

2003181059

**DECLARATION OF CONDOMINIUM REGIME FOR
VILLAS AT FLINTROCK, INC.**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

HPK VENTURES, LTD., a Texas limited partnership ("Declarant") is the owner of Lot 51, to be called The Villas at Flintrock, located in the City of Lakeway, Travis County, Texas, according to the map or plat recorded in Document No. 200200150 in the Real Property Records of Travis County, Texas (the "Land"), together with all improvements thereon and all easements, rights and appurtenances thereto (collectively, the "Improvements"). The Land and Improvements are hereby made subject to a condominium regime in accordance with the provisions of Chapter 82 of the Texas Property Code (the "Uniform Act") and the provisions of this Declaration of Condominium Regime for Villas at Flintrock, Inc. ("Declaration").

BASIC PROVISIONS

- A. (i) NAME OF CONDOMINIUM Villas at Flintrock, Inc.
- " (ii) NAME OF ASSOCIATION Villas at Flintrock Condominium Association, Inc., a Texas non-profit corporation
- B. COUNTY IN WHICH CONDOMINIUM IS LOCATED Travis
- C. DESCRIPTION OF UNIT BOUNDARIES AND IDENTIFYING NUMBER
See Section 1.22, and Exhibit A 1-7
- D. MAXIMUM NUMBER OF UNITS DECLARANT MAY CREATE Forty-Four (44)
- E. REAL PROPERTY WHICH MAY BE LATER ALLOCATED AS A LIMITED COMMON ELEMENTS
The Board (and the Declarant pursuant to Section L (i)(e) below), may, from time to time, designate portions of the Common Elements as Limited Common Elements, may designate portions of the Common Elements for use by non-owners for specified periods of time, or may limit the use of Common Elements to those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board.
- F. INTEREST IN COMMON ELEMENTS ALLOCATED TO EACH UNIT
- | <u>Unit Designated by
Identifying No</u> | <u>Allocation of Interest
in Common Areas</u> |
|--|---|
| 44 units total | 2.273% each unit |
- G. RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION OF UNITS
The regime is a residential condominium. Restrictions on use, occupancy and alienation of units are set for the in Article Five of the Declaration.
- H. DESCRIPTION OF AND RECORDING DATA FOR RECORDED EASEMENTS, AND LICENSES APPURTENANT TO OR INCLUDED IN THE CONDOMINIUM OR TO WHICH ANY PORTION OF THE CONDOMINIUM IS OR MAY BECOME SUBJECT BY RESERVATION IN THIS DECLARATION
See Exhibit "A 1-7" attached hereto and incorporated herein for all purposes.

I. METHODS FOR AMENDING THE DECLARATION

See Article Eight of the Declaration, and Uniform Act §82.061 and §82.062.

J. PLAT AND PLAN

See (i) Lot 51, to be called The Villas at Flintrock, located in the City of Lakeway, Travis County, Texas, according to the map or plat recorded in Document No. 200200150 in the Real Property Records of Travis County, Texas; and (ii) Exhibit "A 1-7", which further identified each building constructed or to be constructed upon the Land, and each Unit (subject to alteration pursuant to special rights reserved by Declarant in L (i) herein below.)

K. ASSOCIATION'S OBLIGATIONS TO REBUILD OR REPAIR FOLLOWING A CASUALTY OR OTHER DISPOSITION OF CASUALTY INSURANCE PROCEEDS

See Article Seven of the Declaration and §82.111 of the Uniform Act.

L. (i) SPECIAL RIGHTS RESERVED BY DECLARANT

(a) Signs See Section 5.10 of the Declaration.

(b) Amendments. See Article 8 of the Declaration

(c) Sales Office / Model Units See Section 5.22 of the Declaration regarding use of a unit as a sales, leasing or management office and use of up to three (3) units as model sales units.

(d) Officer and Director Appointment and Removal Powers Declarant reserves the right to appoint and remove, at any time and from time to time, with or without cause, the officers and directors of the Association. Notwithstanding any provision in this subsection (d) to the contrary, not later than the one hundred twentieth (120th) day after conveyance of fifty percent (50%) of the Units to Owners other than Declarant, one-third (1/3) of the members of the Board shall be elected by Unit Owners other than Declarant.

(e) Reallocation of Common Elements and Limited Common Elements The Declarant reserves the right to reallocate Common Elements as Limited Common Elements and reallocate Limited Common Elements for the exclusive use of the owners of Units appurtenant thereto. The Declarant may reallocate Common Elements as Limited Common Elements areas pursuant to the provisions of §82.058 of the Uniform Act; (i) by instrument recorded in the Real Property Records of Travis County, Texas; (ii) in the deed pertaining to the Unit to which the Limited Common Element is appurtenant; or (iii) by amendment to this Declaration recorded in the Real Property Records of Travis County, Texas. Subsequent to the Declarant control period set forth in (iii) below, the right of reallocation pursuant to this Section L (i)(e) shall automatically transfer to the Board.

(f) Use of Easements and Rights of Entry See Section 6.3 of the Declaration.

(g) Changes in the Plans Initially Assigned to Each Unit Exhibit "A 1-7" includes a vertical description of each Building constructed or contemplated to be constructed upon each Unit. Declarant reserves the right to change, modify, or amend the vertical description assigned to a Unit on "A-7", so long as Declarant, or any assignee of Declarant's rights reserved pursuant to this

subsection (g), is the owner of the Unit, which change, modification, or amendment may affect the size, appearance, and/or mechanical, structural and other components of the Building to which such vertical description relates. In the event Declarant elects to change the vertical description assigned to a Unit owned by Declarant, or such assignee. Declarant as its assignee, as the case may be, shall file, upon substantial completion of such Building to which the vertical description relates, a Notice of Substantial Completion in accordance with the provisions of Section 1.22, which describes the vertical improvements actually constructed upon the Unit.

- (h) Completion of Improvements Indicated on Plat and Plan Declarant, or any assignee of Declarant's rights reserved pursuant to this subsection (h), reserves the right to complete all Buildings and other improvements shown on "A-7", as revised, modified, or amended pursuant to L (i)(g) or any other applicable term or provisions of this Declaration, which right shall continue until such time as Declarant, or any assignee of Declarant's rights reserved pursuant to this subsection (h), no longer owns any Units in the Regime.
- (ii) TRANSFER OF SPECIAL DECLARANT RIGHTS The rights reserved to Declarant under this Declaration may be transferred only as provided in §82.104 of the Uniform Act.
- (iii) TIME LIMITS BY WHICH DECLARANT MUST EXERCISE RIGHTS Unless sooner terminated by instrument executed by Declarant and recorded in the Real Property Records of Travis County, Texas, all rights reserved by the Declarant under this Declaration, other than the rights granted Declarant pursuant to Basic Provisions L (i)(a), (c), (g) and (h), shall terminate one hundred twenty (120) days after seventy five percent (75%) of the Units have been conveyed to owners other than the Declarant. The rights granted to Declarant pursuant to Basic Provisions L(i)(a), (c), (g) and (h) shall terminate at such time as Declarant, or any assignee of Declarant to such rights, no longer owns any Units within the Regime.

ARTICLE 1 DEFINITIONS

- 1.1 Association. Shall mean Villas at Flintrock Condominium Association, Inc., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "unit owners association" in the Uniform Act.
- 1.2 Board. Shall mean the Board of Directors of the Association.
- 1.3 Building. Shall mean a residential structure now existing or hereafter placed on the Land.
- 1.4 By-Laws. Shall mean the corporate bylaws of the Association.
- 1.5 Common Elements. Shall mean all portions of the Land other than the Units. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General Common Elements" or "Limited Common Elements" in the Uniform Act.
- 1.6 Common Expense Liability. Shall mean the liability for assessments levied on each unit for common expenses, including without limitation, management and operation of the Regime and for the repair, maintenance, insurance and operation of the General Common Elements, including reserves for replacements or other expenses or liabilities.

- 1.7 General Common Elements. Shall mean and refer to those portions of the Land other than the Units and/or any other item specifically listed as a Limited Common Element.
- 1.8 Improvements. Shall mean and refer to all improvements, easements, rights and appurtenances related to or existing upon the Land.
- 1.9 Land. Shall mean Lot 51, to be called The Villas at Flintrock, located in Travis County, Texas, according to the map or plat recorded in Document No. 200200150 in the Real Property Records of Travis County, Texas.
- 1.10 Limited Common Elements. Shall mean and refer to such portions of the Land and improvements reserved for the exclusive use of one or more Owners to the exclusion of other Owners and reallocated pursuant to Paragraph L(e) of the Basic Provisions or §82.058 of the Uniform Act.
- 1.11 Member. Shall mean any person(s), entity or entities holding membership rights in the Association.
- 1.12 Mortgage. Shall mean any mortgage(s) or deed(s) of trust covering any portion of the Land or Improvements given to secure the payment of a debt.
- 1.13 Mortgagee. Shall mean the holder or holders of any Mortgage.
- 1.14 Owner. Shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest to a Unit, but shall not include a Mortgagee of a Mortgage.
- 1.15 Percentage Interest. Is synonymous with "Allocated Interest" as defined in the Uniform Act and shall mean the undivided interest in and to the General Common Elements and common expense liability allocated to each Unit. The Percentage Interest associated with each Unit is reflected in Paragraph F of the Basic Provisions, above.
- 1.16 Person. Shall mean any individual, individuals, or any entities having the legal right to hold title to real property.
- 1.17 Plat. Shall mean the plat of Lot 51, to be called The Villas at Flintrock, a subdivision located in the City of Lakeway, Travis County, Texas, according to the map or plat recorded in Document No. 200200150 in the Real Property Records of Travis County, Texas.
- 1.18 Plan. Shall mean the dimensional drawings attached hereto as Exhibit "A 1-7", which identifies or describes the Units and General Common Elements unless otherwise described on the Plat or in this Declaration.
- 1.19 Regime. Shall mean the Land, Improvements, Units, General Common Elements and Limited Common Elements, if any, which comprise the condominium regime established by this Declaration.
- 1.20 Replacement Reserve Fund. Shall mean the reserve fund established pursuant to Section 4.2 for maintenance, repairs and replacements to General Common Elements and other special purposes permitted by the provisions of this Declaration.
- 1.21 Rules and Regulations. Shall mean Villas of Flintrock Condominium Association, Inc. Rules adopted by the Association concerning the management and administration of the Regime for

the use and enjoyment of the Owners. The Rules and Regulations may be amended from time to time by the Association (without amending this Declaration) pursuant to the procedures set forth in the By-Laws.

- 1.22 Unit. Shall mean the physical portion of each Building in the Regime designated for separate ownership or occupancy as a Unit. The boundaries of the Units shall be the exterior boundaries of each Building as actually constructed upon the Land within the building footprints shown on Exhibit "A 1-7", attached hereto and incorporated herein by reference. Notwithstanding any provision of this Declaration to the contrary, if construction of any Unit has been substantially completed, then, until construction of the Unit is substantially completed and the Notice (as hereinafter defined) for such Unit has been filed, such Unit shall be defined as the physical portion of the Regime designated for separate ownership or occupancy, the boundaries of which are set forth in the plan and plans attached to the Declaration as Exhibit "A 1-7", as amended from time to time in accordance with the Declaration. Upon substantial completion of each Unit, Declarant, or an assignee of Declarant's rights reserved pursuant to Section L(g) and (h) (but only to the extent those rights pertain to such Unit) shall record a Notice of Substantial Completion (the "Notice") in the Real Property Records of Travis County, Texas. The Notice shall include a vertical and/or horizontal description of the Unit actually constructed with the Building, and such Notice, upon recordation in the Real Property Records of Travis County, Texas, shall automatically amend this Declaration for the purpose of defining the Unit to which the Notice relates.

ARTICLE 2

DIVISION AND CONVEYANCE OF UNITS

- 2.1 Separate Estates. The Land and the Buildings, and the improvements located thereon and the easements, rights, and appurtenances thereto are hereby divided into condominium estates consisting of separate Units, together with the exclusive rights to use the Limited Common Elements appurtenant thereto, the non-exclusive right to use the other Common Elements, the Percentage Interest in and to the Common Elements associated with and appurtenant to each Unit as set forth in Basic Provision F, appurtenant thereto. The General Common Elements shall be owned in common by the Owners of the Units, in proportion to their Percentage Interests. Each Owner of a Unit hereafter acquiring a Limited Common Element assigned only to such Unit on a subsequent amendment to the Declaration, shall be entitled to the exclusive ownership and possession of his Unit and exclusive use and possession of the Limited Common Elements appurtenant thereto. Each Unit Owner, during his or her period of ownership of a Unit shall have an unrestricted and perpetual right of ingress and egress to such Owner's Unit, which shall run with and be appurtenant to such Unit.
- 2.2 Description and Conveyance of Units. No Unit shall be conveyed to any other party unless the conveyance also includes the General Common Elements and Limited Common Elements, if any, appurtenant thereto. Any attempted conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of all or any portion of a Common Element, which does not include the Unit appurtenant thereto, shall be void. The description of a Unit in any deed, lease, Mortgage, deed of trust or other instrument shall include, at a minimum: (i) the name of the condominium; (ii) the recording data of this Declaration, including any amendments, plats and plans; (iii) the county in which the condominium is located; and (iv) the identifying number of the Unit.
- 2.3 Percentage Interest. The Percentage Interests are assigned to each Unit according to a ratio expressed using 100.012 percentage points.
- 2.4 Subdivision of Units. Units may not be subdivided.

ARTICLE 3
THE ASSOCIATION

- 3.1 Organization. On or before the conveyance of any Units, the Declarant shall cause the formation and incorporation of the Association. The Association shall be a nonprofit 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 or 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.
- 3.2 Membership. Any Person upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Unit, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Unit.
- 3.3 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board and on all other matters to be voted on by the Members shall be calculated as follows:
- The owner (including Declarant) of each Unit within the Property shall have the number of votes equivalent to the Allocation of Interest associated with such Unit as set forth in Paragraph F of the Basic Provisions.
- 3.4 Powers and Authority of the Association. The Association shall have the powers provided in §82.102 of the Uniform Act, 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 §82.102 of the Uniform Act or by this Declaration.

ARTICLE 4
FUNDS AND ASSESSMENTS

- 4.1 Assessments.
- (A) The Association may from time to time levy regular assessments ("Assessments") against each Unit, but in any event, Assessments must be levied at least annually. The level of Assessments against each Unit shall be equivalent to the Percentage Interest attributable to such Unit multiplied by the total Assessments levied by the Board.
- (B) 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.
- (C) Each unpaid Assessment and late charges, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Unit against which the Assessment fell due, and shall become a vendor's lien against each such Unit. The Association may enforce payment of such Assessments in accordance with the provisions of this Article and §82.113 of the Uniform Act.

- 4.2 Working Capital. At such time as a Unit is conveyed to an Owner other than the Declarant, the Owner of such Unit shall contribute an amount equivalent to two (2) months of the Assessments attributable to such Unit (the "Working Capital Contribution"). The Working Capital Contribution shall be deposited by the Association in a Replacement Reserve Fund for contingencies and appropriate replacement reserves associated with the Common Elements. The Working Capital Contribution shall be in addition to any Assessment attributable to such Unit, and shall not be credited to any Assessments otherwise payable by the Owner of the Unit. All accumulated Working capital Contributions received by Declarant shall be transferred to the Association at such time as control of the Association passes to the owners other than Declarant. During the period in which the Declarant holds any portion of the Working Capital Contributions, Declarant shall not use any portion of the Working Capital Contribution to defray or offset expenses Declarant would otherwise be required to incur pursuant to §82.112 of the Uniform Act.
- 4.3 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all Assessments 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 authorized by this Declaration, as it may from time to time be amended.
- 4.4 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 the Declaration, including but not limited to the cost of all General Common Element maintenance, the cost of enforcing the Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Board 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 at the beginning of the fiscal year or 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 may designate in its sole and absolute discretion.
- 4.5 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declaration. The amount of any special Assessments shall be at the reasonable discretion of the Board.
- 4.6 Late Charges. If any Assessment is not paid before it is delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate the Board may designate from time to time, and such late charge (and any reasonable handling costs) shall be a charge upon the Unit owned by the said Owner to which the Assessment relates, collectible in the same manner as herein provided for collection of Assessments, including foreclosure of the lien against such Unit; provided, however, such charge shall never exceed the maximum charge permitted under applicable law.
- 4.7 Owner's Personal Obligation for Payment of Assessments. All Assessments provided for herein shall be the personal and individual debt of the Owner of the Unit covered by such Assessments. No owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Unit shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of

the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of two percent (2%) per month), together with all costs and expenses of collection, including reasonable attorney's fees.

- 4.8 **Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article 4, but unpaid shall, together with interest as provided in Section 4.7 hereof and the cost of collection, including attorney's fees as therein provided, thereupon become a continuing lien and charge on the Unit covered by such Assessment, which shall bind such Unit in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Unit, except only for: (i) a lien for real property taxes and other governmental assessments or charges against the Unit unless otherwise provided by §32.05 of the Texas Tax Code; (ii) a lien or encumbrance recorded before the Declaration is recorded; or (iii) a first vendor's lien or first deed of trust lien recorded before the date on which the Assessment sought to be enforced becomes delinquent under the Declaration, Bylaws, or Rules and Regulations. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Unit by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. NOTWITHSTANDING ANY PROVISION IN THIS SECTION 4.8 OR THE DECLARATION TO THE CONTRARY, THE ASSOCIATION SHALL NOT HAVE THE AUTHORITY TO FORECLOSE ON THE DEFAULTING OWNER'S UNIT FOR NON-PAYMENT OF ASSESSMENTS IF THE ASSESSMENTS CONSIST SOLELY OF FINES. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE 5 GENERAL RESTRICTIONS

Each unit, and all Common Elements appurtenant thereto, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 5.1 **Board Approval for Construction, Alteration or Modification of Units.** No Owner, other than Declarant or any assignee of Declarant's rights reserved pursuant to Basic Provision L(i)(g) and (h), shall construct a Unit without the prior written approval of the plans therefore by the Board. No Owner, other than Declarant or any assignee of Declarant's rights reserved pursuant to Basic Provision L(i)(g) and (h), shall construct, alter, modify, or otherwise perform any work whatsoever upon the Common Elements without the prior written approval of the Board. Any proposed construction, alteration or modification of a Unit shall not be considered for approval by the Board until two (2) copies of the construction plans and specifications (including but not limited to exterior views, exterior materials, colors and elevation, drainage

plan, site plan showing the location of any proposed structure or improvement, landscaping plan, and a driveway construction plan), and any other information or documents that may be required by the Board, has been delivered to the Association. No construction, modification or alteration shall be commenced on any portion of the Land, until the plans and specifications thereof have been approved in writing by a majority of the Board. The Board may, in reviewing such plans and specifications, consider any information that it deems proper, including, without limitation, the harmony of external design and location of the proposed improvement in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Board may refuse to approve plans and specifications for any construction, alteration, or modification on any grounds that, in the sole and absolute discretion of the Board, are deemed sufficient, including but not limited to, purely aesthetic grounds. In the event that any plans or specifications are submitted to the Board as provided herein, and the Board shall fail either to approve or reject such plans or specifications for a period of thirty (30) days following such submission, no approval of the Board shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such thirty (30) day period shall not begin to run until all information required to be submitted by the Board to assist in its review of any plans or specifications has been received by the Board. The approval of the Board of any plans and specifications, whether by action or inaction, shall be valid for a period of ninety (90) days only. If construction in accordance with such plans and specifications is not commenced within such ninety (90) day period and diligently prosecuted to completion thereafter, the Owner shall be required to resubmit such plans and specifications to the Board for approval. Notwithstanding any provision in this Section 5.1 to the contrary, in no circumstance or event shall the terms and provisions of this section be applicable to any construction, alteration, or modification of any Unit or other improvement located upon the Land which it prosecuted by Declarant, or any assignee of Declarant's rights as they pertain to the construction, alteration or modification of such Unit or other improvement pursuant to Basic Provision L(i)(g) or (h).

- 5.2 Hazardous Activities. No activities shall be conducted within the Regime, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged within the Regime; no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.
- 5.3 Insurance Rates. Nothing shall be done or kept within any Unit, which would increase the rate of insurance or cause the cancellation of insurance covering the Regime or any part thereof.
- 5.4 Mining and Drilling. No portion of the Regime shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.
- 5.5 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 portion of the Regime. No noise shall be permitted to exist or operate upon any portion of the Regime so as to be offensive or detrimental to any other portion of the Regime or to its occupants.
- 5.6 Nuisance. No noxious or offensive activities shall be permitted to exist or operate upon any portion of the Regime, nor shall anything be done upon the Regime, which may be offensive or detrimental to any portion of the Regime or to its occupants.
- 5.7 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept,

maintained or cared for on the Regime. No Owner may keep within such owner's Unit or Common Elements appurtenant thereto, more than three (3) cats and dogs, in the aggregate. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Regime unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Regime, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large within the Regime.

- 5.8 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Regime, and no odors shall be permitted to arise therefore so as to render the Regime or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be appropriately screened from view. Covered containers containing refuse, garbage, or trash may be placed in front of a Unit and next to the roadway adjacent to such Unit for waste service collection but must be removed and screened from view on or before twelve (12) hours after such covered container has been emptied by waste service collection.
- 5.9 Towers/Antennas. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any 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 one 18-inch 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 ordinance, rule, or regulation. No antennae or other similar device, unless otherwise permitted by this Section 5.9, shall be affixed to any Unit.
- 5.10 Signs. Except for signs which are a part of Declarant's overall marketing plan for the Property, no sign of any kind shall be displayed on any Unit.
- 5.11 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Regime; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen may be maintained during the construction of any Building.
- 5.12 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on any Unit.
- 5.13 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board shall be permitted to remain on any Unit so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, 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 enclosed structures or screened from view from any adjacent property or roadway within the Regime 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 enclosed garages or other structures. No automobiles or other vehicles may be parked overnight on any roadway within the Regime. Service areas, storage areas, and compost piles shall be appropriately screened from view and 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 portion of the Regime except within enclosed structures or appropriately screened from view. FACILITIES FOR HANGING, DRYING OR AIRING CLOTHING OR HOUSEHOLD FABRICS SHALL BE

SCREENED FROM VIEW FROM ANY OTHER UNIT AND ALL PRIVATE OR PUBLIC AREAS AND GENERAL COMMON ELEMENTS.

- 5.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any portion of the Regime.
- 5.15 Compliance with the Restrictions. Each Owner shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Failure to comply with any of the provisions of this Declaration shall constitute a violation hereof, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association, by an aggrieved Owner, or by the Declarant.
- 5.16 Window Units. No window or wall-type air conditioner shall be permitted to be used, placed or maintained on or in any Unit without the advance written consent of the Board.
- 5.17 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner acquiring a Unit in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit, agrees to hold Declarant harmless therefrom.
- 5.18 Residential Use. All Units shall be improved and used solely for single-family residential use, inclusive of a garage and such other improvements as are necessary or customarily incident to residential use.
- 5.19 Commercial or Industrial Use. No Unit or any portion of the Regime shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purpose, other than activities conducted by Declarant, or its assignee, to construct any Building or market and sell Units. Notwithstanding any other provision in this Section 5.19 or the Declaration to the contrary, "garage sales" shall be permitted provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period within the garage. Nothing may be outside of the building.
- 5.20 Rentals. Nothing in this Declaration shall prevent the rental of any Unit by its Owner for residential purposes; provided that all rentals must be for terms of at least six (6) months.
- 5.21 Maintenance of Limited Common Elements. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Limited Common Elements assigned to such Owner's Unit cultivated, pruned, free of trash, and other unsightly material. All improvements located upon the Limited Common Elements assigned to a Unit shall at all times be kept in good condition and repair. Declarant or the Board shall have the right, but not the obligation, at any reasonable time to enter upon any Limited Common Elements to replace, maintain and cultivate shrubs, trees, grass or other plantings as deemed necessary. Any and all costs and expenses incurred by the Declarant or the Board to remedy any Owner's violation of this Section 5.21 shall be charged against such Owner's Unit as a special Assessment in accordance with Section 4.5.
- 5.22 Declarant's Marketing Activities. Notwithstanding any provision in this Article 5 to the contrary, Declarant may utilize the Common Elements and Units owned by Declarant to facilitate Declarant's sales and marketing of the Units and the Regime. Declarant shall be

entitled to maintain one (1) sales, management and leasing office within the Regime, which may be incorporated into an existing Unit. Declarant shall also be entitled to maintain up to two (2) model Units, and Declarant, its agents or employees, may access the model Units and Regime to further Declarant's marketing and sales efforts. Any and all activities of Declarant, its agents or employees pursuant to this Section 5.22, shall be without charge or contribution by Declarant, except for charges otherwise payable by Declarant pursuant to §82.112 of the Uniform Act.

- 5.23 Boundaries of Units. The physical boundaries of the Units and the Common Elements shall be conclusively presumed to be the boundaries of such areas and regardless of any variances which presently exist with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement pursuant to §82.064 of the Uniform Act for any encroachments now existing or hereafter arising due to any such variances, settling, rising or other movement, which easement shall exist for the duration of the Regime.
- 5.24 Separate Taxes. Taxes, assessments and other charges of the State, any political subdivision, any special improvement district or other taxing or assessing authority, shall be assessed against and collected as provided in §82.005 of the Uniform Act.
- 5.25 Use of General Common Elements. Each Owner may use the General Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 Maintenance by The Association

- (A) The Association shall maintain the General Common Elements and may elect to maintain certain limited common elements.
- (B) If the maintenance or repair of a General Common Element is caused by the willful or negligent act of any Owner, his family, guests, invitees or contractors, the cost of such maintenance or repairs shall, to the extent not covered by the Association's insurance, be deemed a debt of such Owner to the Association, payable after demand in accordance with §82.102(d) of the Uniform Act, and payment hereof shall be secured in the same manner as Assessments as set forth in Section 4.8.

6.2 Maintenance by Owner.

- (A) Each Owner shall maintain their Unit and Limited Common Elements, if any, assigned thereto in good order and repair at all times.
- (B) No Owner shall have the right to take any action with respect to the interior or exterior of any General Common Elements without first obtaining the written consent of the Board, which consent may be withheld if determined not in the best interests of the Regime. Under no circumstances shall any Owner do any act nor allow any condition to exist which will adversely affect other Owners and their use of the Common Elements.
- (C) Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve their Unit and Limited Common Elements assigned thereto, provided that such action does not affect any other Unit or Common Elements.

6.3 Easements and Rights of Entry.

- (A) In addition to the rights of access granted in §82.066 and §82.107(d) of the Uniform Act, an easement is hereby created over, through and across the Regime in favor of Declarant and the Association for the purpose of providing access to each Unit and to abate any nuisance or any dangerous or unauthorized activity or condition being conducted or maintained within the Regime, to remedy any prohibited or unlawful activity which affects the welfare or health of other Owners, to enforce the provisions of this Declaration, the Bylaws or the Rules and Regulations, or to make emergency repairs required to prevent damage to any portion of the Regime.
- (B) Declarant reserves the right, without the necessity or the joinder of any Owner or other person to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone and drainage) in favor of any Person along the front, rear or side boundary line of any roadway.

ARTICLE 7
INSURANCE CASUALTY AND REBUILDING

- 7.1 Insurance – Association. The Association shall obtain insurance for the Regime as required by §82.111 of the Uniform Act. The Board may also obtain such other insurance in such reasonable amounts as the Board may deem desirable, including without limitation such insurance as may from time to time be available to protect officers, directors and employees of the Association.
- 7.2 Insurance – Owner. Each Owner shall be responsible for insurance on their Unit and any improvements located thereon. Each Owner shall insure the Limited Common Elements appurtenant to their Unit, other than those Limited Common Elements which the Association elects to insure, against loss or damage by fire and other risks in an amount not less than the full insurable value thereof.

ARTICLE 8
AMENDMENTS TO DECLARATION

- 8.1 Amendment by Declarant. Declarant may amend this Declaration at any time prior to the sale of a Unit to an Owner other than Declarant. Pursuant to §82.067 (a)(3) of the Uniform Act, any such amendment shall be effective upon: (i) execution by Declarant; and (ii) compliance with §82.067 (g) of the Uniform Act. Declarant may also amend the Declaration as provided by §82.051(c), §82.059(f), §82.060 and §82.067(f) of the Uniform Act.
- 8.2 Other Permitted Methods of Amendments. This Declaration may also be amended in accordance with §82.067(a) and (f) of the Uniform Act. The Association may amend this Declaration in accordance with §82.007, §82.056(d), §82.058(c), or §82.062 of the Uniform Act. Certain Owners may amend this Declaration in accordance with §82.058(b), §82.062 and §82.068(b) of the Uniform Act. No such amendment shall be effective until an original thereof is duly recorded in the Real Property Records of Travis County, Texas.
- 8.3 Termination. This Declaration may be terminated in accordance with §82.068 of the Uniform Act.

MISCELLANEOUS

- 9.1 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally 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. Such address may be changed from time to time by notice in writing given by such person to the Association of created.
- 9.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- 9.3 Enforcement and Non-waiver. Except as otherwise provided herein, any Owner at his own expense, Declarant or the Board shall have the right to enforce any provisions of the Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Declaration. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Unit in order to enforce any right or effect compliance with this Declaration.
- 9.4 Construction. The provisions of this Declaration 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 provision or portion thereof. 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. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

EXECUTED this 18th day of November, 2002.

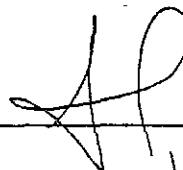
DECLARANT:

HPK VENTURES, LTD., a Texas Limited Partnership

By:

Printed Name:

Title:

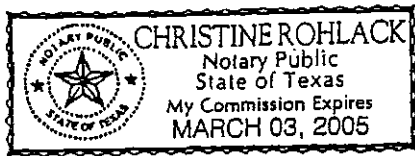


James Kerby
Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of November, 2002
by James Verby, Vice President of HPK Ventures, Lt.d., a Texas
Limited Partnership, on behalf of said corporation.



Christine Rohlack
Notary Public Signature

DESCRIPTION OF CONDOMINIUM PROPERTY:

LOT 51, VILLAS AT FLINTROCK, LOCATED IN THE CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 200200150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

NOTES:

DIMENSIONS SHOWN TO THE UNIT CORNER ARE AT RIGHT ANGLES TO THE BOUNDARY LINES
DIMENSIONS SHOWN FROM THE UNIT CORNERS TO ARCS ARE RADIAL LINES.

COMMON AND LIMITED COMMON ELEMENTS:

COMMON ELEMENTS SHALL MEAN ALL PORTIONS OF THE LAND OTHER THAN THE UNITS.
COMMON ELEMENTS SHALL INCLUDE THOSE ITEMS DEFINED AS "GENERAL COMMON ELEMENTS" OR "LIMITED COMMON ELEMENTS."

GENERAL COMMON ELEMENTS SHALL MEAN AND REFER TO THOSE PORTIONS OF THE LAND OTHER THAN THE UNITS AND/OR ANY OTHER ITEM SPECIFICALLY LISTED AS A COMMON ELEMENT.

LIMITED COMMON ELEMENTS SHALL MEAN AND REFER TO SUCH PORTIONS OF THE LAND AND IMPROVEMENTS RESERVED FOR THE EXCLUSIVE USE OF ONE OR MORE OWNERS TO THE EXCLUSION OF OTHER OWNERS.

LEGEND:

25 = CONDOMINIUM UNIT NUMBER

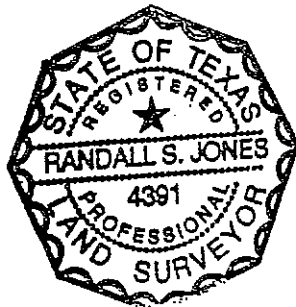
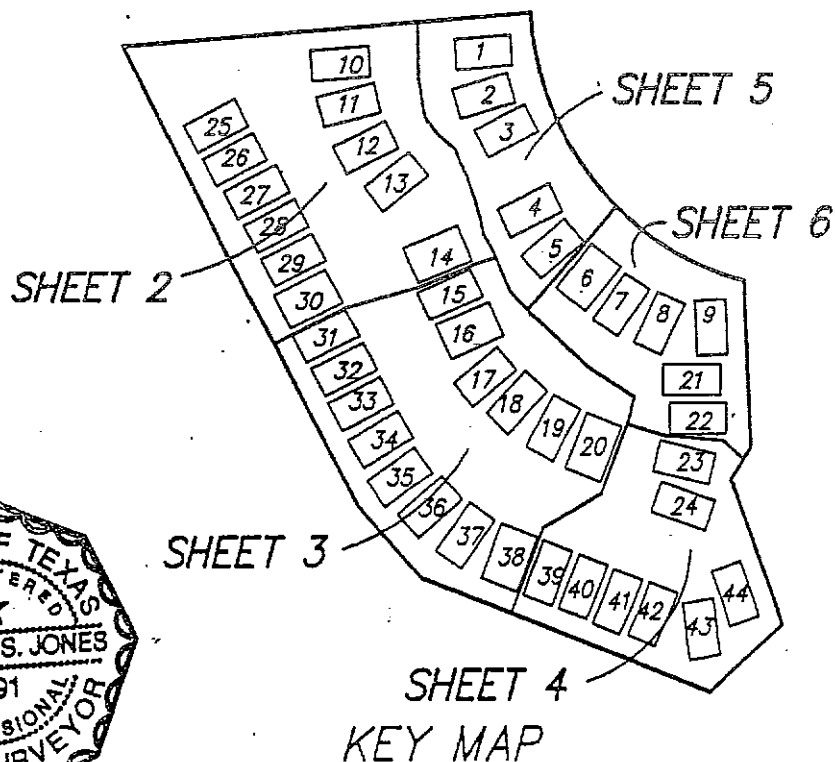
• = IRON ROD FOUND

PUE = PUBLIC UTILITY EASEMENT

BL = BUILDING SETBACK LINE

D = PROPOSED DRIVEWAY
(LIMITED COMMON ELEMENT)

R = PROPOSED ROAD
(GENERAL COMMON ELEMENT)



Randall S. Jones
RANDALL S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4391

7/2/02

VILLAS AT FLINTROCK
CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS

DATE: MAY 30, 2002

RJ SURVEYING, INC.

DESCRIPTION OF CONDOMINIUM PROPERTY:

LOT 51, VILLAS AT FLINTROCK, LOCATED IN THE CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 200200150 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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LEGEND:

25 = CONDOMINIUM UNIT NUMBER

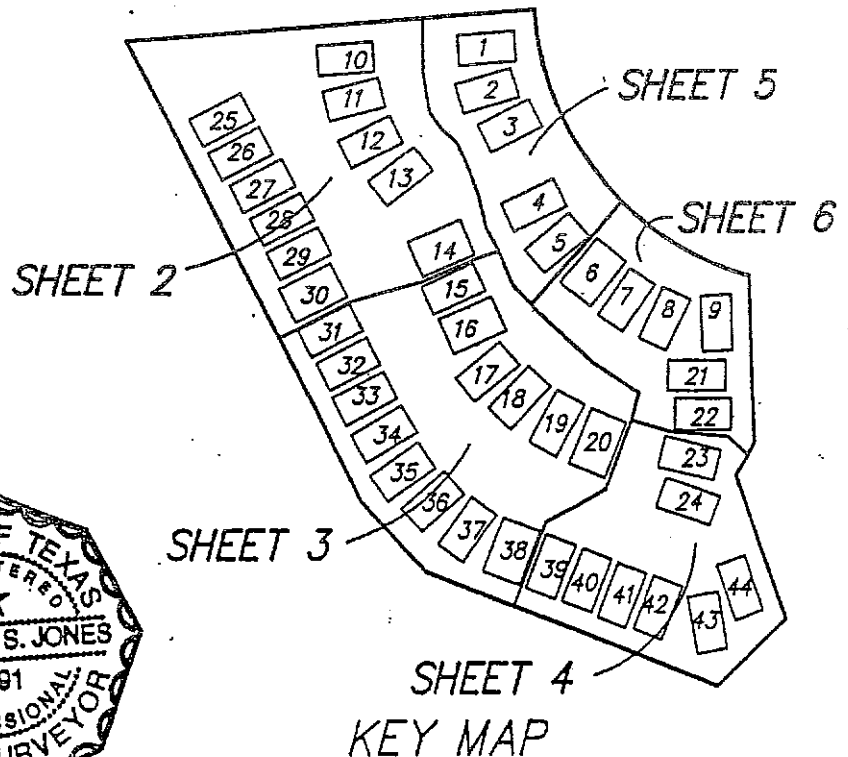
• = IRON ROD FOUND

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(LIMITED COMMON ELEMENT)

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(GENERAL COMMON ELEMENT)



Randall S. Jones
RANDALL S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4391

7/2/02

VILLAS AT FLINTROCK
CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS

DATE: MAY 30, 2002

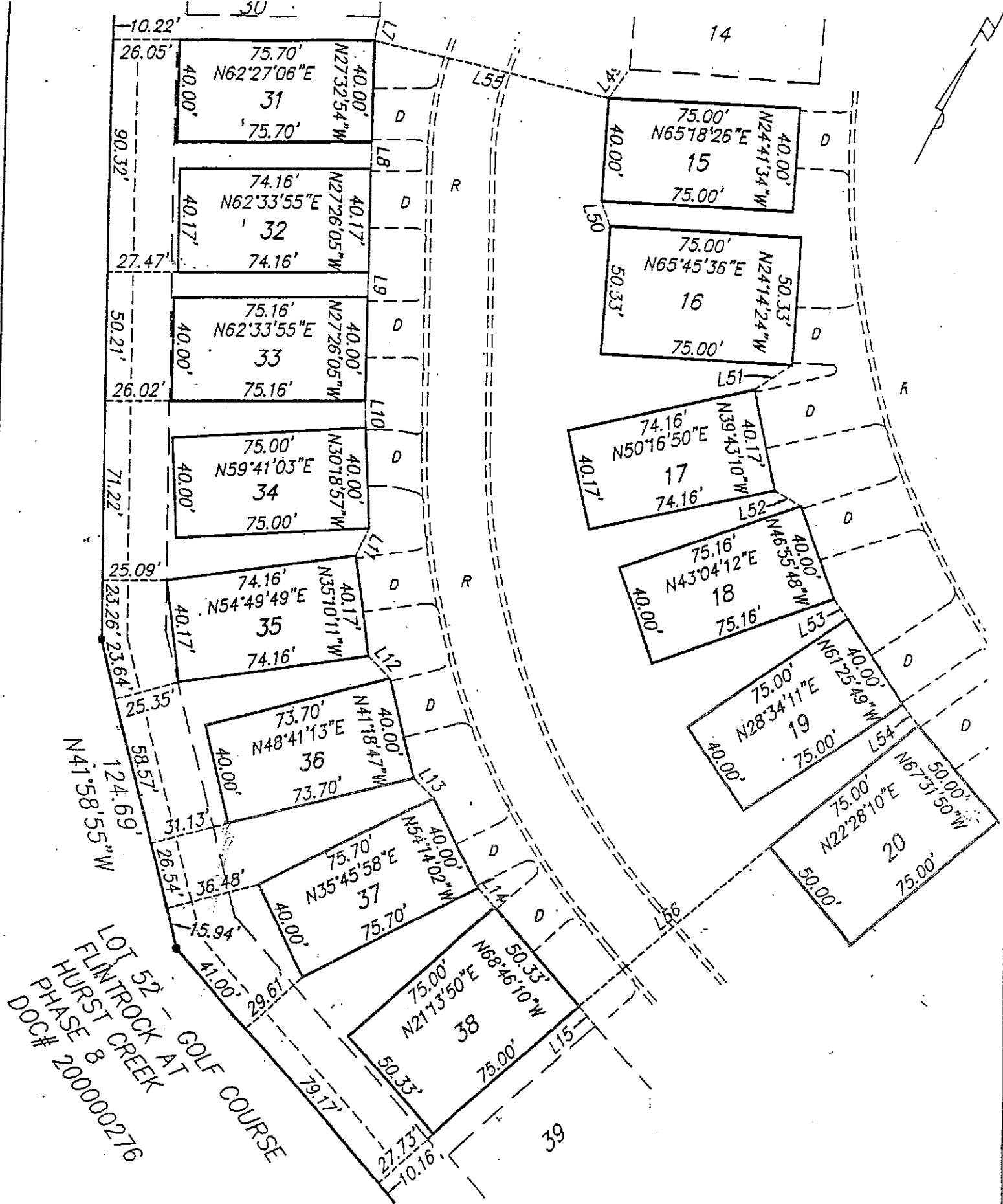
RJ SURVEYING, INC.

N27°29'50"W
678.25'

EXHIBIT A2

15 SCALE: 1"=50'

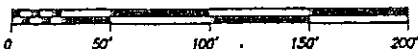
1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793



VILLAS AT FLINTROCK

CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS

SCALE: 1"=50'



DATE: MAY 30, 2002

SCALE: 1"=50'

RJ SURVEYING, INC.

LOT 50 - CLUBHOUSE
FLINTROCK AT HURST CREEK
PHASE 8 DOC# 200000276

10

11

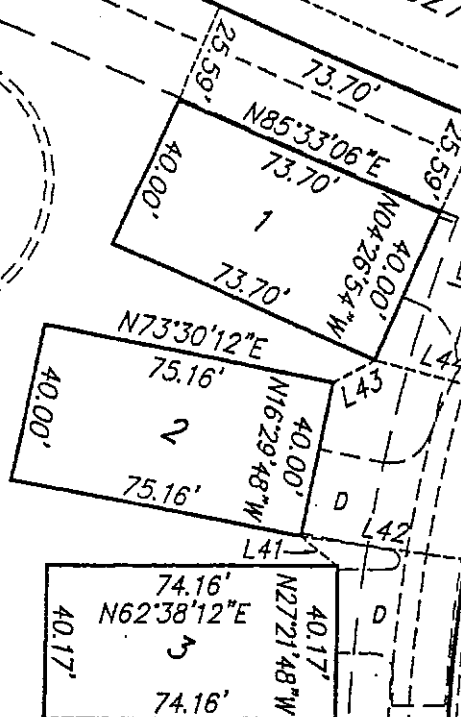
12

13

14

15

16



LOT 1 JACK NICKLAUS DRIVE
70' PRIVATE RIGHT OF WAY BY PLAT OF FLINTROCK AT HURST CREEK

10' EASEMENT TO CITY OF
AUSTIN DOCUMENT
NO. 2001045800

L=483.14'
R=390.27'
DELTA=70°55'45"
CHORD BRNG=S39°10'09"E
CHORD=452.87'

VILLAS AT FLINTROCK

CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS

SCALE: 1"=50'

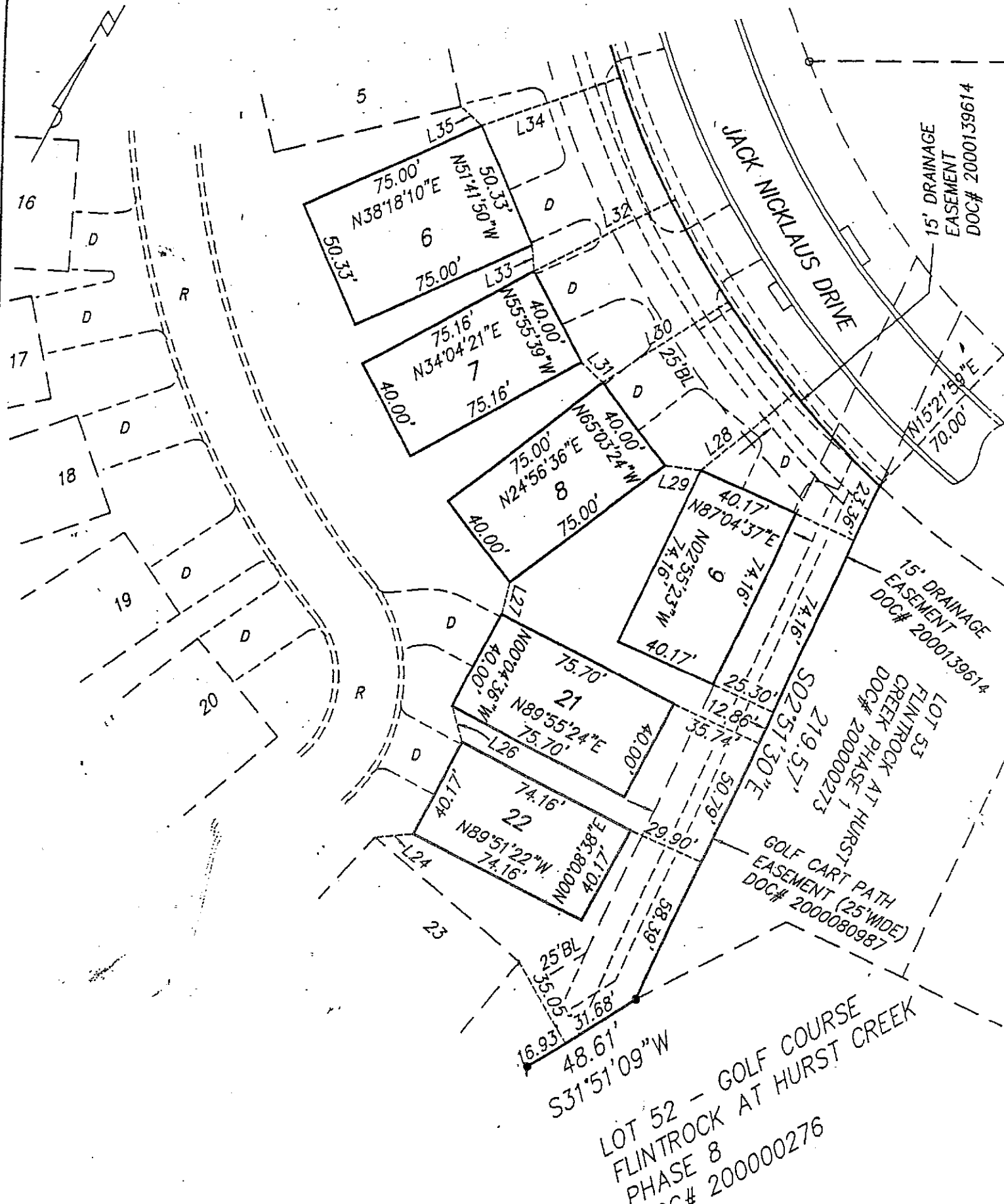


DATE: MAY 30, 2002

SCALE: 1"=50'

RJ SURVEYING, INC.

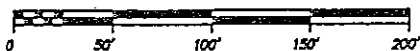
1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793



VILLAS AT FLINTROCK

CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS

SCALE: 1"=50'



DATE: MAY 30, 2002

SCALE: 1"=50'

RJ SURVEYING, INC.

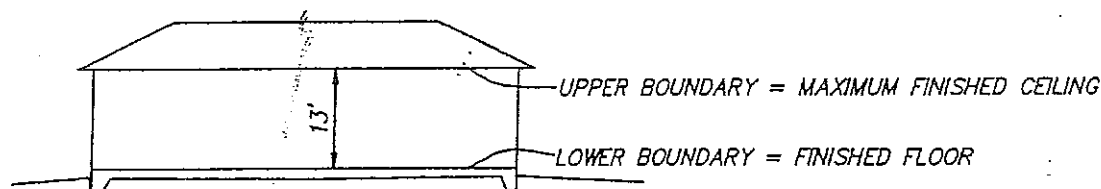
1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.05	N31°50'02"W
L2	12.80	N60°40'37"W
L3	10.92	N37°20'09"W
L4	10.05	N26°13'28"W
L5	96.31	N48°55'46"E
L6	12.10	N04°57'58"E
L7	10.20	N18°21'15"W
L8	11.23	N26°54'51"W
L9	10.23	N25°14'46"W
L10	10.21	N29°28'41"W
L11	12.12	N03°34'37"W
L12	12.37	N72°38'09"W
L13	11.14	N72°19'56"W
L14	9.85	N68°54'36"W
L15	9.85	N66°11'16"W
L16	95.23	N22°49'52"E
L17	9.96	N67°19'20"W
L18	10.15	N59°07'01"W
L19	10.52	N76°22'57"W
L20	15.39	N27°05'24"W
L21	33.89	N02°46'22"W
L22	53.43	N09°31'58"W
L23	17.07	N37°48'08"W
L24	14.96	N57°27'04"E
L25	54.37	N71°34'34"W
L26	14.14	N44°07'01"W
L27	13.16	N13°37'47"W
L28	46.22	N22°36'09"E
L29	13.84	N70°12'04"E
L30	56.75	N29°02'55"E

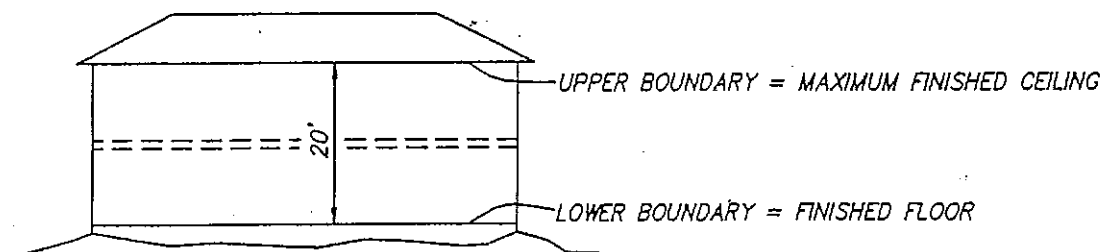
LINE	LENGTH	BEARING
L31	11.49	N75°07'49"W
L32	60.96	N35°33'55"E
L33	10.09	N32°17'45"W
L34	56.75	N43°13'48"E
L35	10.93	N75°19'28"W
L36	60.71	N49°32'23"E
L37	9.03	N17°55'15"W
L38	49.63	N55°40'38"E
L39	70.27	N12°18'27"W
L40	28.39	N64°37'46"E
L41	12.42	N77°53'08"W
L42	42.28	N70°57'38"E
L43	12.08	N35°02'01"E
L44	33.34	N77°20'14"E
L45	9.27	N28°45'30"W
L46	12.33	N26°03'56"W
L47	14.51	N68°15'26"W
L48	54.69	N29°25'48"W
L49	13.74	N07°37'32"E
L50	10.19	N47°42'58"W
L51	17.13	N29°22'14"E
L52	12.13	N86°20'51"W
L53	9.37	N63°00'58"W
L54	10.07	N63°43'01"W
L55	94.96	N76°26'51"E
L56	96.03	N22°43'51"E
L57	57.08	N69°03'45"E

VERTICAL UNIT BOUNDARIES:

UNIT	LOWER	UPPER
1	956	976
2	956	976
3	956	976
4	958	978
5	958	978
6	960	973
7	960	980
8	962	982
9	962	982
10	948	968
11	948	968
12	950	970
13	950	970
14	952	965
15	952	972
16	952	965
17	954	974
18	954	974
19	954	974
20	956	969
21	960	980
22	958	978
23	956	976
24	954	974
25	952	972
26	942	962
27	944	964
28	944	964
29	944	964
30	944	957
31	944	964
32	944	964
33	944	964
34	946	966
35	946	966
36	946	966
37	946	966
38	946	959
39	948	968
40	948	968
41	950	970
42	950	970
43	952	972
44	956	976



DETAIL SHOWING TYPICAL VERTICAL UNIT BOUNDARY
FOR UNITS 6, 14, 16, 20, 30 & 38



DETAIL SHOWING TYPICAL VERTICAL UNIT BOUNDARY
FOR UNITS 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15,
17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29,
31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43 & 44

THE ELEVATIONS ARE BASED
ON NGVD 29 DATUM

VILLAS AT FLINTROCK

CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS

SCALE: NONE

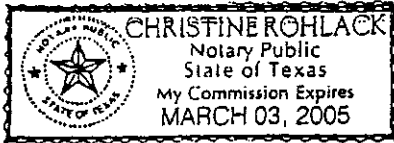
SHEET 7 OF 7

EXHIBIT A7

DATE: MAY 30, 2002

RJ SURVEYING, INC.

1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793



Christine Rohlack
Notary Public, State of Texas

(seal)

CONSENT OF MORTGAGEE

PNB Financial, as the owner and holder of Indebtedness secured by a deed of trust covering the Property, of record in Documents #2001078235 and #2002068822 Official Records of Travis County, Texas, does hereby join in the execution of this FLINTROCK AT HURST CREEK PHASE 10 - "Villas at Flintrock" SUPPLEMENTAL DECLARATION TO COVENANTS, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto.

Executed this 30 day of July, 2003.

PNB Financial

By: [Signature]

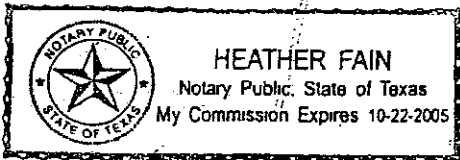
James Dyess

Its

Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 30 day of July 2003, by James Dyess, as Senior Vice President on behalf of said entity.



[Signature]

Notary Public, State of Texas

Heather Fain
Printed Name of Notary

My Commission Expires: 10-22-03

AFTER RECORDING, RETURN TO:

Whittenton & Hurst, L.L.P.
109 N. Water St. (Hwy. 281)
Burnet, Texas 78611

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

08-05-2003 03:08 PM 2003181059
FERGUSONL \$55.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS