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First American Title

VILLAS AT FLINTROCK
SUPPLEMENTAL DECLARATION
TO

FLINTROCK AT HURST CREEK II MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

WHEREAS, HPK VENTURES, LTD., a Texas limited partnership, "Declarant" is the owner of that certain real property described as **VILLAS AT FLINTROCK**, a subdivision situated in Travis County, Texas, according to the map or plat thereof recorded Plat Records of Travis County, Texas in file #200200150 (the "Property"); and

WHEREAS, The Declaration is more particularly described as that certain Flintrock at Hurst Creek II Master Declaration of Covenants, Conditions and Restrictions of record in Document No. 2000080983 of the Real Property Records of Travis County, Texas; and,

WHEREAS, Section 2.1 of the Declaration hereinafter defined authorizes HPK VENTURES, LTD., Declarant, to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and,

WHEREAS, VILLAS AT FLINTROCK, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and,

WHEREAS, VILLAS AT FLINTROCK, is an addition pursuant to the general plan approved by the Veterans Administration; and,

NOW, THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Declaration and following limitations and restrictions. The Property is hereby annexed and incorporation within the scheme of the Declaration.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner Pad Sites, shall have a minimum of 100% of exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry use, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage Within Improvements.** The living area of the main residential structure located on any Pad Site (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,000 square feet for a single-story residence, and not less than 2,500 square feet for a two-story residence.

1.3 **Roofing Materials.** Roofing materials used on residential structures must consist of tile only and any materials other than tile must be approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Driveways.** All driveways and sidewalks shall be masonry or concrete, and no asphalt or gravel driveways shall be permitted. All City sidewalks and that portion of the driveways from the street to the front property line (The Approach) shall be gray, light-broomed finish concrete.

1.5 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence must be partially screened by vegetation.

1.5 (a) **Fencing Adjacent to Golf Course.** All fences constructed along the boundary of the Golf Course shall be constructed of wrought iron, with limestone columns placed at property corners (or in the absence of property corners, the columns shall not exceed a distance of 50'-0" on center).

1.5(b) **Fence Maintenance.** Fence maintenance shall be the responsibility of the Condominium Owners Association and shall collectively be participated in by all Pad Site owners.

1.6 **Towers / Antennas.** No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or other form of electromagnetic radiation which is visible from the exterior of a residence shall be erected, used or maintained on any Unit; provided, however, that one (1) satellite dish receiver no greater than 18 inches in diameter may be affixed to each Unit. The Board may adopt such other rules and regulations governing the erection and maintenance of antennas and satellite dishes in accordance with Federal, State, or local ordinances, rules or regulations.

1.7 **Vehicle Parking.** To the extent reasonably practical, the property owner shall restrict, limit or prohibit the use of any driveway or parking area which may be in front of, adjacent to or visible from any part of the Golf Course as a parking place for commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats; provided, that, to the extent the requirements set forth in the immediately preceding portion of this sentence cannot be accomplished in a reasonably practical manner, said driveways or parking areas shall be screened in a manner reasonably satisfactory to the Homeowners' Association and the City of Lakeway Planning Director. Overnight parking of automobiles, trucks or commercial vehicles or storage of trucks or commercial vehicles in excess of three-quarter ton rated capacity on any portion of the land in front of or adjacent to and visible from the Golf Course, except in enclosed buildings, is prohibited. No unregistered or in operable motor vehicle or trailer of any kind may be disassembled, serviced, repaired or stored on the land, except in an enclosed building.

1.8 **Improvements.** No improvements shall be placed or installed as to be visible from the street or from the Golf Course, without prior approval of the Architectural Review Committee.

1.9(a) **Swimming Pools, Tennis Courts and Sport Courts.** Any swimming pool, tennis court or sport court, and the screening or fencing of such, to be constructed on the land adjacent to and visible from the Golf Course shall be subject to the approval and requirements of the Architectural Review Committee and the City of Lakeway, which shall include, but which shall not be limited to the following: (1) above ground swimming pools shall not be allowed; and, (2) the materials, design and construction thereof shall meet standards generally accepted by the industry and shall comply with regulations of all applicable governmental agencies, and shall meet all fence and setback criteria established by this agreement and city ordinances.

1.9(b) **Accessory Buildings.** Accessory buildings shall not be permitted in any yard area which abuts the Golf Course.

1.10 **Landscaping.** All landscape improvements visible from the street or golf course are subject to review by the Architectural Review Committee and the City of Lakeway prior to installation. In any event, grass seeding, sprigging or hydro-mulching shall be prohibited in areas visible from the street and golf course.

Grassed areas shall be established by grass sod installed for immediate and full coverage in areas visible from the street and golf course.

1.11 **Hold Harmless Agreement.** It is acknowledged and agreed that, from time to time, golf balls may be hit which leave the boundaries of the Golf Course and stray onto the Golf Course Pad Sites and which cause a potential danger and hazard to the owners of the Golf Course Pad Sites, their families, tenants, guests and employees, and to personal property situated on the Golf Course Pad Sites. Each owner of any of the Golf Course Pad Sites shall and does hereby, on behalf of such owner, his heirs, legal representatives, successors and assigns, release and hold harmless the City of Lakeway, the Flintrock at Hurst Creek Golf Club, HPK VENTURES, LTD., and their respective successors and assigns from any claims, liabilities, causes of action, court costs, expenses, attorney's fees, losses and damages arising out of or related to any damage to persons or property caused by golf balls straying onto such owner's Golf Course Pad Site. This release shall be a condition of the purchase or sale of each of the Golf Course Pad Sites, and shall constitute a covenant running with the land comprising the Golf Course Pad Sites, which shall be binding upon the owners of the Golf Course Pad Sites, their heirs, successors and assigns, and shall inure to the benefit of the City of Lakeway, Flintrock at Hurst Creek Golf Club, HPK VENTURES, LTD. and their respective successors and assigns.

1.12 **Garages.** All garages will be not less than two (2) car garages.

1.13 **Sales trailers:** One sales/construction trailer shall be allowed during development period subject to the City of Lakeway's regulations and approval.

2. **Ratification.** The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

HPK VENTURES, LTD., a Texas limited partnership
By: HPK Development, Inc., a Texas corporation,
General Partner

By: 
Russell Parker, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 30 day of July, 2003, by Russell Parker, President of HPK Development, Inc., General Partner of HPK VENTURES, LTD., a Texas limited partnership, on behalf of said partnership.