 201 15 feet to the said POINT OF BEGINNING

Containing 42.920 acres, more or less


George E Lucas Date April 27, 2000
Registered Professional Land Surveyor No 4160
State of Texas

Randall Jones Engineering, Inc
1212 East Braker Lane
Austin, Texas 78753

File: 613-TR-4

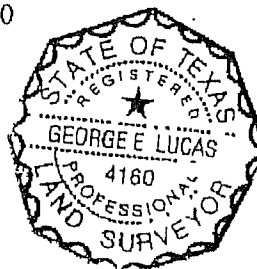


Exhibit "C" continued

TRACT 5

THAT PART OF THE C W WALDRON SURVEY NO 78 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 357 843 ACRE TRACT OF LAND CONVEYED TO HPK VENTURES, LTD, BY DEED RECORDED IN VOLUME 13401, PAGE 612 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron rod found at the intersection of the north right-of-way line of Flint Rock Road, (50 foot right-of-way) same being the southerly boundary line of the said 357 843 acre tract, and the east right-of-way line of Tonkawa Trail (50 foot right-of-way) for the southwest corner of the herein described tract and from which an iron rod found for the southeast corner of that 8 776 acre tract as described in a deed to Edwin E Ragan, III and Patty C. Ragan recorded in Volume 11701, Page 2032 of the Real Property Records of Travis County, Texas bears S 84°08'42"W, 54 54 feet;

THENCE along the said east right-of-way of Tonkawa Trail and along the boundary of the said 357 843 acre tract, the following six (6) courses.

- 1 N 29°16'52"W, 66 18 feet to an iron rod found,
- 2 N 33°00'35"W, 108 32 feet to an iron rod found,
- 3 N.38°42'12"W, 96.32 feet to an iron rod found;
- 4 N.41°39'31"W, 175 30 feet to an iron rod found,
- 5 N 12°43'31"W, 54 86 feet to an iron rod found;
- 6 N 03°52'46"W, 60 17 feet to an iron rod set,

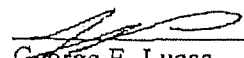
THENCE crossing the said 357 843 acre tract the following (5) five courses:

1. 299 07 feet along a curve to the left having a radius of 482 02 feet, a central angle of 35°32'55", and a chord bearing S 88°24'24"E, 294 29 feet to a capped iron rod set,
- 2 N 73°49'08"E, 187.60 feet to a capped iron rod set;
- 3 1 49 feet along a curve to the right having a radius of 525 88 feet, a central angle of 00°09'44", and a chord bearing N 73°54'01"E, 1 49 feet, to a capped iron rod set;
4. S.24°39'01"E, 332 11 feet to a capped iron rod set;
5. S.43°41'44"E, 224 81 feet to capped iron rod set in the north right-of-way line of Flint Rock Road and the south line of the said 357 843 acre tract,

THENCE S.84°18'32"W, along the north right-of-way line of Flint Rock Road and the south line of the said 357 843 acre tract, 487 72 feet to the said POINT OF BEGINNING.

Containing 5 063 acres, more or less

Tract 5, continued


George E. Lucas

4-27-2000
Date: April 27, 2000

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State of Texas

Randall Jones Engineering, Inc
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Austin, Texas 78753

File: 613-TR-5

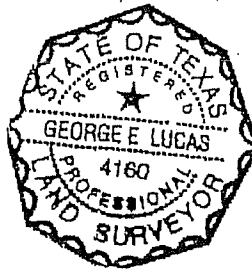


EXHIBIT D

Golf Course Criterion

CITY OF LAKEWAY BOARD OF ADJUSTMENT FENCE CRITERION

All golf course lots, without exception, must have a fence.

The fences must be of uniform construction and made metal and painted black.

The fences must have a uniform height (4 feet).

Gates opening onto the golf course are not permitted.

All side fences connecting to the golf course fence must be uniform and matching the golf course fence for at least twenty-five (25) feet from the property line.

No other structures besides a fence will be allowed in the twenty-five foot (25') building setback.

The final fence design will be subject to the approval of the City Building Commission.

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

Golf Course Fences in Phases 3 - 6 must be installed no later than three years after the first building permit for a home was issued in the respective phase.

AFTER RECORDING PLEASE RETURN TO:

FLINTROCK AT HURST CREEK PROPERTY OWNER'S ASSOCIATION, INC.
1213 RR 620 SOUTH
SUITE 200
AUSTIN, TEXAS 78734

(512) 263-2214 PHONE
(512) 263-2318 FAX

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, reading "Dana DeBeauvoir".

2005 Sep 08 04:26 PM 2005167713

KNOWLES \$416.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS