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**DECLARATION OF HOMEOWNERS ASSOCIATION AND COVENANTS,  
RESTRICTIONS AND EASEMENTS**

**FOR**

**MCCORMICK MOUNTAIN**

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

This Declaration of Homeowners Association and Covenants, Restrictions and Easements for McCormick Mountain (the "**Declaration**") is made to be effective as of \_\_\_\_\_, 2012 (the "**Effective Date**"), by Vistas of McCormick Mountain Development, Inc., a Texas corporation ("Vistas") and McCormick Hilltop Investment Partners, Ltd., a Texas limited partnership ("Hilltop"), hereinafter referred to together (the "**Declarants**").

### RECITALS

A. WHEREAS, Vistas is the owner of a tract of land containing approximately 13.01 acres and Hilltop is the owner of a tract of land containing approximately 32.42 acres, for a combined total of 45.43 acres, which Declarants have platted in three (3) phases in the following order: Phase III, Phase II, Phase I.

B. WHEREAS, Vistas has obtained approval of a final plat for the first phase to be developed, Phase III, which shall be encumbered by this Declaration, and recorded same as McCORMICK MOUNTAIN SUBDIVISION, PHASE III, Travis County, Texas, according to the Plat recorded in Document No. \_\_\_\_\_ of the Plat Records of Travis County, Texas, on \_\_\_\_\_, 2012, attached hereto as **Exhibit "A"**; Hilltop has obtained approval of a final plat for the second phase to be developed, Phase II, which shall be encumbered by this Declaration, and recorded same as McCORMICK MOUNTAIN SUBDIVISION, PHASE II, Travis County, Texas, according to the Plat recorded in Document No. \_\_\_\_\_ of the Plat Records of Travis County, Texas, on \_\_\_\_\_, 2012, attached hereto as **Exhibit "B"**; and Hilltop has obtained approval of a final plat for the third phase to be developed, Phase I, which shall be encumbered by this Declaration, and recorded same as McCORMICK MOUNTAIN SUBDIVISION, PHASE I, Travis County, Texas, according to the Plat recorded in Document No. \_\_\_\_\_ of the Plat Records of Travis County, Texas, on \_\_\_\_\_, 2012, attached hereto as **Exhibit "C"** (the combined plats for Phases III, II and I attached as Exhibits "A", "B" and "C" are hereinafter referred to as the "**Property**").

C. WHEREAS, Declarants intend to develop on the Property a development to be known as "McCormick Mountain Subdivision" (the "**Development**"). Declarants intend by this Declaration to impose mutually beneficial restrictions under a general plan of development for the benefit of all owners of property within the Development by recording this Declaration and, from time to time, amendments hereto. Declarants desire to provide a flexible and reasonable procedure for the overall development of the Development.

D. WHEREAS, Declarants have caused the McCormick Mountain Homeowners Association, Inc. (the "**Association**"), to be formed as a Texas non-profit corporation for the administration, maintenance, preservation, use and enjoyment of the Property that is now or hereafter subject to this Declaration and to perform certain other functions for the common good and general welfare of the Owners (defined below).

NOW, THEREFORE, Declarants hereby adopt, establish and impose upon the Property, and declare that the Property shall be held, transferred, sold, conveyed, mortgaged, occupied and enjoyed, subject to the following covenants, restrictions, easements, conditions, stipulations, and reservations (collectively, the "**Restrictions**"). The Restrictions are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the Development. The Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall, subject to the limitations provided in this Declaration, inure to the benefit of each Owner as hereinafter defined and the Owner's heirs, grantees, distributees, legal representatives, successors and assigns.

### **ARTICLE I: DEFINITIONS**

1.01 The following words, when used in this Declaration, shall have the following meanings:

(a) "**Association**" means the McCormick Mountain Homeowners Association, Inc., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Law, as amended, its successors and assigns.

(b) "**ASTM**" means American Society for Testing Materials, an international standards developing organization that develops and publishes voluntary technical standards for a wide range of materials, products, systems, and services.

(c) "**BMP**" or "**Best Management Practice**" means a method that has been determined to be the most effective, practical means of preventing or reducing pollution from a non-point source; this term is used to describe all components of the Rainwater Harvesting System.

(d) "**Board**" means the Board of Directors of the Association.

(e) "**Bylaws**" mean the Bylaws of the Association, as amended from time to time.

(f) "**Closing**" means the day of the closing of the purchase of a Lot by any party other than Declarant.

(g) "**Commencement**" means the day of the closing of the sale of a Lot by Declarants to any party other than Declarants (i.e., the day the initial Owner of a Lot, other than Declarants, closes on its purchase of the Lot).

(h) "**Common Property**" means all real property, together with any and all improvements now or hereafter located thereon, or improvements owned by the

Association or in certain instances, over which the Association has been granted easements or licenses for the common use and enjoyment of the Owners or the benefit of the Association, as set out in Article II in this Declaration, together with any other property or easement rights that the Association may from time to time acquire by purchase, assignment or otherwise, subject, however, to the easements, limitations, restrictions, dedications and/or reservations applicable thereto by virtue of this Declaration, the Plat, and/or prior grants or dedications by Declarants or Declarants' predecessors in title.

(i) "**Declarants**" means Vistas of McCormick Mountain Development, Inc., a Texas corporation, and its successors and assigns, and McCormick Hilltop Investment Partners, Ltd., a Texas limited partnership. The sale by Declarants of any portion of the Property shall not include the conveyance of any of the rights of Declarants under this Declaration unless those rights are specifically conveyed in the conveyance document.

(j) "**Dispersal Field**" means that area that is dedicated, used, constructed, or permitted for the purpose of receiving and safely dispersing effluent from the treatment tank(s), including such additional area as is necessary to assure the dispersal field operates in compliance with, and does not cause a nuisance as defined in, Texas Administrative Code, Title 30, Chapter 285.

(k) "**Director**" means a member of the Board of Directors of the Association.

(l) "**Drainage Easement**" means the area surrounding a Drainage Structure, as designated on the Plat.

(m) "**Drainage Structure**" means a structure, man-made or otherwise, that controls, conveys, directs and/or manages stormwater flow.

(n) "**Effective Date**" means the date on which this Declaration is to be effective as provided in the first paragraph of this Declaration.

(o) "**Good Standing**" means any Member who is current on all fees, dues and assessments and not otherwise in violation of any of the terms or provisions of this Declaration.

(p) "**Governmental Authority**" means any municipality or other governmental body, agency or authority with jurisdiction over the Development.

(q) "**Homebuilder**" means a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

(r) "**Impervious Cover**" means streets, driveways, parking areas, buildings, rooftop landscapes and other impermeable construction covering the natural land surface, thereby preventing the infiltration of water into the soil. Note: For uncovered

wood decks located over a pervious surface with draining spaces between the deck boards, fifty percent (50%) of the surface area of the wood deck is counted towards a Lot's maximum allowable Impervious Cover limitation.

(s) "**LCRA**" means the Lower Colorado River Authority or its successor.

(t) "**Livable Area**" means the interior area of a dwelling unit designed for human occupancy and includes rooms for living, sleeping, cooking, study, toilet and bathing areas, laundry, household closets, hallway and similar circulation spaces; but excludes garages, utility/mechanical rooms, storage rooms, crawl space, cellars, attics or basements which are not designed for human occupancy.

(u) "**Lot**" means any defined parcel of land designated on the Plat.

(v) "**Member**" means any member of the Association.

(w) "**Membership**" means the collective total of all Members of the Association.

(x) "**NPCA**" means National Precast Concrete Association or its successor.

(y) "**Occupant**" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether that person is a family member, tenant, guest or the Owner of the Residence.

(z) "**Officer**" means any office-holder within the Association.

(aa) "**On-Site Septic Facility**" or "**OSSF**" means an underground tank and Dispersal Field that cleanses, purifies and disperses household wastewater completely within the confines of an individual Lot or a multiple Lot site that may only be conveyed as a single property pursuant to Section 6.10 herein.

(bb) "**Owner**" means the record owner (including Declarants), whether one (1) or more persons or entities, of fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if the loan were paid in full shall be considered the Owner.

(cc) "**Plat**" means a subdivision plat of McCormick Mountain Subdivision, Travis County, Texas, obtained in accordance with Chapter 82 of the Travis County Code and recorded in the Plat Records of Travis County, Texas, as it may be amended from time to time.



(dd) "**Property**" includes the land described in Recital B above, together with any additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of this Declaration.

(ee) "**Residence**" shall mean a Structure situated upon a Lot intended for independent use and occupancy as a residence for a single family. A Structure situated on a Lot shall not become a "Residence" until a certificate of occupancy has been issued by the appropriate Governmental Authority as a prerequisite to the occupancy of the residence.

(ff) "**Restrictions**" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

(gg) "**Structure**" means:

(i) Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, Swimming Pool, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters or any other temporary or permanent improvement to such Lot;

(ii) Any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(iii) Any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this definition applies to such change.

(hh) "**Swimming Pool**" means a Structure, often a concrete-lined excavation, that is filled with water and used for swimming. Note: Though constructed of impervious cover, that portion of a Swimming Pool which is covered by water shall not be included in the calculation of Impervious Cover for a Lot. However, all Swimming Pool appurtenances constructed of Impervious cover (i.e., surrounding concrete slabs, patios, sun decks, etc.) shall be included in the calculation of Impervious Cover for a Lot.

(ii) "**TCTNR**" means the Travis County Transportation and Natural Resources department.

(jj) "**Telemetry**" means a technology that allows the remote measurement and reporting of information of interest for a system to the system designer or operator.

(kk) "30TAC285" means Texas Administrative Code, Title 30, Chapter 285, as amended.

(ll) "Water Quality Buffer Zone" or "WQBZ" means the vegetated area free of Impervious Cover located adjacent to a creek, river or natural drainageway, as shown on the Plat.

## ARTICLE II: COMMON PROPERTY

### 2.01 Conveyance of Common Property.

(a) Declarants may from time to time transfer or convey to the Association, to the extent set forth in this Declaration and at no expense to the Association with the exception of taxes, maintenance expenses and utility expenses, any real or personal property and any improved or unimproved property, leasehold, easements or other property interests which are or may be subjected to the terms of this Declaration for the common use and enjoyment of the Owners (collectively, the "Common Property") and, to the extent set forth in this Declaration, the general public. The Association shall accept from Declarants all conveyances of Common Property.

(b) Declarants may convey Common Property to the Association for access, ingress and egress of both vehicular traffic and pedestrians, as well as for landscaping, drainage, recreational and/or security purposes. Declarants may, at Declarants' sole discretion, modify, alter, increase, reduce and otherwise change the Common Property (or the use to be made thereof) at any time prior to conveyance of the Common Property to the Association. Additionally, Declarants may convey to the Association other real and personal property as Declarants may determine to be necessary or proper for the completion of the Development.

(c) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in any portion of, the Property owned by Declarants and designated as Common Property on the Plat or designated for public use shall be reserved to Declarants until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority. Further, notwithstanding any legal presumption to the contrary, any conveyance made herein or subsequently by Declarants shall exclude and save and except therefrom any and all minerals located in, on or under the Common Property.

2.02 Right of Enjoyment. Subject to the terms of this Declaration, every Owner shall have a non-exclusive right of enjoyment and easement in same in common with Declarants and the other Owners to use the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer. No Owner shall do any act that interferes with the free use and enjoyment of the Common Property by Declarants or the other Owners. The Association may permit persons who are not Owners to use part or all of the Common Property subject to such limitations, and upon

such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.03(e) and 3.05 herein.

2.03 Rights of the Association. The rights and privileges relating to the Common Property conferred to Owners in this Declaration shall be subject to the right and (where applicable) the obligation of the Association, acting through the Board, to:

(a) Promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

(b) Borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed of trust, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources; provided, however, that: (i) the Association shall not grant or convey to anyone any mortgage, deed of trust or other security interest on or in Common Property constituting real estate without approval by two-thirds (2/3) of the Members other than Declarants; and (ii) during the period when Declarants have the right to appoint members of the Board, such grant or conveyance shall also require the approval of Declarants;

(c) Grant easements or rights-of-way over Common Property to any entity including, but not limited, to any municipality or other governmental body, agency or authority, any quasi-public agency or any utility company or cable television provider;

(d) Dedicate or transfer all or any part of the Common Property or interests therein to any Governmental Authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such Governmental Authority shall agree to maintain the Common Property in the condition that the Common Property was conveyed to the Governmental Authority, or in the condition specified by the Declarants, Board and/or Association. The provision shall further state that if the Declarants, Board and/or Association determines, in its sole and absolute discretion, that such Governmental Authority has not maintained the Common Property as required, then the Common Property shall be reconveyed back to the Declarant, Board and/or Association;

(e) Suspend, pursuant to Section 3.05 herein, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02 herein;

(f) Sell, lease or otherwise convey all or any part of its properties and interests therein; provided, however, that any sale, lease, or other conveyance of any of the Common Property that is not addressed by (d) above shall require the approval of the Declarant and/or two-thirds (2/3) of the Members in Good Standing who are

present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws;

(g) Enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(h) Maintain any and all landscaping treatments installed in the Common Property, to the extent that such landscaping is not otherwise maintained by the appropriate Governmental Authority having jurisdiction over the Property;

(i) Maintain any and all drainage facilities and/or personal Common Property located within a public right-of-way pursuant to a license agreement with the appropriate Governmental Authority; and

(j) Notwithstanding the rights and privileges relating to the Common Property conferred to the Owners in this Declaration, the Association, acting through the Board and/or any Governmental Authority may restrict or otherwise limit access to the Common Property by any third party that owns or possesses the right to develop minerals located in and under the Common Property.

2.04 Types of Common Property. At the time of the conveyance of any real or personal property or grant of easement or license by Declarant to the Association to be used as Common Property, Declarant shall specifically designate in the deed of conveyance, bill of sale, easement or license that the property or easement is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which the property or easement or any portion thereof may be used, and in that event, the property or easement or portion thereof shall not, without a two-thirds (2/3) vote of the Members in Good Standing who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws, be used for any different purpose or purposes without the prior written consent of Declarant.

2.05 Delegation of Use. Any Owner may delegate to any Occupant of a Residence owned by the Owner, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Property.

2.06 Maintenance and Other Common Expenses. The Association shall maintain and keep in good repair the Common Property, including, but not limited to, all landscaping, drainage facilities, security improvements and other improvements is Common Property or is situated on Common Property. In addition to the maintenance of the Common Property, the Association shall have the obligation to maintain, repair, and replace, subject to any insurance then in effect, all private drives (as identified by the Plat or otherwise) which are not reserved for the exclusive use of each individual Owner, including, without limitation, all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, streetlights, benches, trash receptacles, sprinkler systems, informational

and directional street signage installed by Declarant, security and/or limited access gates, and any other landscaping or improvements located along or within the private drives, and any other property Declarant designates as a maintenance obligation of the Association by an amendment to this Declaration. **In addition, the Association shall maintain, repair, and replace, to the extent permitted by or required by agreement with the appropriate Governmental Authority, subject to any insurance then in effect, all grass, trees, shrubbery or other plantings, sidewalks, fences, walls, drainage facilities, street lights, benches, trash receptacles, sprinkler systems, informational and directional signage, security and/or limited access gates, traffic signals and any other landscaping or improvements located along or in dedicated rights-of-way and which were installed by Declarant. The foregoing maintenance shall be performed in a manner consistent with the Design Standards (as defined in Section 5.05 herein) and the terms of any agreements with the appropriate Governmental Authority.** The Association shall bear the responsibility for all utility charges incurred because of streetlights, security gates, sprinkler systems or other equipment that are installed on or about the Common Property, and shall pay all insurance premiums attributable to or connected with any portion of the Common Property. Further, the Association shall pay all real property and personal property taxes on Common Property. The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Development, and to enter into easements, covenants and shared cost agreements regarding that property where the Board has determined that this would benefit the Owners.

### **ARTICLE III: HOMEOWNERS ASSOCIATION**

3.01 Purposes, Powers and Duties of the Association. The Association has been formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the Owners. The Association shall have no power or duty to do or perform any act other than those acts which promote, in some way, the common good and general welfare of the Owners. To the extent, and only to the extent, necessary to carry out those purposes, the Association: (a) shall have all of the powers of a Texas non-profit corporation organized under the Texas Non-Profit Corporation Law; and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association, as set forth in this Declaration.

3.02 Membership in the Association. Every Owner shall automatically be a Member of the Association, and that membership shall terminate only as provided in this Declaration. Membership is appurtenant to and may not be separated from ownership of any Lot. For purposes of voting, there shall be two (2) classes of Members, as set forth in Section 3.03 herein.

3.03 Voting Rights.

(a) Each Owner of a Lot, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) vote per Lot. Where an Owner is a group, family, or entity other than an individual person, the group, family or entity shall designate one (1) representative on a proxy instrument duly executed by or on behalf of that group, family, or entity and delivered to the Secretary of the Association to vote on behalf of the group, family or entity. Said representative must be in Good Standing before he/she is allowed to vote. In no event shall more than one (1) vote be cast with respect to any Lot.

(b) Declarant shall be the sole Class B Member and shall be entitled to four (4) votes for each Lot owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1) vote. The Class B Membership shall cease and be converted to Class A Membership when Declarant no longer retains the right to appoint and remove Members and Officers pursuant to Section 3.09 herein.

3.04 Board of Directors. A Board of Directors shall manage the affairs of the Association. The number of Directors and the method of election of Directors shall be as set forth in the Bylaws.

3.05 Suspension of Membership Rights. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any Member or Occupant pursuant to Article VIII or any applicable law, including, but not limited to, the Texas Residential Property Owners Protection Act, V.T.C.A., Property Code § 209.001 *et seq.*, and any amendment thereof ("**TRPOPA**"), who:

(a) Shall be subject to enforcement, as defined in Article VIII, by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards (as defined in Section 5.05 herein) of the Architectural Control Committee (as defined in Section 5.01 herein);

(b) Shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV of this Declaration; or

(c) Shall be in violation of any rules or regulations of the Association relating to the use, operation and maintenance of Common Property.

The suspension shall be for the balance of the period in which the Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in Section 3.05(c) herein, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of that violation. No suspension shall prevent an Owner's ingress to or egress from the Owner's Lot.

3.06 Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

3.07 Voting Procedures. The procedures for the election of Directors and the resolution of other issues as may be brought before the Members shall be governed by this Declaration, the Texas Non-Profit Corporation Law, as amended, the Certificate of Formation of the Association, and the Bylaws, as each shall from time to time be in force and effect.

3.08 Variance. The Board, Association and/or Declarant shall have the right to grant variances from these Restrictions as it, in its sole and absolute judgment, deems appropriate provided that such variances do not have any material adverse affect on any Owner.

3.09 Control by Declarant.

(a) Notwithstanding anything to the contrary in this Declaration, the Certificate of Formation or the Bylaws, Declarant hereby retains the right to appoint and remove any Director and any Officer until fifteen (15) days after the first of the following events shall occur: (i) the expiration of thirty (30) years after the date of the recording of this Declaration; (ii) the date upon which all of the Lots intended by Declarant to be a part of the Development have been conveyed by Declarant to Owners other than a person or persons constituting Declarant, or (iii) the surrender by Declarant of the authority to appoint and remove Directors and Officers by an express amendment to this Declaration executed and recorded by Declarant. Declarant acknowledges, however, that the Owners may be entitled to elect certain Directors in accordance with the terms of the Bylaws, which shall not be removable by Declarant acting alone.

(b) Upon the expiration of the period of Declarant's right to appoint and remove Directors and Officers pursuant to the provisions of this Section, that right shall automatically pass to the Owners, including Declarant if Declarant then owns one (1) or more Lots, and a special meeting of the Association shall be called at that time. At this special meeting, the Owners shall elect a new Board, which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during that period, which Declarant has in its possession. Each Owner, by acceptance of a deed or other conveyance of a Lot, vests in Declarant the authority to appoint and remove Directors and Officers, as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it in this Declaration or reasonably necessary to effectuate any of those rights or privileges.

## ARTICLE IV: ASSESSMENTS

4.01 Covenant for Assessments and Creation of Lien and Personal Obligation. Each Owner of a Lot, jointly and severally, for the Owner and the Owner's heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained in this Declaration shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) That the Board, Association and/or Declarant is hereby given the authority to levy any assessments and dues for whatever purpose;

(b) To timely pay any and all of the assessments and dues that may or shall be levied by the Board, the Association and/or Declarant pursuant to this Declaration against all Lots;

(c) That there is hereby created a continuing charge and lien upon all Lots owned by Owner against which all assessments are made to secure payment of those assessments and interest thereon as provided in Section 4.11 herein and costs of collection including reasonable attorneys' fees (the "**Assessment Lien**");

(d) That the Assessment Lien on the Lot binds the Lot, the Owner against whom the assessment is charged, and such Owner's heirs, devisees, legal representatives, successors and assigns. That the Assessment Lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon those Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed of trust or other instrument, except: (i) liens for taxes or other public charges as are by applicable law made superior; and (ii) all deeds of trust or mortgages to secure debt given to secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon), or (B) to finance the construction, repair or alteration of Structures located on a Lot or Lots. A person or entity acquiring a lien or encumbrance on a Lot after this Declaration is recorded shall acknowledge, by the act of filing an instrument creating that lien, that the lien or encumbrance is inferior to the continuing Assessment Lien, whether or not that acknowledgment is specifically stated in the instrument creating the lien or encumbrance, except as provided by subsections (i) and (ii) above;

(e) That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot from liability for any assessments or any thereafter assessed Assessment Liens;

(f) That all assessments (together with interest thereon as provided in Section 4.11 herein and costs of collection including, but not limited to, reasonable attorneys' fees) levied against any Lot shall be a continuing charge and lien against that Lot as provided in Section 4.01(c) herein and a continuing personal obligation of the individual against whom the assessment was charged; and



(g) Failure to pay any assessment when due shall constitute a default of the Owner's obligations under this Declaration, and shall entitle the Association to exercise the remedies provided under the terms of this Declaration.

4.02 Purpose of Assessment. The assessments levied by the Board, Association or Declarant shall be used exclusively for the purpose of providing for the common good and general welfare of the Owners, including, but not limited to, the acquisition, construction, improvement, maintenance, insuring, and equipping of Common Property, maintenance of private driveways, on-site/off-site drainage facilities or other improvements or landscaping which are designated by the Board, Association or Declarant to be maintenance obligations of the Board, Association or Declarant, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the Architectural Control Committee, the payment of operating costs and expenses of the Association, including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association. The Board, Association or Declarant shall, in addition, establish and maintain adequate reserve funds for any unanticipated maintenance or operating costs or expenses. The fund shall be established and maintained out of the assessments levied.

4.03 Accumulation of Funds Permitted. The Association, Board or Declarant shall not be obligated to spend in any calendar year all the sums collected in that year by way of Annual Assessments (as defined herein) or otherwise, and may carry forward, as surplus, any balances remaining. The Association, Board or Declarant shall not be obligated to apply any surplus to the reduction of the amount of the assessments in any succeeding year, but may carry forward from year to year any surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Annual Assessment.

(a) Beginning upon Closing and continuing thereafter until January 1<sup>st</sup> of the year immediately following the Closing, each Lot shall be subject to an annual assessment of twelve hundred dollars (\$1,200.00) (the "**Annual Assessment**"); provided, however, in the event that the Closing date falls on a day other than January 1<sup>st</sup>, the Annual Assessment for that year shall be prorated so that each Owner pays an Annual Assessment proportional to the number of days remaining in the calendar year. The words "**Assessment Year**" as used in this Declaration shall mean the calendar year, with the first Assessment Year commencing on January 1<sup>st</sup> of the year immediately following the Closing. For so long as Declarant has the right to appoint and remove Directors and Officers, the Annual Assessments shall not be reduced without the express written consent of Declarant.

(b) Commencing with the first Assessment Year and continuing thereafter, the Annual Assessment may be increased at any time and from time to time during each Assessment Year by Board or Declarant; provided, however, the increase shall not be more than twenty-five percent (25%) above the Annual Assessment for the previous Assessment Year without a vote of at least two-thirds (2/3) of the Members in Good Standing who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws.

(c) Commencing with the first Assessment Year and continuing thereafter, the Annual Assessment for each Assessment Year may at any time and from time to time be increased more than twenty-five percent (25%) above the maximum Annual Assessment for the previous Assessment Year if that increase is approved by a two-thirds (2/3) vote of the Members in Good Standing who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws.

4.05 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board may levy, in any Assessment Year and with any frequency as the Board shall deem necessary, Special Assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any construction, reconstruction, repair or replacement of a capital improvement that constitutes Common Property or is located on Common Property or other areas designated by Declarant to be a maintenance obligation of the Association (the "**Special Assessment**"). The Board may levy the Special Assessments in any Assessment Year without the approval of the Members, so long as the Special Assessments in an Assessment Year do not in the aggregate exceed an amount equal to the Annual Assessment then in effect. Special Assessments exceeding that amount shall require the approval of two-thirds (2/3) of those Members in Good Standing who are present in person or by proxy at a meeting of Members duly held in accordance with the provisions of the Bylaws.

4.06 Specific Assessments. The Board shall have the power to levy any specific assessments against any Owner pursuant to this Section as, in its discretion, it shall deem appropriate (the "**Specific Assessment**"). Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association, Board or Declarant and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may levy Specific Assessments against Owners for the following expenses, with the exception of any expenses incurred as a result of any maintenance or repair, if such expenses are the maintenance responsibility of the Association as provided in this Declaration:

(a) Any expenses incurred by the Board or Association for a benefit that does not benefit all of the Lots, but which does benefit certain Lots (the "**Benefited Lots**"). This Specific Assessment shall be divided equally among the Benefited Lots; and

(b) Reasonable fines as may be imposed in accordance with the terms of this Declaration, the Bylaws and/or the Design Standards of the Architectural Control Committee.

4.07 Working Capital Assessment. Upon Commencement, an Owner shall pay to the Association a working capital assessment (the "**Working Capital Assessment**") of three hundred dollars (\$300.00), which shall be in addition to, not in lieu of, the Annual Assessment. This assessment shall be non-interest bearing and will be used by the Association in the execution of its duties and operations. The assessment shall be transferable upon the sale of a Lot from one Owner to the next. The Association may increase, decrease or return this Assessment as determined by the Board from time to time and in accordance with the applicable terms within this Article.

4.08 Assessment Procedure.

(a) The Board shall establish the Annual Assessment for each Assessment Year at an amount not in excess of the maximum Annual Assessment as determined by the provisions of this Article, and shall also establish the date during the Assessment Year on which the Annual Assessment shall be due and payable (the "**Due Date**"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property or other maintenance obligation of the Association; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all future repair and replacement of the Common Property, it being intended that a portion of those costs will be covered by Special Assessments. The Board shall cause the Association to send to each Owner, at least thirty (30) days in advance of the Due Date, written notice setting forth the amount of the Annual Assessment and the Due Date. The Annual Assessment shall become due on the thirtieth (30<sup>th</sup>) day following the date the written notice is sent or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the Annual Assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any Special Assessments, Specific Assessments, and Working Capital Assessment, which may be levied in accordance with the provisions of this Article.

(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members at which the Board shall propose taking action pursuant to Sections 4.04(c) and 4.05 herein. The written notice shall specify under which Section or Sections the Board will propose action. At that meeting, the presence of Members in Good Standing

or of proxies from Members in Good Standing entitled to cast fifty percent (50%) of the total votes outstanding shall constitute a quorum. If the required quorum is not present at that meeting, the Board, subject to the same notice requirement, may call a second meeting, and the required quorum at the second meeting shall be thirty percent (30%) of the total votes outstanding. No second meeting shall be held more than sixty days (60) following the first meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the Members.

4.09 Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots, except as specified in Section 4.10 below.

4.10 Contribution by Declarant. For so long as Declarant has the authority to appoint and remove Directors and Officers, Declarant shall not be liable for the payment of any assessments; provided, however, during that period Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for the reserve allowance), and the sum of all assessments collected by the Board, Association or Declarant in any Assessment Year. Any funds advanced to the Association by Declarant shall be evidenced by promissory notes from the Association to Declarant. Said promissory notes shall be established at terms acceptable to Declarant and shall bear interest at the rate quoted in the Wall Street Journal "Money Rate Section" from the date the promissory note is issued until the total sum reflected in the note is paid.

4.11 Effect of Non-payment of Assessments. The Board, Association or Declarant shall have the right to suspend any Member's voting rights and right to enjoyment of the Common Property, subject to the provisions of this Declaration, for nonpayment of any assessment levied. Furthermore, any assessment which is not paid on or before the Due Date shall bear interest after the Due Date at the lower of: (i) the highest legal rate of interest which can be charged; (ii) the rate of eighteen percent (18%) per annum; or (iii) at such rate as the Board may from time to time establish; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Texas. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. If an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, the unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of that Owner, as well as a lien on that Owner's Lot, enforceable in accordance with the provisions of this Declaration.

4.12 Certificate of Payment. Upon written demand by an Owner, the Association shall, within a reasonable period of time, issue and furnish to the Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by that Owner as of the date of the

certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of the certificate. Any certificate, when duly issued as provided in this Declaration, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.13 Approval by Declarant. No assessment shall be made without the approval of Declarant for so long as Declarant has the right to appoint Directors and Officers.

## **ARTICLE V: ARCHITECTURAL CONTROL**

### 5.01 Architectural Control Committee – Creation and Composition.

(a) An Architectural Control Committee (the "**ACC**") shall be established consisting of not less than three (3) and not more than five (5) individuals; provided, however, that the ACC shall always have an uneven number of members. The Board, Association or Declarant in its sole and absolute discretion may choose those individuals who will be appointed members of the ACC, and it shall not be a requirement that the members of the ACC be an Owner, Occupant or Member. If an Owner, Occupant or Member is selected to be a member of the ACC, however, said Owner, Occupant or Member shall be in Good Standing. In the case that the Board, the Association or the Declarant cannot reach agreement as to those individuals who will be appointed members of the ACC, then the Declarant shall choose the members of the ACC, in the Declarant's sole and absolute discretion. At the time that Declarant's right to appoint and remove any Director or Officer expires, pursuant to Section 3.09 herein, members of the ACC shall be appointed by the Association. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right, but not the obligation, to appoint all members of the ACC until the plans for all of the Residences for all of the Lots in the Development have been approved by the ACC. Thereafter, the Board shall appoint the members of the ACC. All costs of operating the ACC shall be borne by the Association.

(b) Each initial member of the ACC shall be appointed for a term expiring on the next-succeeding December 31<sup>st</sup>. Thereafter, each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, then the remaining members of the ACC shall continue to act and the vacancy shall, subject to the provisions of Section 5.01(a) herein, be filled by Declarant (or the Board, if at the time the Board has the right to appoint members of the ACC) at the earliest possible time. Any ACC member may resign at any time by giving written notice of resignation to the Chairman of the ACC and that resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time, with or without cause, by Declarant (or the Board, if at the time the Board has the right to appoint members of the ACC).

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to ensure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval: (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the Development, this Declaration and the Design Standards; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out that purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of that purpose, including, without limitation, the power and duty to approve or disapprove plans and specifications for the installation, construction or alteration of any Structure on any Lot.

5.03 Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number any other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for travel expenses and other reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

5.04 Operations of the ACC.

(a) Meetings. The ACC shall hold meetings on an as-needed basis or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then holding office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his or her residence or at his or her usual place of business at least ten (10) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of the meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, an objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided in this Declaration, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may

be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make those records and minutes available at reasonable places and times for inspection by Members and by the Association's Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action to be taken, is signed by all of the members of the ACC and filed with the minutes of the proceedings of the ACC. That consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 5.05 herein and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with those Design Standards of plans and specifications submitted for approval to the ACC pursuant to the provisions of this Declaration and the Design Standards. The ACC may consult any outside agent, including, but not limited to, any architect or interior designer, to aid in the drafting, promulgation, adoption, implementation, or enforcement of the Design Standards. The ACC shall, as required, issue permits, authorizations or approvals, which may include specific requirements or conditions, pursuant to the provisions of this Declaration and the Design Standards.

(ii) Any two (2) or more members of the ACC (the "**Design Committee**") may be authorized by resolution by the ACC to exercise the full authority of the ACC with respect to any and all matters over which the ACC has authority (the "**ACC Resolution**"). At no time, however, shall the Design Committee be delegated sole authority over the adoption or promulgation of the Design Standards. The unanimous action or decision of the Design Committee with respect to the matters specified in the ACC Resolution shall be final and binding upon the ACC, and upon any applicant requesting an action or decision from the Design Committee. The action or decision by the Design Committee shall be subject to review and modification by the ACC on its own motion, or subject to appeal by the applicant to the ACC, as provided below in paragraph (iii).

(iii) Written notice of the Design Committee's decision shall be given to the applicant within five (5) working days of the Design Committee's final action or decision. Within ten (10) days after receipt of said notice of the Design Committee's action or decision, the applicant may file a written request to have the matter reviewed by the ACC (a "**Request for Review**"). Any applicant or Member filing an appeal shall be entitled to a hearing before the ACC at least seven (7) days after written notice has been sent to all interested parties. The ACC shall respond to the Request for Review no later than thirty (30) days after

the filing of the request by the applicant. The decision of a majority of the ACC with respect to that matter shall be final and binding.

5.05 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "**Design Standards**") for the purposes of:

(i) Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) Governing the procedure for submission of plans and specifications;

(iii) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) Assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members and to all applicants seeking or that will seek the ACC's approval.

5.06 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of the applicant's race, ethnic or cultural background, familiar status, handicap, sex, religion, age, national origin, sexual orientation, or previous membership in a lawful association. The ACC, in the exercise of its powers granted pursuant to this Declaration, shall not take any action the intent or effect of which is to discriminate against persons of a particular race, ethnic or cultural background, familiar status, handicap, sex, religion, age, national origin, sexual orientation, or previous membership in a lawful association.

5.07 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for systems, mechanical, plumbing, electrical, engineering, or structural design or quality of materials. By approving the plans and specifications neither the ACC, nor any member thereof, nor the Association, Board or Declarant assumes liability or responsibility therefor, nor for any liability or responsibility for any defect in any Structure constructed from those plans and specifications. APPROVAL OF PLANS AND SPECIFICATIONS BY THE ACC, BOARD OR DECLARANT, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SERVANTS AND/OR AGENTS OF THESE ENTITIES, DOES NOT CONSTITUTE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH ANY GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND



CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF ANY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND/OR THE LOT OWNER TO WHICH THOSE PLANS AND SPECIFICATIONS APPLY TO DETERMINE THAT THE PLANS AND SPECIFICATIONS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES. NEITHER DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SERVANTS AND AGENTS OF THESE ENTITIES SHALL BE LIABLE TO ANY OWNER FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, INVESTIGATIVE AND DISCOVERY COSTS, COURTS COSTS AND OTHER SUMS OR DAMAGES RESULTING FROM THE POSSESSION OR USE OF ANY PLANS AND/OR SPECIFICATIONS SUBMITTED, INCLUDING BUT NOT LIMITED TO THOSE LOSSES OR DAMAGES RESULTING FROM A MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF, OR IN CONNECTION WITH, THE APPROVAL OR DISAPPROVAL OF, OR THE FAILURE TO APPROVE OR DISAPPROVE, ANY PLANS OR SPECIFICATIONS. Any person who submits plans or specifications and any Owner (the "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the Declarant, the Association, the ACC, and the Board, including their officers, directors, members, employees, servants and/or agents (the "**Indemnified Party**"), from any and all loss, damage, liability, cost or expenses, including but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and other sums which such Indemnified Party may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded thereon, arising, or alleged to have arisen out of the use of such plans or specifications whether such claim or claims, action or actions be for damages, injury to person or property, including the property of the Indemnifying Party, or death of any person, made by any person, group or organization whether employed by either said parties hereto or otherwise. Each Indemnifying Party hereto agrees to execute a release and will not bring any action or suit against any Indemnified Party to recover any damages, and hereby releases, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance associated with this section, and further hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

## **ARTICLE VI: GENERAL COVENANTS AND RESTRICTIONS**

6.01 Application. The covenants and restrictions contained in this Article shall pertain and apply to all Lots and to all Residences and other Structures erected or placed thereon.

6.02 Rainwater Harvesting. Each Lot within the Property shall conform to the LCRA Highland Lakes Watershed Ordinance (effective as of July 1<sup>st</sup>, 2007) for rainwater harvesting, attached hereto as **Exhibit "D"**. In addition to conforming to the Highland Lakes Watershed Ordinance, the following specifications are required for each Lot:

(a) A rainwater harvesting system as per Section 4.3.2 of the LCRA Highland Lakes Watershed Ordinance is required for each Lot. Each Lot shall contain a cistern, with a minimum size of 5,000 gallons, connected to the gutter and downspout system of each Residence or an alternative design of equal capacity that is reviewed and approved by the LCRA Water Quality Protection Department pursuant to Section 6.02(c) below.

(b) Maintenance requirements are as follows:

(i) Detailed inspections of the system shall be performed by an engineer or other stormwater treatment professional a minimum of two (2) times annually, at least once immediately following wet weather;

(ii) The operation of the system shall be inspected and tested six (6) times annually, at least twice immediately following wet weather. The two (2) inspections performed by an engineer or other stormwater treatment professional pursuant to Section 6.02(b)(i) may be counted towards the annual requirement of six (6) inspections;

(iii) All leaks, broken spray heads or other malfunctions shall be repaired immediately upon discovery;

(iv) Sediment shall be removed from the sump pump chamber(s) when the sediment reaches three (3) inches or impacts pump performance; and

(c) Review submittal requirements are as follows:

(i) The rainwater harvesting system design for each Lot shall be submitted to the LCRA Water Quality Protection Department for approval of the water quality system;

(ii) Written notification to LCRA is required for each system and the following conditions apply:

(A) Each Owner shall complete and submit a written notification of No Permit Required per Appendix 1.4 of the LCRA Highland Lakes Watershed Ordinance;

(B) A maintenance plan per Chapter 5 of the Highland Lakes Watershed Ordinance shall be included in this submittal; and

(C) The party responsible for BMP maintenance (Owner or third-party maintenance company) shall use the checklists found in Appendix 1.7.2 and 1.7.3 of the LCRA Highland Lakes Watershed Ordinance to guide maintenance activities and inspections.

6.03 Designation of Use. All Lots as designated on the Plat shall be used for single-family residential purposes with not more than one (1) Residence on any Lot. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any of said Lots, nor shall anything be done thereon which may create or become an annoyance or a nuisance to the neighborhood.

6.04 Right of First Refusal. For so long as Declarant has the authority to appoint and remove Directors and Officers, Declarant shall have a right of first refusal to match any bona fida offer to purchase made with regard to any Lot, improved or unimproved, that is placed for sale by an Owner other than the Declarant. In the event Declarant fails to exercise this option within thirty (30) days following presentment by an Owner of said bona fida offer to purchase, the option herein granted shall terminate as to that particular transaction.

6.05 Construction of Residence. Upon Commencement, each Owner shall have five (5) years within which it shall complete construction of one (1) Residence on its Lot. Should an Owner of an undeveloped Lot, other than the Declarant, elect to sell the Lot in an arms-length transaction prior to the lapse of five (5) years from the date of Commencement, the subsequent Owner of the Lot shall have one (1) year in addition to the five (5) year term within which to construct one (1) Residence on the Lot.

Failure by an Owner to meet this Restriction shall result in the imposition of an Act of Enforcement by the Declarant or Board, pursuant to Section 8.02 herein, in the form of a graduating fine based on the then-current appraised value of the Lot (and any Structures located thereon), as determined by the Travis Central Appraisal District, in the amount of one percent (1%) of the appraised value for the sixth (6<sup>th</sup>) year after Commencement, two percent (2%) of the appraised value for the seventh (7<sup>th</sup>) year after Commencement, and so on, until the Owner of the Lot complies with this Restriction.

6.06 Temporary Structures and Garage Apartments. No tent, camper, shack, mobile home, house trailer, garage apartment or other outbuilding shall be placed, erected or permitted to remain on any Lot, without prior approval of the ACC as set out in the Design Standards, nor shall any Structure of any temporary character be used at any time as a Residence thereon.

6.07 Size and Construction of Residences, Garages, and Guest Houses. All Residences and other habitable Structures shall be of a recognized standard of construction, of the minimum aggregate Livable Area size per Lot set out in the Design Standards, of the maximum aggregate Livable Area size per Lot set out in Section 6.17 below, and be constructed of exterior materials and in an exterior appearance as set out in the Design Guidelines.

6.08 Automatic Sprinkler System Requirement. All Residences located seventy-five feet (75') or more from the public or private right-of-way providing emergency service access to the Lot on which the Residence is located shall be equipped with an automated sprinkler system approved by Travis County Emergency Services District No. 6.

6.09 Building Setbacks. The minimum front, side and back building setback lines for each Lot shall be those setbacks provided in Section 2.04 of the Design Standards.

6.10 Resubdivision/Combination of Lots. No Lot may be split, divided, subdivided, combined or reduced in size, for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for the split, division, subdivision, combination, or size reduction.

**NOTE: An Owner of two (2) or more contiguous Lots that obtains approval from the ACC for and does configure and construct Structures on the multiple-Lot site in a manner that meets all applicable Restrictions and exceeds the maximum allowable Impervious Cover and Livable Area limitations imposed on any individual Lot within the multiple-Lot site, pursuant to Sections 6.17 and 6.18 herein, shall thereafter treat the multiple-Lot site as a single property and may only convey the multiple-Lot site as a single property. Conversely, an Owner of two (2) or more contiguous Lots that obtains approval from the ACC for and does configure and construct Structures on the multiple-Lot site in a manner that meets all applicable Restrictions, locates at least one (1) Residence on each individual Lot within the multiple-Lot site and complies with the maximum allowable Impervious Cover and Livable Area limitations imposed on each Lot within the multiple-Lot site, pursuant to Section 6.17 and 6.18 herein, may thereafter cease treating the multiple-Lot site as a single property and may convey each Lot individually. Notwithstanding the foregoing, assessments levied pursuant to Article IV herein shall be assessed against each Lot individually, regardless of whether a Lot has been aggregated with additional Lots to form a single, multiple-Lot site.**

6.11 Animals. No animals, livestock, or poultry shall be raised, bred or kept on any Lot, except that cats, dogs or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to make an unreasonable amount of noise or be a nuisance.

6.12 Cleanliness. Each Owner shall keep all shrubs, trees and grass on the Lot clean and attractive. No trash, ashes or any other refuse may be thrown or dumped on any Lot or drainage area, and no inoperable automobiles, trailers, boats, tractors, appliances, discarded furniture, or similar types of articles shall be stored or kept on any Lot unless such articles are enclosed and shielded from the public view by an adequate fence.

6.13 Exterior Lighting. No exterior light shall be placed on any Lot such that it will shine directly onto or toward any other Lot. Additional exterior lighting requirements are set out in Section 2.13 of the Design Standards.

6.14 Drainage Structures. All Drainage Structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

6.15 Water Quality Buffer Zone ("WQBZ"). In accordance with Section 5(c) of the LCRA's Highland Lakes Watershed Ordinance, WQBZs, as designated on the Plat, shall remain free of construction, development or other alteration, except for utilities and driveway crossings (which are to be minimized) approved by the LCRA. Dispersal Fields shall not, under any circumstances, be located within the boundaries of a WQBZ. All portions of the Development within a WQBZ are to remain in its native state. Compliance with this Restriction as it relates to a particular Lot is the obligation of the Owner of such Lot.

6.16 OSSF Requirements for Lots 43-70. As of the Effective Date of this Declaration, Lots 1 through 42 and 71 are located within the LCRA's OSSF regulation jurisdiction; Lots 45 through 68 are located within the TCTNR's OSSF regulation jurisdiction; and Lots 43, 44, 69 and 70 are subject to both the LCRA's OSSF regulations and TCTNR's OSSF regulations. As of March 1, 1972, the date the first permit was issued for this project by the LCRA, there were no Travis County regulations establishing a minimum single-family residential lot size or minimum standards for OSSFs utilized on single-family residential lots. Therefore, for the benefit of all Owners, Declarant establishes the following Restrictions applicable to those Residences and accompanying OSSFs located on Lots situated within the TCTNR's OSSF regulation jurisdiction (i.e., Lots 43-70):. Requirements of Section 6.16 will apply only under a Travis County OSSF Permit.

(a) Each OSSF shall contain, as a first tank or chamber in the process, a tank with a minimum capacity of 1,000 gallons, regardless of the subsequent components or processes that follow this first tank or chamber. Effluent leaving this first tank or chamber shall pass through a filter with a minimum diameter of eight (8) inches, said filter being capable of filtering to a maximum particle size of one-eighth (1/8) of an inch;

(b) Tank(s) within each OSSF shall be tested for watertightness while setting in or on the ground, but not yet backfilled, in compliance with the NPCA Best Practices Manual, Onsite Wastewater Tanks guidelines;

(c) Each OSSF shall utilize timed dosing to the treatment process that equalizes all influent sewage flows to an average flow that is less than or equal to the design flow. Override floats that bypass the timer function are prohibited;

(d) Each OSSF shall utilize a "Smart Trench" field saturation monitor, or a like product, that shall be located in the lowest portion of the Dispersal Field and such monitor shall be connected to the controls and Telemetry of the OSSF;

(e) Site evaluations shall be performed on each Lot, pursuant to 30TAC285, with the following additional requirements:

(i) Soil shall be classified in compliance with ASTM D5921-96(2003)e1, Standard Practice for Subsurface Site Characterization of Test Pits for On-site Septic Systems. The result of that soil classification shall be the soil classification used and reported in the site evaluation;

(ii) Vertical separation to groundwater shall be determined to be the depth to the highest occurrence of any subsurface water, regardless of quality of that water, and regardless of the time of year that water may be present;

(iii) Vertical separation to a restrictive horizon shall be determined to be the depth to the first occurrence of layered or monolithic rock, or to any soil layer that creates a definitive decrease in vertical permeability;

(iv) The determination of the type of OSSF that may be permitted on any Lot shall be made by applying the results of 2.16(a)(v)(A)-(C) to the requirements in Table V and Table XIII within 30TAC285. No exceptions or variances are allowed to this process of determining the permitted type of OSSF that may be constructed on a Lot;

(f) The disinfection process, when required under 30TAC285, shall be a non-chemically based process and the resulting effluent shall contain no harmful or deleterious residuals. The disinfection process shall have a monitoring system that connects to the OSSF controls and Telemetry to report failure or impending failure of the disinfection components;

(g) Treatment. Secondary treatment, when required under 30TAC285, shall be performed by a media filter process. Such process shall time dose, with no override mechanisms, the influent to a filter media such as sand, gravel, textile, peat, or any other approved media type. The process may be single pass or recirculating, may be proprietary or non-standard, and must meet all requirements of 30TAC285.

(h) Telemetry. The On-Site Septic Facility on each Lot shall be equipped with a Telemetry system that meets or exceeds the following minimum requirements:

(i) System hardware shall operate with other Telco-provided services, such as voicemail, on the phone line, or the system shall be connected to a separate phone line that is permanently connected to the main point of connection of telephone service to the Residence, such as the interface box;

(ii) System hardware shall be available to the general public from multiple sources;

(iii) System software shall be designed to accommodate multiple brands and types of dialers;

(iv) System software shall be online and available for use or viewing via the internet by the TCTNR;

(v) System alarm shall show when an alarm is activated and when an alarm is not activated;

(vi) System alarm shall provide notification directly to the third-party system monitor;

(vii) System software shall automatically record and track all notifications;

(viii) System alarm notifications shall be available for automatic delivery to the TCTNR by mail; and

(ix) System shall be connected to a "Smart Trench" field saturation monitor or like product.

(i) Third-party Monitoring and Reporting. Each OSSF shall be monitored and reported by a third-party utilizing Telemetry and a minimum of one (1) site visit per year.

6.17 General Maximum Livable Area. Based on Declarant's initial analysis of each Lot within the Development, taking into account slopes, Impervious Cover limitations, OSSF requirements and applicable building setbacks, potential and current Owners of undeveloped Lots should anticipate that no more than one (1) Residence containing no more than six (6) bedrooms or 5,500 square feet of Livable Area may be constructed on a Lot within the Development. While the maximum amount of Livable Area for a particular Lot may be greater, it will generally be reduced through the OSSF permitting process, by the Governmental Authority with OSSF jurisdiction over said Lot, to that amount of Liveable Area that may be satisfactorily sustained by the OSSF that shall be designed and permitted for that Lot. **Determination of the actual amount of Livable Area that may be constructed on a particular Lot is the responsibility of the Owner of that Lot, not of Declarant, and Declarant makes no warranties in this regard.**

6.18 Lot-by-Lot Maximum Impervious Cover Limitation. The following Lot-specific Impervious Cover limitations, which contemplate one (1) Residence per Lot, applies to each Lot as follows: **[Note that the definition of "Impervious Cover," provided**

**in Section 1.01(r) above, includes driveways. Therefore, any portion of joint-use driveways located within a Lot are included in that Lot's Impervious Cover calculation.]**

(a) Lot 1. The maximum allowable Impervious Cover amount on this Lot is 5,405 square feet.

(b) Lot 2. The maximum allowable Impervious Cover amount on this Lot is 5,403 square feet.

(c) Lot 3. The maximum allowable Impervious Cover amount on this Lot is 5,028 square feet.

(d) Lot 4. The maximum allowable Impervious Cover amount on this Lot is 5,028 square feet.

(e) Lot 5. The maximum allowable Impervious Cover amount on this Lot is 5,654 square feet.

(f) Lot 6. The maximum allowable Impervious Cover amount on this Lot is 5,654 square feet.

(g) Lot 7. The maximum allowable Impervious Cover amount on this Lot is 5,215 square feet.

(h) Lot 8. The maximum allowable Impervious Cover amount on this Lot is 5,215 square feet.

(i) Lot 9. The maximum allowable Impervious Cover amount on this Lot is 5,300 square feet.

(j) Lot 10. The maximum allowable Impervious Cover amount on this Lot is 5,301 square feet.

(k) Lot 11. The maximum allowable Impervious Cover amount on this Lot is 5,481 square feet.

(l) Lot 12. The maximum allowable Impervious Cover amount on this Lot is 5,483 square feet.

(m) Lot 13. The maximum allowable Impervious Cover amount on this Lot is 5,204 square feet.

(n) Lot 14. The maximum allowable Impervious Cover amount on this Lot is 5,199 square feet.



(o) Lot 15. The maximum allowable Impervious Cover amount on this Lot is 5,300 square feet.

(p) Lot 16. The maximum allowable Impervious Cover amount on this Lot is 4,107 square feet.

(q) Lot 17. The maximum allowable Impervious Cover amount on this Lot is 5,559 square feet.

(r) Lot 18. The maximum allowable Impervious Cover amount on this Lot is 5,558 square feet.

(s) Lot 19. The maximum allowable Impervious Cover amount on this Lot is 5,633 square feet.

(t) Lot 20. The maximum allowable Impervious Cover amount on this Lot is 5,633 square feet.

(u) Lot 21. The maximum allowable Impervious Cover amount on this Lot is 5,449 square feet.

(v) Lot 22. The maximum allowable Impervious Cover amount on this Lot is 5,449 square feet.

(w) Lot 23. The maximum allowable Impervious Cover amount on this Lot is 4,997 square feet.

(x) Lot 24. The maximum allowable Impervious Cover amount on this Lot is 4,997 square feet.

(y) Lot 25. The maximum allowable Impervious Cover amount on this Lot is 3,396 square feet.

(z) Lot 26. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(aa) Lot 27. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(bb) Lot 28. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(cc) Lot 29. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(dd) Lot 30. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(ee) Lot 31. The maximum allowable Impervious Cover amount on this Lot is 3,771 square feet.

(ff) Lot 32. The maximum allowable Impervious Cover amount on this Lot is 3,645 square feet.

(gg) Lot 33. The maximum allowable Impervious Cover amount on this Lot is 3,624 square feet.

(hh) Lot 34. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(ii) Lot 35. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(jj) Lot 36. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(kk) Lot 37. The maximum allowable Impervious Cover amount on this Lot is 3,394 square feet.

(ll) Lot 38. The maximum allowable Impervious Cover amount on this Lot is 3,402 square feet.

(mm) Lot 39. The maximum allowable Impervious Cover amount on this Lot is 3,502 square feet.

(nn) Lot 40. The maximum allowable Impervious Cover amount on this Lot is 3,502 square feet.

(oo) Lot 41. The maximum allowable Impervious Cover amount on this Lot is 3,502 square feet.

(pp) Lot 42. The maximum allowable Impervious Cover amount on this Lot is 3,502 square feet.

(qq) Lot 43. The maximum allowable Impervious Cover amount on this Lot is 3,502 square feet.

(rr) Lot 44. The maximum allowable Impervious Cover amount on this Lot is 3,395 square feet.

(ss) Lot 45. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(tt) Lot 46. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(uu) Lot 47. The maximum allowable Impervious Cover amount on this Lot is 3,391 square feet.

(vv) Lot 48. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(ww) Lot 49. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(xx) Lot 50. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(yy) Lot 51. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(zz) Lot 52. The maximum allowable Impervious Cover amount on this Lot is 3,390 square feet.

(aaa) Lot 53. The maximum allowable Impervious Cover amount on this Lot is 4,716 square feet.

(bbb) Lot 54. The maximum allowable Impervious Cover amount on this Lot is 4,719 square feet.

(ccc) Lot 55. The maximum allowable Impervious Cover amount on this Lot is 4,290 square feet.

(ddd) Lot 56. The maximum allowable Impervious Cover amount on this Lot is 4,290 square feet.

(eee) Lot 57. The maximum allowable Impervious Cover amount on this Lot is 4,088 square feet.

(fff) Lot 58. The maximum allowable Impervious Cover amount on this Lot is 5,329 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 1,636 square feet of Impervious Cover. Therefore, 3,693 square feet of additional Impervious Cover may be constructed on this Lot.

(ggg) Lot 59. The maximum allowable Impervious Cover amount on this Lot is 6,183 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 2,530 square feet of Impervious Cover. Therefore, 3,653 square feet of additional Impervious Cover may be constructed on this Lot.

(hhh) Lot 60. The maximum allowable Impervious Cover amount on this Lot is 5,990 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 2,439 square feet of Impervious Cover. Therefore, 3,551 square feet of additional Impervious Cover may be constructed on this Lot.

(iii) Lot 61. The maximum allowable Impervious Cover amount on this Lot is 7,946 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 4,288 square feet of Impervious Cover. Therefore, 3,659 square feet of additional Impervious Cover may be constructed on this Lot.

(jjj) Lot 62. The maximum allowable Impervious Cover amount on this Lot is 6,982 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 3,332 square feet of Impervious Cover. Therefore, 3,650 square feet of additional Impervious Cover may be constructed on this Lot.

(kkk) Lot 63. The maximum allowable Impervious Cover amount on this Lot is 8,123 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 4,578 square feet of Impervious Cover. Therefore, 3,545 square feet of additional Impervious Cover may be constructed on this Lot.

(lll) Lot 64. The maximum allowable Impervious Cover amount on this Lot is 8,197 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 4,652 square feet of Impervious Cover. Therefore, 3,545 square feet of additional Impervious Cover may be constructed on this Lot.

(mmm) Lot 65. The maximum allowable Impervious Cover amount on this Lot is 6,356 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 2,706 square feet of Impervious Cover. Therefore, 3,650 square feet of additional Impervious Cover may be constructed on this Lot.

(nnn) Lot 66. The maximum allowable Impervious Cover amount on this Lot is 5,990 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 2,322 square feet of Impervious Cover. Therefore, 3,668 square feet of additional Impervious Cover may be constructed on this Lot.

(ooo) Lot 67. The maximum allowable Impervious Cover amount on this Lot is 5,631 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 1,981 square feet of Impervious Cover. Therefore, 3,650 square feet of additional Impervious Cover may be constructed on this Lot.

(ppp) Lot 68. The maximum allowable Impervious Cover amount on this Lot is 6,969 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 3,307 square feet of Impervious Cover. Therefore, 3,662 square feet of additional Impervious Cover may be constructed on this Lot.

(qqq) Lot 69. The maximum allowable Impervious Cover amount on this Lot is 8,458 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 4,805 square feet of Impervious Cover. Therefore, 3,653 square feet of additional Impervious Cover may be constructed on this Lot.

(rrr) Lot 70. The maximum allowable Impervious Cover amount on this Lot is 4,289 square feet. That portion of the joint-use driveway located on this Lot upon Commencement comprises 597 square feet of Impervious Cover. Therefore, 3,693 square feet of additional Impervious Cover may be constructed on this Lot.

(sss) Lot 71. The maximum allowable Impervious Cover amount on this Lot is 3,969 square feet.

6.19 Lower Colorado River Authority (LCRA) Transmission Services Corporation (TSC) maintains Electric Transmission Easement. As of the Effective Date of this Declaration, the LCRA maintains a 100-foot wide electric transmission easement and right-of-way across portions of Lots 1, 25, 43 through 54, and 72. In accordance with the LCRA's policy regarding development of land within electric transmission easements on the Effective Date of this Declaration, the following requirements shall apply to the above-referenced Lots a portion of which are located within the LCRA TSC electric transmission easement and right-of-way (the "**LCRA TSC Easement**"):

(a) Permanent Structures. Permanent structures shall not be constructed within the LCRA TSC Easement. Permanent structures include, but are not limited to, billboards, signs, light poles, Residences, recreational and playground equipment, Swimming Pools and decks. Notwithstanding the forgoing, residential privacy fences may be constructed within the LCRA TSC Easement so long as such fences provide access to electrical transmission structures along the entire length of the easement through gates with a width of not less than sixteen feet (16'). Further, the subject access gates shall include either an LCRA Transmission Services Corporation standard lock or an electric gate override key to ensure that all LCRA staff and designees have unimpeded access to and through the LCRA TSC Easement.

(b) Combustible Materials. Combustible materials shall not be stored within the LCRA TSC Easement. Combustible materials include, but are not limited to, wood, chemicals, petroleum products, vessels containing combustible materials and waste materials;

(c) Ponds, Channels & Septic Tanks. Drainage, irrigation, retention or detention ponds, septic tanks and drain fields shall not be constructed within the LCRA

TSC Easement. Properly constructed wastewater lines may cross the LCRA TSC Easement however any entity or individual that places such facilities within the LCRA TSC Easement does so at their own risk;

(d) Spoils & Storage for Cut/Fill Material. Spoils and storage for cut/fill materials shall not be stored within the LCRA TSC Easement;

(e) Cross-Slope Grading. Finish grades within the LCRA TSC Easement shall not introduce slopes exceeding five (5) degrees measured across the LCRA TSC Easement;

(f) Longitudinal Slope Grading. Finish grades within the LCRA TSC Easement shall not increase the slope relative to the existing grade measured along the LCRA TSC Easement;

(g) Walls & Earth-Retaining Structures. The construction of any walls or earth-retaining structures within the LCRA TSC Easement shall not adversely affect access to the LCRA TSC Easement;

(h) Excavations, Cuts & Trenching. Cut grades and trenching shall not be constructed within thirty (30) feet of a LCRA electric support structure within the LCRA TSC Easement;

(i) Plantings. Crops and grasses may be planted within the LCRA TSC Easement, so long as there is no adverse affect on access to LCRA electrical support structures located therein and the full and mature height of said plantings does not exceed ten (10) feet in height; and

(j) Roadways & Driveways. Roadways and driveways may be constructed within the LCRA TSC Easement for vehicular access across the LCRA TSC Easement, so long as there is no adverse affect on access to the LCRA TSC Easement or LCRA electrical support structures located therein.

## **ARTICLE VII: EASEMENTS, ZONING AND OTHER RESTRICTIONS**

### 7.01 Easements.

(a) Declarant hereby expressly reserves to Declarant, its successors and assigns, the right to create perpetual easements in, on, over and under any part of the Property for any purpose that Declarant deems necessary (the "**Easement Area**"), including, by way of example, and not limitation, the following:

(i) The erection, installation, construction and maintenance of cable wires, lines, pipes, conduits and poles and the necessary or proper attachments, equipment and/or infrastructure in connection with the transmission of

electricity, telephone, cable television, communication systems, cables and other utilities and similar facilities;

(ii) The erection, installation, construction and maintenance of storm-water drains, land drains, irrigation systems for Common Areas, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) Slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems of which might change, obstruct or retard drainage flow; and

(iv) The planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature within easements and Common Areas.

(v) To inspect the Property for compliance with maintenance and architectural standards and enforce said standards;

(vi) To enforce the Restrictions;

(vii) To respond to emergencies;

(x) To perform maintenance that is permitted or required of the Owner by any governmental entity with applicable jurisdiction, if the Owner fails or refuses to perform such maintenance;

(xi) To grant easements to utility providers as may be necessary to install, maintain, and inspect any utilities serving the Property; and

(xii) To perform any and all functions or duties of the Association, Board or Declarant as required by any governmental entity with applicable jurisdiction.

(b) A non-exclusive easement of ingress and egress is hereby granted to all police, fire protection, ambulance, emergency medical services, and other emergency or municipal residential utility and service providers to enter upon the Common Property in the performance of their duties. A non-exclusive easement of ingress and egress is hereby granted to the Declarant, the Board, the Association, and/or its officers, agents, employees, and management personnel, to enter the Common Property at any time to render any service or perform its obligations under this Declaration.

(c) Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any Structure, or any other similar cause.

These shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of said Owner or Owners. If a Structure on any Lot is partially or totally destroyed and then repaired or rebuilt, then the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

(d) If audio and video communication services and utilities are made available to any Lots by means of an underground coaxial cable system, then the company furnishing those services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or Structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

(e) No Owner shall have any right to use any easement retained by Declarant or conveyed by Declarant to the Association in a manner which is inconsistent or which interferes with the intended use for such easement.

7.02 Entry. Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.01.

7.03 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by the Plat, applicable zoning and land use and subdivision laws and regulations, or by the laws, rules or regulations of any governmental and/or quasi-governmental body and/or as set forth in any other creation documents of the Development. In the event of any conflict between those laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.



## **ARTICLE VIII: ENFORCEMENT**

8.01 Right of Enforcement. This Declaration and the Restrictions contained in this Declaration shall inure to the benefit of and shall be enforceable by: (a) Declarant, (b) the Association, (c) the Board, and (d) each Owner and the Owner's heirs, legal representatives, successors and assigns.

8.02 Acts of Enforcement.

(a) In the event of a violation or breach of any Restriction contained in this Declaration, the Association, the Board, the Declarant, or any Owner shall have the right to enforce any Restriction pursuant to any applicable law, including but not limited to the TRPOPA.

(b) In the event that the Association, Board, and/or Declarant exercises the right to enforce any Restriction, the Association, Board or Declarant shall be entitled to exercise certain remedies, including but not limited to, suspending an Owner's right to use the Common Property, suspending an Owner's right to vote or participate in Association meetings, filing a suit against an Owner other than a suit to collect an assessment or to foreclose under the Association's lien, charging an Owner for property damage, levying a fine for a violation of the Restrictions or Bylaws or rules of the Association, or entering any part of the Property to remedy the breach or violation ("**Acts of Enforcement**"). The costs of enforcing such Acts of Enforcement, including the costs of collection and reasonable attorneys' fees, together with interest thereon which shall be calculated at the lower of the highest rate permitted by law or 18% per annum, shall be a binding personal obligation of such Owner enforceable in law, as well as a lien ("**Enforcement Lien**") on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 of this Declaration. Such Enforcement Lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after the Enforcement Lien is imposed, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument excepting only: (i) such liens for taxes or other public charges as are by applicable law made superior; (ii) the liens created by Article IV of this Declaration; and (iii) all deeds of trust or mortgages given to secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon), or (B) to finance the construction, repair or alteration of Structures. Sale or transfer of any Lot shall not affect the Enforcement Lien. No sale or transfer shall relieve such Lot from liability for any Enforcement Lien.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of Declarant, the Board, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary of this Declaration, its

transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary of this Declaration shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions of this Declaration.

#### 8.04 Collection of Assessments, and Enforcement of Lien.

(a) If any lien, including but not limited to any Assessment Lien or Enforcement Lien, interest, cost, expense or other charge is not paid as required by this Declaration, the Association, Board or Declarant may: (i) bring an action at law against the Owner personally obligated to pay the same; or (ii) bring an action for judicial or nonjudicial foreclosure for the purpose of collecting such lien, a cost, charge or expense, plus any interest thereon and costs of collection, including reasonable attorneys' fees. Any foreclosure action brought must comply with the requirements of applicable law, including but not limited to TRPOPA or Section 51.002 of the Texas Property Code, or in any manner permitted by law.

(b) **WAIVER.** EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF TEXAS, (**EXCEPTING V.T.C.A, SECTION 51.002 OF THE TEXAS PROPERTY CODE**) OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION, AND EACH OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.05 No Waiver. The failure of Declarant, the Board, the Association, or any Owner or their respective heirs, legal representatives, successors and assigns, to enforce any Restrictions contained in this Declaration shall not be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

### **ARTICLE IX: DURATION AND AMENDMENT**

9.01 Duration. This Declaration and the Restrictions contained in this Declaration shall run with and bind the Property for a period of thirty (30) years from and after the date when this Declaration is filed for record in the county records of Travis County, Texas, after which time this Declaration and the Restrictions shall be automatically

renewed for successive periods of ten (10) years; provided, however, that after the end of the said thirty (30) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained in this Declaration may be terminated by an instrument executed by the proper Association officers and recorded in the deed records of Travis County, Texas, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association in Good Standing who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association. LCRA approval is required to amend any portion of Article VI.

9.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers, Declarant may amend this Declaration by an instrument in writing filed and recorded in the deed records of Travis County, Texas, without the approval of any Member or mortgagee; provided, however, that: (i) if a proposed amendment materially alters or changes any Owner's right to the use and enjoyment of the Owner's Lot or of the Common Property as set forth in this Declaration or if the proposed amendment adversely affects the title to any Lot, then the proposed amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby; or (ii) if the proposed amendment would materially and adversely affect the lien status, security and interest of any mortgagee, then the proposed amendment shall be valid only upon the written consent thereto of all mortgagees so affected. Declarant shall certify any amendment made pursuant to this Section as having been duly approved by Declarant, and the Members and mortgagees if required, and such amendment shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Declarant, the Owner will consent to the amendment of this Declaration or any other instruments relating to the Development: (i) if such amendment is necessary to bring any provision of this Declaration or any of such other instruments into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration; (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration. LCRA approval is required to amend any portion of Article VI.

9.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.02 of this Declaration, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by at least two-thirds (2/3) of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws, provided, however: (i) that any amendment which materially and adversely affects the lien status, security and interest of any mortgagee must be approved by such mortgagee; and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Members and, where required, Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, if pursuant to Section 3.09, after the period of time that Declarant has authority to appoint and remove Directors and Officers, the execution of a sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the recorded amendment itself.

## **ARTICLE X: ANNEXATION AND FUTURE DEVELOPMENT**

10.01 Annexation. For so long as Declarant has authority to appoint and remove Directors and Officers, additional real property may be annexed to the Property by the Declarant without the consent of the Class A Members. Such annexation may be accomplished by: (i) filing in the deed records of Travis County, Texas, an approved subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such annexed real property subject to the provisions of this Declaration and filing an amendment to the Declaration; or (ii) filing an amendment to the Declaration which has been consented to by the owners of the real property to be annexed if such real property is owned by someone other than Declarant; or (iii) amending the existing subdivision plat to include the real property to be annexed and filing an amendment to the Declaration. Each Owner, by acceptance of a deed to his or her Lot, shall be deemed to have consented to and approved of all such amendments to

the Declaration, amendments to any existing subdivision plats and new subdivision plats placed of record which are to be subject to the provisions of this Declaration. At the expiration of Declarant's right to appoint and remove Directors and Officers, no real property may be annexed to the Property unless such annexation is approved by a two-thirds (2/3) vote of the Members of the Association in Good Standing who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association.

10.02 Future Development. Notwithstanding any other provision contained herein to the contrary, and subject to any applicable zoning regulations, Declarant shall have the right, for so long as Declarant has the authority to appoint and remove Directors and Officers, to annex real property according to the procedure set forth in Section 10.01, which real property may be developed as single family residences.

### **ARTICLE XI: MISCELLANEOUS**

11.01 No Reverter. No restriction in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.02 Severability. A determination by a court that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision of this Declaration.

11.03 Headings. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

11.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

11.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by Declarant, the Board, the Association, the ACC, an Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, certified or registered, return receipt requested, with sufficient postage, and sent to the following addresses:

Declarant:                    Vistas of McCormick Mountain Development, Inc.  
                                     10810 Spicewood Parkway  
                                     Austin, Texas 78750

                                     McCormick Hilltop Investment Partners, Ltd.,  
                                     a Texas limited partnership

Owners: Each Owner's address as registered with the Association in accordance with the Bylaws.

Any written communication transmitted in accordance with this Section shall be deemed received on the third (3<sup>rd</sup>) day following the day such written notice is so deposited in the United States Mail.

11.06 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

11.07 Insurance.

(a) At all times during the term of this Declaration, the Declarant, except as provided in Section 11.07(g) herein, the Association, its successors and assigns, shall be required to keep all improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Texas with: (i) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost or replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such amounts as shall be determined by the Board of Directors as appropriate for the Common Property.

(b) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Declarant, or the Association, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Members in Good Standing and entitled to vote thereon, and, so long as Declarant has the right to appoint and remove directors, Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association or the Declarant within such period, then the period shall be extended until such information shall be made available; provided,

however, such extension shall not exceed one hundred and twenty (120) days. No mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board may, without the necessity of a vote of the Members, levy Special Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited for the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Property in a neat and attractive condition.

(c) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder for maintenance of the damaged or destroyed property.

(d) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the Veterans Administration or Federal Housing Administration, their successors and assigns, for similar type residential subdivision communities.

(e) Officers and Directors Liability Insurance. To the extent it is reasonably available, the Association will maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Board, the Association, and any directors, officers, committee members, and managers the Board deems necessary against liability for any act or omission in carrying out their duties.

(f) Owner Insurance. Each Owner shall be responsible for obtaining and maintaining property insurance on their Residence, all Structures associated with that Residence, and any other insurable improvements on the Lot in an amount sufficient to cover 100% of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Further, each Owner shall be responsible for obtaining and maintaining general liability insurance on its Lot. Each Owner shall provide the Board, Association or Declarant with proof or a certificate of insurance on request by the Board, Declarant or Association. If an Owner fails to maintain the required insurance, or to provide the Declarant, Board or Association with proof of same, the Board, Association or Declarant may obtain insurance on behalf of the Owner

or, if Owner has obtained insurance but failed to maintain the required payments, pay any required payments to ensure that Owner's insurance does not go into default. Owner will be obligated for all costs or expenses associated with any insurance obtained, or payments made, by the Board, Association or Declarant. The Board, Association and/or Declarant may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board, the Association or Declarant to reduce potential risks to the Board, the Association, the Declarant or other Owners. Each Owner, Occupant or Member is solely responsible for insuring any personal property on the Lot, including but not limited to all furnishings, vehicles, and stored items.

(g) Notwithstanding anything to the contrary herein, the Declarant shall be required to comply with the requirements of this Section 11.07 only during the period of time Declarant holds record title to any portion of the Common Property and only with regard to such portion of the Common Property to which Declarant holds record title.

#### 11.08 Indemnification and Hold Harmless.

(a) The Association shall indemnify every Officer, committee chair, committee member or Director against any and all expenses, including attorney fees reasonably incurred by or imposed upon any Officer, Director, committee chair, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being, or having been, an Officer, Director, committee chair or committee member. The Officers, Directors, committee chairs and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, and misconduct or bad faith. The Officers, Directors, committee chairs and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such Officer, Director, committee chair or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for in this Declaration shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, pursuant to Section 11.07(e).

(b) Each Owner shall be liable to the Association, Board or Declarant, during the time Declarant owns the Common Property, for any damage to the Common Property of any type or to any equipment thereon which may be sustained by reason of the negligence of that Owner or the Owner's tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by



insurance. Each Owner does further, by the acceptance of a deed, agree to indemnify each and every other Owner, the Association, the Board and/or the Declarant and to hold harmless each and every other Owner the Association, the Board or the Declarant, from any claim of any person for personal injuries or property damage occurring within or upon that Owner's Lot.

11.09 Successor Declarant. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Travis County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations, including but not limited to limitations on the obligations, rights or liabilities that may be assumed by the Successor Declarant. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of the Declarant under this Declaration and may designate further Successor Declarants.

## **ARTICLE XII: MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first mortgages on Residences in the Development. The provisions of this Article apply to both this Declaration and to the Bylaws notwithstanding any other provisions contained therein.

12.01 Notices of Action. An institutional holder, insurer or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Residence on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of assessments, Assessment Liens, or other charges owed by an Owner of a Residence subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; or

(c) Any proposed action which would require the consent of a specified percentage of eligible mortgagees.

12.02 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the

foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two-thirds (2/3) of the total Members of the Association in Good Standing and entitled to vote thereon consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

**12.03 No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Residence in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

**12.04 Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Residence.

**12.05 Amendment by Board.** Should the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent,

the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

12.06 Applicability. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Texas law for any of the acts set out in this Article.

12.07 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

### **ARTICLE XIII: CONDEMNATION**

13.01 Condemnation or Other Governmental Taking. If all or any part of the Common Property is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Association with the approval of at least seventy-five percent (75%) of the Class A Members and of Declarant, as long as Declarant owns at least one (1) Lot or has the right to annex property to the Development, the award or proceeds made or collected for such taking or sale in lieu thereof are payable to the Association. The Association shall disburse or hold such award or proceeds as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant, as long as Declarant owns at least one (1) Lot or has the right to annex property to the Development, together with at least seventy-five (75%) of the Class A Members, decide otherwise, the Association shall restore or replace the improvements to the extent practicable, on other existing Common Property, in accordance with the plans approved by the Association, the ACC, and by Declarant. If the awards or proceeds are not sufficient to defray the cost of repair and replacement of the improvements and such deficiency cannot be appropriated from a reserve fund established for such purpose, the Association may levy one or more Special Assessments, in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. If such improvements are not repaired or restored, the Association shall retain the award or proceeds for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Property, or if there are excess funds remaining after any restoration or replacement of the improvements, then the Association shall retain the award, proceeds, or excess funds for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes all or any part of the Common Property, then a court of competent jurisdiction shall apportion such award or proceeds between the Association and the Owners of the other property taken so as to give just

compensation to each. In lieu of seeking judicial apportionment, (i) the Association, (ii) the Owners and their lenders of all Lots and Residences wholly or partially taken, and (iii) Declarant, as long as Declarant owns at least one (1) Lot or has the right to annex property to the Development, may mutually agree on the method of apportionment.

### 13.02 Condemnation of Lots.

(a) If all or any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner shall promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and shall leave the Lot in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of the Lot remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then the Owner, after removing all remaining improvements and placing the Lot in a clean, orderly, safe, and sightly condition, may deed the remaining portion of the Lot to the Association as a part of the Common Property. Upon the conveyance by an Owner of all remaining portions of a Lot, the Owner shall not be a Member.

(b) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects to restore the remainder of the Lot, then the Owner shall restore the remainder of the Lot in nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. The Owner shall commence the restoration within sixty days (60) after the taking or conveyance and shall proceed diligently in a good and workmanlike manner to completion.

[Signature Pages Follow]

DECLARANTS:

Vistas of McCormick Mountain Development, Inc.,  
a Texas corporation

By: *Michael W. Wilson*  
Name: Michael W. Wilson  
Title: Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on May 4, 2012, by Michael W. Wilson, as a Director of and on the behalf of Vistas of McCormick Mountain Development, Inc., a Texas corporation.

[SEAL]

*Marilynn K. Anthenat*  
Notary Public, State of Texas



McCormick Hilltop Investment Partners, Ltd.,  
a Texas limited partnership

By: McCormick Mountain GP, Inc., a Texas  
corporation, its General Partner

By: *Charles S. Nichols, Jr.*  
Name: Charles S. Nichols, Jr.  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on May 4, 2012, by Charles S. Nichols, Jr., President of McCormick Mountain GP, Inc., a Texas corporation, general partner of McCormick Hilltop Investment Partners, Ltd., a Texas limited partnership, on behalf of the limited partnership.

[SEAL]

*Marilynn K. Anthenat*  
Notary Public, State of Texas



The Association, by the execution of this Declaration, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this Declaration.

IN WITNESS WHEREOF, the Association, acting through its duly authorized officers, has caused this Declaration to be executed effective as of May 8, 2012.

McCORMICK MOUNTAIN HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation

By: *Rick Redmond*  
Name: Rickford Redmond  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

This instrument was acknowledged before me on May 8, 2012, by RICKFORD REDMOND, as the President of and on behalf of McCormick Mountain Homeowners Association, Inc., a Texas non-profit corporation.

[SEAL]



*Marilynn K. Anthenat*  
Notary Public, State of Texas

**JOINDER BY MORTGAGEE**

The undersigned, being the sole mortgagee and holding a mortgage against the Property, joins in the execution of this Declaration for the purposes of establishing said McCormick Mountain Homeowners Association, Inc., and subordinating the liens and security interests of said Mortgagee to the Association. The undersigned joins herein for the sole purpose of subordinating its liens to the Association and makes no representation or warranty, expressed or implied, of any nature whatsoever, to any present or future Owner or purchaser of a Lot with respect to such Lot or to the Association. All such Owners or purchasers agree by their purchase of a Lot that no such representation or warranty has been made by the undersigned and that they have not relied upon the undersigned in any way in making their decision to acquire a Lot.

McCormick-Horizon Investors,  
a Texas general partnership

By: *Doug Kadison*  
Name: Doug Kadison  
Title: President

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

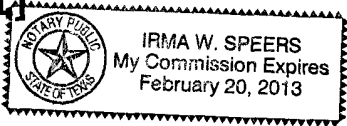
§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 22<sup>nd</sup> day of May, 2012, by Doug Kadison, President of McCormick-Horizon Investors, a Texas General Partnership.

*Irma W. Speers*  
Notary Public, State of Texas

[SEAL]



**EXHIBIT "A"**  
**PROPERTY**  
**PHASE III**







FINAL PLAT OF  
**McCORMICK MOUNTAIN SUBDIVISION, PHASE 3**  
 13.01 ACRES OUT OF THE LEONARD ECK SURVEY No.162, ABSTRACT No. 2433 & THE  
 LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

**OWNERS:** VISTAS OF McCORMICK MOUNTAIN DEVELOPMENT, INC.  
 10810 SPENCER PARKWAY  
 AUSTIN, TEXAS 78750

**SURVEY:** LEONARD ECK SURVEY NO. 162 & 164

**LAND USE:** TOTAL ACREAGE 13.01 AC.  
 R.O.W. DEDICATION TO WELDEKA DRIVE &  
 McCORMICK MOUNTAIN DRIVE 0.32 AC.  
 TOTAL NO. OF BLOCKS 1  
 TOTAL NO. OF LOTS 24  
 TOTAL RESIDENTIAL LOTS: 24

**LINEAL FEET OF  
 NEW STREETS:** TOTAL R.O.W. ACREAGE NONE

**DATE:** APRIL 12, 2011

**SUBJECTS:** CASTLEBERRY SURVEYS, LTD.  
 2613 WILSON DRIVE, SUITE 903  
 DUNSTON, TEXAS 78628  
 (817) 830-1000/(817) 830-8389 (for  
 AND/OR HIS/HER ASSIGNS)

**ENGINEER:** BARNETT-WHICH CIVIL ENGINEERS, INC.  
 1015 FM 8430  
 3400 W. PARKWAY LN.  
 SUITE 112  
 AUSTIN, TEXAS 78727  
 (512) 454-2400/(512) 454-3420 (fax)

**BENCHMARK:** 1/2" IRON PIN FOUND  
 ELEVATION 518.61' RW08B  
 GRID N 10518507.18' (US)  
 GRID E 308244.34' (US)

**PLAT NOTES**

1. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. NO OBJECTS INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
3. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE AGENCIES) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
4. WATER SERVICE WILL BE PROVIDED BY WCD #17, TRAVIS COUNTY, TEXAS.
5. WASTEWATER SERVICE WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.
6. ALL LOTS IN THIS SUBDIVISION, McCORMICK MOUNTAIN PHASE 3, ARE SUBJECT TO LCRA ON SITE SEPTIC SYSTEM JURISDICTION AND ALL PERMITS FOR ON SITE SEPTIC SYSTEMS MUST BE APPROVED AND ISSUED BY THE LCRA.
7. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY SYSTEM PLANS MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY AND THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 17. THE WATER UTILITY SYSTEM CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN.
8. A 10' PERIMETER WALL EASEMENT IS HEREBY DEDICATED UNDER SEPARATE INSTRUMENT, DOCUMENT NUMBER \_\_\_\_\_.
9. NO STRUCTURE WILL BE OCCUPIED UNTIL CONNECTED TO THE WCD #17 WATER SYSTEM AND INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEMS.
10. ELECTRIC SERVICE WILL BE PROVIDED BY AUSTIN ENERGY INC.
11. THIS SUBDIVISION IS LOCATED IN THE LAKE TRAVIS WATERSHED, IS CLASSIFIED AS WATER SUPPLY RESERVE AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LAND DEVELOPMENT CODE PROVIDED THAT THE REGULATIONS THAT ARE APPLICABLE TO THE RESIDENTIAL PROJECT ARE THOSE IN EFFECT ON MARCH 1, 1972.
12. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-778-8272 FOR MORE INFORMATION.
13. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S EXPENSE IF PLANNED TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
14. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
15. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LIMITED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
16. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
17. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 30-5-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
18. PRIVATE JOINT USE ACCESS EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT AND USE OF THE INDIVIDUAL LANDOWNER IMMEDIATELY ADJACENT TO THE LOT ADJOINING SAID PRIVATE JOINT USE ACCESS EASEMENT FOR THE PURPOSE OF DRIVEWAY CONSTRUCTION AND CONTINUED USE BY THE ADJOINING LANDOWNER.
19. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES. A TEMPORARY FILL AND REVEGETATION EASEMENT IS TO BE PLACED ON THE REMAINDER OF THE PROPERTY TO ALLOW EXISTING TRAILS AND QUARRY AREAS TO BE RESTORED TO A NATIVE STATE. THE EASEMENT IS TO BE REMOVED UPON CERTIFIED COMPLETION OF PHASE III CONSTRUCTION IMPROVEMENTS.
20. LOTS 1 AND 2 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
21. LOTS 3 AND 4 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
22. LOTS 5 AND 6 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
23. LOTS 7 AND 8 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
24. LOTS 9 AND 10 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
25. LOTS 11 AND 12 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
26. LOTS 13 AND 14 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
27. LOTS 15 AND 16 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
28. LOTS 17 AND 18 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
29. LOTS 19 AND 20 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
30. LOTS 21 AND 22 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
31. LOTS 23 AND 24 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT ACCESS EASEMENT DOC. # \_\_\_\_\_.
32. THE ABOVE STATED JOINT ACCESS EASEMENT DOCUMENTS (NOTES 22-33) ALSO CONTAIN ELECTRICAL AND TELECOMMUNICATIONS EASEMENTS.
33. IMPERVIOUS COVER ON ALL PROPERTY HEREIN SHALL BE LIMITED IN ACCORDANCE WITH THE RESTRICTIVE COVENANT FILED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, DOCUMENT # \_\_\_\_\_.

**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
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**LINE TABLE**

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**SUBJECT TO:**

1. ELECTRIC AND TELEPHONE EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY AS RECORDED IN VOLUME 810, PAGE 487, DEED RECORDS OF TRAVIS COUNTY, TEXAS.
2. AN OVERFLOW EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY AS RECORDED IN VOLUME 651, PAGE 542, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

**PHASE 3 WATER PRESSURE TABLE**

LOT NUMBER	ELEVATION (FEET)	PRESSURE (PSI)
1	889	85.83
2	886	85.83
3	884	87.70
4	884	87.70
5	882	86.56
6	882	86.56
7	882	86.56
8	882	86.56
9	871	84.66
10	871	84.66
11	870	85.10
12	870	85.10
13	864	87.70
14	864	87.70
15	863	86.13
16	863	86.13
17	788	86.49
18	788	86.49
19	788	86.49
20	788	86.49
21	781	83.33
22	781	83.33
23	782	82.89
24	782	82.89

IF HIGHER PRESSURES ARE DESIRED, IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO INSTALL AND MAINTAIN A PRIVATE BOOSTER PUMP.

FINAL PLAT OF  
**McCORMICK MOUNTAIN SUBDIVISION, PHASE 3**  
 13.01 ACRES OUT OF THE LEONARD ECK SURVEY No. 162, ABSTRACT No. 2433 & THE  
 LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

**ON-SITE WASTEWATER SYSTEM PLAT NOTE:**  
 EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED, AND UNDESIGNED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY OR TRAVIS COUNTY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.

LCRA OSSF REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**OWNER INFORMATION**  
 STATE OF TEXAS  
 COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MIKE WILSON, BEING THE OWNER OF THAT 13.01 ACRES SHOWN HEREON, APPROXIMATELY 2.78 ACRES OUT OF THE LEONARD ECK SURVEY NO. 162, AND 10.23 ACRES OUT OF THE LEONARD ECK SURVEY NO. 164, AND DESCRIBED IN DOCUMENT NO. 200721843 OF TRAVIS COUNTY, TEXAS, DO HEREBY STATE THAT THESE ARE LIEN HOLDERS OF THE CERTAIN TRACT OF LAND AND DO HEREBY SUBMIT SAID PARCELS IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 212, AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CONSENT TO THE PUBLIC USES, ALLOYS, RIGHT-OF-WAY, EASEMENTS NOT LABELED AS PRIVATE, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS TRAVIS COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "McCORMICK MOUNTAIN SUBDIVISION, PHASE 3".

BY: \_\_\_\_\_  
 MICHAEL W. WILSON, PRESIDENT  
 WITAS OF McCORMICK MOUNTAIN DEVELOPMENT, INC.  
 1810 SPICEDOOD PARKWAY  
 AUSTIN, TX 78790

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

STATE OF TEXAS  
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED MIKE WILSON  
 SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

NOTARY PUBLIC, STATE OF TEXAS

**MEMORANDUM INFORMATION**

STATE OF TEXAS  
 COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT McCORMICK-HORISON INVESTORS, A TEXAS GENERAL PARTNERSHIP, IS THE LIENHOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING THAT TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 200721843 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DO HEREBY SUBMIT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CONSENT TO THE PUBLIC USES, ALLOYS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS TRAVIS COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "McCORMICK MOUNTAIN SUBDIVISION, PHASE 3".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

DOUG KADISON, PRESIDENT  
 McCORMICK-HORISON INVESTORS, A TEXAS GENERAL PARTNERSHIP  
 2297 LAKE AUSTIN BLVD.  
 AUSTIN, TEXAS 78703

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

STATE OF TEXAS  
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED DOUG KADISON  
 SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

NOTARY PUBLIC, STATE OF TEXAS

**ZONING AND PLATTING COMMISSION**

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

CHAIRPERSON \_\_\_\_\_ SECRETARY \_\_\_\_\_

**ENGINEER'S CERTIFICATION**

I, CLYDE C. CASTLEBERRY, JR., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACCURATE AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE OWNER'S MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF AUSTIN, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

DATE OF SURVEY: JULY 14, 2008  
 BEARING BASE: TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE)

CLYDE C. CASTLEBERRY, JR.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 CASTLEBERRY SURVEYING, LTD.  
 3612 WILLIAMS DRIVE, STE. 203  
 GEORGETOWN, TEXAS 78626  
 (512) 630-1800



**COMMISSIONERS COURT RESOLUTION**

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC INFRASTRUCTURE SHOWN ON THIS PLAT OR ANY OTHER OF UTILITIES IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC INFRASTRUCTURES SHOWN ON THIS PLAT AND ALL BRIDGES AND UTILITIES NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC INFRASTRUCTURES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE INFRASTRUCTURE (AND "IMPROVEMENTS") TO MAINTAIN EGRESS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RECEIVE FISCAL SECURITY PROVIDED TO SECURE PRIVATE IMPROVEMENTS TO MAINTAIN AND REPAIR THE OWNERS' PRIVATE IMPROVEMENTS. THE COUNTY'S OBLIGATION IS LIMITED TO THE LIMITED COST OF THE IMPROVEMENTS. THE COUNTY'S OBLIGATION IS LIMITED TO IMPROVEMENTS TO COUNTY STREETS AND TO ROAD AND FISCAL SECURITY PROVIDED TO MAINTAIN AND REPAIR. A CONTINUING OBLIGATION OF THE COUNTY TO MAINTAIN AND REPAIR THE IMPROVEMENTS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OF THE SUBDIVISION ACCORDANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF STREETS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR STREET TRAFFIC CONTROL SIGNS SUCH AS SPEED LIMIT, STOP BEARS AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

**ENGINEER'S CERTIFICATION**

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAN AS INDICATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 4845300220H, DATED SEPTEMBER 28, 2006, TRAVIS COUNTY, TEXAS.

STEVEN L. WILSON  
 REGISTERED PROFESSIONAL ENGINEER NO. 81976  
 STATE OF TEXAS



GARRETT-HENSH CIVIL ENGINEERS, INC.  
 1501 FIRM (630)  
 3800 W. PARKER LANE, SUITE 212  
 AUSTIN, TEXAS 78737  
 (512) 494-2400/(512) 484-2420 FAX

**WATERWAY BUFFER ZONE**

THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY PREVENTING OR MINIMIZING OF POLLUTION FROM DEVELOPED LANDS. THE WATERWAY BUFFER ZONE EASEMENT IS A PUBLIC EASEMENT TO BE HELD IN TRUST FOR THE BENEFIT OF THE PUBLIC. THE EASEMENT SHALL BE HELD IN TRUST FOR THE BENEFIT OF THE PUBLIC AND SHALL NOT BE CONVEYED TO ANY PRIVATE PARTY WITHOUT THE WRITTEN APPROVAL OF THE LCRA. THE EASEMENT SHALL NOT BE CONVEYED TO ANY PRIVATE PARTY WITHOUT THE WRITTEN APPROVAL OF THE LCRA. THE EASEMENT SHALL NOT BE CONVEYED TO ANY PRIVATE PARTY WITHOUT THE WRITTEN APPROVAL OF THE LCRA. THE EASEMENT SHALL NOT BE CONVEYED TO ANY PRIVATE PARTY WITHOUT THE WRITTEN APPROVAL OF THE LCRA.

LOWER COLORADO RIVER AUTHORITY \_\_\_\_\_ DATE \_\_\_\_\_

BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO MEET STANDARDS MAY BE CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

CITY OF AUSTIN  
 THIS SUBDIVISION PLAT IS LOCATED WITHIN THE \_\_\_\_\_ OF THE CITY OF \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

GREG GUERNSEY, DIRECTOR  
 PLANNING & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS  
 COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

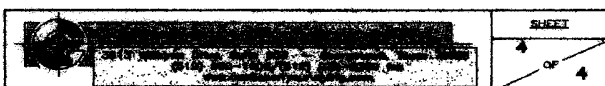
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_ A.D.  
 DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY  
 STATE OF TEXAS  
 COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_ A.D.  
 DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

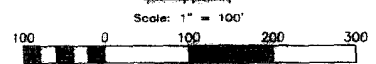
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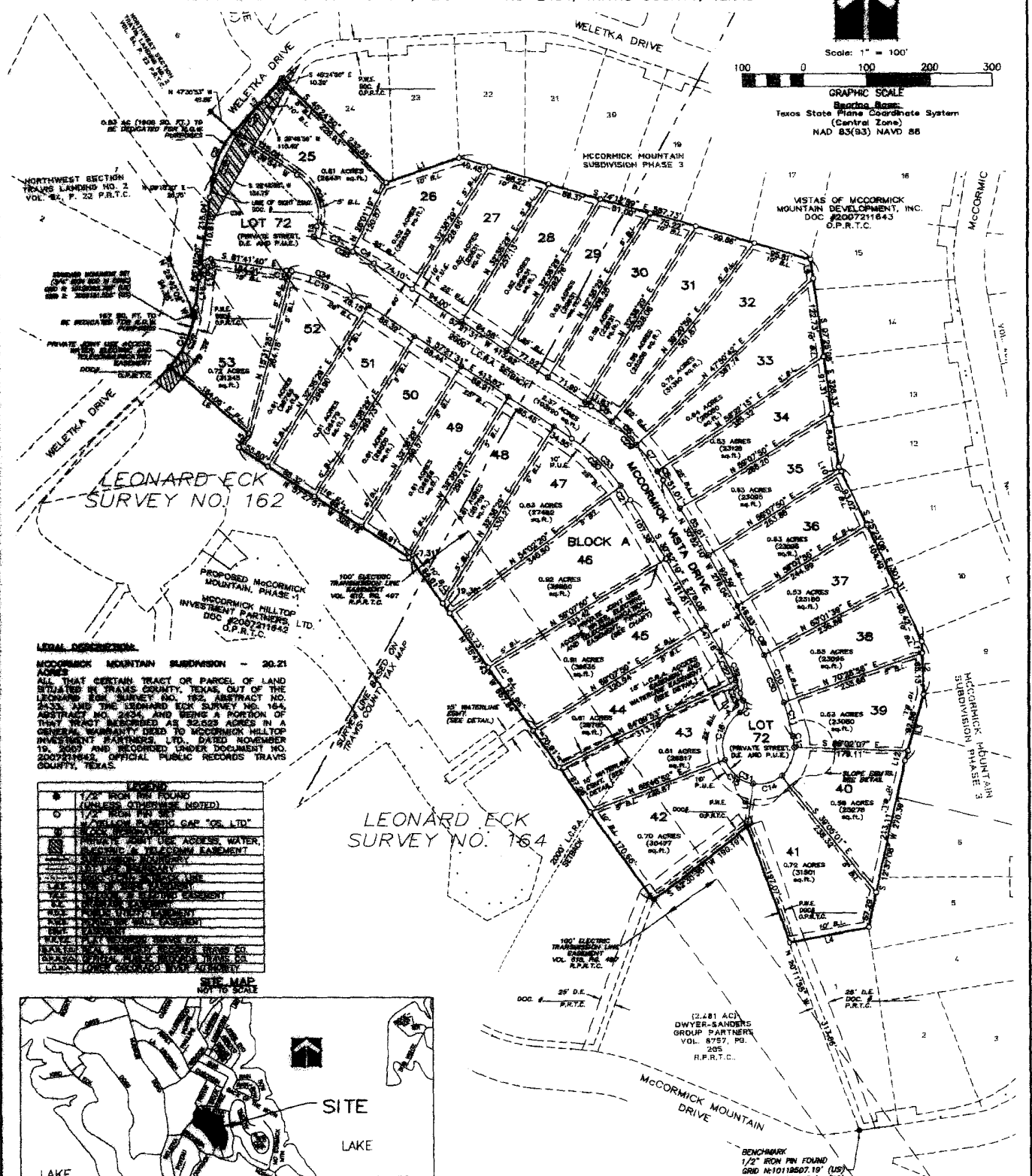
**EXHIBIT "B"**  
**PROPERTY**  
**PHASE II**

# FINAL PLAT OF McCORMICK MOUNTAIN SUBDIVISION, PHASE 2

20.21 ACRES OUT OF THE LEONARD ECK SURVEY No. 162, ABSTRACT No. 2433 & THE  
LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

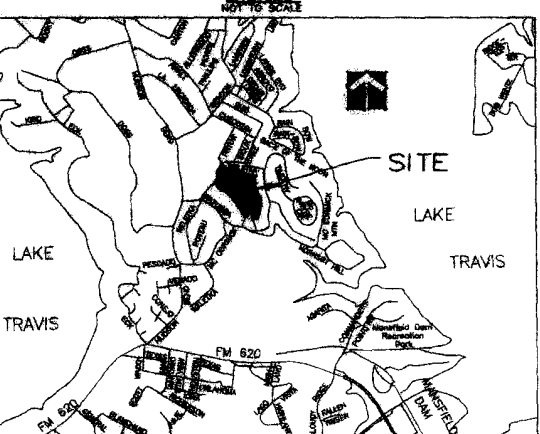


Scale: 1" = 100'  
GRAPHIC SCALE  
Datum: Texas State Plane Coordinate System (Central Zone)  
NAD 83(93) NAVD 88



**LEGAL DESCRIPTION**  
McCORMICK MOUNTAIN SUBDIVISION - 20.21 ACRES  
ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE LEONARD ECK SURVEY NO. 162, ABSTRACT NO. 2433 AND THE LEONARD ECK SURVEY NO. 164, ABSTRACT NO. 2434, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 52.623 ACRES IN A GENERAL WARRANTY DEED TO MCCORMICK HILTOP INVESTMENT PARTNERS, LTD., DATED NOVEMBER 19, 2007 AND RECORDED UNDER DOCUMENT NO. 200721843, OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS.

NO.	DESCRIPTION
1	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
2	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
3	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
4	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
5	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
6	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
7	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
8	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
9	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
10	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
11	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
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42	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
43	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
44	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
45	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
46	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
47	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
48	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
49	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
50	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
51	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)
52	IRON PIN FOUND (ANALYSIS OTHERWISE LISTED)



**CONSTRUCTION AGREEMENT**  
THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 2011. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THE SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOC # \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (THIS DOCUMENT IS PREPARED BY THE FISCAL OFFICER)

3613 Williams Drive, Suite 203 • Austin, Texas 78708  
(512) 836-1825 (FAX) (512) 836-1826  
www.austintitle.com

# FINAL PLAT OF McCORMICK MOUNTAIN SUBDIVISION, PHASE 2

20.21 ACRES OUT OF THE LEONARD ECK SURVEY No. 162, ABSTRACT No. 2433 & THE  
LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

CHUCK TABLE	BEARING	DELTA	INCHES	ARC	CHORD	DIRECTION
C1	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C2	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C3	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C4	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C5	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C6	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C7	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C8	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C9	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C10	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C11	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C12	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C13	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C14	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C15	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C16	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C17	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C18	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C19	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C20	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C21	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C22	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C23	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C24	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C25	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C26	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C27	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C28	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C29	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C30	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C31	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C32	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C33	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C34	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C35	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C36	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C37	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C38	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C39	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C40	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C41	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C42	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C43	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C44	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C45	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C46	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C47	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C48	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C49	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C50	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C51	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C52	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C53	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C54	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C55	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C56	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C57	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C58	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C59	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C60	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C61	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C62	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C63	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C64	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C65	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C66	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C67	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C68	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C69	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C70	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C71	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C72	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C73	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C74	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C75	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C76	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C77	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C78	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C79	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C80	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C81	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C82	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C83	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C84	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C85	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C86	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C87	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C88	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C89	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C90	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C91	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C92	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C93	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C94	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C95	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C96	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C97	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C98	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C99	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	
C100	S 47°35'04"	151.66	81.34	90.14	N 28°36'14" E	

LINE NUMBER	BEARING	DIRECTION	DISTANCE
L1	N 71°52'17"	E	124.75
L2	S 02°24'12"	E	85.49
L3	S 12°12'36"	W	108.69
L4	S 70°58'06"	W	128.28
L5	N 37°35'34"	E	97.17
L6	N 82°34'10"	W	168.57
L7	N 42°25'29"	E	118.24
L8	N 08°12'17"	E	70.54
L9	S 07°35'09"	E	30.69
L10	S 25°23'05"	E	6.39
L11	S 02°24'12"	E	16.36
L12	S 18°12'36"	W	16.12
L13	N 14°38'07"	E	17.15
L14	S 23°31'21"	E	13.04
L15	S 44°25'40"	E	44.78
L16	N 08°12'17"	E	47.75
L17	N 08°19'20"	E	16.11

WATER PRESSURE TABLE			
WATER NUMBER	ELEVATION (FEET)	PRESSURE (PSI)	
1	889	85.77	
2	890	86.77	
3	891	87.77	
4	892	88.77	
5	893	89.77	
6	894	90.77	
7	895	91.77	
8	896	92.77	
9	897	93.77	
10	898	94.77	
11	899	95.77	
12	900	96.77	
13	901	97.77	
14	902	98.77	
15	903	99.77	
16	904	100.77	
17	905	101.77	
18	906	102.77	
19	907	103.77	
20	908	104.77	
21	909	105.77	
22	910	106.77	
23	911	107.77	
24	912	108.77	
25	913	109.77	
26	914	110.77	
27	915	111.77	
28	916	112.77	
29	917	113.77	
30	918	114.77	
31	919	115.77	
32	920	116.77	
33	921	117.77	
34	922	118.77	
35	923	119.77	
36	924	120.77	
37	925	121.77	
38	926	122.77	
39	927	123.77	
40	928	124.77	
41	929	125.77	
42	930	126.77	
43	931	127.77	
44	932	128.77	
45	933	129.77	
46	934	130.77	
47	935	131.77	
48	936	132.77	
49	937	133.77	
50	938	134.77	
51	939	135.77	
52	940	136.77	
53	941	137.77	

OWNERS: MCCORMICK HILLTOP INVESTMENT PARTNERS, L.P.  
2207 LAKE AUSTIN BLVD.  
AUSTIN, TEXAS 78703

SURVEY: LEONARD ECK SURVEY No. 162 & 164

LAND USE: TOTAL ACREAGE: 20.21 AC.  
R.O.W. DEDICATION TO MELEKA DRIVE: 0.03 AC.  
TOTAL NO. OF BLOCKS: 1  
TOTAL NO. OF LOTS: 30  
TOTAL RESIDENTIAL LOTS: 28

LINEAR FEET OF TOTAL R.O.W. ACREAGE (LOT 72) = 2.37 ACRES  
NEW STREETS: LINEAR FEET OF MCCORMICK VISTA DRIVE = 1308 L.F.

DATE: APRIL 12, 2011

SURVEYOR: CASTLEBERRY SURVEYING, LTD.  
3613 WILLIAMS DRIVE, STE. 903  
GEORGETOWN, TEXAS 79686  
(912) 930-1600/(812) 930-8388 fax

ENGINEER: GARRETT-MENEN CIVIL ENGINEERS, INC.  
TYPE FIRM #830  
3002 W. FOWLER LN.  
SUITE 212  
AUSTIN, TEXAS 78727  
(512) 454-2400/(512) 454-2420 fax

BENCHMARK: 1/2" IRON PIN FOUND  
ELEVATION: 818.91' NAVD83  
GRID: N 1811807.19' (US)  
GRID: E 3057244.34' (US)

IF HIGHER PRESSURES ARE DESIRED, IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO INSTALL AND MAINTAIN A PRIVATE BOOSTER PUMP.

**SUBJECT TO:**

1. Electric and telephone easement granted to Lower Colorado River Authority as recorded in Volume 810, Page 487, Deed Records of Travis County, Texas.
2. An overflow easement granted to Lower Colorado River Authority as recorded in Volume 651, Page 542, Deed Records of Travis County, Texas.

**PLAT NOTES:**

1. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
3. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTIONS) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
5. WATER SEWAGE WILL BE PROVIDED BY WCD #17, TRAVIS COUNTY, TEXAS.
6. WASTEWATER SERVICE WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.
7. LOTS 25-48 IN THIS SUBDIVISION, MCCORMICK MOUNTAIN PHASE 2, ARE SUBJECT TO LCRA ON-SITE SEPTIC SYSTEM JURISDICTION AND ALL PERMITS FOR ON-SITE SEPTIC SYSTEMS MUST BE APPROVED AND ISSUED BY THE LCRA.
8. LOTS 43 AND 44 IN THIS SUBDIVISION, MCCORMICK MOUNTAIN PHASE 2, ARE SUBJECT TO BOTH LCRA ON-SITE SEPTIC SYSTEM AND THE TRAVIS COUNTY ON-SITE WASTEWATER JURISDICTIONS. ALL PERMITS FOR ON-SITE WASTEWATER SYSTEMS MUST BE APPROVED BY BOTH THE LCRA AND TRAVIS COUNTY PERMITTING AGENCIES UNLESS A WRITTEN AUTHORIZATION IS OBTAINED DEFERRING REVIEW FROM ONE ENTITY TO THE OTHER.
9. LOTS 49-53 IN THIS SUBDIVISION, MCCORMICK MOUNTAIN PHASE 2, ARE SUBJECT TO THE TRAVIS COUNTY ON-SITE WASTEWATER JURISDICTION AND ALL PERMITS FOR ON-SITE SEPTIC SYSTEMS MUST BE APPROVED AND ISSUED BY THE TRAVIS COUNTY PERMITTING AGENCY.
10. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY SYSTEM PLANS MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY AND THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 17.
11. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL WITH LOT 72 AS SHOWN ON THE FINAL PLAT.
12. NO STRUCTURE WILL BE OCCUPIED UNTIL CONNECTED TO THE WCD #17 WATER SYSTEM AND PERMITTED INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEMS.
13. ELECTRIC SERVICE WILL BE PROVIDED BY AUSTIN ENERGY, INC.
14. THIS SUBDIVISION IS LOCATED IN THE LAKE TRAVIS WATERSHED AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LAND DEVELOPMENT CODE PROVIDED THAT THE NEAREST TOES THAT ARE APPLICABLE TO THE RESIDENCE ARE THOSE IN EFFECT ON MARCH 1, 1972.
15. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDER FOR PERMITS AND REGULATIONS APPLICABLE TO CONSTRUCTION ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5372, EXTENSION 2324 FOR MORE INFORMATION.
16. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITIES AND OBLIGATIONS FOR THE PROTECTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN AND TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACUATION AT THE OPTION OF THE OWNER IS NOT A DEFENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
17. AUSTIN ENERGY HAS THE RIGHT

FINAL PLAT OF  
**McCORMICK MOUNTAIN SUBDIVISION, PHASE 2**  
 20.21 ACRES OUT OF THE LEONARD ECK SURVEY No. 162, ABSTRACT No. 2433 & THE  
 LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

**ON-SITE WASTEWATER SYSTEM PLAT NOTE**

EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED, AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLUMBIA RIVER AUTHORITY OR TRAVIS COUNTY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS. LOTS 26 THROUGH 44 ARE SUBJECT TO LCRA ON-SITE WASTEWATER SYSTEM REVIEW.

CONA OSSF REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES**

THE FOLLOWING NOTES APPLY TO LOTS 43 THROUGH 53, BLOCK A:

1. HOME SIZE MAY BE LIMITED ON LOTS SMALLER THAN ONE ACRE IN ORDER TO ACCOMMODATE AN ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT COMPLIES WITH THE REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
3. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
4. NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.
5. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
6. DEVELOPMENT ON EACH LOT IN THIS SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
7. LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES.
8. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL, D. R., PROGRAM MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
 ON-SITE WASTEWATER, TRAVIS COUNTY THR

**OWNER'S CERTIFICATION**  
 STATE OF TEXAS  
 COUNTY OF TRAVIS

THAT I, MIKE WILSON, BEING THE OWNER OF THAT 20.21 ACRES SHOWN HEREON, APPROXIMATELY 7.13 ACRES PART OF THE LEONARD ECK SURVEY NO. 162, AND 13.08 ACRES OUT OF THE LEONARD ECK SURVEY NO. 164, AND DESCRIBED IN DOCUMENT NO. 2007211642, OF TRAVIS COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE LIEN HOLDERS OF THE CERTAIN TRACT OF LAND AND DO HEREBY SUBMIT TO THE PUBLIC SERVICE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 215, AS APPLICABLE HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS NOT LABELED AS PRIVATE, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE PUBLIC MAY BEEN APPROPRIATE. IN ADDITION, I IN ACCORDANCE WITH THIS PLAT, SUBJECT TO THE GOVERNANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION PUBLIC UTILITIES SERVING THE SUBDIVISION, ENERGY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES. THIS SUBDIVISION IS TO BE KNOWN AS "McCORMICK MOUNTAIN SUBDIVISION, PHASE 2".

BY: \_\_\_\_\_  
 MICHAEL W. WILSON, PRESIDENT  
 MCCORMICK HILLTOP INVESTMENT PARTNERS, LTD.  
 2207 LAKE AUSTIN BLVD.  
 AUSTIN, TX 78703

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

STATE OF TEXAS  
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED MIKE WILSON  
 SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS

**LIENHOLDERS CERTIFICATION**  
 STATE OF TEXAS  
 COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCCORMICK-HORIZON INVESTORS, A TEXAS GENERAL PARTNERSHIP, IS THE LIENHOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING THAT TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007211642 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DO HEREBY SUBMIT TO THE PUBLIC SERVICE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 215, AS APPLICABLE HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS TRAVIS COUNTY, TEXAS MAY BEEN APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "McCORMICK MOUNTAIN SUBDIVISION, PHASE 2".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

DOUG KADISON, PRESIDENT  
 MCCORMICK-HORIZON INVESTORS, A TEXAS GENERAL PARTNERSHIP  
 2207 LAKE AUSTIN BLVD.  
 AUSTIN, TEXAS 78703

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

STATE OF TEXAS  
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED DOUG KADISON  
 SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS

**ZONING AND PLATTING COMMISSION**

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

CHAIRPERSON \_\_\_\_\_ SECRETARY \_\_\_\_\_

**ENGINEER'S CERTIFICATION**

I, CLYDE C. CASTLEBERRY, JR., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION RECORDS OF THE CITY OF AUSTIN, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

DATE OF SURVEY: JULY 14, 2008  
 BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE)

CLYDE C. CASTLEBERRY, JR.  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835  
 STATE OF TEXAS

CASTLEBERRY SURVEYING LTD.  
 3615 WILLOW DRIVE, STE. 203  
 GEORGETOWN, TEXAS 78626  
 (817) 930-1600



**COMMISSIONER'S CONSENT DECLARATION**

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS SUCH AS SPEED LIMIT, STOP SIGNS AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

**ENGINEER'S CERTIFICATION**

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS INDICATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 4846300220 H, DATED SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS.

STEVEN L. IHNEN  
 REGISTERED PROFESSIONAL ENGINEER NO. 81976  
 STATE OF TEXAS

GARNETT-IHNEN CIVIL ENGINEERS, INC.  
 FIRM NO. 830  
 3800 W. FARMER LANE, SUITE 212  
 AUSTIN, TEXAS 78727  
 (512) 454-2400/(512) 454-2420 FAX



BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

**CITY OF AUSTIN**

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE \_\_\_\_\_ OF THE CITY OF \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

GREG GUERNSEY, DIRECTOR  
 PLANNING & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS  
 COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_ A.D.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY \_\_\_\_\_

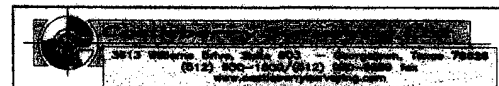
STATE OF TEXAS  
 COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_ A.D.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY \_\_\_\_\_



SHEET  
 3  
 OF  
 3



**EXHIBIT "C"**  
**PROPERTY**  
**PHASE I**

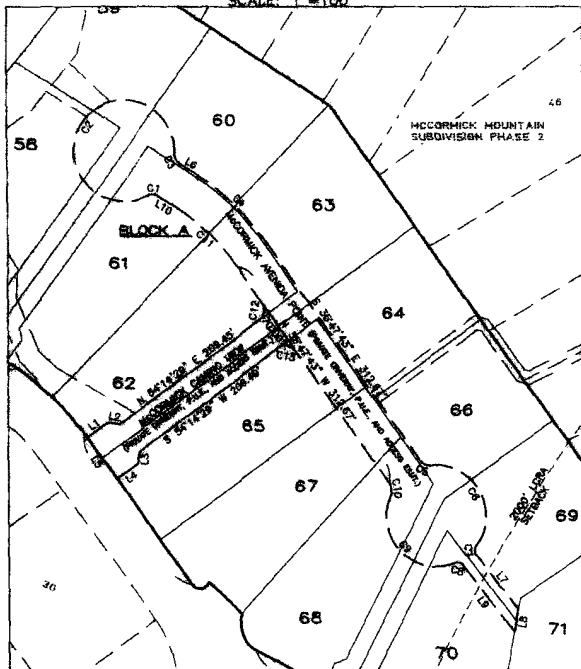


# FINAL PLAT OF McCORMICK MOUNTAIN SUBDIVISION, PHASE 1

12.32 ACRES OUT OF THE LEONARD ECK SURVEY No. 162, ABSTRACT No. 2433 & THE  
LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

McCORMICK CAMINO VIEW AND McCORMICK AVENIDA  
POINT

P.U.E. AND ACCESS EASEMENTS  
SCALE: 1"=100'



**CURVE TABLE - P.A.L.E. AND ACCESS EASEMENTS**

NUMBER	BEARING	LENGTH	CHORD	CORRECTION
C1	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C2	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C3	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C4	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C5	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C6	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C7	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C8	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C9	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C10	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C11	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C12	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
C13	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W

**LINE TABLE - P.A.L.E. AND ACCESS EASEMENTS**

NUMBER	BEARING	LENGTH	CHORD	CORRECTION
L1	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L2	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L3	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L4	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L5	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L6	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L7	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L8	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L9	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W
L10	S 89° 05' 15" W	15.00	15.00	N 87° 05' 15" W

**SUBJECT TO:**

1. AN OVERFLOW EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY AS RECORDED IN VOLUME 651, PAGE 542, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

**CONSTRUCTION AGREEMENT**

THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 2/01/12. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THE SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOC. # \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (THIS DOCUMENT IS PREPARED BY THE FISCAL OFFICER)

**OWNERS:** MCCORMICK HILLTOP INVESTMENT PARTNERS, LTD.  
2207 LAKE AUSTIN BLVD.  
AUSTIN, TEXAS 78703

**SURVEY:** LEONARD ECK SURVEY NO. 162 & 164

**LAND USE:** TOTAL ACREAGE: 12.32 AC.  
R.O.W. DEDICATION TO WELTEHA DRIVE: 0.06 AC.  
TOTAL NO. OF BLOCKS: 1  
TOTAL NO. OF LOTS: 18  
TOTAL RESIDENTIAL LOTS: 18

**LINEAR FEET OF NEW STREETS:** TOTAL R.O.W. AGREEMENT = 1.21 ACRES  
LINEAR FEET OF MCCORMICK CAMINO VIEW = 267 LF.  
LINEAR FEET OF MCCORMICK AVENIDA POINT = 577 LF.

**DATE:** APRIL 12, 2011

**SURVEYOR:** CASTLEBERRY SURVEYING, LTD.  
3813 WILLIAMS DRIVE, STE. 303  
GEORGETOWN, TEXAS 78628  
(512) 930-1808/(512) 930-8388 fax

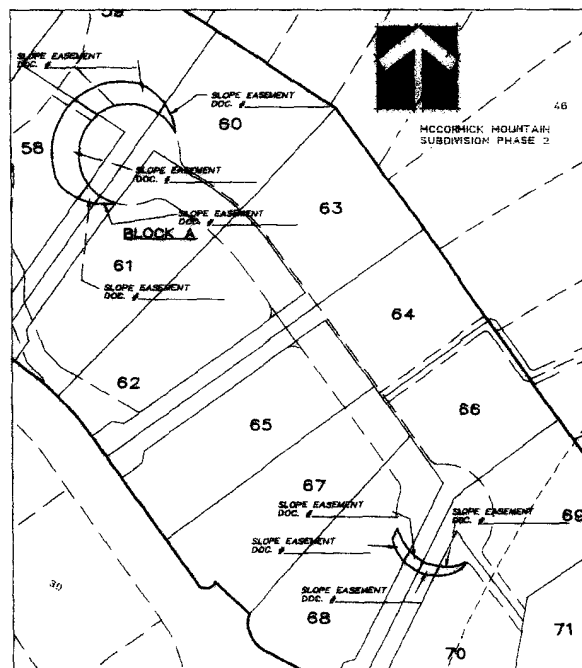
**ENGINEER:** GARRETT-HHREN CIVIL ENGINEERS, INC.  
TBE FIRM No. 630  
3600 W. PARKER LN.  
SUITE 212  
AUSTIN, TEXAS 78727  
(512) 454-2400/(512) 454-2420 fax

**BENCHMARK:** 1/2" IRON PIN FOUND  
ELEVATION: 618.1' MGD88  
GRID: N 10118607.19' (US)  
GRID: E 3057244.34' (US)

**PLAT NOTES**

1. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
2. PROPERTY OWNER AND/OR HIS/HER AGENTS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER AGENTS.
4. WASTEWATER SERVICE WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.
5. LOT 51 IN THIS SUBDIVISION, MCCORMICK MOUNTAIN PHASE 1, ARE SUBJECT TO LORA ON-SITE SEPTIC SYSTEMS AND ALL PERMITS FOR ON-SITE SEPTIC SYSTEMS MUST BE APPROVED AND ISSUED BY THE LORA.
6. LOTS 60 AND 63 IN THIS SUBDIVISION, MCCORMICK MOUNTAIN PHASE 1, ARE SUBJECT TO BOTH LORA AND TRAVIS COUNTY ON-SITE WASTEWATER SYSTEMS. ALL PERMITS FOR ON-SITE WASTEWATER SYSTEMS MUST BE APPROVED BY BOTH THE LORA AND TRAVIS COUNTY. PERMITTING AGENCIES UNLESS A WRITTEN AGREEMENT IS MADE FROM ONE ENTITY TO THE OTHER.
7. LOTS 64 THRU 68 IN THIS SUBDIVISION, MCCORMICK MOUNTAIN PHASE 1, ARE SUBJECT TO THE TRAVIS COUNTY ON-SITE WASTEWATER JURISDICTION AND ALL PERMITS FOR ON-SITE SEPTIC SYSTEMS MUST BE APPROVED AND ISSUED BY THE TRAVIS COUNTY PERMITTING AGENCY.
8. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY SYSTEM PLANS MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY AND THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 17.
9. ALL LOTS ARE SUBJECT TO A PERMETER EASEMENT AS RECORDED IN DOC. # \_\_\_\_\_
10. NO STRUCTURES WILL BE OCCUPIED UNTIL CONNECTED TO THE WCSD #17 WATER SYSTEM AND PERMITTED INDIVIDUAL ON-SITE SEPTIC SYSTEMS.
11. ELECTRIC SERVICE WILL BE PROVIDED BY AUSTIN ENERGY, INC.
12. THIS SUBDIVISION IS LOCATED IN THE LAKE TRAVIS WATERSHED AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LAND DEVELOPMENT CODE PROVIDED THAT THE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PROPERTY ARE IN EFFECT ON MARCH 1, 1972.
13. THIS PROPERTY IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LORA WATERSHED MANAGEMENT AT 1-800-778-5272, EXTENSION 2324 FOR MORE INFORMATION.
14. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN AND TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VIOLATION OR REPLANTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
15. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER 8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
16. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND Ongoing MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
17. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY NEAR TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE CONSTRUCTION FOR THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
18. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT BUILDINGS SINGLE-FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LOC SECTION 50-1-181 AND THE ENVIRONMENTAL CRITERIA MANUAL FOR THIS PROJECT.
19. IMPERVIOUS COVER ON ALL PROPERTY HEREIN SHALL BE LIMITED IN ACCORDANCE WITH THE RESTRICTIVE COVENANT FILED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, DOCUMENT # \_\_\_\_\_
20. ALL PRIVATE DRIVEWAYS SHOWN HEREON (McCormick Avenida Point & McCormick Camino View) AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH DRIVEWAYS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.
21. LOT 54 IS RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT USE ACCESS EASEMENT DOCUMENT # \_\_\_\_\_
22. LOTS 55 AND 56 ARE RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT USE ACCESS EASEMENT DOCUMENT # \_\_\_\_\_
23. LOT 57 IS RESTRICTED TO ACCESS THROUGH THE PRIVATE JOINT USE ACCESS EASEMENT DOCUMENT # \_\_\_\_\_
24. LOTS 58 THROUGH 71 ARE PROHIBITED FROM ACCESS TO WATUMBA ROAD AND MCCORMICK MOUNTAIN DRIVE.

**SLOPE EASEMENTS**  
SCALE: 1"=100'



3813 Williams Drive, Suite 303  
Georgetown, Texas 78628  
(512) 930-1808/(512) 930-8388 fax  
www.CastleberrySurveying.com

SHEET  
2 OF 3

FINAL PLAT OF  
**McCORMICK MOUNTAIN SUBDIVISION, PHASE 1**  
 12.32 ACRES OUT OF THE LEONARD ECK SURVEY No.162, ABSTRACT No. 2433 & THE  
 LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS

**ON-SITE WASTEWATER SYSTEM PLAT NOTE**  
 EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED, AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY OF TRAVIS COUNTY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL, AND WATER WELL CONSIDERATIONS. LOTS 69 THRU 71 ARE SUBJECT TO LORA ON-SITE WASTEWATER REVIEW.

LORA O&S REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_  
**TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES FOR LOTS WITH STEEP SLOPES**

- THESE WASTEWATER PROGRAM NOTES ARE FOR THE LOTS IN TRAVIS COUNTY (TC) JURISDICTION. THE TC LOTS ARE LOCATED ON THE SOUTHWEST CORNER OF THE PLAT DRAWING. TO LOTS 69, 70, 71 ARE SEPARATED FROM LOTS IN LORA JURISDICTION BY THE LONG DASHED LINE, AND LOTS 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
- TO LOTS IN THIS SUBDIVISION MUST COMPLY WITH THE "NOVEMBER 21, 1983, RULES OF TRAVIS COUNTY, TEXAS FOR PRIVATE SEWAGE FACILITIES: 8.04 LOT SIZE REQUIREMENTS - (a) Lot Size Criteria: (1), (2) and (3); - (b) Lot Size and Slope Requirements: (1), (2), (3), (4) and (5).
- NO CONSTRUCTION MAY BEGIN ON A TC LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE FACILITY (OSSF) ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- EACH TO LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE ONLY, PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TITLE 30, TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 288.2, (88).
- NO STRUCTURE ON A TO LOT IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE FACILITY (OSSF), WHICH HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE ON A TO LOT IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM, APPROVED PUBLIC WATER WELL, OR A PRIVATE WATER WELL.
- NO ON-SITE SEWAGE FACILITY (OSSF) MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE SEWAGE FACILITY SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- DEVELOPMENT ON ALL TO LOTS IN THE SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TCEQ TITLE 30, TAC CHAPTER 288, TRAVIS COUNTY CODE CHAPTER 48, AND "NOVEMBER 21, 1983, RULES OF TRAVIS COUNTY, TEXAS" NOTED IN 2. ABOVE.
- HOUSES LARGER THAN 3,000 SQ. FT. LIVING AREA, LIVING AREA DEFINED BY THE FOUNDATION SLAB OF A HOUSE, OR A REAL-TWO-STORY HOME OR BETTER, WITH STEEP SLOPES, MAY BE BUILT ON STEEP SLOPES, PROVIDED THE FOLLOWING REQUIREMENTS ARE MET: (a) FOUNDATION SHALL BE BUILT FROM EACH WALL TO THE NEIGHBORING WALLS AND STRUCTURAL STRONG SOILS SHALL BE USED TO SUPPORT THE INSTALLATION OF THE OSSF SO IT WILL COMPLY WITH THE REQUIREMENTS OF TCEQ TITLE 30, TAC CHAPTER 288, TRAVIS COUNTY CODE CHAPTER 48, AND THE ABOVE 11-21-23 RULES OF TRAVIS COUNTY. THE RETAINING WALLS AND ANY COMPACTED SOILS REQUIRED MUST BE DESIGNED BY A TEXAS LICENSED PROFESSIONAL ENGINEER WITH EXPERTISE IN GEOTECHNICAL DESIGN BASED ON THE PERCENT (% SLOPE OF EACH INDIVIDUAL TO LOT AND COMPLIANCE WITH THE ABOVE RULES OF TRAVIS COUNTY AND REGULATIONS OF THE STATE OF TEXAS, ANY REQUIRED GEOTECHNICAL DESIGN (NOTED ABOVE) COULD REQUIRE A LARGE AREA ON ANY ONE OF THE FOLLOWING 29 TO LOTS: 25 AND 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 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558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 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- IF, FOR SOME REASON, TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 (TC WCD NO. 17) COULD NOT PROVIDE WATER SERVICE TO THE TO LOTS NOTED ABOVE IN NOTE 8, THEN DEVELOPMENT WITH WATER WELLS AND OSSF'S ON EACH TO LOT WOULD VERY LIKELY BE NECESSARY.
- THESE RESTRICTIONS FOR DEVELOPMENT ON THE AFORESAID TO LOTS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM, AND OR LOT OWNERS IN THE SUBDIVISION.
- LOTS 54 THRU 70 ARE SUBJECT TO TRAVIS COUNTY ON-SITE WASTEWATER SYSTEM REVIEW.

**WATERWAY BUFFER ZONE**  
 THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS AND LAKES. NO STRUCTURE OR IMPROVEMENTS OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LCRA RULES, MAY BE PLACED OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIFIC PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE LCRA. ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENT FOR THE PROTECTION OF THE ENVIRONMENT. THE EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE VEGETATION. THE EASEMENT MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY. ANY DRIVEWAYS CROSSING THE WATERWAY BUFFER ZONE WILL REQUIRE WRITTEN APPROVAL FROM THE LCRA.

LOWER COLORADO RIVER AUTHORITY \_\_\_\_\_ DATE \_\_\_\_\_  
 SURVEYOR'S CERTIFICATION

I, CLYDE C. CASTLEBERRY, JR., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF AUSTIN, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

DATE OF SURVEY: JULY 14, 2008  
 BEARING: TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE)

CLYDE C. CASTLEBERRY, JR.  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835  
 STATE OF TEXAS



CASTLEBERRY SURVEYING, LTD.  
 3613 WILLIAMS DRIVE, STE. 903  
 GEORGETOWN, TEXAS 78626  
 (512) 930-1600

**COMMISSIONERS' COURT RESOLUTION**

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH; THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR IMPROVED IN SUCH PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLUMB OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS,

**EXHIBIT "D"**

LCRA Highland Lakes Watershed Ordinance

**LOWER COLORADO RIVER AUTHORITY  
HIGHLAND LAKES WATERSHED ORDINANCE**

**Approved: November 16, 2005**

**Effective: February 1, 2006**

**Quarry and Mine Amendments Approved: February 21, 2007**

**Quarry and Mine Amendments Effective: March 1, 2007**

# HIGHLAND LAKES WATERSHED ORDINANCE

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# HIGHLAND LAKES WATERSHED ORDINANCE

## SECTION 1. TITLE AND SCOPE

This Ordinance shall be known and may be cited as the LCRA Highland Lakes Watershed Ordinance. This Ordinance shall apply to the Lake Travis watershed in Travis County, the portions of Burnet County and Llano County in the Colorado River Watershed identified on the official Ordinance Watershed Map, adopted as part of the Ordinance. See Attachment 1 – Ordinance Watershed Map.

## SECTION 2. AUTHORITY

This Ordinance is promulgated under the authority of the LCRA Enabling Act, specifically Texas Water Code Section 222.004 (a), (d), (e) (q) and other applicable law.

## SECTION 3. DEFINITIONS

**Acre:** A unit of area equal to 43,560 square feet.

**Adjacent Property Owner:** A Landowner or Land User whose property line, or any portion thereof directly borders or touches a property line belonging to the property, or properties, for which the LCRA has received an application for a Permit pursuant to this Ordinance.

**Active Quarry/Mine:** A Quarry or Mine that is in Continuous Operation or as determined on a case by case basis by LCRA during the annual investigation in cooperation with the owner/operator.

**Affected Person:** Any Person who has a personal, justiciable interest and whose legal rights, duties or privileges may be adversely affected by Stormwater Runoff Pollution from any proposed Development for which a Permit is required under this Ordinance.

**Aggregate:** Any commonly recognized construction material originating by the disturbance of the surface, including dirt, soil, rock asphalt, clay, granite, gravel, gypsum, marble, sand, shale, stone, caliche, limestone, dolomite, rock, rip rap, dimension stone, minerals, or other similar substance.

**Agricultural Activities:** All activities associated with the production of livestock or use of the land for planting, growing, cultivating and harvesting crops, or participating in a wildlife management plan.

**Alternate Standards:** Requirements that may apply to a Single-family Subdivision Development or Commercial Development meeting the performance standards found in Section 5(b)(2)(i) and (ii).

**Applicant:** A Landowner or Land User (or their duly authorized designee) who applies for a Permit under this Ordinance.

**Best Management Practices (BMPs):** Those practices, including but not limited to those described in LCRA's Technical Manual that effectively manage Stormwater Runoff quality and volume.

**Best Management Practice (BMP) Maintenance Permit** – A Permit for the maintenance of permanent BMPs.



**Board:** The Board of Directors of LCRA.

**Buffer Zone:** Vegetated area free of Impervious Cover adjacent to a Creek, river or natural drainageway.

**Cluster Development:** A confined area of housing or Commercial Development that is separated from other Development areas by undeveloped land.

**Colorado River Watershed:** All area draining into the Colorado River in Texas.

**Commercial Development:** All Development other than open space, a Single-family Residence, or Single-family Subdivision Development excluding a Quarry or Mine.

**Continuous Operation:** A Quarry or Mine where surface or subsurface Excavation, stockpiling, Quarry and Mine site improvements, sales of material, shipping of material, processing and/or reclamation has occurred within the past one (1) year by the Quarry/Mine Owner or Operator.

**Creek:** A well-defined channel that can convey running water.

**Development:** All land modification activity, including the construction of buildings, roads, paved storage areas and parking lots for single-family subdivisions, multi-family, retail, medical, educational, and Commercial Development. Development also includes, but is not limited to, any land disturbing construction activities or human-made change of the land surface including clearing of vegetative cover, excavating, leveling, grading, contouring, and the deposit of refuse, waste, or Fill. Care and maintenance of lawns, gardens, and trees, minimal clearing (a maximum of 15 feet wide for development project surveying and testing and 20 feet wide for quarry exploration), and Agricultural Activities are excluded from this definition.

**Development Permit** – A Permit for Development of land within the jurisdictional area specifically addressing Best Management Practices for control of Stormwater Runoff Pollution resulting from Development. Development Permits may also address the installation of utility infrastructure by private Landowners and Land Users.

**District:** LCRA's 10-county statutory District, comprised of San Saba, Llano, Burnet, Blanco, Travis, Bastrop, Fayette, Colorado, Wharton and Matagorda counties.

**Disturbed:** The land surface that is modified by activities such as clearing, grading, filling, and Excavation.

**Dredge:** The removal of material from below the stated normal conservation pool elevations of the lakes.

**Erosion:** The detachment and movement of soil, sediment or rock fragments by wind, water, ice or gravity.

**Excavation:** The removal of earthen material, rock, or soil to create a depression below the original topography. When used in reference to a Quarry/Mine, the removal of said material in a commercially significant quantity.

**Existing Development:** Any completed Development and any property that has obtained final plat approval from a governmental entity prior to February 1, 1990, in the Lake Travis Watershed in Travis County or March 19, 1992, in Llano County or Burnet County in the Colorado River Watershed as reflected in Attachment 2. Provided that a property has not been replatted after February 1, 1990 in Travis County and March, 19, 1992 in Burnet and Llano Counties.

**Fast Track Permit:** A Permit for Development that complies with Alternate Standards. The Fast Track Permit is issued in a shorter time period than the standard Development Permit due to Site planning approaches that limit water quality impacts.

**Fill:** Any material, structure, wall, rip-rap or revetment below the stated normal conservation pool elevations of the lakes.

**Final Stabilization:** All soil disturbing activities at the Site that have been completed and a uniform (e.g. unevenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures, such as rip-rap, gabions, or geotextile fabric, have been employed.

**General Utility Permit:** A Permit designed for utility construction in a public right-of-way by a Public Utility whereby the Public Utility complies with the Ordinance and the LCRA Technical Manual. The General Utility Permit covers all routine construction, maintenance and repair work anywhere within the jurisdictional area without having to obtain a Permit for each project.

**Groundwater Conservation District:** Means a groundwater conservation district as it is defined in Chapter 36, Texas Water Code, currently defining a "groundwater conservation district" as a district created under Section 52, Article III and Section 59, Article XVI Texas Constitution, that has the authority to regulate the spacing of water wells, the production from water wells, or both.

**Impervious Cover:** Impermeable surfaces, such as pavement, sidewalks or rooftops that prevent the infiltration of water into the soil.

**Innovative BMPs:** Those practices designed by the Applicant's engineer to meet or exceed LCRA's performance standards but which are not described in LCRA's Technical Manual.

**Landowner:** Any Person holding legal or equitable title to or having a fee simple ownership interest in land.

**Land User:** Any Person operating, leasing, renting or having made other arrangements with the Landowner by which the Landowner authorizes use of his or her land.

**LCRA:** Lower Colorado River Authority

**LCRA General Counsel:** The General Counsel of the LCRA or his/her designee.

**LCRA General Manager:** The General Manager of the LCRA or his/her designee.

**LCRA Technical Manual:** The manual developed by LCRA that detail various BMPs that achieve the standards set forth in Section 5 of this Ordinance. The LCRA Technical Manual, including amendments to the Manual that have been or will be made pursuant to Section 13(b) of this Ordinance, is incorporated herein by reference as if set forth in full.

**Low Impact Development:** Site and subdivision Development that incorporates design approaches that mimic the existing hydrologic conditions while employing localized Pollution prevention measures to manage hydrology and water quality.

**Master Plan:** A conceptual plan of a multi-phased Development showing the order of Phased Development, environmental features (such as Creeks, tributaries, slopes, etc.), roads, and proposed location of water quality protection measures for the Development.

**Mine:** An Excavation in the earth from which ores, coal, limestone or other mineral substances are being or have been removed by excavation or other mining methods. A Mine shall include an area of land or surface actively or previously mined for the production of dimension stone, crushed or broken stone, construction sand and gravel, clay, and/or industrial sand.

**Ordinance:** Highland Lake Watershed Ordinance. This Ordinance is a merger and combination of amendments to the former Lake Travis Nonpoint Source Pollution Control Ordinance and the former Upper Highland Lakes Nonpoint Source Pollution Control Ordinance (the Ordinances). The Ordinances are combined and renamed the Highland Lakes Watershed Ordinance. The Lake Travis Nonpoint Source Pollution Control Ordinance and the Upper Highland Lakes Nonpoint Source Pollution Control Ordinance shall continue in effect until February 1, 2006, although the separate requirements of these former Ordinances are now combined in this Ordinance.

**Ordinance Watershed Map:** Map accompanying the LCRA Ordinance and LCRA Technical Manual that delineates the area subject to the Ordinance coverage as shown in Attachment 1.

**Permit:** An authorization issued by LCRA in accordance with the procedures prescribed in this Ordinance including an authorization to especially address BMPs for control of stormwater runoff pollution resulting from Development and Quarry activities.

**Permit Amendment:** A revision to a Development Permit issued by LCRA after an application for such amendment has been received and reviewed, and the expansion, Redevelopment, or modification plans have been found to be in compliance with this Ordinance and the LCRA Technical Manual. Permit Amendment procedures are described in the LCRA Technical Manual.

**Permittee:** A Landowner or Land User authorized to undertake land Development activities pursuant to a Permit granted according to the provisions of this Ordinance.

**Person:** Any individual, organization, trust, partnership, firm, association, public or private corporation, Political Subdivision or any other legal entity.

**Phased Development:** Development of land according to a Master Plan which occurs in stages and over an extended period of time.

**Pit:** An open Excavation not less than five (5) feet below the adjacent and natural ground level from which Aggregate has been or is being extracted for a Quarry/Mine activity.

**Political Subdivision:** A city, county, district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution and any other political subdivision of the state.

**Pollution:** Alteration of the physical, thermal, chemical or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, Vegetation, property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

**Project:** Development, Mine or Quarry that is subject to the Ordinance.

**Quarry:** A Site where Aggregates are being or have been removed or extracted from the earth to form the Pit or Mine, including the entire Excavation, stripped areas, haulage ramps, and the land under ownership, lease, or mineral rights immediately adjacent thereto upon which the plant processing the raw materials is located, exclusive of any land owned or leased by the Quarry Operator/Owner not being currently used in the production of Aggregate.

**Quarry/Mine Exploration:** Activities including but not limited to core drilling, testing, and sampling to determine Aggregate type and volume.

**Quarry/Mine Operator:** Any person, partnership, firm, or corporation engaged in and responsible for the physical operation and control of the extraction of Aggregate.

**Quarry/Mine Owner:** Any person, partnership, firm, or corporation having title, in whole or in part, to the land on which an Aggregate operation exists or has existed.

**Quarry/Mine Permit:** A Permit for quarrying and mining within the jurisdictional area specifically addressing Best Management Practices for control of Stormwater Runoff Pollution resulting from mines and quarry activities

**Reclamation:** The process of removing structures, equipment, re-grading and re-vegetating as necessary for restoration of land affected by quarrying/mining to protect water quality and maintain compliance with this Ordinance.

**Redevelopment:** Any rebuilding, renovation, replat of property, revisions, remodel, reconstruction of an Existing Development or redesign of an Existing Development occurring after February 1, 1990, in the Lake Travis Watershed in Travis County, or March 19, 1992 in Llano County or Burnet in the Colorado River Watershed as reflected in Attachment 2, and which does not cumulatively increase Impervious Cover by 10,000 square feet or more.

**Sedimentation:** Deposition of detached soil particles.

**Shoreline Stabilization:** The construction of structures such as revetment, rip-rap, retaining walls, bulkheads as defined in the LCRA Technical Manual and any approved innovative practices constructed to stabilize the shoreline of a body of water.

**Single-family Subdivision Development:** A Development subdivision consisting of two or more Single-family Residences.

**Single-family Residence:** One- and two-family dwelling units designed for occupancy by one or two families as a residence.

**Site:** The property boundaries encompassing a Development, Quarry, or Mine and the area described within a Permit application.

**Stormwater Runoff:** The portion of the precipitation on the land that flows over the surface and may reach Creeks, rivers, and/or lakes.

**Stormwater Runoff Pollution:** Pollution that is caused by or attributable to diffuse sources. Typically, Stormwater Runoff Pollution results from land runoff, precipitation, atmospheric disposition or percolation.

**Structural BMPs:** A Best Management Practice requiring construction using concrete, steel, mechanical systems, piping, grading, filing or other structural materials or techniques as part of a water quality facility that detains or retains stormwater runoff. Vegetation practices such as buffer areas, filter strips, swales, and certain wetland types are not considered Structural BMPs.

**Texas Commission on Environmental Quality Stormwater Pollution Prevention Plan (TCEQ SWPPP):** The plan defined in the Construction Stormwater General Permit or Multi-Sector Industrial Permit to manage construction activities to minimize the discharge of sediment and pollutants during construction of a Development or operation of a Quarry.

**Utility:** A Person that owns or operates, for compensation, facilities or equipment for producing, generating, transmitting, selling or furnishing services including electricity, petroleum products, water, natural gas, sewer service, cable or telephone services.

**Vegetation:** Plant life or total plant cover on a land surface.

**Water Operations Committee:** The LCRA Water Operations Committee of the LCRA Board of Directors or any subsequent Board Committee established and designated by the LCRA Board to consider appeals pursuant to this Ordinance.

## **SECTION 4. PERMIT DETERMINATION**

### **Subchapter A – Development Activity**

(a) **Exemptions.** The following are exempt from the provisions of this Ordinance and are not required to file an application for or obtain a Permit pursuant to this Ordinance:

(1) **Development** within a Political Subdivision that has adopted and maintains in effect LCRA's Ordinance and enters into an inter-local agreement with LCRA; or

- (2) **Development** within a Political Subdivision that has adopted an Ordinance that LCRA determines provides for management of stormwater Pollution that is equal to or greater than that provided by this Ordinance and the Political Subdivision enters into an interlocal agreement with LCRA agreeing that the Ordinance shall apply to any Development that receives an exemption, waiver or variance from the Municipal Ordinance if such exemption, waiver or variance will cause significant Stormwater Runoff Pollution; or
- (3) **Dredge and Fill activities** as defined in the Ordinance and provided that the activities comply with the LCRA Dredge and Fill Standards of the Technical Manual. Projects that dredge more than 500 cubic yards or disturb more than 500 linear feet of shoreline shall provide written notification per Section 4 (b); and
- (4) **Agricultural Activities** as defined in this Ordinance.

**(b) Written Notification.** Landowners or Land Users who conduct Development or Redevelopment within the area subject to the jurisdiction of this Ordinance shall be allowed to conduct such activities **without obtaining a Permit** if the Development or Redevelopment falls within any one of the following subsections and the associated conditions are met. Written notification to LCRA is required prior to commencing the activity. In the written notification, the Applicant shall demonstrate how the activity falls within the provisions of this subsection.

Note: The purpose of this section is to authorize Development or Redevelopment to occur with little, if any, delay or paperwork. Failure to comply with a condition does not necessarily mean the activity cannot be authorized, but rather that the activity may need a Development Permit to be authorized.

- (1) Development or Redevelopment located on a property that obtained final plat approval from a governmental entity prior to February 1, 1990, in the Lake Travis watershed in Travis County, or March 19, 1992, in Llano County or Burnet County in the Colorado River Watershed. Provided that a property has not been replatted after February 1, 1990 in Travis County and March 19, 1992 in Burnet and Llano counties and that Erosion and Sedimentation Control is provided per Section 5, Subchapter A (d); or
- (2) Development, including a Single-family Residence that creates less than 10,000 square feet of Impervious Cover and less than one acre of land is Disturbed, provided that Erosion and Sedimentation Control is provided per Section 5, Subchapter A (d); or
- (3) Development of a Single-family Residence that creates more than 10,000 square feet of Impervious Cover and less than one acre of land is Disturbed provided that:
  - (a) Erosion and Sedimentation Control is provided per Section 5, Subchapter A (d); and
  - (b) The Site complies with the downstream buffer guidelines found in the LCRA Technical Manual.

- (4) Existing Development provided that Erosion and Sedimentation Control is provided per Section 5, Subchapter A (d); or
- (5) Redevelopment provided that the cumulative increase in Impervious Cover is less than 10,000 square feet and less than one acre of land is Disturbed, and that Erosion and Sedimentation Control is provided per Section 5, Subchapter A (d); or
- (6) Dredge and Fill activities that dredge more than 500 cubic yards or disturb more than 500 linear feet of shoreline provided that activities comply with LCRA Dredge/Fill Standards.

**(c) Development Permit.** A Development Permit is required for:

- (1) Development or Redevelopment that creates more than 10,000 square feet of Impervious Cover or Disturbs more than one (1) acre of land or is unable to satisfy the conditions found in Section 4, Subchapter A (a) or 4(b). Development or Redevelopment activity shall be subject to the performance standards found in Section 5 Subchapter A and all other requirements of this Ordinance.
- (2) Development or Redevelopment that is proposing to meet the Alternate Standards found in Section 5. A Development Permit issued under this subsection will be considered a Fast-Track Permit.

**SUMMARY OF REQUIREMENTS FOR DEVELOPMENT PROJECTS  
As Designated with "X"**

If Your Project is:	Notification Only No Permit Required	Permit	Pre Planning <sup>1</sup>	WQ Volume <sup>2</sup>	Alt Standards <sup>3</sup>	Buffer Zones <sup>4</sup>	Temp ESC <sup>5</sup>	LID <sup>6</sup>
Development <10,000 sq ft. Impervious Cover & < 1 acre disturbance	X						X	
SF Home >10,000 sq ft. Impervious Cover & < 1 acre disturbance	X						X w/buffer guidelines	
SF/Commercial Development <15% gross Impervious Cover, CD <20% Impervious Cover		X Fast-Track Permit <sup>8</sup>	X SF > 20 acres, COMM > 3 acres		X	X	X	X
SF Development >15% gross		X	X Greater than 20 acres	X		X	X	X
Commercial < 3 acres		X Fast-Track Permit		Optional	X	X	X	X
Commercial > 3 acres		X	X	X		X	X	X

1. Pre-development planning – Meeting with LCRA and development team at concept plan stage - Section 5, Subchapter A (a)
2. Water quality volume – Runoff volume to be captured based on the one-year storm Section 5, Subchapter A (b)
3. Alternate Standards – Use of Vegetative Filter Strips, no storm drain, no curb and gutter and sheet flow should be used to achieve compliance in Section 5, Subchapter A (b)
4. Buffer Zones – Creek protection based on Section 5, Subchapter A (c)
5. Temporary Erosion and Sedimentation controls – Erosion control per TCEQ SWPPP and LCRA Technical Manual in Section 5, Subchapter A (d)
6. LID – Low impact development techniques to achieve compliance are available as an option to limit structural control use and/or size.
7. CD – Cluster Development
8. Fast Track Permit – Reduce Permit review time and fees

**(d) BMP Maintenance Permit.** A BMP Maintenance Permit shall be issued to the developer or his assignee upon completion of construction of the infrastructure and permanent BMP facilities required by the Development Permit and receipt of the engineer's certification. In the event that the Landowner, maintenance association or Property Owner's Association does not accept the assignment, the developer shall remain subject to the terms of the Development Permit or BMP Maintenance Permit, as applicable, until an assignment occurs or until the maintenance association, Property Owner's Association, or Landowner accepts issuance of a BMP Maintenance Permit. A BMP Maintenance Permit fee for permanent BMPs shall be as described in the fee schedule approved by the Board.

**(e) General Utility Permit.** A General Utility Permit holder is not required to obtain a Development Permit for routine utility construction or maintenance if covered by the General Utility Permit. The General Utility Permit covers routine construction and maintenance/repair work without requiring a Permit for each separate project. A notice of intent, Erosion control plan and appropriate fees must be submitted to LCRA prior to commencing construction on each utility projects. If the utility project proposes Impervious Cover that is greater than what is described in Section 4(b), a Development Permit is required.



Utilities may operate construction Sites pursuant to this Ordinance and the LCRA Technical Manual. A Utility shall submit a notice of intent prior to commencing construction on any utility project. The Utility shall comply with the utility construction measures in the LCRA Technical Manual.

Activities which are authorized under a General Utility Permit include: Water and wastewater distribution facilities and associated appurtenances (manholes, valves, hydrants, pumps); liquid or gas distribution facilities and associated appurtenances; stormwater collection and distribution facilities and associated appurtenances; electrical distribution facilities; telecommunication lines and distribution facilities; and any other similar utility line or distribution facilities.

The General Utility Permittee is required to comply with any other applicable federal, state and local laws and regulations.

**(f) Dredge and Fill Activities.** Persons constructing stabilization projects on water front lots must comply with the following:

- (1) No reclamation of land including land lost to natural Erosion processes or flood events is allowed.
- (2) Dredge and Fill Activities are subject to the U.S. Army Corps of Engineers regulations for approval of Dredge and Fill activities along the Highland Lakes.
- (3) Dredge and Fill Activities are subject to the Dredge and Fill Standards located in the LCRA Technical Manual.
- (4) Dredge and Fill activities that dredge more than 500 cubic yards or disturb more than 500 linear feet of shoreline shall provide written notification per Section 4, Subchapter A (b).

#### **Subchapter B – Quarry/Mine Activity**

**a) Exemptions.** The following are exempt from the provisions of this Ordinance and are not required to file an application for or obtain a Permit pursuant to this Ordinance:

(1) **Quarry or Mine Exploration** by a Quarry/Mine Owner or Operator to obtain Aggregate samples for determining viability of a property as a Quarry or Mine. Materials obtained are not to be used for commercial sale. Quarry/Mine Exploration that Disturbs more than one (1) acre of land will need to consider the preparation of a Stormwater Pollution Prevention Plan per the TCEQ Construction Stormwater General Permit. No submittals are necessary to LCRA.

(2) **Quarry/Mine Acknowledgement.** A property that is owned or leased by a Quarry/Mine Owner or Operator and as evidenced by a deed, existing lease, or provides reasonable evidence of possession and use as of March 1, 2007 (effective date of Quarry and Mine ordinance amendments) and has an Active Quarry or Mine. To gain acknowledgement, a Quarry/Mine Owner or Operator will submit the above information to

LCRA depicting the Quarry/Mine Activity. LCRA will provide an acknowledgement letter certifying the quarry operation status.

- (i) Development, as defined in this Ordinance and as part of a Quarry/Mine shall be subject to the applicable provisions in this Ordinance, including Section 4, regarding Development Permits.
- (ii) Acknowledged Quarries and Mines are encouraged to contact LCRA to gain input in a voluntary advisory role on recommendations toward the protection of ground and surface water quality

- b) Written Notification.** Landowners or Land Users who conduct Quarry and Mine activities within the area subject to the jurisdiction of this Ordinance shall be allowed to conduct such activities **without obtaining a Permit** if the Quarry or Mine activities create less than 10,000 square feet of Impervious Cover and will Disturb less than five (5) acres of land, are located outside of a Buffer Zone, and provide Erosion and Sedimentation Control in accordance with Section 5, Subchapter B (d) and achieves Final Stabilization. Written notification to LCRA is required prior to commencing the activity. In the written notification, the Applicant shall demonstrate how the activity falls within the provisions of this subsection.
- c) Quarry/Mine Certification.** A property that is owned or leased by a Quarry/Mine Owner or Operator as evidenced by a deed, existing lease or provides reasonable evidence of possession and use as of March 1, 2007 (effective date of Quarry and Mine ordinance amendments), does not have an Active Quarry or Mine, and proposes Quarry or Mine activities that will create more than 10,000 square feet of impervious cover or will Disturb more than five (5) acres of land shall submit an application pursuant to Section 6 Subchapter B and be subject to the performance standards in Section 5 Subchapter B and all other requirements of this Ordinance excluding Section 6, Subchapter A. Development, as defined in this Ordinance, shall be subject to the applicable provisions of this Ordinance, including Section 4 Subchapter A regarding Development Permits.
- d) Quarry/Mine Permit** A property that is owned or leased by a Quarry/Mine Owner or Operator as evidenced by a lease or deed and is leased or acquired after March 1, 2007 (effective date of Quarry and Mine ordinance amendments) and proposes Quarry or Mine activities that will create more than 10,000 square feet of impervious cover or will Disturb more than five (5) acres of land and does not have an Active Quarry or Mine shall submit an application pursuant to Section 6 Subchapter A and be subject to performance standards in Section 5 Subchapter B and all other requirements of this Ordinance excluding Section 5 Subchapter A. Development activities within the boundaries of a Quarry or Mine shall be regulated pursuant to the requirements in Section 4, Subchapter A of this Ordinance. However, any Development Permit provisions and requirements shall be combined with the provisions and conditions of the Quarry/Mine Permit so as to only require a Quarry or Mine to file a single, combined, Development and Quarry/Mine Permit Application.

## SECTION 5. WATER QUALITY PERFORMANCE STANDARDS

### Subchapter A - DEVELOPMENT ACTIVITY

(a) **Pre-development Planning.** A pre-development/concept plan meeting shall occur for all Single-family Development greater than 20 acres in area and all Commercial Development greater than three acres in area. The meeting will focus on land plan, slopes, buffers, and water quality management practices, and may include a Site investigation. For Commercial Development greater than three acres in area and for all other Single-family Development greater than 20 acres in area, a Development Permit application can only be submitted after the completion of this task. Additional guidance is found in the LCRA Technical Manual. All Developments required to obtain a Development Permit shall achieve the following performance standards in Section 5, Subchapter A (b)-(e):

(b) **Water Quality Management.**

(1) **Water Quality Volume.** For the protection of water quality and drainage ways from channel Erosion and stormwater runoff pollution, each Development project subject to these performance standards shall provide water quality volume in approved BMPs found in the LCRA Technical Manual. The required water quality volume is based on the one-year storm runoff volume as defined in the LCRA Technical Manual. In addition, Development projects can use Low Impact Development methodologies as identified in the LCRA Technical Manual to reduce or avoid stormwater storage volume requirements.

(2) **Alternate Standards.** Single-family Development that meets the criteria in (i) or Commercial Development that meets the criteria in (ii) need not comply with subsection 5(b)(1). Compliance with this subsection will result in the reduction in Permit fees, potentially reduced engineering fees, Permit issuance within 30 calendar days from declaration of administrative completeness if all aspects of this section are met, with no requirement for a BMP Maintenance Permit and the associated fees.

(i) Development

(a) The gross Impervious Cover is 15 percent or less and the cluster development sections have 20 percent or less gross Impervious Cover.

(b) Street and drainage network is designed to include the use of open-roadway sections, ribbon curb and maintenance of sheet flow.

(c) Impervious Cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods can be used to gain compliance as defined in the LCRA Technical Manual.

- (ii) Commercial Development.
  - (a) Projects less than three acres in area can achieve compliance with this section through the use of vegetated filter strips and flow spreading methodologies as identified in the LCRA Technical Manual.
  - (b) Impervious Cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods can be used to gain compliance as defined in the LCRA Technical Manual.
- (c) **Buffer Zones.** Buffer Zones protect waterways and aquatic resources from the short and long term impacts of Development activities. Buffer Zones shall remain free of construction, Development, or other alterations except for utility and roadway crossings. The number of crossings through Buffer Zones should be minimized according to the guidance located in the LCRA Technical Manual. No stormwater treatment facilities, golf courses, septic systems or wastewater irrigation shall be located in the Buffer Zone. Stormwater discharge from the Development shall be dispersed into overland patterns before reaching the Buffer Zone.
  - (1) **Buffer Zones in Burnet and Llano Counties Requirements:** A Buffer Zone shall be established at a width of 25 feet from the top of the channel bank on both sides of the Creek. This applies to Creeks or swales draining more than five acres of area, excluding roadside swales.
  - (2) **Buffer Zones in Travis County – Two Options:**
    - (i) **Option 1: Buffer Zones**
      - (a) Creeks or swales draining less than 40 acres but more than five acres, excluding roadside swales, shall have a minimum buffer width of 25 feet from the centerline of the Creek or swale.
      - (b) Creeks or swales draining less than 128 acres but more than 40 acres shall have a minimum buffer width of 75 feet from the centerline of the Creek or swale.
      - (c) Creeks draining less than 320 acres but more than 128 acres shall have a minimum buffer width of 100 feet from the centerline of the Creek or swale.
      - (d) Creeks draining less than 640 acres but more than 320 acres shall have a minimum buffer width of 200 feet from the centerline of the Creek or swale.
      - (e) Creeks draining 640 acres or greater shall have a minimum buffer width of 300 feet from the centerline of the Creek or swale.

(ii) **Option 2: Floodplain Buffer Zone.** For Creeks or rivers draining less than 40 square miles but more than five acres, excluding road side swales, the Buffer Zone shall extend a minimum of 25 feet from the 100-year floodplain boundary paralleling each side of the Creek or swale. The 100-year floodplain shall be based on the fully developed conditions as approved by LCRA.

For Creeks or rivers draining more than 40 square miles, the Buffer Zone shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by LCRA.

Management of the Buffer Zone through LCRA's Creekside Conservation Program and other programs is encouraged to develop healthy and dense buffer areas that improve water quality protection and groundwater recharge. Refer to the LCRA Technical Manual for guidance on riparian corridor management.

- (d) **Erosion and Sedimentation Control.** Erosion and Sedimentation shall be controlled throughout the Development process in accordance with the LCRA Technical Manual.
- (1) Development of and adherence to a TCEQ SWPPP shall be considered to meet the requirement for Erosion and Sedimentation control. The Permittee shall make the SWPPP inspection records and reports available to LCRA upon request.
  - (2) Site disturbance must be phased to limit soil Erosion, and Final Stabilization shall be accomplished with each phase.
  - (3) Prior to the commencement of construction, LCRA will provide training materials to the contractor including: preservation of existing Vegetation (minimize disturbance), construction phasing, installation and maintenance of temporary Erosion controls, re-seeding, and Buffer Zone protection. LCRA will meet with the contractor and review the training materials and inspect the temporary Erosion controls at the time construction begins.
- (e) **Water Quality Education.** A recipient of a Development Permit shall implement a water quality education program using LCRA and/or other LCRA approved water quality education materials that focus on water quality protection.
- (f) **Monitoring and Reporting.** If a project proposes Innovative BMPs, LCRA may require, as a condition of issuing a Permit, water quality performance monitoring of certain BMPs. Water quality monitoring shall last a period of at least three years. The cost of monitoring will be borne by the Applicant. During the monitoring period, the Applicant shall submit annual reports showing the results of the monitoring efforts. The pollutant parameters to be monitored shall be determined at the time of Permit issuance. The monitoring and reporting must be satisfactory prior to issuance of the BMP Maintenance Permit. An irrevocable letter of credit equal in value to the permanent BMPs must be posted prior to the issuance of this Permit and survive the monitoring period.

## **Subchapter B QUARRY AND MINE ACTIVITY**

(a) **Pre-Quarry/Mine Planning.** (1) A concept plan meeting shall occur for all Quarry/Mine Projects that are subject to obtaining a Certification or Permit per Section 4, Subchapter B. The meeting should focus on potential Disturbed area, slopes, buffers, water diversions, water quality management practices, and may include a Site investigation. No submittals are required at this meeting. This meeting can aid the applicant in determining ordinance requirements and conditions prior to extensive effort in preparing a water quality protection plan. A Quarry/Mine Permit and Quarry/Mine Permit by Rule application can only be submitted after the completion of this task. Additional guidance for preparing an application is found in the LCRA Technical Manual.

(2) If applicable, the owner/applicant should contact the local Groundwater Conservation District of the plan to initiate a quarry facility.

(3) All Mines and Quarries required to obtain a Quarry/Mine Certification or Permit shall achieve the following performance standards in Section 5, Subchapter B (b)-(f):

### **(b) Water Quality Management.**

#### **(1) Project Area not Discharging to Pit:**

a. For the protection of water quality, Mine and Quarry projects subject to these performance standards shall provide water quality volume in approved BMPs found in the LCRA Technical Manual.

b. The required water quality volume is based on the one-year (3-hour) storm runoff volume as defined in the LCRA Technical Manual. This applies to parking lots, drives, buildings, etc. (development) that are similar to typical land development projects. In addition, mine and quarry projects can use Low Impact Development methodologies as identified in the LCRA Technical Manual to reduce or avoid stormwater storage volume requirements. A BMP Maintenance Plan shall be prepared for these facilities.

c. For areas of exposed material stockpiles and non-stabilized active areas not draining to the Pit, the Quarry/Mine project shall provide water quality volume in approved BMPs found in the LCRA Technical Manual. The required water quality volume is based on the 10-year (24-hour) storm runoff volume as defined in the LCRA Technical Manual.

#### **(2) Project Area Discharging to the Pit**

a. An applicant for a Quarry/Mine Permit must demonstrate that a Pit, intended to be used as a permanent BMP, is of sufficient size to contain the runoff volume of the 10-year (24-hour) storm without discharge during such a rain event.

b. The runoff volume is derived from contributing drainage area to the Excavation.

c. The applicant will utilize information developed in Section 5, Subchapter B (b)(4), (Submittals to LCRA) to limit sediment discharge into karst features.

d. Recharge features with a surface opening greater than one square foot in area that are located on the floor of the quarry or mine should be sealed or protected in order to prevent sediment from infiltrating with stormwater runoff.

### **(3) Other Local, State, and Federal Regulations**

a. The Mine or Quarry owner, or the owner's authorized agent, shall provide LCRA with copies of, or access to all plans, reports, and approvals from other regulatory agencies, including, but not limited to, the following:

EPA – NPDES permit, Spill Prevention Control, Containment, and Countermeasures  
MSHA/OSHA- Hazard Communications Plan

US Army Corps of Engineers – 404 permits and/or letters of permission if necessary

TCEQ – TPDES Industrial Sector Permit, Multi-Sector General Stormwater Permit and Stormwater Pollution Prevention Plan

TPWD – Marl, Sand, and Gravel Mining in Public Waters of the State

b. If applicable, the Quarry/Mine Owner or Operator shall provide documentation of compliance with a Groundwater Conservation District Requirements.

### **(4) Submittals to LCRA**

(a) LCRA may require an applicant to submit certain information dependent upon the site conditions, planned Quarry or Mine activities, size of Quarry or Mine, and depth of Excavation. The necessary submittals will be determined in the Pre-quarry/mine planning meeting found in Section 5, Subchapter B, (a) of this Ordinance. LCRA will make a determination based upon sound science and professional standards for the appropriate submittals determined after its Pre-quarry/mine planning discussion with the applicant and the project's potential impacts on water quality. The following submittals may be required:

1. A **hydrologic report** prepared by a licensed professional engineer in Texas defining impoundments, streams, floodplains, and proposed drainage diversions including water quality BMPs within the proposed mine or quarry property boundary.

2. A **hydrogeologic report** prepared by a licensed professional geologist in Texas containing the aquifer identification, aquifer characteristics, drastic classification, recharge zones, any karst features and depth to water on the site, well inventory and/or springs within one mile of proposed mine or quarry property boundary and identify measures to protect groundwater recharge. The applicant will demonstrate compliance with setbacks from recharge features and public water supply wells according to the TCEQ source water protection program and if applicable, Groundwater Conservation District requirements.

3. A **mine or quarry plan** showing proposed mine or quarry boundaries, property limits, mining limits, approximate mining depths, drainage plan, creek crossings, diversions, a list of BMPs proposed for mined out areas as temporary sedimentation basins, and the type of mine or quarry proposed.

5. A **surface water monitoring plan** to supplement the TCEQ Multi-Sector General Stormwater Permit requirements. The owner/operator can use the TCEQ Multi Sector General Stormwater Permit as the plan, but shall monitor four (4) events per year and provide data in the annual report. Parameters tested in the monitoring plan may include but are not limited to Total Suspended Sediment, pH, oil and grease, and Total Organic Carbon.

6. A **general reclamation guidance plan** on potential final measures to protect water quality and maintain ordinance compliance once the Mining and Quarrying activities are complete. The plan may include guidance on vegetative cover within one-year of completion of excavation to restore areas to conditions that existed prior to the Excavation except on quarry walls and flooded areas, and reclamation of all structures, haul roads, and storage areas within one-year of completion of Excavation. In order to ensure that uncontaminated material is used as backfill, the guidance plan should include information from TCEQ's Rule Interpretation Summary Form 330-4.001.

(b) Once a Mine or Quarry operation is complete or has been abandoned, any subsequent Development will be subject to the conditions and terms of the Highland Lakes Watershed Ordinance, as amended, to protect water quality.

(c) The applicant will utilize the reports/plans listed in subsection Section 5, Subchapter B, subsection (b) above to design and utilize the appropriate water quality protection measures found in the LCRA Technical Manual to protect surface and groundwater quality.

(c) **Buffer Zones.** Buffer Zones protect waterways and aquatic resources from the short and long term impacts of construction activities. Buffer Zones shall remain free of construction, or other alterations except for utility and roadway crossings. The number of crossings through Buffer Zones should be minimized according to the guidance located in the LCRA Technical Manual. No stormwater treatment facilities or wastewater irrigation shall be located in the Buffer Zone.

(1) For Creeks or rivers draining more than 320 acres, the Buffer zone shall be a minimum width of twenty-five (25) feet from the top of the channel bank (as determined in hydrologic report) on each side of the creek/river. However, if the floodway boundary is beyond twenty five (25) feet from the top of the channel bank, the buffer zone shall be established at the floodway limit. The floodway may be determined from Federal Emergency Management Agency information or by an engineering study that is signed and sealed by a registered, licensed engineer. If the floodway is determined by an engineering study, the floodway shall be based on the fully developed conditions for the 100-year flood as approved by LCRA.



(2) Management of the Buffer Zone through LCRA's Creekside Conservation Program and other programs is encouraged to develop healthy and dense buffer areas that improve water quality protection and groundwater recharge. Refer to the LCRA Technical Manual for guidance on riparian corridor management.

(3) Sand and gravel operations obtaining a Texas Parks and Wildlife Department Sand, Gravel, Shell, and Marl or US Army Corps of Engineers authorization may be eligible for a variance from the buffer zone requirements found in this ordinance.

**(d) Erosion and Sedimentation Control.** Erosion and Sedimentation shall be controlled throughout the Quarry and Mine process in accordance with the EPA and TPDES Stormwater Pollution Prevention Plan and the LCRA Technical Manual.

(1) Development of and adherence to a SWPPP shall be considered to meet the requirement for Erosion and Sedimentation control. The Permittee shall make the SWPPP inspection records and reports available to LCRA upon request.

(2) Prior to the commencement of Quarry and Mine activities, LCRA will provide training materials to the owner/contractor. LCRA will meet with the owner/contractor and review the training materials and inspect the temporary Erosion controls at the time Quarry and Mine Activities begin.

**(e) Groundwater Quality Protection and Monitoring.**

(1) **Proposed Plan.** Based on site conditions, proposed activity, hydrogeologic report, and other submittals pursuant to Section 5, Subchapter B, subsection (b)(4), Submittals to LCRA, LCRA may require monitoring wells for water levels and water quality determination including background and down-gradient conditions. The sample frequency will be proposed by the applicant and approved by LCRA during the permit application process, based on professional practices regulated by the Texas Board of Professional Geoscientists and/or the Texas Board of Professional Engineers. A groundwater sampling plan will be prepared and parameters may include but not limited to water level or flow, pH, nitrate-nitrogen, Total Suspended Sediment, Volatile Organic Carbon, Total Organic Carbon and Total Dissolved Solids. If a groundwater district has jurisdiction, the sampling plan shall be designed to comply with the district guidelines.

a. **Background Conditions.** Background conditions may be established by adoption of historical data at existing wells or springs or by data collected by the applicant during operations, and/or by installation of monitoring wells and sampling of wells and springs up-gradient from the mine or quarry. Professional standards will be followed such as those set out in the "Handbook of Suggested Practices for the Design and Installation of Ground-Water Monitoring Wells" (EPA, 1991.)

b. **Down-gradient Conditions.** Down-gradient conditions may be monitored at wells and/or springs that could potentially be affected by quarry operations. New or existing wells may be used with well screens set at the appropriate interval recommended in the applicants' hydrogeologic report. Spring flow may be monitored at the spring outlet or by measurements and samples taken upstream and downstream of the spring.

Monitoring sites should be selected at locations that would isolate the effects of mining from other activities, if possible.

(2) **Design.** The data from Section 5, Subchapter B will be used to determine appropriate BMPs to protect groundwater quality, including structural and non-structural best management practices used in pits which collect runoff at the site.

(3) **Operation Phase, Mitigation.** If sampling, required pursuant to Section 5, Subchapter B, subsection (e)(1), verifies a contamination or potential contamination of ground water quality as a result of the Quarry/Mine activity, the Owner/Operator shall prepare a mitigation plan for LCRA approval within 30 days of notification from LCRA. Implementation of the mitigation plan shall occur within 60 days of LCRA's approval of the plan.

(4) **Reclamation/Closure.** Once the Quarry or Mine operation is properly closed/reclaimed, the monitoring plan established pursuant to Section 5, Subchapter B, subsection (e) can be terminated with proper closure and protection of all monitoring wells per the Texas Department of Licensing and Regulations Water Well Drillers Rules (Water Well Drillers located in the Texas Administrative Code and the statutory requirements of Chapter 1901, Texas Occupations Code, Title 12. Practices and Trades Related to Water, Health, and Safety).

(f) **Reporting.** All records required by the LCRA Quarry/Mine Permit and other agencies shall be kept onsite while the facility is in operation. If monitoring is performed for LCRA or other agencies, annual monitoring reports will be submitted to LCRA. LCRA may perform site reviews on a quarterly basis and provide reports to the quarry operator/owner within five (5) days of review. LCRA will meet annually with the quarry operator/owner to obtain reports and may include potential permitting review. This meeting may coincide with the annual inspection of permanent water quality BMPs.

## **SECTION 6. APPLICATION PROCESSING**

### **Subchapter A – Development Permit and Quarry/Mine Permit**

#### **(a) Development Permit and Quarry/Mine Permit Process**

(1) **Pre-Development and Quarry/Mine Planning.** A pre-development and Quarry/Mine/concept plan meeting shall occur for all Single-family Development greater than 20 acres in area, all Commercial Development greater than three (3) acres in area, and all Quarry/Mine projects subject to receiving a Quarry/Mine Permit. For these projects, a Development Permit or Quarry/Mine Permit can only be submitted after the completion of this task. Additional guidance is found in the LCRA Technical Manual.

(2) **Acceptance of Application and Commencement of Administrative Review.** An application for Development Permit shall be considered to have been filed on the date that it is stamped received by LCRA staff at the LCRA General Office Complex on Lake Austin Boulevard in Austin, Texas. LCRA staff shall not accept for filing any Application that has not been signed and accompanied by the appropriate Application fee or before a pre-development meeting has taken place, if required.

- (3) **Administratively Incomplete Applications.** Upon receipt of an application, LCRA shall conduct an administrative review of the application to determine if the required information for an application has been submitted. An administrative review is not a technical or substantive review of the information submitted in an application. If the application is determined to be administratively incomplete, LCRA staff shall notify the Applicant in writing within 10 calendar days after the date the Application is received. The Applicant shall submit additional information within 35 calendar days after the date of the letter notifying the Applicant of the deficiencies. If the Applicant does not submit the required additional information within 35 calendar days, the Application may be returned to the Applicant and the Application is considered withdrawn. The application fees will be refunded in accordance with the fee schedule.
- (4) **Preparation of Permit Applications.** Landowners or Land Users who must obtain a Development or Quarry/Mine Permit shall prepare the Permit application in accordance with the LCRA Technical Manual, which is incorporated herein by reference as if set forth in full and which may be amended from time to time in accordance with Section 13(b) of this Ordinance.
- (5) **Technical Review.** After LCRA determines an application to be administratively complete, LCRA shall commence a technical review of the Permit application for a period of time not to exceed 30 calendar days. The LCRA shall promptly notify the Applicant of any additional information that may be necessary for a complete staff review. If LCRA does not meet this timeframe, the application fees will be refunded in accordance with the fee schedule.
- (6) **Subsequent Reviews.** If more information is needed to complete the technical review, an Applicant shall have 30 calendar days to submit additional information or revise the application from the date of receipt of an information request letter from LCRA. If the Applicant provides the additional information within the 30 calendar day period, the technical review shall be extended for no more than 15 calendar days. If the Applicant does not provide the additional information within the 30 calendar day period, the application is considered withdrawn and LCRA may return the application and all or part of the fees to the Applicant. The Applicant must resubmit a new application with the appropriate fees.
- (7) **Request for Extension of Time to Provide Requested Information.** An Applicant may request an extension of time to provide the information requested by staff during the administrative or technical review. Requests for extensions shall be in writing and shall explain in detail the need for additional time. Such requests shall be approved in writing by LCRA, which approval shall not be unreasonably withheld except that in no event shall the cumulative amount of time granted to an Applicant exceed six months from the date that the application for a Permit was filed. If an extension expires without action, the Application is considered withdrawn and the Applicant must resubmit a new Application with the appropriate fees.
- (8) **Application Fees.** The application fees shall be as described in the fee schedule approved by the Board. The fee schedule may be amended from time to time by the

Board in accordance with Section 13(b) of this Ordinance. The fee schedule is located in the LCRA Technical Manual.

- (9) **Duration.** A Development Permit, unless terminated pursuant to Section 6(a) (10) or Section 9(c), shall be valid for three years. A Permittee can request a one-time Permit extension in writing for a period not to exceed an additional 18 months. A Quarry/Mine Permit shall be in effect for the duration of the Quarry/Mine operations. Operations covered by a Quarry/Mine Permit shall be subject to inspection and reporting requirements in Section 5, Subchapter B, Quarry and Mine Projects. An annual report will be prepared each year by a Quarry/Mine operation subject to a Quarry/Mine Permit.
- (10) **Termination.** A Development Permit or Quarry/Mine Permit shall automatically terminate if the Permittee has not commenced Development or Quarry/Mine activities within three years from the date of issuance of the Permit. Pursuant to Section 9(c), a Development or Quarry/Mine Permit may be terminated by revocation upon violation of a condition to the Permit. Upon termination of a Permit, LCRA may call on the Permittee's irrevocable letter of credit or other financial security in order to provide permanent stabilization of the Site.
- (11) **Irrevocable Letter of Credit.** Approval of a Permit application is contingent upon the execution of an irrevocable letter of credit acceptable to LCRA in the amount specified in the Permit which provides for the construction of temporary Erosion and Sedimentation controls and Site stabilization (not reclamation), in accordance with the Permit and any other provision of this Ordinance. The amount of the irrevocable letter of credit shall not be less than 100 percent of the cost as estimated by the professional engineer who seals the Permit application. The irrevocable letter of credit shall be released after the final inspection/concurrence letter from the engineer and BMP Maintenance Permit has been approved by LCRA. Cash, checks or money order in lieu of a letter of credit is acceptable. For Quarry/Mine operations, the letter of credit can be released after the Excavation can retain the runoff from the 10-year (24-hour) storm from the contributing drainage area and the permanent BMPs for areas not draining to the quarry are complete and stabilized.
- (12) **Notice of the Application for Development and Quarry/Mine Permits.** During the technical review period described in subsection (5) of this Section:
- (i) **Posted and Published Notice.** The Applicant shall post notice of the application on the Site of the proposed Development or Quarry/Mine in a location where it can be easily viewed by the public with a sign provided by LCRA. The Applicant shall also publish notice in a newspaper of general circulation in the area where the Site is located. The notice shall state the name and mailing address of the Applicant; that LCRA has determined that the application is administratively complete; the location of the Site; the type of Permit, approval or authorization the Applicant is seeking; project description; list variances being requested, if any; and that comments on the application may be made by any interested Person. Applicant shall bear the cost of publishing the required notice, and provide LCRA staff a copy of the notice with a copy of the Publisher's affidavit. Applicants seeking a quarry permit shall contact via mail officials of the

nearby municipalities, county, and if applicable, groundwater conservation district. Time frames for public notice requirements are provided in the LCRA Technical Manual.

- (ii) **Mailed Notice.** During the technical review period described in subsection (5) of this Section the Applicant shall mail notice, by first class mail, of the application to Adjacent Property Owners to the Site. The names of the Adjacent Property Owners shall be determined by the Applicant based upon records from the appropriate County Tax Appraisal District submitted as part of a complete application. The notice shall state the name and address of the Applicant; that LCRA has determined that the application is administratively complete; the location of the Site; the type of Permit, approval or authorization the Applicant is seeking; project description; list variances being requested, if any; and that comments on the application may be made by any interested Person. The Applicant shall bear the cost of mailing the required notices. The Applicant will provide the Adjacent Property Owner contact information to LCRA as part of the application package. Time frames for mailed notice requirements are provided in the LCRA Technical Manual.

- (13) **Comments.** Written comments concerning the application may be made by any Person.

- (i) For Development Permit applications, such comments will be accepted by LCRA for 15 calendar days after the date of publication of notice.
- (ii) For Quarry/Mine Permit applications, such comments will be accepted for 30 days after the date of publication of notice.
- (iii) All Persons who provided written comments will receive a copy of the application, updates, and permit decision subject to the Public Information Act.

**(14) Public Meetings for Development and Quarry/Mine Permits.**

- (i) **Public Meetings.** After expiration of the public comment period and upon the request of the Applicant or any other Affected Person, LCRA may hold a formal public meeting to consider the application. The request must be made in writing and received by LCRA within 10 calendar days after the close of the public comment period.
  - (a) the name, mailing address, and phone number of the Person making the request;
  - (b) a brief description of the interest of the Person making the request, or of Persons represented by the Person making the request; and

- (c) identification of the specific performance standard(s) that the Development will or will not meet.
  - (ii) If LCRA determines that the request for a public meeting is in compliance with this Section, or that a public meeting will serve the public interest, the LCRA staff shall hold a public meeting. All Persons who have notified LCRA in writing of their interest in the application shall be advised of the date, time and place of the public meeting and invited to attend.
  - (iii) When making a Permit decision, staff will consider all comments received, both written comments and oral comments made during the public meeting, when making a Permit decision. The application review process will continue and staff will issue a Permit in accordance with the Ordinance standards or deny the Permit application. Final resolution of a protested Permit application will be made pursuant to Section 11, Appeals of Permit Decisions.
- (b) Master Plan/Phased Development Procedures.** When a Phased Development is proposed, the Permit application shall be submitted and processed in accordance with these procedures.
- (1) Submittal of Master Plan Application.** Submittal and approval of a Master Plan shall occur prior to approval of a Development Permit. Applications submitted for projects that are intended to be developed in phases shall be approved in a two-step process. Upon approval of the Master Plan, the Applicant shall complete a Development Permit application for the first phase and each subsequent phase of the project. A Development Permit shall be issued for each phase of the Development. Landowners or Land Users whose Phased Development requires issuance of multiple Development Permits shall prepare an application for Phased Development in accordance with the LCRA Technical Manual, which is incorporated herein by reference as if set forth in full and which may be amended from time to time in accordance with Section 13(b) of this Ordinance.
    - (i) The application shall include a Master Plan of the entire project for review by LCRA. The Master Plan shall demonstrate that the project can be developed in compliance with the applicable provisions of the Ordinance; and
    - (ii) The application shall include all other information deemed necessary by LCRA to demonstrate compliance with the Ordinance.
  - (2) Technical Review.** After the acceptance of the application by LCRA, LCRA shall commence a technical review of the application for a period of time not to exceed 30 calendar days. The Applicant shall be promptly notified of any additional information that may be necessary for a complete staff review. If LCRA does not meet this timeframe, the application fees will be refunded in accordance with the fee schedule.
  - (3) Subsequent Reviews.** If more information is needed to complete the technical review, the Applicant shall have 30 calendar days to submit additional information or revise the application from the date of receipt of an information request letter from LCRA. If the

Applicant provides the information within the 30 calendar-day period, the technical review shall be extended no more than 15 calendar days. If the Applicant does not provide the additional information within the 30 calendar-day period, the application is considered withdrawn and LCRA may return the application and all or part of the fees to the Applicant. The Applicant must submit a new application with the appropriate fees.

(4) **Master Plan Approval.** Upon approval of the Master Plan, the Applicant shall be entitled to develop the project in accordance with the standards in effect on the date of LCRA's approval and in accordance with applicable state law. However, LCRA's Technical Manual may be revised from time to time, and revisions may reflect changes or alterations in certain BMPs relative to their ability to achieve the standard. Approval of a Master Plan does not exempt a Development from compliance with revisions to the LCRA Technical Manual.

(5) **Duration.**

- (i) The Applicant shall have one year from the date of approval of the Master Plan to submit a completed Permit application for the first phase of the project, or the approval of the Master Plan shall become null and void.
- (ii) Should the Development Permit for the first phase of the Development of the project be terminated due to lack of activity as provided in Section 6(a)(10) or if termination occurs pursuant to Section 9(c), the Master Plan approval shall become null and void.
- (iii) The Applicant shall have five years from the date of issuance of the BMP Maintenance Permit in accordance with Section 4(d), or the completion of construction, whichever occurs first, to submit a completed application for each subsequent phase or phases, or approval of the Master Plan relative to such phases shall become null and void.
- (iv) Should a Development Permit for subsequent phases of Development of the project be terminated due to lack of activity provided in Section 6(a)(10), or if termination occurs pursuant to Section 9(c), the Master Plan approval relative to that phase or phases shall become null and void.

(6) **Notice of the Application for Master Plan.** Notice of the application and the Master Plan shall be posted, published and mailed in accordance with the applicable provisions of Section 6(a)(12).

(7) **Comments and Public Meetings.** Written comments shall be received and public meetings may be conducted in accordance with the applicable provisions of Section 6(a)(13) and 6(a)(14)

**(8) Notice of Application Completion after Approval of Master Plan.**

- (i) Upon approval of the Master Plan and completion of the application for each phase, notice of the application shall be posted, published and mailed in accordance with Sections 6(a)(12);
  - (ii) Upon completion of the Development Permit application for subsequent phases, notice of the application shall be posted, published and mailed in accordance with the provisions of Section 6(a)(12).
- (c) Permit Issuance.** LCRA staff will consider all public comments and either issue a Development Permit or Quarry/Mine Permit after the Applicant has demonstrated compliance with the requirements of this Ordinance or deny a Permit application if the Applicant is unable to demonstrate compliance with the requirements of this Ordinance.
- (d) Permit Amendment.** Modifications to an approved Master Plan, Development Permit, Quarry/Mine Permit, and/or a BMP Maintenance Permit shall require an amendment. Applications for amendments shall be made and processed in accordance with the Permit application requirements of this Ordinance and the LCRA Technical Manual regarding Permit applications. The application for amendment shall clearly identify the items sought to be amended and the reasons therefore. No Permit Amendment is required for minor field adjustments of temporary Erosion and Sedimentation controls.

A modification to an approved Master Plan shall be required if there is a material change in land use or an increase in density or Impervious Cover. Modifications to an approved Master Plan shall be processed in accordance with the performance standards in effect on the date of the application for the area of phase covered by such modification. Modifications to an approved Master Plan, if granted, shall be effective upon the approval of the requested modification by LCRA staff.

**Subchapter B – Quarry/Mine Certification**

**(a) Quarry/Mine-Certification Processing**

- (1) **Pre-Quarry/Mine Planning.** A pre-quarry/mine planning meeting shall occur for all Quarry and Mine projects subject to receiving a Quarry/Mine Certification. For these projects, a Quarry/Mine Certification application can only be submitted after the completion of this task.
- (2) **Preparation of Application.** Quarry and Mine Owners or Operators who must obtain a Quarry/Mine Certification shall prepare the Permit application in accordance with Section 5 Subchapter B and the LCRA Technical Manual, which is incorporated herein by reference as if set forth in full and which may be amended from time to time in accordance with Section 13(b) of this Ordinance.
- (3) **Application.** An application for a Quarry/Mine Certification shall be considered to have been filed on the date that it is stamped received by LCRA staff at the LCRA General Office Complex on Lake Austin Boulevard in Austin, Texas. LCRA staff shall not accept



for filing any application that has not been signed and accompanied by the appropriate Permit fee and Irrevocable Letter of Credit or before a pre-quarry/mine planning meeting has taken place. Notice per Section 6 Subchapter B (4) shall be posted, published, and mailed on the date of the application submittal.

- (4) **Notice of Quarry/Mine Certification.** At the time of application submittal, the Applicant shall post notice of the application on the Site of the proposed Quarry/Mine in a location where it can be easily viewed by the public with a sign provided by LCRA. The Applicant shall also publish notice in a newspaper of general circulation in the area where the Site is located. In addition, the Applicant shall mail notice, by first class mail, of the application to Adjacent Property Owners to the Site. The names of the Adjacent Property Owners shall be determined by the Applicant based upon records from the appropriate County Tax Appraisal District submitted as part of a complete application. The notice posted in the paper and mailed to adjacent property owners shall state the name and mailing address of the Applicant; the location of the Site; the type of Permit, approval or authorization the Applicant is seeking; project description; and list variances being requested. Applicant shall bear the cost of publishing the required notice, and provide LCRA staff a copy of the published notice with a copy of the publisher's affidavit. Applicants shall also contact via mail officials of the nearby municipalities, county, and if applicable, groundwater conservation district.
- (5) **Application Review.** Upon receipt of an application, LCRA shall conduct an administrative and technical review of the application to determine if the required information has been submitted and is technically correct. If the application is determined to be incomplete, LCRA staff shall notify the Applicant in writing within 15 calendar days of LCRA's receipt of the application. The Applicant shall submit additional information within 30 calendar days after the date of the letter notifying the Applicant of the deficiencies. If the Applicant does not submit the required additional information within 30 calendar days, the application may be returned to the Applicant and is considered withdrawn. The application fees will be refunded in accordance with the fee schedule.
- (6) **Technical Review.** After LCRA determines an application to be administratively and technically complete, LCRA shall commence a technical review of the Notification for a period of time not to exceed 15 calendar days. The LCRA shall promptly notify the Applicant of any additional information that may be necessary for a complete staff review. If LCRA does not meet this timeframe the application fees will be refunded in accordance with the fee schedule.
- (7) **Subsequent Reviews.** If more information is needed to complete the technical review, an Applicant shall have 30 calendar days to submit additional information or revise the application from the date of receipt of an information request letter from LCRA. If the Applicant provides the additional information within the 30 calendar day period, the technical review shall be extended for no more than 15 calendar days. If the Applicant does not provide the additional information within the 30 calendar day period, the application is considered withdrawn and LCRA may return the application and all or part of the fees to the Applicant. The Applicant must resubmit a new application with the appropriate fees.

(8) **Comments.** Written comments concerning the application may be made by any Person. Such comments will be accepted for 30 days after the date of publication of notice. All Persons who provided written comments will receive a copy of the application, updates, and permit decision subject to the Public Information Act.

(9) **Certification Decision.**

(i) Upon satisfactory completion of the technical review per the above procedures and satisfactory consideration of written comments, LCRA staff will issue a Quarry/Mine Certification.

(ii) If the Applicant is unable to demonstrate compliance with the requirements of Section 5 Subchapter B of this Ordinance, LCRA staff will deny a Quarry/Mine Certification.

(iii) LCRA shall notify all Persons who submitted written comments with notice of Quarry/Mine Certification decision and the opportunity to Appeal per Section 11 of this Ordinance.

(iv) Upon receipt of Quarry/Mine Certification, permittee is to notify LCRA at least two (2) calendar days prior to commencing activities.

(10) **Duration.** A Quarry/Mine Certification, unless terminated pursuant to Section 6(a)(10) or Section 9(c), shall be in effect for the duration of the Quarry or Mine operations. Operations covered by a permit by rule shall be subject to inspection and reporting requirements in Section 5, Subchapter B. An annual report will be prepared each year by a Quarry and Mine operation subject to a Quarry/Mine Certification.

(11) **Termination.** A Quarry/Mine Certification shall automatically terminate if the Permittee has not commenced Quarry/Mine activities within three years from the date of issuance of the Permit. Pursuant to Section 9(c), a Quarry/Mine Certification may be terminated by revocation upon violation of a condition to the Permit. Upon termination of a Permit, LCRA may call on the Permittee's irrevocable letter of credit or other financial security in order to provide permanent stabilization of the Site.

(12) **Application Fees.** The application fees shall be as described in the fee schedule approved by the Board. The fee schedule may be amended from time to time by the Board in accordance with Section 13(b) of this Ordinance. The fee schedule is located in the LCRA Technical Manual.

(13) **Irrevocable Letter of Credit.** Approval of a Quarry/Mine Certification is contingent upon the execution of an irrevocable letter of credit acceptable to LCRA in the amount which provides for the construction of temporary Erosion and Sedimentation controls and Site stabilization (not reclamation), in accordance with the Quarry/Mine Certification and any other provision of this Ordinance. The amount of the irrevocable letter of credit shall not be less than 100 percent of the cost as estimated by the professional engineer who seals the Quarry/Mine Certification application. Cash, checks or money order in

lieu of a letter of credit is acceptable. For Quarry/Mine operations, the letter of credit can be released after the Excavation can retain the runoff from the 10-year (24-hour) storm from the contributing drainage area and the permanent BMPs for areas not draining to the quarry are complete and stabilized.

**(14) Certification Amendment.** Modifications to an approved Quarry/Mine Certification shall require an amendment. Applications for amendments shall be made and processed in accordance with the Permit application requirements of this Ordinance and the LCRA Technical Manual regarding Permit applications. The application for amendment shall clearly identify the items sought to be amended and the reasons therefore. No Permit Amendment is required for minor field adjustments of temporary Erosion and Sedimentation controls.

## **SECTION 7. PERMITS**

**(a) Permit Terms and Conditions.** A Permit may contain at a minimum provisions requiring the Permittee to agree to one or more of the following terms and conditions, including the following:

- (1) Comply with all applicable sections of this Ordinance and conditions of this Permit;
- (2) Obtain a Permit or Certification before commencement of clearing, grading, Quarrying and Mining and/or construction. However, limited clearing is allowed for Development surveying and testing and Quarry Exploration as described in this Ordinance and the LCRA Technical Manual;
- (3) Obtain a Permit Amendment from LCRA prior to modifying the approved BMPs. However, no Permit Amendment is required for minor field adjustments of temporary Erosion controls;
- (4) Install all BMPs as identified in the approved Permit. Contractor and the engineering firm shall be solely responsible for design, planning and construction under this Permit. LCRA is not responsible for any defects resulting from the design or construction under this Permit;
- (5) Comply with the requirements of the LCRA Technical Manual and specific BMP manufacturer regarding formation of a property owners/maintenance association and any associated maintenance plans;
- (6) Repair any siltation or Erosion damage resulting from this project;
- (7) Inspect all temporary Erosion and Sedimentation controls per the LCRA Technical Manual requirements, and make needed repairs;
- (8) Allow LCRA to enter the Site for the purpose of inspecting compliance with the Permit, or for performing any work necessary to bring the Site into compliance with the Permit;

- (9) Designate a visible location on the Site for the posting of Permits;
- (10) Keep a copy of the Permit and all plans on the Site;
- (11) Upon completion of the project, provide the LCRA a written certification by the project engineer that the Stormwater Pollution controls are constructed in accordance with the Permit conditions and this Ordinance;
- (12) Promptly notify LCRA in writing of any change in the name, address, or telephone number of the Permittee;
- (13) Permittee, at own risk, may commence Development or Quarry/Mine prior to the expiration of the appeal period as defined in Section 11(b). If an appeal is filed, the Project must cease immediately and shall not continue until the appeal is resolved by successful mediation; has been withdrawn; or has resulted in a Board action as described in Section 11(j).
- (14) If the Permit is not already in the name of the Person responsible for the permanent BMP maintenance, assign the Development Permit and all rights and obligations associated therewith to the Landowner, maintenance, or Property Owner's Association as applicable, upon completion of construction of the Development;
- (15) Perform all activities in accordance with all federal, state, or local laws or Ordinances;
- (16) Indemnify and hold LCRA harmless from any and all claims, demands, damages, actions, costs and charges to which LCRA may become subject and which LCRA may have to pay by reason of injury to any Person or property, or loss of life or property resulting from, or in any way connected with, the Permittee's acts or negligence under this Permit;
- (17) Permittee understands that LCRA has constructed and is operating certain dams across the Colorado River and its tributaries. LCRA reserves the right to use property owned by it or on which it has flowage or inundation easements for any legal purpose that it sees fit in the operation and maintenance of its dams and reservoirs. LCRA makes no guarantee that the level of any lake operated and maintained by it will be retained at any specific lake level for any particular time, it being fully understood by Permittee that lake levels will vary as a result of LCRA's operations of its dams on the Colorado River. LCRA specifically reserves the right and privilege to inundate with water at any time and as many times as LCRA may see fit all or any part of the land covered by this Permit which is subject to a flowage or inundation easement without any liability on the part of LCRA to Permittee for making such use of said property, or any part thereof;
- (18) No work is authorized that is not directly addressed in the Permit application submitted to LCRA;

- (19) Nothing in this Permit is intended to amend or alter any legal rights or benefits previously granted to or vested in LCRA;
- (20) Any other terms and conditions agreed upon by LCRA and the Applicant.
- (21) Pay all fees associated at the time the application is submitted.
- (22) A Permittee is required to comply with any other applicable federal, state and local laws and regulations.

**(b) Additional Permit Conditions.** Additional Permit conditions may be required as necessary in order to achieve compliance with the Ordinance.

## **SECTION 8. RIGHT OF ENTRY AND INSPECTION**

**Right of Entry.** Any Person, or his successors or assigns, who has filed a Permit application, received a Permit under this Ordinance, or is otherwise subject to the provisions of this Ordinance, shall allow entry by LCRA on the Site for the purposes of inspection and monitoring. Employees and agents of LCRA are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions related to water quality and administration of this Ordinance. LCRA will provide 48-hour notice, not to include weekends or holidays, to the Quarry/Mine Permittee prior to entering the site to ensure the safety of the LCRA staff.

## **SECTION 9. ENFORCEMENT**

**(a) Violations.** It is unlawful under this Ordinance:

- (1) for any Landowner or Land User subject to the permitting requirements of this Ordinance to commence or undertake any Development, Quarry/Mine or Redevelopment or to cause, suffer, or allow another to commence or undertake Development or Redevelopment on his or her property under the Landowner or Land User's ownership or control without first obtaining a valid Development/Quarry/Mine Permit or any other valid authorization pursuant to Section 4 from LCRA;
- (2) for any Landowner or Land User subject to this Ordinance to conduct Development/Quarry/Mine activity after a stop-work order has been issued; or
- (3) for any Landowner or Land User subject to this Ordinance to fail to maintain the BMPs in accordance with the BMP Maintenance Permit or approved maintenance plan; or
- (4) for any Landowner or Land User subject to this Ordinance to otherwise commence, construct or engage in Development/Quarry/Mine activity in a manner that violates any provision of this Ordinance.
- (5) for any Landowner or Land User to fail to comply with any term or condition of an approved Permit;

(6) for any Landowner or Land User to fail to comply with the standards provided in the LCRA Technical Manual for a Dredge and Fill or Shoreline Stabilization project subject to this Ordinance.

- (b) **Stop-Work Order.** If, at any time, LCRA determines that Development/Quarry/Mine activities has occurred or is occurring without full compliance with this Ordinance, the LCRA may issue a stop-work order. The stop-work order will direct that no further Development/Quarrying/Mining shall take place until the Landowner or Land User and/or Permittee comes into full and complete compliance with this Ordinance. The stop-work order shall be in writing and, in the case of a permitted Development/Quarry/Mine, shall be posted at the Site in the location designated for posting such notices. The stop-work order will specify the deficiencies that cause the Development/Quarry/Mine to be out of compliance. If the Development/Quarry/Mine is occurring on an unpermitted Site, or if no location has been designated or maintained for the posting of notices, the notice shall be prominently posted at the Site, in a visible location. Immediately upon posting a stop-work order, a Landowner or Land User without a currently valid Permit shall cease all Development/Quarry/Mine activity.
- (c) **Permit Revocation.** A Permittee shall have 10 calendar days from the date that the stop-work order is posted to comply with the terms and conditions of the Development/Quarry/Mine Permit and this Ordinance. If the Permittee has appealed the stop-work order and the General Manager does not decide the appeal in the Permittee's favor, Permittee shall have 10 calendar days from the date of the General Manager's decision to comply with the terms and conditions of the Permit. If a Permittee fails to comply within this period, LCRA may revoke the Permit.
- (d) **Appeal by Permittee.** A Permittee may appeal the issuance of a stop-work order to the LCRA General Manager by submitting in writing a concise statement of any reason or reasons that the stop-work order should not have been issued. An appeal of the stop-work order must be received in the office of the LCRA General Manager within 10 calendar days from the date that the stop-work order is posted. The LCRA General Manager may decide the appeal based upon the reasons stated in the appeal or may request additional information from the staff or appellant.
- (e) **Enforcement of BMPs Maintenance Permits.** If LCRA determines that a Landowner, maintenance association, property owner association, Permittee, or Political Subdivision is not implementing the approved maintenance plan or is not in full and complete compliance with one of the other conditions contained in the BMP Maintenance Permit, the Landowner, maintenance association, property owner association, Permittee, or Political Subdivision may be notified of the deficiency. From the date that the notice is issued, a Landowner, maintenance association, property owner association, Permittee, or Political Subdivision shall have 10 calendar days to prepare a corrective action plan and 45 calendar days from the date that the notice is issued to comply with the corrective action plan, maintenance plan or BMP Maintenance Permit condition. If the Landowner, maintenance association, property owner association, Permittee, or Political Subdivision fails to comply within this period, LCRA may perform the necessary maintenance and assess the maintenance association, property owner association, Permittee or Political Subdivision for the costs

associated with the work performed. LCRA may also seek penalties as provided in this section.

- (f) **Penalty.** Any Person violating provisions of this Ordinance shall be subject to a civil penalty of not more than \$5,000 for each violation. Each calendar day a violation exists shall constitute a separate violation.
- (g) **Other Remedies and Injunction.** Compliance with the provisions of this Ordinance may also be enforced through any and all other remedies at law or in equity including enforcement by injunction.

## SECTION 10. VARIANCES

- (a) **Variance.** LCRA staff shall have the discretion to grant a variance to the provisions of this Ordinance on a case-by-case basis. Granting the variance must not adversely impact stormwater quality discharging from the Development/Quarry/Mine, create a significant impact to Adjacent Property Owners, or compromise water quality or public safety. An increase in cost of the project resulting from adherence to one or more of the provisions of the Ordinance shall not be justification for a variance.
- (b) **Requests for Variance.** A request for Variance shall be made prior to public notice commencing and shall be reviewed and processed in accordance with all of the procedures contained in this Ordinance, including those related to application processing, Permit issuance, and appeals. Receipt of a variance request may result in an extension of the Technical Review period.

## SECTION 11. APPEALS OF PERMIT DECISIONS

- (a) **Requesting an Appeal.** An Applicant or an Affected Person may appeal a decision by LCRA staff regarding the granting, denial, or revocation of a Development, Quarry/Mine Permit, or Quarry/Mine Certification under this Ordinance in accordance with the requirements of this Section.
- (b) **Filing of Appeal.** An Applicant or Affected Person must file a Request for Appeal within 15 calendar days after the date of the action on the Permit. The request for appeal shall be filed with the LCRA General Counsel in accordance with the procedures outlined in this Section. The request for an appeal must be in writing and contain a concise statement of the reasons for the appeal and cite the specific performance standards that the Development, Quarry/Mine Permit, or Quarry/Mine Certification did or did not meet. If Development or Quarry/Mine activity has commenced and an appeal has been filed, all Development or Quarry/Mine activity must cease immediately and must not continue until the appeal is resolved pursuant to this Section.
- (c) **Notice of Appeal.** Notwithstanding Section 11(g), the LCRA General Counsel shall send written notice of receipt of any request(s) for Appeal to the Board, LCRA staff, the Applicant, and any Persons filing a Request for Appeal, within three business days after the

expiration of the date for filing Request for Appeals. Such notice shall identify the parties, generally describe and summarize the issues raised by the appeal, and advise the prohibition against ex parte contacts.

Once an appeal has been filed the LCRA General Counsel shall not participate in any substantive discussions or correspondence regarding the LCRA staff's legal position on the appeal that has been filed. LCRA General Counsel shall advise the Board on matters related to the appeal. Until the appeal has been withdrawn or has resulted in a Board action as described in (j) below, LCRA General Counsel shall designate one or more attorneys in his or her office who shall represent the LCRA staff regarding the appeal.

**(d) Form of Appeal.** A request for appeal must be in writing, timely filed, submitted as an original and two copies, and shall not exceed 20 pages in length, including exhibits or attachments. The Request for Appeal shall include the following information:

- (1) Name and address of the Person(s) filing the Request for Appeal;
- (2) name of the Applicant, if different than subparagraph d (1);
- (3) a concise statement of how the Person filing the appeal is affected by the issuance or denial of the Permit or by one or more of the terms or conditions of the Permit;
- (4) if appealing a recommendation for Permit approval, which specific performance standards in Section 5 are not being met; and
- (5) information required by subparagraph (e)

**(e) Validity of Appeal.** For an appeal to be valid, the Request for Appeal must meet all of the following criteria:

- (1) Be filed in accordance with this Section and the LCRA Technical Manual as amended; and
- (2) Demonstrate that the Applicant or Affected Person requesting the appeal provided written comments to staff in accordance with Section 6. If the Applicant or Affected Person did not provide written comments in accordance with Section 6, the Applicant or Affected Person must provide a compelling reason why their request for appeal should be considered, nevertheless; and
- (3) only raise matters or issues that were presented in writing pursuant to Section 6 or as part of the Permit application; and
- (4) for appeals filed by Affected Persons, allege the failure of specific performance standards in Section 4 and 5 or as further required by the Development Permit, Quarry/Mine Permit or Quarry/Mine Certification; and
- (5) provide credible evidence in support of the allegations raised by the Request for Appeal; and



- (6) demonstrate how such allegations, if taken as true, would change the terms and conditions of the Permit or would affect the issuance of the Permit; and
- (7) demonstrate that such allegations are related to a matter that LCRA has jurisdiction to consider. For example: the LCRA may not consider increase in vehicle traffic, noise, incompatibility of land uses, or questions of property rights, property ownership or easement rights (if LCRA is in possession of a title opinion from the applicant).

**(f) Determination of Validity of Appeal.**

- (1) **Commencement of Permit Activities and Construction.** Once an appeal has been filed, all Development or Quarry/Mine activity must cease until the appeal is resolved.
  - (2) **Staff Review.** The LCRA staff shall evaluate the Request for Appeal within 15 calendar days after the expiration of the date for filing Requests for Appeal to determine if such request meets the requirements of Section 11 (a), (b) and (d). If the appeal does not meet the requirements of Section 11 (a), (b) and (d), staff shall return the Request for Appeal and the Staff's Permit decision will become final. If the Request for Appeal meets the requirements of Section 11 (a), (b) and (d), staff shall forward the Development or Quarry/Mine Permit or Quarry/Mine Certification and the application, together with such Requests for Appeal and the staff's statement as to the elements of such Request for Appeal to the LCRA General Manager for consideration of the validity of the Request for Appeal.
  - (3) **General Manager Review.** Within 15 calendar days from the referral of the Request for Appeal from LCRA staff pursuant to this Section, the General Manager shall determine the validity or invalidity of the Request for Appeal.
  - (4) **General Manager's Decision Final.** The General Manager's determination of the validity or invalidity shall be final. Upon a determination that a Request for Appeal is invalid, the staff's Permit decision shall become final.
  - (5) **Effect of Pending Appeal on Permit Expiration.** The expiration date stated in the Permit issued after an appeal shall be based on the date the appeal is resolved.
  - (6) **Valid Appeal and Notification.** If the appeal is determined to be valid, the General Manager shall direct the LCRA General Counsel to immediately provide written notice of the General Manager's decision regarding the validity of the appeal to staff and send such notice by first class mail to all Persons filing a Request for Appeal and the Applicant. Any notice regarding valid appeals shall include information regarding the mediation requirements in Section 11(g).
- (g) Mediation Required Prior to Hearing of Valid Appeal.** Within 30 calendar days of a decision by the General Manager that a valid appeal has been filed, the Person(s) with valid Request for Appeal ("Appellant(s)"), Applicant, and LCRA staff shall complete mediation of the disputed issues. Any party required to participate in mediation that fails to participate within the prescribed time period shall be precluded from further participation as

a party in any appeal of the staff's Permit decision. Such mediation shall be conducted by a neutral mediator selected by agreement of the parties, or if the parties fail to agree, by a mediator selected by the LCRA General Counsel. Costs of mediation shall be shared equally among all the parties, including LCRA, to the mediation. Any party that fails to pay such costs shall be precluded from further participation as a party in any appeal of the staff's Permit decision. The mediator shall submit a written report, including a recommendation on the alignment of parties, informing the LCRA General Counsel of the result of the mediation within five calendar days after completion of the mediation. If the mediation is completed but does not result in the withdrawal of an appeal, further consideration of any unresolved appeal shall proceed under Section 11(h).

**(h) Responses to Valid Appeals.**

- (1) Staff Response to Valid Appeal.** Absent a successful mediation of the appeal, within 10 calendar days after the receipt of the written report required under Section 11(g), staff shall prepare a written response to the appeal. Any response shall not exceed 20 pages in length including exhibits and attachments, and shall be submitted to the LCRA General Counsel and mailed by certified mail, return-receipt requested, to the Applicant and all Appellants.
- (2) Applicant Response to Valid Appeal.** Absent a mediation that results in the withdrawal of an appeal, within 10 calendar days after the receipt of the written report required under Section 11(g), the Applicant, if not the Appellant, may submit a written response to the appeal to the LCRA General Counsel. Any response shall not exceed 20 pages including exhibits and attachments, and shall be mailed by certified mail, return-receipt requested, to all Appellants.
- (3) Appellant Response to Valid Appeal.** Absent a mediation that results in the withdrawal of the appeal, within 20 calendar days after the receipt of the written report required under Section 11(g), the Appellant(s) may submit a written response to the appeal to the LCRA General Counsel. If the Appellant(s) wish to propose party alignment pursuant to Section 11(i)(6), Appellant(s) shall submit the proposed alignment within 20 calendar days after the receipt of the written report required Section 11(g). Any response to the Applicant and to LCRA staff shall not exceed 20 pages including exhibits and attachments and shall be mailed by certified mail, return-receipt requested.
- (4) Valid Appeal Forwarded to Water Operations Committee Chair.** Upon expiration of the deadline for the Applicant to submit a response pursuant to subparagraph (h)(2) above, the LCRA General Counsel shall forward to the Chair of the Water Operations Committee a copy of the Permit, all valid appeals, the staff response and Applicant's response, if any.

**(i) Water Operations Committee Consideration of Valid Appeal.**

- (1) Forum.** Taking into consideration the complexity of the issues, the number of appellants, and the need to develop an adequate evidentiary record, the Chair of the Water Operations Committee shall determine the most appropriate forum for consideration of an appeal.

The Chair of the Water Operations Committee may:

- (a) consider all of the written information forwarded by the LCRA General Counsel and direct staff to issue the Permit;
  - (b) forward the appeal to the Water Operations Committee with a recommendation that the Committee consider all of the written information submitted and allow each party to the proceeding an allotment of time to present oral arguments;
  - (c) forward the appeal to the Water Operations Committee with a recommendation that they consider the appeal using another method agreed to by all of the parties.
- (2) **Scheduling of Hearing.** Upon the direction of the Water Operations Committee Chair, as specified in Section 11(i)(1), a hearing before the Water Operations Committee may be held to consider a valid appeal. Such hearing should be scheduled no later than 45 calendar days after receipt of the required mediation report or the next meeting of the Water Operations Committee, whichever occurs later.
- (3) **Written Information Provided.** No later than 15 calendar days prior to the date scheduled for the hearing, the LCRA General Counsel shall forward to the members of the Committee the following materials:
- (i) All written information received from Appellants relative to a valid appeal and in accordance with this entire Section;
  - (ii) the staff's response prepared in accordance with this Section;
  - (iii) the Applicant's response submitted pursuant to this Section, if any.
  - (iv) the Appellants response to the staff's and Applicant's responses.
- (4) **Open Hearing.** The hearing shall be open to the public.
- (5) **Participants.** Only the Applicant/Permittee, LCRA staff, the Appellant(s), or any of their designated representatives, shall be entitled to participate in the hearing.
- (6) **Alignment of Parties.** Subject to the approval of the LCRA General Counsel, the parties shall establish their own alignments. In cases where parties fail to establish alignments, the LCRA General Counsel shall align parties (other than staff) according to their positions in support of, or opposed to, staff's Permit decision. Except for an Applicant appealing a condition in a Permit, those Appellants opposed only to specific parts of the staff's Permit decision shall be aligned with those Appellants generally opposed to the staff's Permit decision. An Applicant appealing a condition in a Permit shall be separately aligned from other Appellants, if any, opposed to the staff's Permit decision. Each of the aligned parties shall designate a spokesperson to speak on their behalf. If any of the aligned parties cannot agree to a spokesperson, the LCRA General Counsel shall designate a Person.

(7) **Procedure.** The hearing process is as follows:

(i) **Staff Summary.** The Water Operations Committee shall convene in open session and shall receive a presentation by staff not to exceed 15 minutes which summarizes the position of each party to the appeal, including the staff's position. The staff summary shall be based upon all written information validly received from Appellants, in accordance with this Section, the Application and the information contained in the Applicant's or Permittee's file.

(ii) **Oral Argument.** If oral arguments are requested by the Water Operations Committee Chair pursuant to subparagraph (i)(1):

- (a) The parties in opposition to the staff's Permit decision, as aligned by the LCRA General Counsel, will follow and will be collectively allowed a total of 20 minutes to make their argument(s).
- (b) The parties in support of the staff's Permit decision, as aligned by LCRA General Counsel, will follow and will collectively have a total of 20 minutes to make their argument(s).
- (c) Staff shall be given 15 minutes to rebut the presentation of the parties aligned in opposition to the staff's Permit decision.
- (d) Each group of aligned parties, shall have five minutes to summarize their respective positions.

(iii) **Presentation of Additional Evidence.** If approved by the Water Operations Committee Chair any party may offer as part of their presentation additional evidence in the form of written information or documentation, if the information has been provided to all other parties at least seven calendar days in advance of the hearing date.

(iv) The Committee shall have the discretion to alter the hearing process as needed for full presentation of all relevant information. The Committee may ask questions of any party or Person that has registered with the LCRA General Counsel and is a member or representative of a valid party to the appeal at anytime during the proceeding.

(8) **Water Operations Committee Deliberation.** The Water Operations Committee shall deliberate in open session taking into consideration the presentations of staff and the parties, if any, and all written materials submitted to the Water Operations Committee as a valid part of the appeal process. Notwithstanding the foregoing, the Water Operations Committee may confer with the LCRA General Counsel in Executive Session for the purpose of receiving legal advice concerning the appeal.

(9) **Water Operations Committee Recommendation.** The Water Operations Committee shall make a recommendation based on written information provided to the Water Operations Committee prior to the hearing, documents contained in the Application file,

and any other evidence or information submitted at the hearing, if recommended by the Chair to be considered by the Water Operations Committee.

The Water Operations Committee may recommend:

- (a) Issuance of the Permit;
- (b) Denial of the Permit; or
- (c) Modification of the Permit.

(10) **Procedures May Be Altered as Justice Requires.** The Water Operations Committee may alter the procedures set forth in this Section and the LCRA Technical Manual, if necessary, to develop an adequate record, to afford full opportunity for the public participation or comment by the Applicant or staff, or if in the public interest.

(j) **Board Consideration of Water Operations Committee Recommendation:** The Water Operations Committee's recommendation shall be forwarded to the full LCRA Board for consideration within 45 calendar days of the Water Operations Committee's recommendation. The Board shall consider the Water Operations Committee's recommendation and may, at its discretion, ask questions of the parties. Parties may not make additional arguments or comments to the Board without the permission of the Board. The Board may take the following action:

- (1) affirm the Water Operations Committee's recommendation;
- (2) reject the Water Operations Committee's recommendation; or
- (3) modify the Water Operations Committee's decision.

(k) **Ex Parte Communications.**

(1) **Prohibition.** Any communication by an Applicant/Permittee, party requesting an appeal or their representatives, or LCRA staff member with Committee or other member(s) of the LCRA Board on the merits of any pending appeal or decision affecting a Permit or Permit Amendment from the date of the Permit or Permit Amendment is issued by staff until the date the appeal is decided in accordance with this Section, other than at a hearing or in a public meeting of the Committee or the Board is strictly prohibited. Notwithstanding the foregoing, the LCRA General Counsel may consult with the Board or any of its Directors regarding the appeal.

(2) **Effect of Violation.** Any Person who violates this provision may be subject to sanctions, which may include:

- (i) Return of the application if the violation is from the Applicant or his/her representative;
- (ii) return all or a portion of the application fee if the violation is from LCRA staff; or

- (iii) automatic rejection of the appeal if the violation is from a Person requesting an appeal or a Person otherwise opposed to the application.

## **SECTION 12. COORDINATION WITH OTHER GOVERNMENTAL ENTITIES AND AGENCIES AND LCRA ORDINANCES**

- (a) **Municipalities without a Water Quality Protection Ordinance.** Those municipalities within the jurisdiction and scope of this Ordinance that do not have a water quality protection Ordinance that is at least as stringent as this Ordinance are encouraged to enter into an Interlocal Agreement or Memorandum of Understanding with LCRA stating that they will adopt and administer a water quality protection Ordinance for new Development within their jurisdiction consistent with this Ordinance.
- (b) **Agreements.** LCRA may pursue Memoranda of Understanding or Interlocal Agreements with municipalities and other Political Subdivisions or governmental entities within the jurisdiction of this Ordinance to develop and implement stormwater controls for activities within their jurisdiction that may cause Pollution from stormwater.
- (c) **Highland Lakes Marina Ordinance.** Any owner or operator of a marina, or support facility, that is constructed or modified after the effective date of this Ordinance and which is subject to the requirements of LCRA's Highland Lakes Marina Ordinance, must also comply with applicable provisions of this Ordinance.
- (d) **On-Site Sewage Facilities.** Any owner or operator of private septic system generating 5,000 gallons of wastewater or less per day that is installed or modified after the effective date of this Ordinance, and which requires a private sewage facility license from LCRA must also comply, provide, and maintain temporary Erosion controls during construction until the Site has been permanently stabilized.

## **SECTION 13. SAVINGS CLAUSE; AMENDMENT; EFFECTIVE DATE; REVIEW**

- (a) **Savings Clause.** If any word, clause, sentence, process or provision of this Ordinance or the application thereof to any Person or circumstance shall be held to be invalid, the remainder of the Ordinance to that Person or circumstance and the application of such provision to other Persons or circumstances, shall not be affected thereby.
- (b) **Amendment of the Ordinance, LCRA Technical Manual, or Fee Schedule.** This Ordinance may be amended by the Board from time to time after notice and reasonable opportunity for public review. The LCRA Technical Manual may be amended by LCRA's General Manager from time to time after notice and reasonable opportunity for public review. The General Manager will notify the LCRA Board of Directors of any amendments to the LCRA Technical Manual. The fee schedule may be amended from time to time by the Board after notice and reasonable opportunity for public review.
- (c) **Effective Date.** This Ordinance is a merger and combination of amendments to the Lake Travis NPS Ordinance and the Upper Highland Lakes NPS Ordinance (the Ordinances). The Ordinances are combined and renamed the Highland Lakes Watershed Ordinance. The Lake

Travis NPS Ordinance and the Upper Highland Lakes NPS Ordinance shall continue in effect until February 1, 2006. The effective date of the Highland Lakes Watershed Ordinance shall be February 1, 2006.

**(d) Review.** This Ordinance shall be reviewed for its effectiveness for protecting the quality of water in the Highland Lakes and its tributaries no later than three years from its effective date.

After recording return to:

Vistas of McCormick Mountain Development, Inc.  
c/o Coats Rose  
1717 W. 6<sup>th</sup> St., Ste. 420  
Austin, Texas 78703  
Attn: John M. Joseph

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Apr 24, 2013 03:57 PM

2013074093

CLINTONB: \$460.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

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