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AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

STEINER RANCH
PHASE ONE, SECTION 6B
[TOWNE HOLLOW]

Lot 1 through 76 Block A and Lot 2 through 52, Block B

DEVELOPMENT AREA DECLARATION

Cross reference to Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded in Volume 13008, Page 756, et. seq., Official Public Records of Travis County, Texas, as amended by that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded in Document No. 2000143255, Official Public Records of Travis County, Texas, and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2002057508, Official Records of Travis County, Texas. The terms and provisions of the afore-mentioned documents also apply to the Property encumbered by this Development Area Declaration.

DEVELOPMENT AREA
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
[TOWNE HOLLOW]

This Development Area Declaration of Covenants, Conditions and Restrictions [Savannah] (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. 2000009812, 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 in Volume 13008, Page 756, et. seq., Official Public Records of Travis County, Texas, as amended by that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded in Document No. 2000143255, Official Public Records of Travis County, Texas, and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2002057508, Official Records of Travis County, Texas (the "Master Declaration").

B. Declarant is the owner of Lot 1 through 76 Block A, and Lot 2 through 52, Block B located in Steiner Ranch, Phase One, Section 6B, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300001, Official Public Records of Travis County, Texas (the "Property").

C. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Phase One, Section 6B], recorded in the Official Public Records of Travis County, Texas, the Property 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 Property a residential community and carry out a uniform plan for the improvement and development of the Property 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 Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, 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 Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to the Property 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 Property,

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, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

"Architectural Guidelines" shall mean that certain Steiner Ranch Residential Design Guidelines Manual, adopted by the Master Architectural Control Committee and recorded in the Official Public Records of Travis County, Texas, as supplemented and modified by the Steiner Ranch Design Guidelines/Supplemental Conditions Towne Hollow, Phase One, Section 6B (124 Lots), attached hereto as Exhibit "A" and incorporated herein for all purposes. The Architectural Guidelines may be amended, modified, or restated from time to time.

"Assessment" or "Assessments" shall mean all assessment(s) imposed by the Master Association under the Master Declaration.

"Association Restrictions" shall mean this Declaration as the same may be amended from time to time, together with the Master Articles, Master Bylaws, and Association Rules, if any, from time to time in effect.

"Association Rules" shall mean the rules and regulations adopted by the Master Board pursuant to the Master Declaration, as such rules and regulations may be amended from time to time.

"Declarant" shall mean Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of Taylor Woodrow Communities/Steiner Ranch, Ltd. as Declarant, must be expressly set forth in writing and the mere conveyance of a portion or all of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, other utilities, or otherwise.

"Lot" or "Lots" shall mean one or more of the subdivided lots within the Property excluding any Master Common Area conveyed to the Master Association or designated by Declarant as Master Common Area which has yet to be conveyed to the Master Association.

"Master Architectural Control Committee" shall mean the committee created pursuant to the Master Declaration to establish Architectural Guidelines, to review and approve plans for the construction of Improvements upon the Property, and to carry out its duties as set forth in the Declaration and the Master Declaration. The Master Architectural Control Committee is sometimes referred to herein as the "Architectural Control Committee."

"Master Articles" shall mean the Articles of Incorporation of the Master Association

"Master Association" shall mean and refer to the Steiner Ranch Master Association, Inc., a Texas non-profit corporation.

"Master Board" shall mean and refer to the Board of Directors of the Master Association.

"Master Bylaws" shall mean the bylaws of the Master Association as adopted by the Master Board and as amended from time to time.

"Master Common Area" shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, or leased by, the Master Association, including, without limitation, all private streets and easements for landscape, drainage, irrigation, fence or related purposes.

"Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch recorded in Volume 13008, Page 756 of the Real Property Records of Travis County, Texas, as amended by that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded in Document No. 2000143255, Official Public Records of Travis County, Texas, and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2002057508, Official Public Records of Travis County, Texas, filed against the Property and other real estate in Travis County, Texas, as such declaration may be modified, amended, or restated from time to time.

"Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Property given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage(s).

"Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

1.02. General Definitions. 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

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

2.01. Architectural Guidelines. Pursuant to Section 4.02 below, the Master Architectural Control Committee shall adopt Architectural Guidelines applicable to the Property and all Improvements constructed on the Property shall strictly comply with those Architectural Guidelines. Effective the date of this Declaration, the Master Architectural Control Committee has adopted architectural guidelines for the property set forth in that certain Steiner Ranch Residential Design Guidelines Manual, dated September 2, 1997, and revised on March 7, 2002, recorded in the Official Public Records of Travis County, Texas, as supplemented and modified by that certain Steiner Ranch Design Guidelines/Supplemental Conditions Towne Hollow, Phase One, Section 6B (124 Lots), a copy of which is attached hereto as Exhibit "A". Architectural Guidelines may be supplemented, modified, amended, or restated by the Master Architectural Control Committee as authorized by the Master Declaration and this 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 the Declaration shall control. In addition, the Master Architectural Control Committee shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of the Master Declaration or this Declaration. Such charges shall be held by the Master Architectural Control Committee and used to defray the administrative expenses incurred by the Master Architectural Control Committee in performing its duties hereunder; provided, however, that any excess funds held by the Master Architectural Control Committee shall be distributed to the Master Association at the end of each calendar year. The Master Architectural Control Committee shall not be required to review any plans until a complete submittal package, as required by the Master Declaration and/or his Declaration and the Architectural Guidelines, is assembled and submitted to the Master Architectural Control Committee.

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 composition and percentage of masonry required for each single family residence to be constructed upon the Property shall comply with the terms and provisions of the Architectural Guidelines.

(iii) All roofs shall be constructed of clay or concrete tile, non-reflective metal, laminated "architectural" grade composition shingle (with a minimum 25 year warranty), or other material expressly approved by the Master Architectural Control Committee.

(iv) Any residence constructed on any Lot within the Property 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.

(c) The location of all buildings and Improvements shall comply with the minimum setbacks shown on any plat of the Property 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 Control Committee.

(e) The design, construction materials, and location of all driveways shall comply with the requirements set forth in the Architectural Guidelines. Circular and asphalt driveways shall not be permitted.

(f) All landscaping shall comply with the Architectural Guidelines. The Master Architectural Control 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) or the Declaration to the contrary, "garage sales" shall be permitted with the advance written consent of the Master Board.

(h) No portion of the Property 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.

2.03. Antennae and Solar Systems. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "Antennae"), nor any solar energy

system ("Solar System"), shall be erected, maintained or placed on a Lot without the prior written approval of the Master Architectural Control Committee; provided, however, that a satellite dish or other similar instrument with a diameter no greater than one (1) meter may be located upon a Lot. Prior to the erection of any Antennae (unless otherwise permitted by this Section 2.03) or Solar System, plans and specifications and a proposal for screening shall be presented to and expressly approved by the Master Architectural Control Committee, which approval may be denied for any reason whatsoever. The Master Architectural Control Committee shall be permitted to adopt reasonable requirements as to the location and screening of all antennas and satellite dishes consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property.

2.04. Insurance Rates. Nothing shall be done or kept on the Property that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Master Common Area or the improvements located thereon, without the prior written approval of the Master Board or 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, including, without limitation, signs advertising property for sale or lease, shall be displayed to the public view without the express prior written approval of the Declarant except for signs that are part of Declarant's marketing plan for the Property or any part thereof. The Declarant may permit or prohibit signs of any type advertising a portion of the Property for sale or lease, as it elects, in its sole discretion. Declarant intends to implement a marketing program for the Property, which shall include signs advertising property for sale.

2.07. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, 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 Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property 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 Property by anyone other than Declarant, without the prior written approval of the Master Architectural Control Committee.

2.10. Repair of Buildings. All Improvements upon any of the Property 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 Control 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 Control 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 Control 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 Property, shall be performed only with the prior written approval of the Master Architectural Control Committee. Unless otherwise approved in writing by the Master Architectural Control Committee, any alteration, remodeling, alteration or modification of any single-family residence on a Lot shall be completed within eighteen (18) months of the date that construction is commenced on the Lot.

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

2.14. Hazardous Activities. No activities may be conducted on the Property and no Improvements constructed on the Property 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 Property, 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 Property without the written approval of the Master Architectural Control 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 Control Committee, such approval to include the nature, size, duration, and location of such structure.

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

2.17. Unsightly Articles: Vehicles. No article deemed to be unsightly by the Master Architectural Control 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. Service areas, storage areas, compost piles, and 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 Property. 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 Property 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 Property 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 Control 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 Property.

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 Control 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. 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 Control Committee deems necessary to preserve the appearance and value of the Development Area, the Master Architectural Control 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 Control Committee shall so notify the Master Board, and the Master 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 added to the Assessments chargeable to the Owner's Lot(s). Any such amounts added to the Assessments 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 THEIR 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 Common Area or Master Common Area. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Common Area or Master Common Area. The Owner of each Lot shall be liable to the Master Association for all damages to: (i) the Common Area, 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 Association Restrictions. Each Owner shall comply strictly with the provisions of the Association Restrictions as the same may be amended from time to time. Failure to comply with any of the Association Restrictions shall constitute a violation of the Association 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 Master Board on behalf of the Master Association, or the Master Architectural Control Committee. Without limiting any rights or powers of the Master Association, the Master Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Association Restrictions, 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 Declaration and/or the Master Declaration for Assessments and may be collected by any means provided in the Declaration and/or 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 Property unless approved in writing by the Master Architectural Control 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 Control Committee. The Master Architectural Control 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 Control Committee. The Master Architectural Control 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 Control 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 Association Restrictions are violated by any Owner, its employees, lessees, invitees or licensees, the Declarant, the Master Architectural Control Committee, and/or the Master Board may seek any one or more of the following remedies, in addition to any other remedy or right provided in the Association 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 Association 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 Control 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 Control 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 replacement value of the Improvements constructed upon each Lot. 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 Master in its discretion may deem necessary. Premiums for insurance obtained by the Master Association shall be a common expense to be included in the assessments levied by the Master Association. 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) 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 Master 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

ARCHITECTURAL GUIDELINES

4.01. Compliance with Design and Architectural Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Property shall strictly comply with the requirements of the Declaration and the Architectural Guidelines, unless a variance is obtained pursuant to Section 4.01.

4.02. Adoption of Rules and Regulations. The Master Architectural Control Committee shall have the authority to adopt such procedural and substantive rules and guidelines (including without limitation the imposition of any requirements for certificates of compliance or completion relating to any Improvement), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder, including rules and guidelines establishing and describing its review procedures, and principles and criteria used in its review. The Master Architectural Control Committee may amend or modify or supplement its rules and guidelines from time to time as the Master Architectural Control Committee deems advisable. In addition the Master Architectural Control Committee shall have the power and authority to impose such reasonable charges for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Master Architectural Control Committee and used to defray the administrative expenses incurred by the Master Architectural Control Committee in performing its duties hereunder, provided, however, that any excess funds held by the Master Architectural Control Committee shall be distributed to the Master Association at the end of each calendar year.

4.03. Variances. The Master Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration or the Architectural Guidelines or when, in the opinion of the Master Architectural Control Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Property, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Master Architectural Control Committee. Plans and specifications which have been approved by the Master Architectural Control Committee without conditions or exception and which reflect deviations from this Declaration or the Architectural Guidelines shall constitute a writing for the purpose of the foregoing sentence. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Architectural Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this or Architectural Guidelines for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

ARTICLE V

MORTGAGE PROTECTION

5.01. Examination of Books. The Master Association shall permit Mortgagees to examine the books and records of the Master Association during normal business hours upon one business day's notice (not less than 24 hours).

5.02. Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to first lien mortgages under local law shall relate only to the individual Lots and not to the Property as a whole.

ARTICLE VI

GENERAL PROVISIONS

6.01. 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, 2075, 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 by seventy percent (70%) of Owners of the Lots with each Lot being allocated one (1) vote, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that 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.

6.02. 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 executed and acknowledged by (i) the Declarant, acting alone; or (ii) Declarant and at least seventy percent (70%) of the Owners with each Owner being allocated one (1) vote for each Lot owned by such Owner.

6.03. 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.

6.04. 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 Property, 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 Property. This Declaration shall be construed and governed under the laws of the State of Texas.

6.05. 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 Property, so long as such construction is pursuant to proper approval of the Master Architectural Control Committee.

6.06. 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.

6.07. 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.

6.08. Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, and/or 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 Association 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 Property 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 Association 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.

6.09. 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; 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 affect that which is set forth in any of the paragraphs, sections, or articles hereof.

EXECUTED to be effective the 4th day of April, 2003.

DECLARANT:

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

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

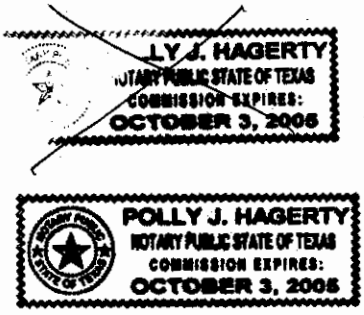
By: _____
James D. Plasek, Vice-President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared James D. Plasek, Vice-President of TWC/Steiner Ranch, L.L.C., a Texas limited liability company, General Partner of Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said limited liability company and limited partnership.

Given under my hand and seal of this office this 4th day of April, 2003.

(seal)



Polly J. Hagerty
Notary Public, State of Texas

EXHIBIT "A"

STEINER RANCH
DESIGN GUIDELINES /SUPPLEMENTAL CONDITIONS

Towne Hollow
Phase One, Sections 6B (124 Lots)

April 4, 2003

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 September 2, 1997 and revised on March 7, 2002. Please refer to that document for all general Architectural Guidelines.*

Towne Hollow Phase One, Section 6B (124 Lots)

Lot/Block Description

Lot 1 through 76 Block A, and Lot 2 through 52, Block B

Building Area

- **1,400 square foot minimum to 2,600 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 20 feet per plat.
- **Side yard** setbacks facing streets shall be 15 feet per plat.
- **Interior side yard** setbacks shall be a minimum of 5 feet.
- **Rear yard** setbacks shall be a minimum of 25 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 structure, including overhangs, encroach into *easement* areas.

Site Work

- Prior to lot clearing, silt fence must be installed on downhill sides of the lot.
- Prior to lot clearing, construction fencing must be installed on all property lines abutting greenbelt or open space lot. Builder construction access, parking, construction staging, materials/debris storage, or construction activity is prohibited on greenbelt lots, open space lots or any vacant residential lots.
- The slab elevation on Lots 38-40, Block B at all points must be at least 12" above the finished grade of the Lot. For the purpose of this provision, elevation will be measured from finished grade to the top of the slab.

Facade Design

- In addition to any street facing front or side elevations, the rear elevations on the following lots must be 100% masonry, exclusive of minimal non-masonry architectural

treatment or detailing that may be approved by the Architectural Committee: **Block A, Lots 1 through 16; and Block B, Lots 3 and 51.** Also, the side (greenbelt facing) elevation on the following lots must be 100% masonry: **Block A, Lot 1, 16, 18 and 76; Block B, Lots 3 & 51.**

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Fencing and Walls

- Standard wood picket fencing is required at all property lines, as defined in the Residential Design Guidelines Manual, unless otherwise approved by the Architectural Committee. The option remains to replace the rear property wood picket fence with 5' or 6' tall wrought iron fence, if the rear property line is adjacent to the greenbelt lot **(Block A, Lot 77 only)** with no further approval.
- No private access gates are allowed to any of the greenbelt or common areas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

06-13-2003 01:02 PM 2003134267
PAREDEST $47.00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS