ELECTRONICALLY RECORDED 2014065026
TRV 27 PGS

AFTER RECORDING RETURN TO:

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

STEINER RANCH
[MCCORMICK RANCH]

DEVELOPMENT AREA DECLARATION

Declarant: **TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.,**
a Texas limited partnership

Cross reference to Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded as Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended

DEVELOPMENT AREA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS [MCCORMICK RANCH]

This Development Area Declaration of Covenants, Conditions and Restrictions [McCormick Ranch] (the "**Declaration**") is made by **TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.,** a Texas limited partnership (the "**Declarant**"), and is as follows:

RECITALS

A. Pursuant to that certain Bill of Sale and Assignment executed on January 18, 2000, and by that certain Assignment of Declarant's Rights and Amendments to Declarations executed on January 18, 2000 recorded in Document No. 2000009817, Official Public Records of Travis County, Texas, Declarant is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded as Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended (collectively, the "**Master Declaration**").

B. Taylor Morrison of Texas, Inc., a Texas corporation ("**Taylor Morrison**") is the owner of Lots 21 through 31, and 33 through 43, Block A; Lots 1 through 17, Block B; Lots 1 through 3, and Lots 5 thought 26, Block C; and Lots 1 through 9, and Lots 11 thought 21, Block D, in the Final Plat of McCormick Ranch on Lake Austin, Phase 2, a subdivision located in Travis County, Texas according to the map or plat recorded under Document 201400039, Official Records of Travis County, Texas (the "**Development Area**"), and executes this Declaration to evidence its consent to the terms, covenants, conditions, restrictions, and obligations set forth herein.

C. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [McCormick Ranch], recorded in the Official Public Records of Travis County, Texas, the Development Area is subject to the Master Declaration.

D. The Master Declaration permits the Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in Master Declaration, which shall be in addition to the covenants, conditions, and restrictions of the Master Declaration.

E. Declarant desires to create upon the Development Area a residential community and carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

F. Declarant further desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Declaration for

the benefit of the Development Area, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Development Area and shall be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration.

ARTICLE I

DEFINITIONS

1.01. Defined Terms. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Declaration.

ARTICLE II

GENERAL RESTRICTIONS

2.01. All of the Development Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

a) **Architectural Guidelines.** Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Area shall strictly comply with the requirements of the Declaration and the Architectural Guidelines, as defined below, unless a variance is obtained pursuant to the Master Declaration. Pursuant to Section 6.02(c) of the Master Declaration, the Master Architectural Committee has adopted the Steiner Ranch Residential Design Guidelines Manual, dated February 21, 2007, recorded in the Official Public Records of Travis County, Texas, as supplemented and modified by that certain Steiner Ranch Design Guidelines/Supplemental Conditions [McCormick Ranch], a copy of which is attached hereto as Exhibit "A" (the "**Architectural Guidelines**"). The Architectural Guidelines may be supplemented, modified, amended, or restated by the Master Architectural Committee as authorized by the Master Declaration, and Declarant shall be under no obligation to place such supplement, modification, amendment or restatement of record in the Official Public Records of Travis County, Texas. In the event of any conflict between the terms and provisions of any Architectural Guidelines and the terms and

provisions of the Master Declaration or this Declaration, the terms and provisions of the Master Declaration and this Declaration shall control. In addition, the Master Architectural Committee shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information. Such charges shall be held by the Master Architectural Committee and used to defray the administrative expenses incurred by the Master Architectural Committee in performing its duties hereunder; provided, however, that any excess funds held by the Master Architectural Committee shall be distributed to the Master Association at the end of each calendar year. The Master Architectural Committee shall not be required to review any plans until a complete submittal package, as required by the Master Declaration, this Declaration and the Architectural Guidelines, is submitted to the Master Architectural Committee.

b) **Prior Declaration.** In addition to the terms of the Master Restrictions, the Development Area is also subject to any additional covenants, conditions, restrictions, and easements filed of record in the Official Public Records of Travis County. Specifically, the Development Area is subject to the terms, restrictions, and provisions detailed under Exhibit C of that certain Special Warranty Deed recorded under Document No. 2014019921 of the Official Public Records of Travis County (the "**Prior Declaration**"). The Prior Declaration includes specific requirements pertaining to the use and development of the Development Area, including but not limited to: (a) specific restrictions on masonry (which restrictions have been incorporated into Section 2.02(a)(ii)); (b) specific restrictions on roofing (which restrictions have been incorporated into Section 2.02(a)(iii)); and (c) specific restrictions on landscaping (which restrictions have been incorporated into Section 2.02(f)). **EACH OWNER IS ADVISED TO REVIEW THE PRIOR DECLARATION PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE DEVELOPMENT AREA TO INSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.** This Declaration is not intended to modify the terms and provisions of the Prior Declaration and to the extent of any conflict between this Declaration and the Prior Declaration, the terms of the Prior Declaration will control. Notwithstanding any provision to the contrary in this Declaration, the TR Vista Preserve, LLC, a Texas limited liability company (the "**Prior Declaration Grantor**") has the exclusive right to approve variances or otherwise enter into agreements with Owners to change, rescind, or modify the terms, restrictions, and provisions set out in the Prior Declaration; specifically that: (a) no variance, change, rescission or modification to the terms, restrictions, and provisions set forth in the Prior Declaration will be effective until and unless it is approved in writing by the Prior Declaration Grantor; and (b) the Prior Declaration Grantor will in no event have any obligation to approve any requested variance or any requested change, rescission, or modification of the terms, restrictions, and provisions set out in the Prior Declaration, it being expressly agreed and understood that the Prior Declaration Grantor may, in the Prior Declaration Grantor's sole and absolute discretion, deny any such

request, or condition approval of any such request upon any requirements or matters which the Prior Declaration Grantor may determine.

2.02. General Restrictions.

(a) The Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one detached single family residence which shall not exceed the following height limitations and shall meet the following criteria:

(i) The maximum building height shall be determined utilizing City of Austin height limitation requirements and shall be limited to a maximum of two (2) stories.

(ii) The exterior walls of each residence shall be constructed of one hundred percent (100%) masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors and trim work. Only brick, cast stone, plaster (stucco) and stone shall be considered masonry. Cementitious siding, e.g., "Hardi-Plank", is not considered masonry.

(iii) The roofs of all homes constructed within the Development Area shall be constructed of clay, concrete or ceramic tile.

(iv) Any residence constructed on any Lot within the Development Area must comply with the minimum and/or maximum square foot size requirements set forth in the Architectural Guidelines.

(b) Each Lot must contain a private garage for not fewer than two (2) automobiles and off-street parking space for a minimum of two (2) automobiles. All garages will be maintained for the parking of automobiles, may not be used for storage or other purposes which preclude its use for the parking of automobiles, and no garage may be permanently enclosed or otherwise used for habitation.

(c) The location of all buildings and Improvements shall comply with the minimum setbacks shown on any plat of the Development Area and the Architectural Guidelines.

(d) The location, orientation and opening of each garage to be located on a Lot shall be approved in advance of construction by the Master Architectural Committee.

(e) The design, construction materials, and location of all driveways shall comply with the requirements set forth in the Architectural Guidelines.

(f) All landscaping shall comply with the landscaping guidelines set forth in Article 8 of the Steiner Ranch Residential Design Guideline Manual recorded as Document No. 2007042877 of the Official Public Records of Travis County, Texas. The Master Architectural

Committee shall have the authority to promulgate additional rules and requirements for landscaping design, installation, and materials to be located on any Lot.

(g) No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Development Area; (iii) the business activity does not involve door-to-door solicitation of residents within the Development; (iv) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked in the Development which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity in intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party. Declarant or its licensees, in connection with its development of the Development Area and sale of Lots, shall have the right to maintain on any Lot or Lot(s) model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited until such Lot is purchased by an individual who intends to reside thereon. Notwithstanding any provision in this Section 2.02(g) of the Declaration to the contrary, "garage sales" shall be permitted with the advance written consent of the Board.

(h) No portion of the Development Area may be used for: (i) the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies; or (ii) a carport or other automobile storage which is open on more than one side.

(i) No Lot may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but Lots may be leased for single family residential purposes for a minimum term of six (6) months; provided that any lease agreement must be in writing and must be made specifically subject to this Declaration. Tenants must be the lessee and his or her family within the first degree of relationship by blood, adoption or marriage.

(j) Certain portions of the Development Area shown on Exhibit "B" have been designated as "no build zones" (the "**No Build Zones**"). Within these No Build Zones the construction of buildings and other structures are prohibited. Notwithstanding the foregoing, there is no prohibition against the construction of utility lines and facilities (including without limitation a wastewater lift station), drainage lines and facilities, fencing, irrigation systems, signage, entry monumentation, landscaping improvements and other common area improvements within the No Build Zones.

2.03. Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on a Lot without the prior written approval of the Master Architectural Committee; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals; (collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Master Architectural Committee, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Master Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.03A. Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Master Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Master Architectural Committee are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Master Architectural Committee may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

2.04. Insurance Rates. Nothing shall be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Master Common Area, the Special Common Area, or the improvements located thereon, without the prior written approval of the Board, as applicable.

2.05. Subdividing and Easements. No Lot shall be further divided or subdivided, nor may any easements or other interests therein covering less than the whole Lot be conveyed by the Owner thereof without the prior express written approval of the Declarant. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or by separate written instrument. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or any other landscaping or Improvements or to other property of the Owner situated within any such easement.

2.06. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Master Architectural Committee or unless permitted by the Architectural Guidelines, except for:

i. signs which are part of Declarant's overall marketing or construction plans or activities for the Property and/or Development;

ii. one (1) temporary "For Sale" sign placed on the Lot being advertised "For Sale". The sign will be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, must be mounted on a single or frame post. The overall height of the sign measured from the finished grade on the spot where the sign is located to the top of the sign may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale of the Lot;

iii. one (1) small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

iv. permits as may be required by legal proceedings;

v. permits as may be required by any governmental entity;

vi. political signs may be erected provided the sign: (a) is erected no earlier than the 90th day before the date of the election to which the sign relates; (b) is removed no later than the 10th day after the date of the election to which the sign relates; and (c) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or

characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

vii. a religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

An Owner will be permitted to post a "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign not exceed twenty-five (25) square inches.

2.07. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Development Area and no odors shall be permitted to arise therefrom so as to render the Development Area 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 covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Development Area, other than the Lot on which such containers are properly located.

2.08. Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devises used exclusively for security purposes) shall be located, used, or placed on any of the Development Area. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Master Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

2.09. Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any of the Development Area by anyone other than Declarant, without the prior written approval of the Master Architectural Committee.

2.10. Repair of Buildings. All Improvements upon any of the Development Area that are not maintained by the Master Association shall at all times be kept in good condition and repair and adequately maintained by the Owner thereof. The opinion of the Master Architectural Committee as to condition and repair shall be final.

2.11 Repair and Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Master Architectural Committee, in its sole discretion,

shall determine whether a violation of the maintenance obligations set forth in this Section 2.11 has occurred. Such maintenance includes but is not limited to the following, which shall be performed in a timely manner, as determined by the Master Architectural Committee, in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing.

(iii) Tree and shrub pruning.

(iv) Watering.

(v) Keeping exterior lighting and mechanical facilities in working order.

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.

(vii) Keeping sidewalks, driveways, and private roads in good repair.

(viii) Complying with all government, health and police requirements.

(ix) Repainting of Improvements.

(x) Repair of exterior damage, and wear and tear to Improvements.

2.12. Alteration or Removal of Improvements. Any alteration, remodeling, or construction that in any way alters or modifies the exterior appearance of any Improvements, or the removal of any Improvements within the Development Area, shall be performed only with the prior written approval of the Master Architectural Committee.

2.13. Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and approved in writing by the Master Architectural Committee.

2.14. Hazardous Activities. No activities may be conducted on the Development Area and no Improvements constructed on the Development Area that 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 upon the Development Area, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or in contained barbecue units which are attended while in use and are used for cooking purposes only.

2.15. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Development Area without the written approval of the Master Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders, and foreman during actual construction may be maintained with the prior approval of Master

Architectural Committee, such approval to include the nature, size, duration, and location of such structure.

2.16. Mining and Drilling. No portion of the Development Area 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.

2.17. Unsightly Articles: Vehicles. No article deemed to be unsightly by the Master Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a 3/4 ton pickup, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures 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 enclosed garages or other structures. Facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Development Area other than the Lot on which such areas, piles and facilities are properly located. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view from any portion of the Development Area other than the Lot on which such materials are properly located.

Parking of any vehicles on public or private streets or thoroughfares; and parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

2.18. Animals. No animals, including pigs, 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 Development Area. 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 Development Area other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Development Area and no kennels or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Master Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

2.19. Travel Trailers and Recreational Vehicles. No travel trailers or recreational vehicles shall be parked in any street or on or near any Lot for more than forty-eight (48) hours or for more than seventy-two (72) hours in any 30-day period, so as to be visible from any other portion of the Development Area.

2.20. Owner's Responsibility for Maintenance. Each Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other Improvements of any kind or nature that are located upon such Owner's Lot. An Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the Improvements located on such Owner's Lot, except by written consent of the Master Architectural Committee. Each Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within such Owner's structure; provided, that window treatments which are visible from the street or any other residence will have window coverings which have a white or off-white backing or blend with the exterior color of the residence. In the event an Owner fails to maintain the Improvements located on such Owner's Lot as provided herein in a manner that the Master Architectural Committee deems necessary to preserve the appearance and value of the Development Area, the Master Architectural Committee may notify such Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event such Owner fails to complete such work or maintenance within said period, the Master Architectural Committee shall so notify the Board, and such board may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Master Association for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed or chargeable against a Lot shall be secured by the liens reserved in the Master Declaration for assessments and may be collected by any means provided in the Master Declaration for the collection of such assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE MASTER ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE MASTER ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 2.20 (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE MASTER ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE MASTER ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.21. Liability of Owners for Damage to Master Common Area or Special Common Area. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Master Common Area or the Special Common Area. The Owner of each Lot shall be liable to the Master Association for all damages to: (i) the Master Common Area, or any Improvements constructed thereon; or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Master Association; which damage is caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full cost of all repairs of such damage shall be assessed and charged against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in the Master Declaration or the Declaration.

2.22. Compliance with the Declaration. Each Owner shall comply strictly with the provisions of the Master Restrictions as the same may be amended from time to time. Failure to comply with any of the Master Restrictions shall constitute a violation of the Master Restrictions and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager, the Board, the Master Architectural Committee, or by an aggrieved Owner. Without limiting any rights or powers of the Master Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of this Declaration and/or the Master Declaration, and the Owner whose violation has been so remedied shall be personally liable to the Master Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Master Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Master Declaration for assessments and may be collected by any means provided in the Master Declaration for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Master Association's acts or activities under this Section 2.22 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Master Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Master Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.23. Butane and Fuel Tanks. No butane or fuel tank or other structure or facility for the storage of combustible fuel (other than gas grills) shall be placed or maintained on the Development Area unless approved in writing by the Master Architectural Committee.

2.24. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or

provisions contained in the Declaration. Any Owner acquiring a Lot 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 Lot, agrees to hold Declarant harmless therefrom.

2.25. No Tennis or Recreational Courts; Playscapes; Basketball Goals. No tennis, recreational or sport courts shall be constructed on any Lot unless expressly approved by the Master Architectural Committee. The Master Architectural Committee may prohibit the installation of a tennis, recreational or sport court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Master Architectural Committee. The Master Architectural Committee may prohibit the installation of playscapes or similar recreational facilities on any Lot. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed in the rear of the Lots and shall not be placed, at any time: (i) in or adjacent to any street or right of way located within the subdivision; or (ii) between the street right-of-way and the front of the residence on any Lot in the subdivision. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Master Architectural Committee prior to being placed on any Lot.

2.26. Protective Covenants. Each Owner agrees to comply with all terms and conditions of that certain Conservation Easement Agreement Steiner Ranch, Travis County, Texas recorded as Document No. 2001009450 in the Official Public Records of Travis County, Texas, to the extent such terms and/or conditions apply to such Owner's Lot; and with all the terms and conditions of that certain Development Agreement, recorded as Document No. 2001180705 in the Official Public Records of Travis County, Texas, to the extent such terms and/or conditions apply to such Owner's Lot; and the terms and conditions of that certain Conservation Easement to Restrict Impervious Cover, recorded as Document No. 2001180704 in the Official Public Records of Travis County, Texas, to the extent such terms and/or conditions apply to such Owner's Lot.

2.27. Violation of Association Restrictions. In the event the Master Restrictions are violated by any Owner, its employees, lessees, invitees or licensees, the Declarant, the Master Architectural Committee, and/or the Board may seek any one or more of the following remedies, in addition to any other remedy or right provided in the Master Restrictions:

(A) The suspension of an Owner's right to vote in matters pertaining to the Master Association and to suspend such Owner's right to use any Master Common Area;

(B) The right to enforce the Master Restrictions (and in connection therewith, to enter upon any Lot or any Improvements constructed thereon or therein, if necessary), and levy an assessment against the Lot for any expense occasioned by such violation;

(C) The right to levy fines as a result of such violation;

(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. Each day a violation continues shall be deemed a separate violation.

2.28. Construction Standards.

(a) Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary.

(b) Any and all debris due to construction including but not limited to dirt or trash, which is deposited on any public or common roadway, shall be removed daily. No construction equipment or vehicles shall be parked on any public or common roadway within the Development Area without prior written approval of the Master Architectural Committee.

(c) All temporary utilities on any portion of the Development Area during the construction of Improvements thereon shall be contained in unobtrusive areas to be approved in writing by the Master Architectural Committee. To the extent reasonably practicable, equipment and materials shall be stored at a location that is visibly unobtrusive from any public or common roadway and from any adjacent property. To the extent reasonably practicable, construction debris shall be concealed from any public or common roadway and from adjacent property, by the use of visual screening, and such debris shall be removed promptly and on a regular basis. Burning of debris shall not be permitted. Upon completion of construction upon any portion of the Development Area, all trash, debris, surplus materials, temporary screening barriers, and equipment shall be removed promptly.

ARTICLE III

INSURANCE AND CONDEMNATION

3.01. Insurance. Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies shall be for the full insurable value of the Improvements constructed upon each Lot, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Master Association shall not be required to maintain insurance on the Improvements constructed upon any Lot. The Master Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in their discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Master Association, as the case

may be. The acquisition of insurance by the Master Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

3.02. Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Master Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner shall be personally liable to the Master Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Master Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Master Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Master Declaration for assessments and may be collected by any means provided in the Master Declaration for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE MASTER ASSOCIATION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE MASTER ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE MASTER ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

3.03. Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Master Association pursuant to the rights granted under this Article III, hereby grants to the Master Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Master Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner shall

execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Master Association.

ARTICLE IV

GENERAL PROVISIONS

4.01. Duration. This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Master Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time this Declaration shall be automatically extended for successive periods of five (5) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by sixty-seven percent (67%) of the total votes allocated to the Owners in the Master Association. Such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis County, Texas.

4.02. Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument setting forth the amendment and executed and acknowledged by (i) the Declarant, acting alone (until expiration or termination of the Development Period); or (ii) the Declarant (until expiration or termination of the Development Period) and members of the Master Association entitled to cast at least sixty-seven percent (67%) of the total votes allocated to the Owners in the Master Association.

4.03. 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 Saturday, 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 in writing to the Secretary of the Master Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Master Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Master Association.

4.04. Interpretation. The provision of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration shall be construed and governed under the laws of the State of Texas.

4.05. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of

improvements upon Lots within the Development Area, so long as such construction is pursuant to proper approval of the Master Architectural Committee.

4.06. Gender. Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

4.07. Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

4.08. Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Master Association shall have the right to enforce all of the provisions of this Declaration. The Master Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.

(b) Every act or omission whereby any provision of the Master Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, or the Master Association.

(c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of the Master Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

4.09. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. 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.

ARTICLE V

DEVELOPMENT

5.01. Addition of Land. Declarant may, at any time and from time to time, add additional land to the Development Area and, upon the filing of a notice as hereinafter described, such land shall be considered part of the Development Area for purposes of this Declaration, and such land shall be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to such added land as with respect to the land originally covered by this Declaration. Declarant may change, amend or modify any or all of the terms, covenants, conditions, restrictions and obligations of this Declaration as applied to any additional land added to the Declaration pursuant to this Section 5.01. To add land to the Development Area, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to Section 9.05 of the Master Declaration) containing the following provisions:

(A) A reference to this Declaration, which reference shall include the recordation information of the Declaration;

(B) A statement that such land shall be considered Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration, as changed, amended, or modified as set froth in the notice, shall apply to the added land; and

(C) A legal description of the added land.

5.02. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Declaration: (i) any portion of the Development Area which has not been included in a Plat; (ii) any portion of the Development Area included in a Plat if Declarant owns all Lots described in such Plat; and (iii) any portion of the Development Area included in a Plat even if Declarant does not own all Lot(s) described in such Plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such Plat. Upon any such withdrawal and renewal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

(A) A reference to this Declaration, which reference shall include the recordation information of the Declaration;

(B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

(C) A legal description of the withdrawn land.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 2nd day of May, 2014.

DECLARANT:

TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD., a Texas limited partnership

By: TWC/Steiner Ranch, L.L.C. Texas limited liability company, its General Partner

By: _____
Name: Adib R. Khoury
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on this 2nd day of May, 2014 by Adib R. Khoury Vice President of TWC/Steiner Ranch, LLC, a Texas limited liability company, General Partner of Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal) POLLY J. HAGERTY Notary Public, State of Texas My Commission Expires October 03, 2017

_____
Notary Public, State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TAYLOR MORRISON:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____
Name: Adib R. Khoury
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on this 2nd day of May, 2014 by Adib R. Khoury, Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.

POLLY J. HAGERTY
Notary Public, State of Texas
My Commission Expires
October 03, 2017
(seal)

_____
Notary Public, State of Texas

EXHIBIT "A"

STEINER RANCH
DESIGN GUIDELINES /SUPPLEMENTAL CONDITIONS

[McCormick Ranch]

May _____, 2014

STEINER RANCH
DESIGN GUIDELINES / SUPPLEMENTAL CONDITIONS

This information is supplemental to the **Steiner Ranch Residential Design Guidelines Manual that was adopted by the SRMA Architectural Committee on February 21, 2007 and recorded on March 09, 2007 and any future amendments to the guidelines. Please refer to that document for all general Architectural Guidelines.*

[McCormick Ranch] – 80' lots

Lot/Block Description:
Lots 21 through 31, and 33 through 43, Block A; Lots 1 through 17, Block B; Lots 1 through 3, and Lots 5 thought 26, Block C; and Lots 1 through 9, and Lots 11 thought 21, Block D, in the Final Plat of McCormick Ranch on Lake Austin, Phase 2.

Building Area

- **3,000 square foot minimum to 5,200 square foot maximum** of habitable floor space (conditioned living area) measured to outside face of masonry. This excludes garages, gazebos, patios, basements, cabanas, decks, porches, etc.

Structure Setbacks

- **Front yard** setbacks shall be a minimum of 25 feet per plat and will be measured from the front boundary of the lot.
- **Side yard** setbacks facing streets shall be 15 feet, or as shown on the plat.
- **Interior side yard** setbacks shall be a minimum of 7 ½ feet, and a combined total of 15 feet for both sides.
- **Rear yard** setbacks shall be a minimum of 15 feet.
- Setbacks are measured from property line and are inclusive of any easements shown on the plat or recorded by separate instrument.
- In no case shall any structure or Improvements, including overhangs, encroach into easement areas. (Building setbacks are not considered to be easements for this purpose).
- In order to enhance the views and streetscape, and to not adversely affect adjacent homes, the Master Architectural Committee, at times, may dictate the exact location of building structures on the lot. Views are not protected.

Landscape Design – On a Lot there shall be:

- Three (3) canopy trees at a minimum caliper of four inches (4") in each street yard, including the side and rear yards adjacent to and visible from roadways. The number of trees required on a Lot may be reduced or waived, upon approval of a variance by the Master Architectural Committee, but only in a situation where there are at least two (2) existing hardwood trees of at least eight inch (8") caliper in the specified yard, per required tree.

- Two (2) ornamental trees at a minimum caliper of two inches (2"), and a minimum of six (6) feet in height, in each required yard, as stated above.

- Thirty (30) shrubs at a minimum of five gallon in size, in each required yard, as stated above. If shrubs are to be used for screening, they must be an evergreen, woody variety, and the appropriate size for the item to be screened. Shrubs in beds are to be arranged in a freeform bed, not in a straight line against the foundation of the home.

- Forty (40) ornamental grasses, ground cover, or perennials at a minimum of one gallon in size, in each required yard, as stated above.

- Fully sodded yard (front, side and rear) including an in-ground automatic irrigation system.

- At least one floating landscape bed in the front yard, in addition to the beds around the house.

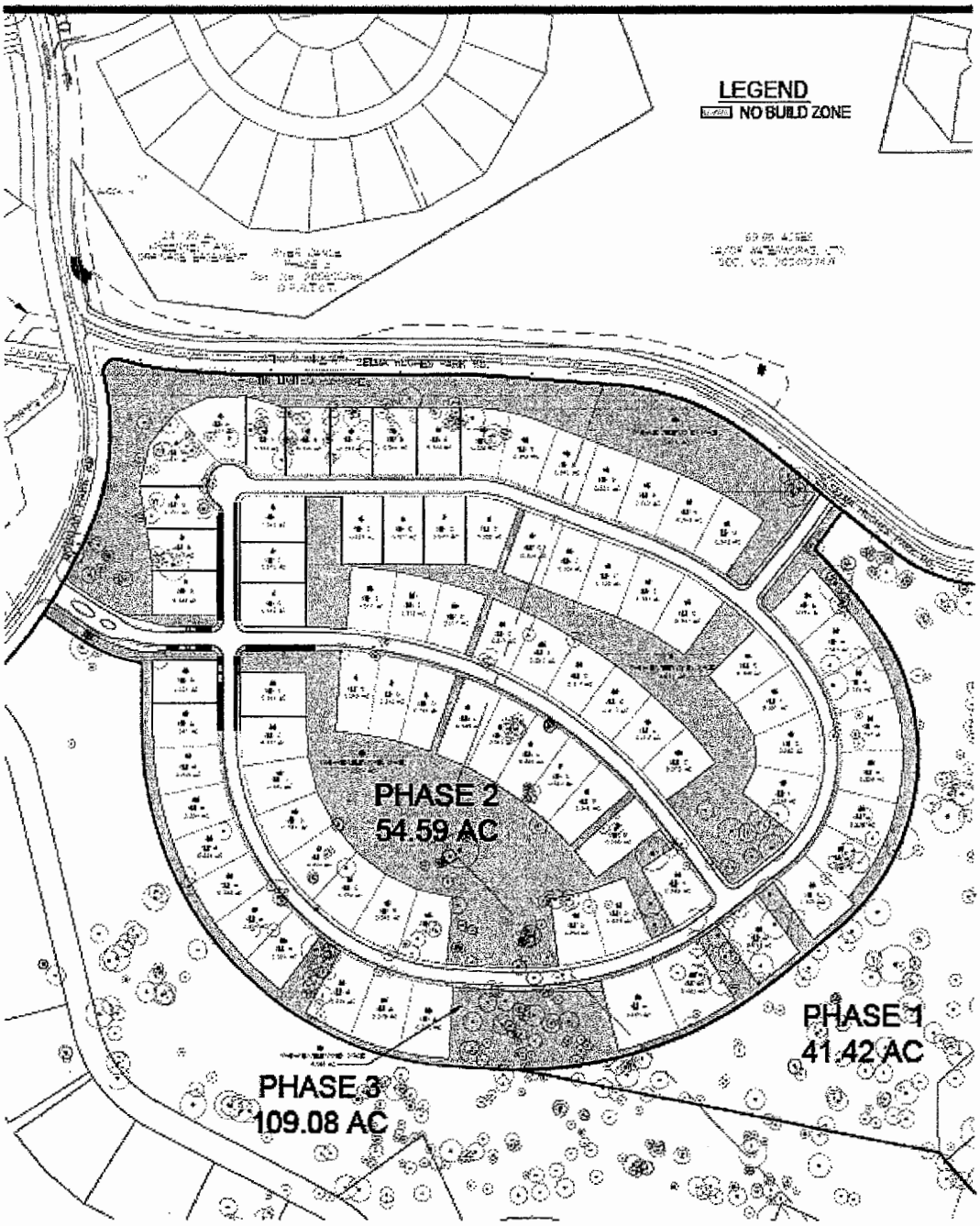
- Side yard landscaping will be required on the interior side of the lot when the combined side setbacks exceed 10'. For every four (4) linear foot on the side of the house, one (1) 5-gallon shrub will be required. However, these shrubs should not be planted in one row across the side, but should be clustered in groupings every 10-15 feet.

EXHIBIT "B"

No Build Zones

Lot 32, Block A, Lot 18, Block B, Lot 4, Block C, and Lot 10, Block D, and as depicted on the attached map.

NO BUILD ZONE



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
May 06 2014 02:24 PM
FEE: $ 130.00 2014065026