



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Nov 29, 2021 04:23 PM Fee: \$54.00

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Electronically Recorded

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE**

for

STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The undersigned, being the President of Steiner Ranch Master Association, Inc. Association, a non-profit corporation ("Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:

1. Name of Subdivision: The names of the subdivisions are listed below:

Any and all Property subject to the Declaration through the filing of a Notice of Applicability in accordance with the Declaration listed below under Paragraphs 4.a. and 4.b. Steiner Ranch consists of numerous Development Areas and Phases all of which are located in Travis County, Texas as more particularly described in the Notices of Applicability recorded in the Official Public Records of Real Property of Travis County, Texas.

2. Name of Association: The name of the Association is Steiner Ranch Master Association, Inc.

3. Recording Data for the Subdivision:

Steiner Ranch, a subdivision in Travis County, Texas, described by metes and bounds in Exhibit "A" attached to the document described below under 4.a.(1) and 4.b.(1) and any amendments or supplements thereto.

4. Recording Data for the Declaration:*

a. Documents:

- (1) Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions.
- (2) Development Area Declaration of Covenants, Conditions and Restrictions [Canyon Glen].
- (3) Amended and Restated Development Area Declaration of Covenants, Conditions and Restrictions [The Headlands].

- (4) Declaration of Restrictive Covenants for Steiner Ranch [Steiner Ranch, Phase One, Section 6C] [Private Roadways and Gates].
- (5) Declaration of Restrictive Covenants for Steiner Ranch [Steiner Ranch, Phase One, Section 7B][Private Roadways and Gates].
- (6) Steiner Ranch [Golf Course Residential] Development Area Declaration.
- (7) Steiner Ranch Residential [Golf Course Residential] First Amendment to Development Area Declaration.
- (8) Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Phase One, Section 9].
- (9) Second Amended and Restated Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Steiner Ranch, Phase One, Section 10A].
- (10) Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential, adding Phase One, Section 10B].
- (11) Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential – Phase One, Section 10C].
- (12) Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential] Adding Phase One, Section 10D.
- (13) Amended and Restated Declaration of Restrictive Covenants for Steiner Ranch [Steiner Ranch, Phase One, Section 10D] [Private Roadways and Gates].
- (14) Steiner Ranch Development Area Declaration [Lot 1, Block B, MU-11 Final Plat].
- (15) Steiner Ranch [Lot 1, Block B, MU-11 Final Plat] Notice of Applicability.
- (16) Development Area Declaration of Covenants, Conditions and Restrictions [Majestic Oaks].
- (17) The Grove at Steiner Ranch Amended and Restated Development Area Declaration.
- (18) Steiner Ranch [McCormick Ranch] Notice of Addition of Land to the Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch.

- (19) Steiner Ranch [McCormick Ranch] Notice of Applicability.
- (20) Steiner Ranch [Parkside] Development Area Declaration.
- (21) Steiner Ranch [Phase One, Section 7B] Development Area Declaration.
- (22) Development Area Declaration of Covenants, Conditions and Restrictions [Rio Mesa/Las Brisas].
- (23) Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Rio Mesa/Las Brisas].
- (24) Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista] Development Area Declaration of Covenants, Conditions and Restrictions.
- (25) First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista].
- (26) Steiner Ranch River Dance, Phase Two Development Area Declaration.
- (27) Steiner Ranch [River Dance, Phase Two] Notice of Applicability.
- (28) Steiner Ranch River Dance, Phase 3 Development Area Declaration.
- (29) Steiner Ranch River Dance, Phase 4 [Lots 1 through 10, Block C and Lots 1 through 60, Block F].
- (30) Steiner Ranch River Dance, Phase 5 Development Area Declaration.
- (31) Steiner Ranch [River Dance, Phase 5] Notice of Applicability.
- (32) Steiner Ranch River Dance, Phase 6A Development Area Declaration.
- (33) Steiner Ranch [River Dance, Phase 6A] Notice of Applicability.
- (34) Steiner Ranch River Dance, Phase Six-B Development Area Declaration.
- (35) Steiner Ranch [River Dance, Phase Six-B] Notice of Applicability.
- (36) Steiner Ranch River Dance, Phase Seven-A Development Area Declaration.
- (37) Steiner Ranch [River Dance, Phase Seven-A] Notice of Applicability.

- (38) Steiner Ranch River Dance, Phase Seven-B Development Area Declaration.
- (39) Steiner Ranch [River Dance, Phase Seven-B] Notice of Applicability.
- (40) Steiner Ranch [River Heights Grove] Development Area Declaration.
- (41) Steiner Ranch [River Heights Overlook] Development Area Declaration.
- (42) Steiner Ranch [River Heights Overlook] Phase One Section 6F Notice of Applicability.
- (43) Steiner Ranch Phase One, Section 9 (Phases A, B, & D) [Savannah] Development Area Declaration.
- (44) Steiner Ranch Phase One, Section 9 (Phase C) [Savannah Point] Development Area Declaration.
- (45) Steiner Ranch Phase One, Section 6D [Shire Ridge] Development Area Declaration.
- (46) Steiner Ranch Phase One, Section 6D [Shire Ridge] Notice of Applicability.
- (47) Steiner Ranch Phase One, Section 7A [Summer Vista] Development Area Declaration.
- (48) Development Area Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Phase One, Section 4C.
- (49) Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76 Block A and Lot 2 through 52, Block B Development Area Declaration.
- (50) Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76 Block A and Lot 2 through 52, Block B Notice of Applicability.
- (51) Development Area Declaration of Covenants, Conditions and Restrictions [Westridge].
- (52) Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Westridge].
- (53) Notice of Applicability of Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Lots 1 and 2, Block A, Steiner Ranch MU-14 Final Plat].
- (54) Development Area Declaration Steiner Ranch [Lots 1 and 2, Block A, Steiner Ranch MU-14 Final Plat].

b. Recording Information:

- (1) Travis County Clerk's File No. 2017097349.
- (2) Volume 13193, Page 0051, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (3) Volume 13193, Page 0081, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (4) Travis County Clerk's File No. 2003129884.
- (5) Travis County Clerk's File No. 2005043177.
- (6) Travis County Clerk's File No. 2004036584.
- (7) Travis County Clerk's File No. 2006024323.
- (8) Travis County Clerk's File No. 2002085480.
- (9) Travis County Clerk's File No. 2004036582.
- (10) Travis County Clerk's File No. 2004107217.
- (11) Travis County Clerk's File No. 2005121545.
- (12) Travis County Clerk's File No. 2009011306.
- (13) Travis County Clerk's File No. 2009011308.
- (14) Travis County Clerk's File No. 2013097635.
- (15) Travis County Clerk's File No. 2013097634.
- (16) Volume 13330, Page 0335, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (17) Travis County Clerk's File No. 2014163882.
- (18) Travis County Clerk's File No. 2014064929.
- (19) Travis County Clerk's File No. 2014064985.
- (20) Travis County Clerk's File No. 2014084996.
- (21) Travis County Clerk's File No. 2005141179.
- (22) Travis County Clerk's File No. 2002167600.
- (23) Travis County Clerk's File No. 2002167599.
- (24) Travis County Clerk's File No. 2003170267.
- (25) Travis County Clerk's File No. 2010068869.
- (26) Travis County Clerk's File No. 2006071642.
- (27) Travis County Clerk's File No. 2005126894.
- (28) Travis County Clerk's File No. 2007005360.
- (29) Travis County Clerk's File No. 2007167596.

- (30) Travis County Clerk's File No. 2008090148.
- (31) Travis County Clerk's File No. 2006177885.
- (32) Travis County Clerk's File No. 2007196456.
- (33) Travis County Clerk's File No. 2007196452.
- (34) Travis County Clerk's File No. 2008203368.
- (35) Travis County Clerk's File No. 2008203367.
- (36) Travis County Clerk's File No. 2008194929.
- (37) Travis County Clerk's File No. 2008194927.
- (38) Travis County Clerk's File No. 2008203370.
- (39) Travis County Clerk's File No. 2008203369.
- (40) Travis County Clerk's File No. 2005083095.
- (41) Travis County Clerk's File No. 2005095779.
- (42) Travis County Clerk's File No. 2003291282.
- (43) Travis County Clerk's File No. 2002226635.
- (44) Travis County Clerk's File No. 2005213597.
- (45) Travis County Clerk's File No. 2004044397.
- (46) Travis County Clerk's File No. 2004044396.
- (47) Travis County Clerk's File No. 2005232066.
- (48) Volume 13009, Page 0380, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (49) Travis County Clerk's File No. 2003134267.
- (50) Travis County Clerk's File No. 2003134266.
- (51) Travis County Clerk's File No. 2001035685.
- (52) Travis County Clerk's File No. 2001035684.
- (53) Travis County Clerk's File No. 2018007706.
- (54) Travis County Clerk's File No. 2018007705.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Steiner Ranch Master Association, Inc. c/o GrandManors a division of RealManage, P.O. Box 803555, Dallas, Texas 75380-3555.
6. Name and Mailing Address of Person Managing the Association or Its Designated Representative: The name and mailing address of the designated representative of the Association is:

GrandManors Conveyance Department
P.O. Box 803555
Dallas, Texas 75380-3555
855.947.2636
STEINER@CiraMail.com

7. The Association's Dedicatory Instruments are available to Members online at:
www.ciranet.com/residentportal.
8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate	\$ 375.00
Conveyance Fee	\$ 250.00
Statement of Account Fee	\$ 250.00
Conveyance Document Fee with Statement of Account (Association)	\$ 375.00
Document Rush Fee (Optional)	\$ 200.00
Working Capital Assessment	\$ 600.00

Resale certificates are requested via the GrandManors Closing Portal at www.ciranet.com/closingportal.

Executed on this 13th day of October, 2021.

**STEINER RANCH MASTER
ASSOCIATION, INC.**

By: GrandManors,
Managing Agent

By: Joseph A. Ristuccia

Printed: JOSEPH A RISTUCCIA

Its: GENERAL MANAGER

*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 13 day of October, 2021 personally appeared Joseph Ristuccia, Community Manager of GrandManors, a division of RealManage, Managing Agent for Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Sarah Dunlap
Notary Public in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Nov 30, 2021 10:24 AM Fee: \$ 102.00

2021261944

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Steiner Ranch Master Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements those instruments entitled "Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File Nos. 2017066085, 2017198995, 2018034664, 2018088238, 2018152062, 2018156500, 2019013508, 2019016635, 2019030987, 2019059772, and 2019147392 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **209 Hearing Policy for Steiner Ranch Master Association, Inc.**
- **Bid Solicitation Policy for Steiner Ranch Master Association, Inc.**
- **Display of Religious Items Policy for Steiner Ranch Master Association, Inc.**
- **Security Measures Policy for Steiner Ranch Master Association, Inc.**

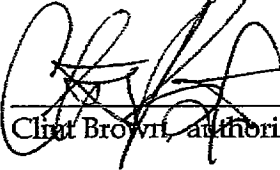
True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 30th day of November, 2021.

STEINER RANCH MASTER ASSOCIATION, INC.

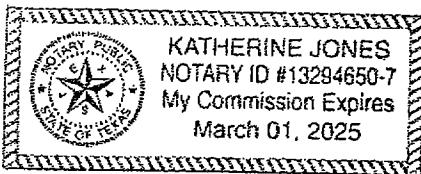
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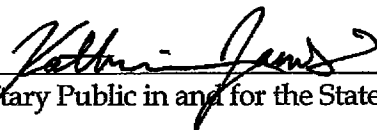


Clint Brown, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 30th day of November, 2021 personally appeared Clint Brown, authorized representative of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

209 HEARING POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, CHRISTINA MORAES, Secretary of Steiner Ranch Master Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 19th day of OCTOBER, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this 209 Hearing Policy is that property restricted by the "Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2017097349, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article VIII, Section 8.08, of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).
3. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.
4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.
5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I.

Definitions

- A. "ARC" means the Association's architectural review authority, as defined by Section 209.00505 of the Code which is the Master Architectural Committee.
- B. "ARC Notice" means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

II.

Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.
Additional Rules Applicable to Hearings in
Connection with Denial of an ARC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:
- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

IV.
Additional Rules Applicable to Other Hearings

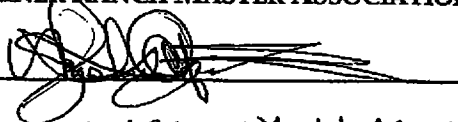
- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
 - b. suspension of an Owner's right to use the Common Areas;
 - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
 - d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.

- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 19th day of OCTOBER, 2021.

STEINER RANCH MASTER ASSOCIATION, INC.

By: 

Printed: CHRISTINA MORALES

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 19th day of October, 2021, personally appeared Christina Morales, Secretary of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Sarah Dunlap
Notary Public in and for the State of Texas

BID SOLICITATION POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, CHRISTINA MORALES, Secretary of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 19th day of OCTOBER, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Bid Solicitation Policy is that property restricted by the "Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2017097349, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
4. This Bid Solicitation Policy ("Policy") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the Steiner Ranch community.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. **Selection and Notification.** The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method

that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

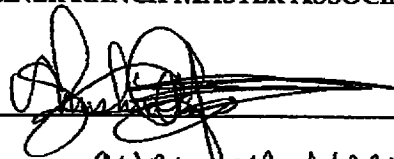
d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 19th day of OCTOBER, 2021.

STEINER RANCH MASTER ASSOCIATION, INC.

By: 

Printed: CHRISTINA MORALES

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 19th day of October, 2021 personally appeared Christina Morales, Secretary of Steiner Ranch Master Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

DISPLAY OF RELIGIOUS ITEMS POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, CHRISTINA MORALES, Secretary of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 19th day of OCTOBER, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Display of Religious Items Policy is that property restricted by the "Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2017097349, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

MAC Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, a Master Architectural Committee

("MAC") application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require MAC approval. All other religious displays shall require MAC approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require MAC approval.
- b. Seasonal religious holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than 60 days before and 30 days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an MAC application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

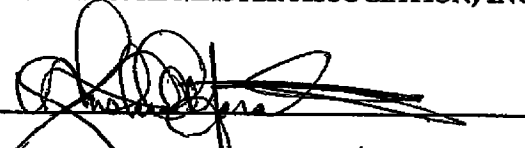
1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 19TH day of OCTOBER, 2021.

STEINER RANCH MASTER ASSOCIATION, INC.

By: 

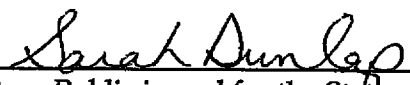
Printed: CHRISTINA MORALES

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 19th day of OCTOBER, 2021, personally appeared Christina Morales Secretary of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

SECURITY MEASURES POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, CHRISTINA MORALES, Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 19th day of OCTOBER, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the "Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk's File No. 2017097349, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article III, Section 3.04(a) and Article VI, Section 6.02(c), of the Declaration grants the Board and Master Architectural Committee the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.
3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.
4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.
5. Any reference made herein to approval by the Master Architectural Committee (the "MAC"), means prior written approval by the MAC.
6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **MAC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, a MAC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

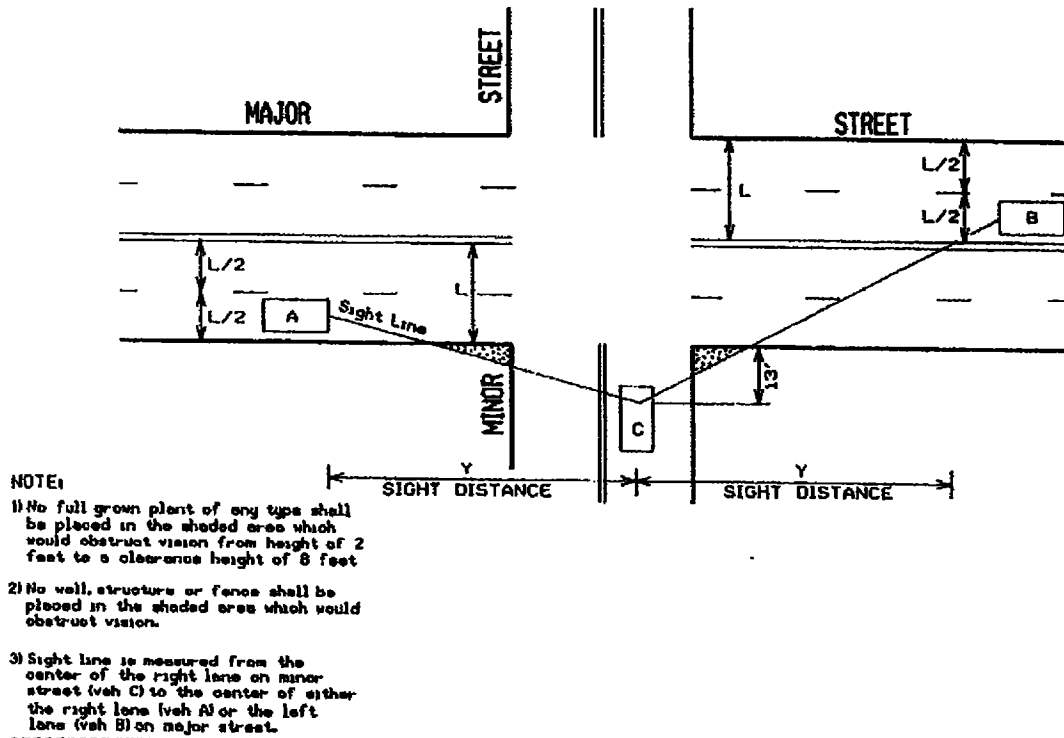
The Association is not obligated to and will not review an Owner's MAC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

2. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing generally
 - (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
 - (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, barbed wire, electrified, and vinyl security measure fencing is expressly prohibited and will not be approved by the MAC.
 - (iii) No vines or vegetation shall be allowed to grow on security measure fencing.

- b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:
- (i) Must be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The MAC shall have the discretion to approve any other type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing";
 - (ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;
 - (iii) The color must be black;
 - (iv) Security measure fencing pickets shall be 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;
 - (v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and be a slide gate. The related fence motors/equipment must be kept screened from view with evergreen shrubs;
 - (vi) 2'x2' stone or brick column/pillar with cap which generally matches the front elevation of the home must be located:
 - a. At each corner of the Lot;
 - b. Both sides of any driveway or pedestrian gates; and
 - c. At least every 48';
 - (vii) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a 2'x2' stone or brick column/pillar with cap adjacent to the wood post/wood fencing which generally matches the front elevation of the home; and
 - (viii) Chain link, barbed wire, electrified, vinyl, and wood security measure fencing is expressly prohibited and will not be approved by the MAC.
 - (ix) On any corner lot on which a front yard is required by the zoning ordinance of the City of Austin, no structure, including signs shall be

maintained within the triangular area formed by the intersecting street lines and a straight line connecting such street lines, at points thirteen (13) feet from the point of intersection measured along such street lines. (See illustration below).



- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with Texas, City of Austin and/or Travis County Regulations and Ordinances, if any.
- e. The MAC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the MAC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the MAC application to the MAC. In the event that the Affected Lot Owner(s) refuse to sign the MAC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the

Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

3. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

4. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE MAC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE MAC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE MAC PURSUANT TO THIS POLICY.

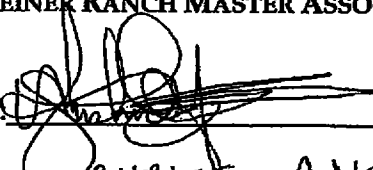
OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE MAC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Travis County, Texas.

TO CERTIFY which witness my hand this the 19th day of OCTOBER, 2021.

STEINER RANCH MASTER ASSOCIATION, INC.

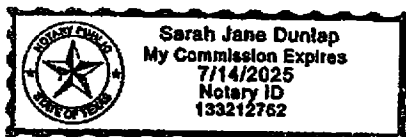
By: 

Printed: CHRISTINA MORALES

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 19th day of OCTOBER, 2021, personally appeared Christina Morales, Secretary of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

APPROVED BY THE MAC:



Name Printed: Samantha Dominguez

Committee Chair

Master Architectural Committee

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Ra
Rebecca Guerrero, County Clerk
Travis County, Texas

May 24, 2022 08:17 AM Fee: \$46.00

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ASSIGNMENT OF MASTER ARCHITECTURAL COMMITTEE RIGHT'S
to the
ARCHITECTURAL COMMITTEE FOR A DEVELOPMENT AREA DECLARATION
in
STEINER RANCH MASTER ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment of the Master Architectural Committee Right's to the Architectural Committee for a Development Area Declaration (this "Assignment") is made by the Board of Directors and the Master Architectural Committee of Steiner Ranch Master Association, Inc., a Texas nonprofit corporation (collectively referred to as the "Assignor") to UTGCCHOA, Inc., a Texas nonprofit corporation (the "Assignee").

WHEREAS, UTGCCHOA, Inc.'s Architectural Reviewer was created in accordance with and subject to the "Notice of Amendment to the Steiner Ranch Development Area Declaration of Covenants, Conditions and Restrictions [Golf Course Residential]" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2022030116 and the "Steiner Ranch [Golf Course Residential] Development Area Declaration" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2004036584 (collectively referred to as the "Golf Course DAD");

WHEREAS, pursuant to Article VI, Section 6.02(j) of the "Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2017097349 ("Master Declaration"), the Master Architectural Committee may delegate to any architectural committee for a Development Area any right or duty of the Master Architectural Committee;

WHEREAS, Assignor desires to grant to Assignee its rights, privileges, powers and duties as it relates to its architectural authority for the Development Area described under the Golf Course DAD; and

WHEREAS, Assignee desires to assume the rights, privileges, powers and duties granted to the Master Architectural Committee as it relates to the Development Area described in the Golf Course DAD pursuant to the authority in the Master Declaration, as amended and supplemented.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and intending to be legally bound, the Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns all of its architectural committee authority to Assignee as it relates to the Development Area described in the Golf Course DAD, as amended or supplemented, it being expressly understood and agreed that the Assignor retains

the right to revoke such rights and authority at a later date in accordance with Article VI, Section 6.02(j) of the Master Declaration.

2. Assumption. Assignee hereby assumes all rights, powers, title, authority, obligations and interest of the Assignor as it relates to the Development Area described in the Golf Course DAD, as amended or supplemented, pursuant to the authority granted to Assignor by the Master Declaration, as amended and supplemented.

3. Indemnification. Assignee agrees to indemnify, defend (on demand) and hold harmless Assignor from any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, causes of action, attachments, similar legal processes, injunctions, judgments, orders, decrees, rulings, awards, damages, injuries, losses, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, deficiencies, taxes, expenses, interest, and fees, in each case of whatever kind, including any and all attorneys' fees and costs of enforcing any right to indemnification under this Assignment (collectively, the "Indemnifiable Losses"), arising out of or relating to (or alleged to arise out of or relate to) the rights, powers, title, authority, obligations, and interests granted under this Assignment. **THE ASSIGNEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL APPLY EVEN IF THE INDEMNIFIABLE LOSSES ARE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, COMPARATIVE, ACTIVE, PASSIVE, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF THE ASSIGNOR.** Notwithstanding anything herein to the contrary, the Assignee will not be required to indemnify the Assignor from or against any Indemnifiable Losses to the extent such Indemnifiable Losses are finally determined by a court of competent jurisdiction in a final, non-appealable judgment, to be solely caused by the Assignor's gross negligence. Notwithstanding anything herein to the contrary, the Assignee will not be required to indemnify the Assignor from or against Indemnifiable Losses that occurred prior to the date this Assignment becomes effective or solely to the extent such requirement to indemnify would violate the Texas Anti-Indemnity Act.

4. Effective Date of Assignment of Rights. This assignment is effective as of the date of recording of this Assignment in the Official Public Records of Real Property of Travis County, Texas.

5. The approval and acceptance of this Assignment is evidenced by the signatures below.

ASSIGNOR:

STEINER RANCH MASTER ASSOCIATION, INC.

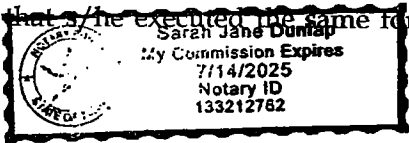
By: *CPB*

Printed: Naren Chilukuri

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned notary public, on this 5 day of May, 2022 personally appeared Naren Chilukuri, President of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~s/he executed the same~~ he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

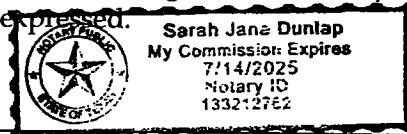
ASSIGNOR:

STEINER RANCH MASTER ASSOCIATION, INC.
MASTER ARCHITECTURAL COMMITTEE

By: Rachel McElvray
Printed: Rachel McElvray
Its: Chair member of AC

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 5 day of May, 2022 personally appeared Rachel McElvray, Chair of AC Committee of Steiner Ranch Master Association, Inc. Master Architectural Committee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

ASSIGNEE:

UTGCCHOA, INC.,
a Texas nonprofit corporation

By:

Printed: Richard I. Clark

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF Texas §

BEFORE ME, the undersigned notary public, on this 5 day of May, 2022 personally appeared Richard Clark President of UTGCCHOA, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



Ra
Rebecca Guerrero, County Clerk
Travis County, Texas

Sep 13, 2022 04:35 PM Fee: \$66.00

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electronic file stamp.

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The undersigned, being the authorized representative of Steiner Ranch Master Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements those instruments entitled "Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File Nos. 2017066085, 2017198995, 2018034664, 2018088238, 2018152062, 2018156500, 2019013508, 2019016635, 2019030987, 2019059772, 2019147392, and 2021261944 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Amended and Restated Governing Documents Enforcement and Fine Policy for Steiner Ranch Master Association, Inc.**

A true and correct copy of this Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 13th day of September, 2022.

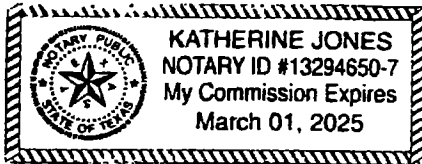
STEINER RANCH MASTER ASSOCIATION, INC.

By: _____

Clint Brown, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 13th day of September, 2022 personally appeared Clint Brown, authorized representative of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

AMENDED AND RESTATED GOVERNING DOCUMENTS ENFORCEMENT AND FINE
POLICY

for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, Secretary of Steiner Ranch Master Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 9th day of September, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Amended and Restated Governing Documents Enforcement and Fine Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article VIII, Section 8.08, of the Declaration for Steiner Ranch grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Declaration.
2. Article III, Section 3.02(c)(iv) of the Declaration for Steiner Ranch grants the Board the authority to levy reasonable fines against any Owner in violation of the Governing Documents.
3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
4. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other governing documents of the Association consistent with Section 209.006 of the Texas Property Code and in the Declaration.
5. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Articles of Incorporation** - The Articles of Incorporation recorded with the Secretary of State on January 18, 2000, as amended.

- 1.2. **Board or Board of Directors** – The Board of Directors of the Association.
- 1.3. **Bylaws** – The Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc. recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2016003167.
- 1.4. **Declaration** – means the "Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2017097349 and any other applicable amendments, annexations or supplements not included and any future amendments, annexations or supplements.
- 1.5. **Governing Documents** – The Declaration, the Articles of Incorporation, the Bylaws, all guidelines and policies applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Travis County, Texas.
- 1.6. **Subdivision** – means any and all Property subject to the Declaration through the filing of a Notice of Applicability in accordance with the Declaration as defined above. Steiner Ranch consists of numerous Development Areas and Phases all of which are located in Travis County, Texas as more particularly described in the Notices of Applicability recorded in the Official Public Records of Real Property of Travis County, Texas.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is incurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and

- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.

Fines, suspension of the right to use the Master Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies** – The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Master Common Area may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** – Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Master Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Master Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Master Common Area without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto under **Exhibit "A"**. Any fines imposed against an Owner will be the personal obligation of the Owner, but will not be charges secured by the Association's lien against the Owner's Lot created by the provisions of the Declaration to secure the payment of assessments. The Board of Directors of the Association may adopt and modify from time to time a Schedule of Fines for various types of violations.

[The remainder of this page was intentionally left blank.]

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this 9 day of September, 2022.

STEINER RANCH MASTER ASSOCIATION, INC.

By: [Signature]

Print Name: Naren Chilukuri

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §



BEFORE ME, the undersigned notary public, on this 9 day of September 2022 personally appeared Naren Chilukuri, Secretary of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas

EXHIBIT A

STEINER RANCH MASTER ASSOCIATION, INC.
SCHEDULE OF FINES

<u>Violation of the Governing Documents</u>	<u>AMOUNT OF FINE</u>
First Violation	Courtesy Notice
Second Violation	\$50.00
Third Violation	\$100.00
Fourth Violation	\$150.00
Violation of the Oak Wilt Policy	
• First Violation of an Owner cutting or trimming between February 1 st and June 30 th	\$250.00
• Second offense within the same year	\$500.00
• Ongoing violation is in addition to the maximum fine	\$250.00

Provided that, if the Declaration sets forth the amount of a fine for a particular violation that is different than the amount of the fine set forth above, the amount set forth in the Declaration controls.

This Schedule of Fines may be amended and/or supplemented from time to time as deemed appropriate by the Board of Directors.



Rebecca Guerrero, County Clerk
Travis County, Texas

Dec 02, 2022 04:22 PM Fee: \$50.00

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Electronically Recorded

STATE OF TEXAS

COUNTY OF TRAVIS

**AMENDMENT TO RULES AND REGULATIONS
STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.
(Enforcement and Leasing Policies)**

Summary:

Short-term rentals are NOT ALLOWED in Steiner Ranch Residential Owners Association.

The minimum lease term is six months.

Homes may not be advertised for daily or weekly rates, and all rental advertising must include the minimum lease term, or any longer term the homeowner wishes to include.

Daily fines may assess for short-term rental and other deed restriction violations.

Prior to leasing, background checks must be performed on all tenants and occupants and provided to the association upon request.

Document reference. Reference is hereby made to that certain Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, filed at Vol. 10920, Pg. 1 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to that certain Steiner Ranch Residential Areas Community Manual, (the "**Community Manual**") filed as Document No. 2012038334 (*Attachment 7, Fine and Enforcement Policy is repealed and superseded by this filing*), and to the Amendments filed as Document Nos. 2017192121 (Oak Will and Leasing – *Exhibit B, Leasing Policy is repealed and superseded by this filing*), 2019055531 (Transfer Fees), 2019098509 (Collection and Payment Plans), and 2021255415 (Additional Rules), all in the Official Public Records of Travis County, Texas (together with any amendments or supplements thereto, the "**Rules**").

WHEREAS the Declaration authorizes the Board of Directors ("**Board**") of the Steiner Ranch Residential Owners Association, Inc. (the "**Association**") to adopt rules and regulations for the community, and the Board has previously adopted the Rules;

WHEREAS the Board has voted to replace the Fine and Enforcement Policy contained in the Community Manual with the Enforcement Policy attached as Exhibit "A"; and

WHEREAS the Board has voted to replace the leasing rules contained in Document No. 2017192121 with the Leasing Policy attached as Exhibit "B";

THEREFORE the Enforcement Policy attached as Exhibit "A", and the Leasing Policy attached as Exhibit "B" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments set forth in Exhibits "A" and "B", the Rules remain in full force and effect.

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature:

Printed Name:

Title:

Deborah Tanner-Jacobs
BOARD PRESIDENT

Exhibit "A": Enforcement Policy

Exhibit "B": Leasing Policy

/Volumes/File Server-1/CLIENTS/Stokier/Ranch/RuleAmend Enforcement and Leasing 9-22/RuleAmend Enforcement & Leasing 9-26-22.doc

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 2nd day of December, 2022,
by Deborah Tanner-Jacobs in the capacity stated above.

[Signature]
Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

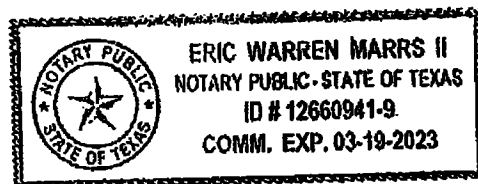


Exhibit "A"

ENFORCEMENT POLICY

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the governing documents other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.

2. **Violation Notices.**

- i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter.

- ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

- A. Send a certified warning letter noting a possible fine and/or other remedy.

- *If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.

- *If the violation is an uncurable or health/safety violation, the fine will levy immediately.

- *Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

- iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

3. **Curable vs. Uncurable Violations.**

- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

- ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or

safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, short-term leasing in violation of the minimum lease terms, advertising for short-term leasing in violation of the leasing restrictions of the association, and holding a prohibited gathering.

4. **When a fine or damage assessment may be levied; Board hearings.**

i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, per state law any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, per state law any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.

ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed immediately in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.

iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (See Section 2(iii) – Subsequent Violations, above.)

5. **Standard Fine Schedule.** Below is the Standard Fine Schedule for violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation. Any mailing fee for letters conveying notice of the fine or other violation shall be levied in addition to the fine and considered part of the fine. For ongoing violations, fines will be levied daily with each day considered a separate violation.*

i. Curable Violations (other than short-term leasing).

A. Courtesy Warning Notice: No fine.

B. 209 Violation Notice: \$25.00 fine (plus any mailing fee); and/or suspension of common area usage rights if violation not cured by stated deadline

C. Subsequent Violation Notices: \$50.00 fine;
\$100.00 fine;
\$125.00 fine;
(Increases \$25.00 for each additional notice).

ii. Uncurable Violations (other than short-term leasing).

A. 209 Violation Notice: \$50.00 fine and as applicable
Property damage assessment.

B. Subsequent Violation Notices: \$75.00 fine;
\$100.00 fine;
\$125.00 fine;
(Increases \$25.00 for each additional notice).

iii. Short-term Leasing Violations (renting or advertising a property for rent for an initial term of less than 6 months).

- A. Daily fine for advertising violations, \$500 per day, or daily advertised rate per day, whichever higher.
- B. Fine for renting in violation of the minimum lease term, \$1,000 per day, or daily advertised rental rate, whichever higher.

- 6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
- 7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board provided the Standard Fine Schedule is being applied. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
- 8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
- 9. **Owners as Responsible Party.** If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.

Exhibit "B"

LEASING POLICY

1. **Definition of Leasing.** A Lot is deemed "leased," and its occupants deemed "tenants," for purposes of these Leasing Rules and other leasing-related provisions in the governing documents, except when: (i) the Lot is occupied by the Lot owner, (ii) the Lot is occupied by a person immediately related to the owner by blood, marriage or adoption¹, (iii) the Lot is vacant, or (iv) title to the Lot is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the Lot owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.
2. **General Lease Conditions; minimum lease term; lease advertising.** The leasing of Lots is subject to the following general conditions:
 - (1) No Lot may be rented for transient or hotel purposes or for an initial lease term of less than 180 days. Leasing for any shorter period shall be considered business use in violation of the restrictions²;
 - (2) All leases must be in writing and must be made subject to the governing documents;
 - (3) An owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all violations of the governing documents by their tenants, occupants, or their guests;
 - (4) Each tenant and occupant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
 - (5) An owner must provide the Association with the beginning and ending date of the initial lease term, and a complete list of all individuals who may occupy the premises as a tenant or occupant, and contact information for one at least tenant or occupant, within 7 days of the effective date of the lease;
 - (6) An owner must provide the Association with current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s) within 7 days of the effective date of the lease;
 - (7) No Lot may be advertised for a term of less than the minimum lease term. All advertisements for the lease of a Lot must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Lot is actually leased for a period of less than the minimum lease term;
 - (8) No lease may restrict occupancy to a give time period. All tenants and occupants must have a right to occupy the Lot for the duration of the lease; and
 - (9) A copy of the lease must be provided within three days of Association request for same.
3. **Screening of Tenants and Occupants; Proof of Screening.** Prior to leasing to anyone or allowing anyone except the Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a home, an Owner must assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased home. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us for a small fee). **CRIMINAL BACKGROUND CHECKS MUST BE PERFORMED ON ALL PROSPECTIVE TENANTS AND OCCUPANTS UNDER THE LEASE. ALL PERSONS OCCUPYING THE PROPERTY MUST BE LISTED ON THE LEASE AS A TENANT OR OCCUPANT.**

¹ A situation where an owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

² Notwithstanding, nothing shall prevent a seller or transferor of a lot from leasing back the home for a period of time less than 180 days following the closing of the sale or transfer.

An Owner must provide proof of screening within three days of a request from the Association.

*****CERTAIN CRIMINAL BACKGROUND PROHIBITED*****

Owners may not lease or allow occupancy under a lease to any individuals who are required to register as sex offenders under the Texas Sex Offender Registration Program (Ch. 62, Texas Code of Criminal Procedure).

Owners may not lease or allow occupancy under a lease to any individuals who within five-year period preceding the effective date of the lease were convicted of a crime of violence, including but not limited to murder, kidnapping, assault, rape, and robbery³.

4. Eviction of Tenants; Non-Renewal of Leases. Every lease agreement on a Lot, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

A. Violation Constitutes Default. Failure by the tenant or his invitees to comply with the governing documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this paragraph. In the event of failure by the tenant to comply with the governing documents or applicable laws, the Board may require the Owner of the Lot to non-renew the lease at the earliest opportunity for non-renewal.

B. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing documents by the Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the governing documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the governing documents.

C. Association Not Liable for Damages. The owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against his tenant, including attorneys fees, and including costs of any eviction. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the governing documents against the owner's tenant.

³ "Crime of violence" is as defined in the Texas Code of Criminal Procedure, namely: any criminal offense defined in the Penal Code or in a federal criminal law that results in a personal injury to a victim; or any act that is not an offense under the Penal Code involving the operation of a motor vehicle, aircraft, or water vehicle that results in injury or death sustained in an accident caused by a driver in violation of Section 550.021, Transportation Code.



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Apr 13, 2023 04:33 PM Fee: \$38.00

2023039026

Electronically Recorded

STATE OF TEXAS
COUNTY OF TRAVIS

AMENDMENT TO RULES AND REGULATIONS
STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.
(Oak Wilt Policy)

Document reference. Reference is hereby made to that certain Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, filed at Vol. 10920, Pg. 1 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to that certain Steiner Ranch Residential Areas Community Manual, filed as Document No. 2012038334 in the Official Public Records of Travis County, Texas (together with any amendments or supplements, the "**Rules**").

This policy REPLACES AND SUPERSEDES the Oak Wilt Policy filed as Exhibit A to the Amendment to Rules and Regulations filed of record in Document no. 2017192121 of the Official Public Records of Travis County, Texas.

WHEREAS the Declaration authorizes the Board of Directors ("**Board**") of the Steiner Ranch Residential Owners Association, Inc. (the "**Association**") to adopt rules and regulations for the community, and the Board has previously adopted the Rules; and

WHEREAS the Board has voted at its meeting April 12, 2023 to adopt the additional Rules attached as Exhibit "A" to supplement the previously-adopted Rules;

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED. Unless otherwise stated herein defined terms are as defined in the Declaration.

Subject solely to the amendments contained in Exhibit "A" the Rules remain in full force and effect.

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Filed of record by Niemann & Heyer LLP, attorneys and authorized agents

Signature:

Connie N. Heyer
Connie N. Heyer, Niemann & Heyer LLP

Exhibit "A": Oak Wilt Policy

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13th day of April, 2023 by
Connie N. Heyer in the capacity stated above.

Kaylan Brown
Notary Public, State of Texas

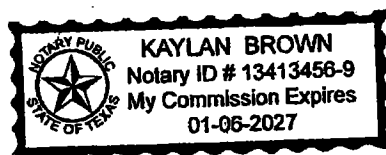


EXHIBIT "A"

Oak Wilt Policy

Section 1. Information Relating to Oak Wilt.

- 1.1 **Disclosure.** Oak Wilt is a disease that has been recognized as causing massive tree losses in the Texas Hill Country. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live Oak, Shumard Red Oak, Spanish Oak, Blackjack Oak, Pin Oak and Water Oak are native oak species that are susceptible to the Oak Wilt fungus. They are members of the Red Oak group and will normally die in a few weeks to months after symptoms are observed, however, the White Oak group, including Bur Oaks, White Oaks and Post Oaks, are less susceptible to the disease but also may die from oak wilt. This information was obtained from the United States Department of Agriculture and USDA Forest Service Southern Research Station, New Orleans, Louisiana, How to Identify and Manage Oak Wilt in Texas, attached hereto as Exhibit "A-1". It can also be found at <https://www.fs.usda.gov/research/treesearch/33446>.
- 1.2 **Identification.** Foliar symptoms can be identified from yellowing or browning of veins of the leaves. For further identification see Exhibit A-1. **Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this Policy to prevent the spread of Oak Wilt.**

Section 2. Treatment/Prevention.

- 2.1 **Pruning.** Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees may be performed from July 1st to January 31st. Pruned trees and/or wounds must be immediately protected with tree paint (i.e., Treekote Tree Compound). Additionally, pruning tools and blades must be sterilized prior to an in between cutting any oak trees. It is the Owner's duty to ensure that the Owner's arborist follows the required protocol outlined in this rule.
- 2.2 **Firewood.** Firewood originating from oak trees must be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by clear plastic to prevent disease-baring insects from escaping.

Section 3. Enforcement.

- 3.1 **Interpretation.** In the event of any dispute regarding the effect or application of this Policy, the interpretation of the Board of Steiner Ranch Residential Owners Association, Inc. will be final.
- 3.2 **Identification; Required Action.** If a tree on the Owner's lot exhibits signs of oak wilt, or if oak wilt identified within 100 feet of any boundary line of the lot, owners must retain the services of an ISA- certified arborist to inspect their trees and must promptly carry out the protocol recommended by the certified arborist. Protocol may include fungicide application, trenching, or other recommended protocol. Owner must promptly provide

the Association proof of owner's retention of the arborist, a copy of the arborist's written recommendations, and written confirmation from the arborist that the arborist has carried out the recommendations.

If after notice from the Association, owner fails to provide proof of any items noted above within five business days, or proof otherwise sufficient to the Board that the Owner is diligently carrying out the inspection, testing, and other treatment protocol, the Association may retain a certified arborist on behalf of the Owner, and carry out the arborist's recommended protocol, and assess all associated costs to the Owner's account¹.

The Association may after at least 24 hours written notice, enter upon the Owner's Lot for purposes of inspection or testing for suspected oak wilt.

- 3.3 Fines. Notwithstanding any language to the contrary in the other applicable governing documents of the Association, the minimum fine² for any violation of this Oak Wilt Policy shall be \$250 per violation. Each tree cut in violation of this policy, and each day of an ongoing violation, may be considered a separate violation. For repeat violations of this policy (including trimming trees out of season without permission on multiple occasions), the fines shall escalate in \$250 increments, and each tree that is cut may be considered a separate violation. The association's managing agent shall have the authority and absent board resolution otherwise on a case-by-case basis is directed to implement/levy these fines for violations of this nature and shall provide any notice required by law.
- 3.4 Legal Action. The Steiner Ranch Residential Owners Association, Inc. may initiate, defend, or intervene in any action or lawsuit brought to enforce any provision of this Policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.
- 3.5 Disclaimer. This policy and the exhibits attached hereto are not a substitute for the consultation and recommendations of an arborist professional. The Steiner Ranch Residential Owners Association, Inc. strongly encourages the regular consultation of an arborist professional. The Steiner Ranch Residential Owners Association, Inc. accepts no liability for any information contained in this policy and the exhibits attached hereto.

¹ See Declaration 5.04(E), granting the Association a right of entry and lien for all associated expenses.

² This is the minimum fine. The board may in its discretion approve a larger fine on a case-by-case basis.

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jun 01, 2023 11:58 AM Fee: \$50.00

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intentionally added for
electronic file stamp.

PROPERTY OWNER'S ASSOCIATION MANAGEMENT CERTIFICATE
for
STEINER RANCH MASTER ASSOCIATION, INC.

In accordance with the Texas Property Code Section 209.004, the Texas Residential Property Owners Protection Act (the "Act"), this Management Certificate of Steiner Ranch Master Association, Inc. shall be recorded in each county in which any portion of the residential subdivision is located – Travis County, Texas. This Management Certificate hereby declares that:

- (1) The name of the subdivision is Steiner Ranch (the "Subdivision");
- (2) The name of the association is Steiner Ranch Master Association, Inc. (the "Association");
- (3) Recording Data for the Subdivision are listed below in (4) recorded in the Official Public Records of Real Property of Travis County, Texas;
- (4) Recording Data for the Declaration and Amendments listed below are recorded in the Official Public Records of Real Property of Travis County, Texas;

Document Name	Recording Data
Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch.	Vol. 13008, Page 0756
Amendment of Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2000143255
Second Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2002057508
Third Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2004027474
Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2004036580
Fifth Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2004092278
Sixth Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2005091740
Seventh Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2005163691

Eighth Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2005231780
Ninth Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2006019332
Tenth Amendment to Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2006244529
Eleventh Amendment to Master Declarations of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2011002035
Twelfth Amendment to Master Declarations of Covenants, Conditions, and Restrictions Steiner Ranch	Doc# 2012062843
Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions	Doc# 2017097349
Development Area Declaration of Covenants, Conditions, and Restrictions [Canyon Glen]	Vol. 13193, Page 0051
Amended and Restated Development Area Declaration of Covenants, Conditions, and Restrictions [The Headlands]	Vol.13193, Page 0081
Declaration of Restrictive Covenants for Steiner Ranch [Steiner Ranch, Phase One, Section 6C] [Private Roadways and Gates]	Doc# 2003129884
Declaration of Restrictive Covenants for Steiner Ranch [Steiner Ranch, Phase One, Section 7B] [Private Roadways and Gates]	Doc# 2005043177
Steiner Ranch [Golf Course Residential] Development Area Declaration	Doc# 2004036584
Steiner Ranch Residential [Golf Course Residential] First Amendment to Development Area Declaration	Doc# 2006024323
Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch [Phase One, Section 9]	Doc# 2002085480
Second Amended and Restated Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch [Steiner Ranch, Phase One, Section 10A]	Doc# 2004036582
Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential, adding Phase One, Section 10B]	Doc# 2004107217

Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential, Phase One, Section 10C]	Doc# 2005121545
Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential, adding Phase One, Section 10D]	Doc# 2009011306
Amended and Restated Declaration of Restrictive Covenants for Steiner Ranch [Steiner Ranch, Phase One, Section 10D] [Private Roadways and Gates]	Doc# 2009011308
Steiner Ranch Development Area Declaration [Lot 1, Block B, MU-11 Final Plat]	Doc# 2013097635
Steiner Ranch [Lot 1, Block B, MU-11 Final Plat] Notice of Applicability	Doc# 2013097634
Development Area Declaration of Covenants, Conditions, and Restrictions [Majestic Oaks]	Vol. 13330, Page 0335
The Grove at Steiner Ranch Amended and Restated Development Area Declaration	Doc# 2014163882
Notice of Addition of Land to the Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch [McCormick Ranch]	Doc# 2014064929
Steiner Ranch [McCormick Ranch] Notice of Applicability	Doc# 2014064985
Steiner Ranch [Parkside] Development Area Declaration	Doc# 2014084996
Steiner Ranch [Phase One, Section 7B] Development Area Declaration	Doc# 2005141179
Development Area Declaration of Covenants, Conditions, and Restrictions [Rio Mesa/Las Brisas]	Doc# 2002167600
Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch [Rio Mesa/Las Brisas]	Doc# 2002167599
Steiner Ranch River Dance Phase One (37 lots) [Sierra Vista] Development Area Declaration of Covenants, Conditions, and Restrictions	Doc# 2003170267
First Amendment to Development Area Declaration of Covenants, Conditions, and Restrictions Steiner Ranch River Dance Phase One (37 lots) [Sierra Vista]	Doc# 2010068869
Steiner Ranch River Dance, Phase Two Development Area Declaration	Doc# 2006071642
Steiner Ranch [River Dance, Phase Two] Notice of Applicability	Doc# 2005126894

Steiner Ranch River Dance, Phase 3 Development Area Declaration	Doc# 2007005360
Steiner Ranch River Dance, Phase 4 [Lots 1 through 10, Block C, and Lots 1 through 60, Block F]	Doc# 2007167596
Steiner Ranch River Dance, Phase 5 Development Area Declaration	Doc# 2008090148
Steiner Ranch [River Dance, Phase 5] Notice of Applicability	Doc# 2006177885
Steiner Ranch River Dance, Phase 6A Development Area Declaration	Doc# 2007196456
Steiner Ranch [River Dance, Phase 6A] Notice of Applicability	Doc# 2007196452
Steiner Ranch River Dance, Phase Six-B Development Area Declaration	Doc# 2008203368
Steiner Ranch [River Dance, Phase Six-B] Notice of Applicability	Doc#2008203367
Steiner Ranch River Dance, Phase Seven-A Development Area Declaration	Doc# 2008194929
Steiner Ranch [River Dance, Phase Seven-A] Notice of Applicability	Doc# 2008194927
Steiner Ranch River Dance, Phase Seven-B Development Area Declaration	Doc# 2008203370
Steiner Ranch [River Dance, Phase Seven-B] Notice of Applicability	Doc# 2008203369
Steiner Ranch [River Heights Grove] Development Area Declaration	Doc# 2005083095
Steiner Ranch [River Heights Overlook] Development Area Declaration	Doc# 2005095779
Steiner Ranch [River Heights Overlook] Phase One, Section 6F Notice of Applicability	Doc# 2003291282
Steiner Ranch Phase One, Section 9 (Phases A, B, & D) [Savannah] Development Area Declaration	Doc# 2002226635
Steiner Ranch Phase One, Section 9 (Phase C) [Savannah Point] Development Area Declaration	Doc# 2005213597
Steiner Ranch Phase One, Section 6D [Shire Ridge] Development Area Declaration	Doc# 2004044397
Steiner Ranch Phase One, Section 6D [Shire Ridge] Notice of Applicability	Doc# 2004044396
Steiner Ranch Phase One, Section 7A [Summer Vista] Development Area Declaration	Doc# 2005232066
Development Area Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch Phase One, Section 4C	Vol. 13009, Page 0380

Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76, Block A and Lot 2 through 52, Block B Development Area Declaration	Doc# 2003134267
Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76, Block A and Lot 2 through 52, Block B Notice of Applicability	Doc#2003134266
Development Area Declaration of Covenants, Conditions, and Restrictions [Westridge]	Doc# 2001035685
Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch [Westridge]	Doc# 2001035684
Notice of Applicability of Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch [Lots 1 and 2, Block A, Steiner Ranch MU-14 Final Plat]	Doc#2018007706
Development Area Declaration Steiner Ranch [Lots 1 and 2, Block A, Steiner Ranch MU-14 Final Plat]	Doc# 2018007705

(5) The name and mailing address for the Association is: ALAMO ASSOCIATION MANAGEMENT, LLC DBA ALAMO MANAGEMENT GROUP, c/o SPENCER POWELL located at 2611 N. Loop 1604 W., Suite 100, San Antonio, TX 78258;

(6) The name, mailing address, telephone number, and email address of the person managing the Association is ALAMO ASSOCIATION MANAGEMENT, LLC DBA ALAMO MANAGEMENT GROUP, c/o SPENCER POWELL located at 2611 N. Loop 1604 W., Suite 100, San Antonio, TX 78258 (210) 485-4088, info@alamomg.com;

(7) The website address where the Association's dedicatory instruments are available in accordance with Section 207.006 of the Act is: www.amghoa.com;

(8) The fees charged by the Association relating to a property transfer in the Subdivision are: \$250 Resale Transfer Fee, \$420 Working Capital Assessment

(9) Prospective purchasers and current members are advised to independently examine the subdivision's declarations, bylaws, articles of incorporation and all other governing documents of the Association as may be created, amended or modified, from time to time.

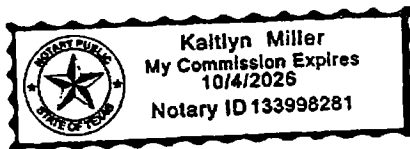
(SIGNATURE PAGE TO FOLLOW)

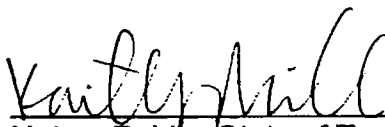
STEINER RANCH MASTER ASSOCIATION, INC.
BY ALAMO ASSOCIATION MANAGEMENT, LLC
DBA ALAMO MANAGEMENT GROUP,
Its Managing Agent

By: 
DAVID MERCADO, as Managing Agent
Representative
ALAMO ASSOCIATION MANAGEMENT, LLC
DBA ALAMO MANAGEMENT GROUP

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SUBSCRIBED AND SWORN TO BEFORE ME by STEINER RANCH MASTER ASSOCIATION, INC. by ALAMO ASSOCIATION MANAGEMENT, LLC DBA ALAMO MANAGEMENT GROUP, Its Managing Agent by DAVID MERCADO, Managing Agent Representative of ALAMO ASSOCIATION MANAGEMENT, LLC DBA ALAMO MANAGEMENT GROUP, on this the on this the 1st day of June, 2023.




Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jun 28, 2023 03:05 PM Fee: \$52.00

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Steiner Ranch Master Association Collection Policy

Alamo Management Group (also known as "AMG") establishes the following policy regarding both late payments and failures to make payments which, among other topics, addresses the waiver of administrative fees and optional payment plans.

Delinquency

Accounts are considered delinquent if an assessment is not paid within the grace period, if any, set forth in the HOA governing documents. The account will remain delinquent until all past due assessments are paid in full. Appendix "A" contains AMG's administrative fee schedule for delinquent payments.

AMG's administrative fees are in addition to late fees charged by the Association. AMG's fees accrue every 30 days an assessment remains delinquent.

A waiver of AMG's administrative fee and the Association's late fees must be requested on or before the date set forth in the Delinquency Statement. No fee will be waived after that date. A request is made by emailing a waiver request form to AMG's delinquency department. Waiver request forms may be requested by email and must set forth the reason for the requested waiver. No fee will be waived until all past due assessments are paid in full or are agreed to be paid through an alternative payment arrangement.

AMG will forward a request for a waiver of the Association's late fees to the Association for consideration. Requests for waivers of AMG's administrative fees will be considered by AMG based on the guidelines set forth in Appendix "B." A denial of a waiver may be reviewed upon the submission of a written request emailed to AMG's delinquency department no later than 3 days after the initial denial of the waiver. The initial denial will be reviewed by Accounting Operations Manager or the Director of Management/Director of Lifestyle Management of the HOA. If the waiver is granted after this review, the waiver will be reflected on the homeowner's statement. If the waiver is denied after this review, the homeowner will be notified by email.

An owner verification fee will be charged to any account which remains delinquent for ninety days and will not be waived.

Collections

After the notice required by section 209.0064 of the Texas Property Code has been sent to the homeowner and the required notice period has expired, the delinquent account will be referred to the HOA's attorney for further collection which may include the filing of a lawsuit and the foreclosure on the homeowner's property. All delinquent accounts will be referred to the HOA's attorney unless the HOA has submitted written instructions to AMG's Legal and Delinquency Department requiring AMG to seek the HOA's approval before the delinquent account is referred to the HOA's attorney.

Delinquent accounts referred to the HOA's attorney will be assessed monthly fees in accordance with the fee schedule attached as Appendix A. After a delinquent account has been referred to the HOA's

attorney, any communication regarding the delinquent account will be forwarded to the HOA's attorney.

Payment Plans

Alamo Management Group offers all homeowners the opportunity to enroll in an alternative payment plan arrangement. All payment plans offered by Alamo Management Group take the HOA's payment plan policy into consideration.

All payment plans will be for a minimum duration of three months and a maximum duration of six months. Unless otherwise instructed in writing, Alamo Management Group will provide homeowners a payment plan that does not exceed six months in duration. Any homeowner seeking a payment plan exceeding six months must email a request for an extended payment plan to the HOA's Community Manager/Lifestyle Coordinator who will submit the request to the HOA's board of directors for consideration.

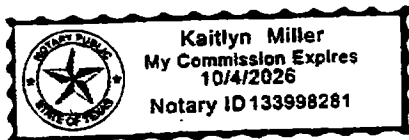
The initial payment under the payment plan will be twenty percent (20%) of the amount owed. The plan is subject to a \$10.00 monthly administrative fee payable to Alamo Management Group.

Payment plans will be reviewed monthly to ensure the payments are not in default. Upon any default in payment, the balance due at the time of the default shall be immediately due and payable and late fees will be charged based on the number of notices sent to the homeowner prior to the establishment of the payment plan. Any homeowner who defaults under the terms of a payment plan will be ineligible for a payment plan for two years following the default unless otherwise approved by the HOA's board of directors.

Signature: *Amy Yukich*
Title: President
Date: June 28, 2023

BEFORE ME on this day personally appeared Amy Yukich known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of June, 2023.



Kaitlyn Miller
Notary Public, State of Texas

Appendix "A"

Alamo Management Group Fee Schedule

Action	Timing	Authority	Amount
1 st Notice	Upon 30 days Delinquency	Per Association Documents ¹	\$25.00
2 nd Notice- Intent to Perform Owner Verification Search	No sooner than 30 days after 1 st Notice	Per Association Documents	\$25.00
3 rd Notice (Sent Certified Mail)	No sooner than 30 days after 2 nd Notice	Per Association Documents	\$25.00, \$50.00 (Owner Verification fee)
4 th Notice – Notice of Transfer to Attorney (Sent Certified Mail)	No Sooner than 30 days after 3 rd Notice	Per Association Documents	\$25.00, plus cost of Certified Mail
File Transferred to Attorney	No sooner than 45 days after 4 th Notice	Per Association Documents	\$10.00 per month at Attorney's office
Payment Plan Administrative Fee	Once a month issued on the 1 st of each month	Per AMG Collections & Payment Plan Policy	\$10

¹ Association Documents include the Association's Bylaws, as amended, Articles of Incorporation, the Association's Declaration of Covenants, Conditions and Restrictions, and all rules, regulations, policies, resolutions, and consents established pursuant thereto.

Appendix “B”

Criteria of Fee Waivers Approved by Alamo Management Group²

- **Fees due to Alamo Management Group Error**
 - Administrative fees charged to a homeowner’s account due to an error by Alamo Management Group will be waived from the homeowner’s account.
- **Administrative Fees Due to Untimely Payment**
 - If a homeowner has timely paid all assessments and administrative fees charged to the homeowner’s account for the two-year period preceding a delinquent payment, Alamo Management Group will waive the first administrative fee charged to the homeowner’s account as a result of a delinquency as a courtesy to the homeowner
 - If a payment is timely made by mailing the payment to Alamo Management Group’s lockbox but was not timely processed by Alamo Group Management, any administrative fee charged to the homeowner’s account will be waived if the homeowner provides proof that the payment was mailed at least fifteen business days before the payment’s grace period ends.
- **Administrative Fees Charged by Previous Management Company**
 - Alamo Management Group will not waive any fees charged by a prior management company without at least one of the following:
 - The HOA’s approval of a waiver
 - Evidence provided by the homeowner that the fee was charged in error
 - Written proof that the previous management company approved the waiver during the period of time the previous management company managed the HOA
- **Account Statement Not Received**
 - If an account statement is mailed to an incorrect address or was sent to the incorrect name of the homeowner, Alamo Management Group will waive any administrative fee charged to the account as a result of that mailing
 - If no statement was mailed to the homeowner, Alamo Management Group will waive any administrative fee charged to the account based on Alamo Management Group’s oversight

² Alamo Management Group is only authorized to waive the administrative fees charged by Alamo Management Group. Any request for a waiver of delinquency fees charged by the HOA must be submitted to the HOA for consideration.

• **Hardship Claims**

- **Alamo Management Group may, in its sole discretion on a case-by-case basis, waive an administrative fee charged to a homeowner's account if the homeowner fails to timely make a payment due to the following hardships:**

- **Loss of income/employment**
- **Medical complications**
- **Natural disasters**
- **Death**

Appendix "C"

Guidelines of Payment Plans per Alamo Management Group Establishment

Upon a homeowner's written request, a payment plan will be established subject to the following terms:

- The initial payment will be 20% of the current balance due and payable on the first day of the following month unless the written request is received during the last week of the month in which case the initial payment will be due the first day of the second month following the request (i.e., the initial payment of a payment plan requested during the last week in January will be due March 1)
- The balance remaining due after the initial payment will be paid in equal monthly installments to be calculated based on the duration of the plan
- The maximum duration of a payment plan will be six months unless the HOA's board of directors approves a payment plan of greater duration
- Each plan will be subject to a \$10 monthly administrative fee payable to Alamo Management Group³

Default

All payment plans will be reviewed monthly on the last day of the month to ensure payments are not in default. A default includes any failure to timely pay the full amount payable under the terms of the payment plan. A homeowner who notifies Alamo Management Group in writing that a payment will not be timely made will not be considered in default if the homeowner pays the late payment the following month in addition to the payment required to be made that month.

³ This is in addition to any interest or fee the HOA charges pursuant to the HOA's governing documents or otherwise approved by the HOA's board of directors

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jul 24, 2023 04:39 PM Fee: \$50.00

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Electronically Recorded

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intentionally added for
electronic file stamp.

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THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Steiner Ranch Master Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements those instruments entitled "Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File Nos. 2017066085, 2017198995, 2018034664, 2018088238, 2018152062, 2018156500, 2019013508, 2019016635, 2019030987, 2019059772, 2019147392, 2021261944, and 2022152545 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Motorized Vehicle Policy for Steiner Ranch Master Association, Inc.**

A true and correct copy of this Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 24th day of July, 2023.

STEINER RANCH MASTER ASSOCIATION, INC.

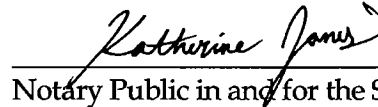
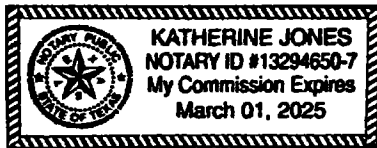
By:



Jeff Libersat, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 24th day of July, 2023 personally appeared Jeff Libersat, authorized representative of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS

the Association, including all trails, grounds, and any non-paved surfaces. Provided, however, Motorized Vehicles that are permitted to travel upon Texas streets and highways with posted speed limits of over 35 miles per hour are permitted in or upon any surface parking lot within the Common Facilities and private streets within the Association as indicated on the applicable plat. Usage of motorized vehicles on sidewalks or community property is strictly prohibited.

- 1.2. For the purpose of this Policy, a Motorized Vehicle shall mean a self-propelled device in or by which a person or property is or may be transported, and shall include but not be limited to:

Cars, trucks, vans, golf carts, neighborhood electric vehicles, all-terrain vehicles, electric bicycles, scooters (gas or electric) electric personal assistive mobility devices (EPAMDs), pocket bikes, mini-motorbikes, dirt bikes, mopeds, motorcycles, motor-driven cycles, utility type vehicles and recreational off-highway vehicles, as some or all of these devices may be defined by the Texas Transportation Code, or its successor statute.

- 1.3. The Board shall have sole discretion in determining whether a device constitutes a Motorized Vehicle for purposes of this Policy. However, motorized mobility devices and motor-assisted scooters, as defined by the Texas Transportation Code or its successor statute, shall not be considered Motorized Vehicles for purposes of this Policy. It is not the intent of this Policy to prohibit a person from the use of a Motorized Vehicle who is authorized to do so by any federal, state or local law. If it is found that the prohibition of any Motorized Vehicle pursuant to the terms set forth herein is in violation of any law, then this Policy shall be interpreted to be as restrictive as possible while not violating such law.
- 1.4. Any operation and/or use of a Motorized Vehicle by a person that does not possess a valid license in their name, as defined by the Texas Transportation Code or its successor statute, shall be considered a violation of this Policy.
- 1.5. Any operation and/or use of a Motorized Vehicle within the Common Properties that violates this Policy shall be considered a violation of this Policy, and shall be subject to criminal prosecution and fines.
- 1.6. This Policy does not apply to Motorized Vehicles that are operated within the Common Properties by or on behalf of the Association, law enforcement agencies and/or emergency responders.
- 1.7. Owners assume all liability for the use of Motorized Vehicles and any accidents which may occur in within Steiner Ranch. Upon request, Owners

must provide the Association with the registration of any Motorized Vehicles and waiver of liability.

II. Enforcement

- 2.1. Violators of this Policy shall incur a \$500 fine per incident, in addition to the cost of repairs for any damages sustained by Association Property as a result of the violation. An Owner may also be fined if the Owner's tenant(s), visitor(s) or invitee(s) violates any term or provision of this Policy. A fine(s) may be levied in addition to any other remedy the Association may have to pursue a violation of this Policy and in no way limits or precludes the Association from pursuing any other remedy to enforce this Policy.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Motorized Vehicle Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

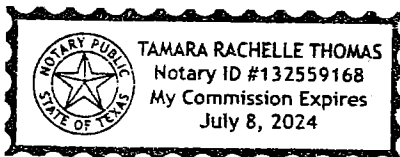
STEINER RANCH MASTER ASSOCIATION, INC.

By: Rachel McGilvray

Printed: Rachel McGilvray
Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 22 day of July 2023, personally appeared Rachel McGilvray, as Secretary of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Tamara R. Thomas
Notary Public in and for the State of Texas

STEINER RANCH MASTER ASSOCIATION, INC.

By: Amy Yukich

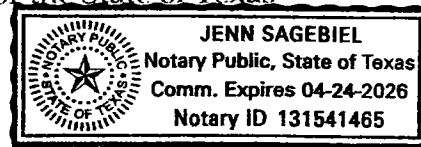
Printed: Amy Yukich

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 23 day of July, 2023, personally appeared Amy Yukich, as President of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Jenn Sagebiel
Notary Public in and for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 07, 2024 03:26 PM Fee: \$61.00

2024013215

Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO RULES AND REGULATIONS
STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.
(Amended Enforcement Rule; Restated Leasing Rule and Oak Wilt Policy)

Summary:

Short-term rentals are NOT ALLOWED in Steiner Ranch Residential Owners Association.

The minimum lease term is six months.

Homes may not be advertised for daily or weekly rates, and all rental advertising must include the minimum lease term, or any longer term the homeowner wishes to include.

Daily fines may assess for short-term rental and other deed restriction violations.

Prior to leasing, background checks must be performed on all tenants and occupants and provided to the association upon request.

Document reference. Reference is hereby made to that certain Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, filed at Vol. 10920, Pg. 1 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to that certain Steiner Ranch Residential Areas Community Manual, (the "**Community Manual**") filed as Document No. 2012038334 and to the rules filed of record as Document Nos. 2022187291 (Enforcement and Leasing Rules) and 2023039026 (Oak Wilt Policy), all in the Official Public Records of Travis County, Texas (together with any amendments or supplements thereto, the "**Rules**" or "**Rules and Policies**").

This document wholly REPLACES and SUPERSEDES the Enforcement and Leasing Rules filed of record as Document No. 2022187291 and the Oak Wilt Policy filed of record as Document No. 2023039026 in the Official Public Records of Travis County, Texas.

WHEREAS the Declaration authorizes the Board of Directors ("**Board**") of the Steiner Ranch Residential Owners Association, Inc. (the "**Association**") to adopt rules and regulations for the community, and the Board has previously adopted the Rules;

WHEREAS the Board has voted to AMEND and restate the enforcement rule filed of record as Document No. 2022187291 and since it was filed in conjunction with the leasing rule, RESTATE without amendment the leasing rule filed in that same document; and

WHEREAS the Board has voted to RESTATE the oak wilt policy filed of record in Document No. 2023039026 for purposes of consolidation of rules with this filing.

THEREFORE the Enforcement Policy attached as Exhibit "A" has been amended, and the Leasing Policy attached as Exhibit "B" and Oak Wilt Policy attached as Exhibit "C" have been, and by these presents are, ADOPTED, RESTATED and APPROVED.

Subject solely to the amendments set forth in Exhibits "A", "B" and "C", the Rules remain in full force and effect.

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Filed of record in accordance with Texas Property Code Ch 202 by
Niemann & Heyer LLP, attorneys and authorized agents

Signature:

Connie N. Heyer

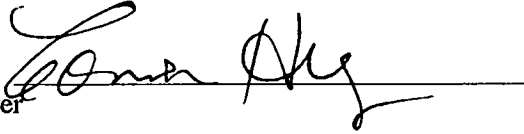


Exhibit "A": Enforcement Policy

Exhibit "B": Leasing Policy

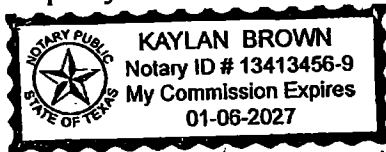
Exhibit "C": Oak Wilt Policy

RuleAmend Enforcement & Leasing & Oak Wilt 10-24-23 .doc

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 7th day of February 2024, by Connie Heyer
in the capacity stated above.




Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Exhibit "A"

ENFORCEMENT POLICY

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the governing documents other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.

2. **Violation Notices.**

- i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter. Courtesy notice may be sent first class mail, email, or other method of the Board or manager's election.

- ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

- A. Send a certified warning letter noting a possible fine and/or other remedy.

- *If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.

- *If the violation is an incurable or health/safety violation, the fine will levy immediately.

- *Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

- iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required.

3. **Curable vs. Incurable Violations.**

- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, short-term leasing in violation of the minimum lease terms, advertising for short-term leasing in violation of the leasing restrictions of the association, and holding a prohibited gathering.

4. **When a fine or damage assessment may be levied; Board hearings.**

i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, per state law any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, per state law any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.

ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed immediately in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.

iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (See Section 2(iii) – Subsequent Violations, above.)

5. **Standard Fine Schedule.** Below is the Standard Fine Schedule for violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below).* Any mailing or transmittal fee for letters, emails, or other messages given pursuant to this rule shall be levied in addition to the fine and considered part of the fine. For ongoing violations, fines will be levied daily with each day considered a separate violation.

i. Curable Violations (other than short-term leasing).

- | | | |
|----|-------------------------------|--|
| A. | Courtesy Warning Notice: | No fine. |
| B. | 209 Violation Notice: | \$25.00 fine (plus any mailing fee); and/or suspension of common area usage rights if violation not cured by stated deadline |
| C. | Subsequent Violation Notices: | \$50.00 fine;
\$100.00 fine;
\$125.00 fine;
(Increases \$25.00 for each additional notice). |

ii. Uncurable Violations (other than short-term leasing).

- | | | |
|----|-------------------------------|--|
| A. | 209 Violation Notice: | \$50.00 fine and as applicable
Property damage assessment. |
| B. | Subsequent Violation Notices: | \$75.00 fine;
\$100.00 fine;
\$125.00 fine;
(Increases \$25.00 for each additional notice). |

- iii. Short-term Leasing Violations (renting or advertising a property for rent for an initial term of less than 6 months).
- A. Daily fine for advertising violations, \$500 per day, or daily advertised rate per day, whichever higher.
 - B. Fine for renting in violation of the minimum lease term, \$1,000 per day, or daily advertised rental rate, whichever higher.
6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner¹, that hearing shall be held either in person or by remote communication at the Board's election. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board provided the Standard Fine Schedule is being applied. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
9. **Owners as Responsible Party.** If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.
10. **Categories of restrictive covenants.** The general categories of restrictive covenants for which the Association may levy fines are (the Association may levy fines for violations of the following restrictive covenants of the Association):
- 1. Declaration, and any amendments thereto;
 - 2. Bylaws of the Association, and any amendments thereto;
 - 3. Rules and policies, including design guidelines, and any amendments thereto;
and
 - 4. Articles of Incorporation or Certificate of Formation of the Association, and any amendments thereto.

¹ See attached for §209.007 hearing provisions at the time this rule was filed of record.

Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION.

(a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.

(c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

Exhibit "B"

LEASING POLICY

1. **Definition of Leasing.** A Lot is deemed "leased," and its occupants deemed "tenants," for purposes of these Leasing Rules and other leasing-related provisions in the governing documents, except when: (i) the Lot is occupied by the Lot owner, (ii) the Lot is occupied by a person immediately related to the owner by blood, marriage or adoption², (iii) the Lot is vacant, or (iv) title to the Lot is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the Lot owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.
2. **General Lease Conditions; minimum lease term; lease advertising.** The leasing of Lots is subject to the following general conditions:
 - (1) No Lot may be rented for transient or hotel purposes or for an initial lease term of less than 180 days. Leasing for any shorter period shall be considered business use in violation of the restrictions³;
 - (2) All leases must be in writing and must be made subject to the governing documents;
 - (3) An owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all violations of the governing documents by their tenants, occupants, or their guests;
 - (4) Each tenant and occupant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
 - (5) **An owner must provide the Association with the beginning and ending date of the initial lease term, and a complete list of all individuals who may occupy the premises as a tenant or occupant, and contact information for one at least tenant or occupant, within 7 days of the effective date of the lease;**
 - (6) An owner must provide the Association with current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s) within 7 days of the effective date of the lease;
 - (7) No Lot may be advertised for a term of less than the minimum lease term. All advertisements for the lease of a Lot must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Lot is actually leased for a period of less than the minimum lease term;
 - (8) No lease may restrict occupancy to a give time period. All tenants and occupants must have a right to occupy the Lot for the duration of the lease; and
 - (9) A copy of the lease must be provided within three days of Association request for same.
3. **Screening of Tenants and Occupants; Proof of Screening.** Prior to leasing to anyone or allowing anyone except the Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a home, an Owner must assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased home. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us for a small fee). **CRIMINAL BACKGROUND CHECKS MUST BE PERFORMED ON ALL PROSPECTIVE TENANTS AND OCCUPANTS UNDER THE LEASE. ALL PERSONS OCCUPYING THE PROPERTY MUST BE LISTED ON THE LEASE AS A TENANT OR OCCUPANT.**

² A situation where an owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

³ Notwithstanding, nothing shall prevent a seller or transferor of a lot from leasing back the home for a period of time less than 180 days following the closing of the sale or transfer.

An Owner must provide proof of screening within three days of a request from the Association.

*****CERTAIN CRIMINAL BACKGROUND PROHIBITED*****

Owners may not lease or allow occupancy under a lease to any individuals who are required to register as sex offenders under the Texas Sex Offender Registration Program (Ch. 62, Texas Code of Criminal Procedure).

Owners may not lease or allow occupancy under a lease to any individuals who within five-year period preceding the effective date of the lease were convicted of a crime of violence, including but not limited to murder, kidnapping, assault, rape, and robbery⁴.

4. Eviction of Tenants; Non-Renewal of Leases. Every lease agreement on a Lot, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

A. Violation Constitutes Default. Failure by the tenant or his invitees to comply with the governing documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this paragraph. In the event of failure by the tenant to comply with the governing documents or applicable laws, the Board may require the Owner of the Lot to non-renew the lease at the earliest opportunity for non-renewal.

B. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing documents by the Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the governing documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the governing documents.

C. Association Not Liable for Damages. The owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against his tenant, including attorneys fees, and including costs of any eviction. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the governing documents against the owner's tenant.

⁴ "Crime of violence" is as defined in the Texas Code of Criminal Procedure, namely: any criminal offense defined in the Penal Code or in a federal criminal law that results in a personal injury to a victim; or any act that is not an offense under the Penal Code involving the operation of a motor vehicle, aircraft, or water vehicle that results in injury or death sustained in an accident caused by a driver in violation of Section 550.021, Transportation Code.

EXHIBIT "C"

Oak Wilt Policy

Section 1. Information Relating to Oak Wilt.

- 1.1 Disclosure. Oak Wilt is a disease that has been recognized as causing massive tree losses in the Texas Hill Country. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live Oak, Shumard Red Oak, Spanish Oak, Blackjack Oak, Pin Oak and Water Oak are native oak species that are susceptible to the Oak Wilt fungus. They are members of the Red Oak group and will normally die in a few weeks to months after symptoms are observed, however, the White Oak group, including Bur Oaks, White Oaks and Post Oaks, are less susceptible to the disease but also may die from oak wilt. This information was obtained from the United States Department of Agriculture and USDA Forest Service Southern Research Station, New Orleans, Louisiana, How to Identify and Manage Oak Wilt in Texas, attached hereto as Exhibit "A-1". It can also be found at <https://www.fs.usda.gov/research/treesearch/33446>.
- 1.2 Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. For further identification see Exhibit A-1. Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this Policy to prevent the spread of Oak Wilt.

Section 2. Treatment/Prevention.

- 2.1 Pruning. Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees may be performed from July 1st to January 31st. Pruned trees and/or wounds must be immediately protected with tree paint (i.e., Treekote Tree Compound). Additionally, pruning tools and blades must be sterilized prior to an in between cutting any oak trees. It the Owner's duty to ensure that the Owner's arborist follows the required protocol outlined in this rule.
- 2.2 Firewood. Firewood originating from oak trees must be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by clear plastic to prevent disease-baring insects from escaping.

Section 3. Enforcement.

- 3.1 Interpretation. In the event of any dispute regarding the effect or application of this Policy, the interpretation of the Board of Steiner Ranch Residential Owners Association, Inc. will be final.

- 3.2 **Identification; Required Action.** If a tree on the Owner's lot exhibits signs of oak wilt, or if oak wilt identified within 100 feet of any boundary line of the lot, owners must retain the services of an ISA- certified arborist to inspect their trees and must promptly carry out the protocol recommended by the certified arborist. Protocol may include fungicide application, trenching, or other recommended protocol. Owner must promptly provide the Association proof of owner's retention of the arborist, a copy of the arborist's written recommendations, and written confirmation from the arborist that the arborist has carried out the recommendations.

If after notice from the Association, owner fails to provide proof of any items noted above within five business days, or proof otherwise sufficient to the Board that the Owner is diligently carrying out the inspection, testing, and other treatment protocol, the Association may retain a certified arborist on behalf of the Owner, and carry out the arborist's recommended protocol, and assess all associated costs to the Owner's account⁵.

The Association may after at least 24 hours written notice, enter upon the Owner's Lot for purposes of inspection or testing for suspected oak wilt.

- 3.3 **Fines.** Notwithstanding any language to the contrary in the other applicable governing documents of the Association, the minimum fine⁶ for any violation of this Oak Wilt Policy shall be \$250 per violation. Each tree cut in violation of this policy, and each day of an ongoing violation, may be considered a separate violation. For repeat violations of this policy (including trimming trees out of season without permission on multiple occasions), the fines shall escalate in \$250 increments, and each tree that is cut may be considered a separate violation. The association's managing agent shall have the authority and absent board resolution otherwise on a case-by-case basis is directed to implement/levy these fines for violations of this nature and shall provide any notice required by law.
- 3.4 **Legal Action.** The Steiner Ranch Residential Owners Association, Inc. may initiate, defend, or intervene in any action or lawsuit brought to enforce any provision of this Policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.
- 3.5 **Disclaimer.** This policy and the exhibits attached hereto are not a substitute for the consultation and recommendations of an arborist professional. The Steiner Ranch Residential Owners Association, Inc. strongly encourages the regular consultation of an arborist professional. The Steiner Ranch Residential Owners Association, Inc. accepts no liability for any information contained in this policy and the exhibits attached hereto.

⁵ See Declaration 5.04(E), granting the Association a right of entry and lien for all associated expenses.

⁶ This is the minimum fine. The board may in its discretion approve a larger fine on a case-by-case basis.



Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

Sep 23, 2024 10:16 AM Fee: \$41.00

2024105340

Electronically Recorded

STATE OF TEXAS

COUNTY OF TRAVIS

**AMENDMENTS TO BYLAWS
STEINER RANCH MASTER ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, filed as Document 2017077349 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Second Amended and Restated Bylaws filed as Document 2016003167, and amended is Documents 2018156500, 2019013508, and 2019030987, all in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Bylaws**").

WHEREAS Bylaws section 11.1 authorizes the Board of Directors ("**Board**") of the Steiner Ranch Master Association, Inc. (the "**Association**") to adopt amendments to the Bylaws;

WHEREAS the Board has voted to amend the Bylaws as shown on attached Exhibit "A";

THEREFORE the Bylaws amendments shown on attached Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments set forth in Exhibit "A", the Bylaws remain in full force and effect.

STEINER RANCH MASTER ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature: *Amy Yukich*
Printed Name: Amy Yukich
Title: President

Exhibit "A": Bylaws Amendments

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20 day of September, 2024, by *Amy Yukich* in the capacity stated above.

[Signature]
Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

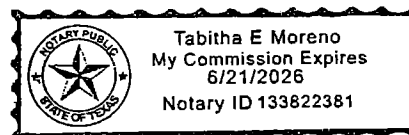


EXHIBIT "A"

BYLAWS AMENDMENTS

Section 4.2 Number of Directors.

The number of directors in the Association shall be five (5). The number may be changed by amendment to these Bylaws but shall never be less than three (3). A decrease in the number of directors may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors shall be effectuated at an annual or special meeting of the Members where the increased positions on the Board shall be filled by a vote of the Members as provided herein for the election of directors, and further provided that the staggering of terms be sustained in a manner set forth by the Board.

Section 4.3. Election of Directors and Term of Office.

Director terms shall be for three (3) years, staggered so that at least one term expires each year. Each director shall continue to hold office until his/her successor is appointed or elected and qualified*.

Election of directors may be by any absentee ballot, proxy and /or electronic media, by a plurality of the votes entitled to be cast in person or by proxy, or by any combination of the same as determined by the Board.

At least thirty (30) days before the date the Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the association shall provide notice (the "Solicitation Notice") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under Section 4.1 and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be mailed to each Member, emailed to each Member that has registered their e-mail address with the Association, or posted in a conspicuous manner reasonably designed to provide notice to Members.

**Transition provision: at the time of adoption of this amendment, two terms expire in 2025 and three terms expire in 2026. In the 2026 Board election, two persons shall be elected for three-year terms, and one person shall be elected for a one-year term: in 2027 that position shall be open for election to a three-year term.*

Section 4.5. Removal of Directors and Vacancies.

A vacancy in a director position created before the end of the director's term may be filled by the affirmative vote of the Majority of the remaining directors, regardless of whether that Majority is less than a quorum. A director so appointed to fill a vacancy is appointed for the unexpired term of the appointee's predecessor in office.

Any director may be removed by the vote of 2/3rds of all the remaining directors not subject to removal should the board determine that a director violated the Code of Conduct enacted by the Association, with such determination being within the sole and absolute discretion of the Board. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Board, a successor shall then and there be elected by the Board to fill the vacancy for the remainder of the term of such removed director.

Any director may be removed with or without cause by a majority vote of the Members present in person or by proxy at a meeting at which a quorum is present. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Members, a successor shall be elected at a meeting called by the Board that takes place within forty-five (45 days) of the vote that removed the director.

If any director misses more than three (3) board meetings within a twelve (12) month period, she/he shall be considered automatically removed from office effective immediately. Upon removal of the director, at the next board meeting a successor shall be appointed by the affirmative vote of a Majority of the remaining directors, regardless of whether that Majority is less than a quorum.

Exhibit "A"

LEASING POLICY

1. **Definition of Leasing.** A dwelling is deemed "leased," and its occupants deemed "tenants," for purposes of this Leasing Policy, when the dwelling is occupied by any person other than the owner and the owner receives any consideration or benefit, as set forth in section 2.03(a) of the Declaration. This definition applies irrespective of whether there is a written agreement between the owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.
2. **General Lease Conditions; minimum lease term; lease advertising.** The leasing of dwellings is subject to the following general conditions:
 - (1) No dwelling may be rented for transient or hotel purposes or for an initial lease term of less than 180 days;
 - (2) All leases must be in writing and must be made subject to the governing documents;
 - (3) An owner is responsible for providing tenants/occupants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all violations of the governing documents by their tenants, occupants, or their guests;
 - (4) Each tenant and occupant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
 - (5) An owner must provide the Association with current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s) within 7 days of the effective date of the lease;
 - (6) No dwelling may be advertised for a term that is less than the 180 day minimum lease term. All advertisements for the lease of a dwelling must clearly state that the minimum lease term required by this rule (or any longer term the owner wishes to apply). **Daily or weekly rates (or any rate less than monthly) may not be advertised.** Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised dwelling is actually leased for a period of less than the minimum lease term;
 - (7) No lease may restrict occupancy to a given time period. All tenants and occupants must have a right to occupy the dwelling for the duration of the lease; and
 - (9) A copy of the lease must be provided to the Association within seven days of the effective date of the lease, and within three days of Association request for same. All persons with permission to occupy the premises must be listed on the lease.
3. **Screening of Tenants and Occupants; Proof of Screening.** Prior to leasing to anyone or allowing anyone except the Lot Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a Lot, it is recommended that an Owner assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us for a small fee).
4. **Eviction of Tenants; Non-Renewal of Leases.** Every lease agreement on a dwelling, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:
 - A. **Violation Constitutes Default.** Failure by the tenant or his/her/its invitees to comply with the governing documents, federal or State law, or local ordinance is deemed to be a default under the lease.

When the Association notifies an owner of the tenant's violation, the owner will promptly obtain the tenant's compliance or exercise owner's rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain the tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this paragraph. In the event of failure by the tenant to comply with the governing documents or applicable laws, the Board of Directors may require the owner of the dwelling to non-renew the lease at the earliest opportunity for non-renewal.

B. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing documents by the Association, each owner appoints the Association as owner's attorney-in-fact, with full authority to act in owner's place in all respects, solely for the purpose of enforcing the governing documents against the tenants/occupants, including but not limited to the authority to institute forcible detainer proceedings against the tenant on owner's behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the governing documents.

C. Association Not Liable for Damages. The owner of a leased dwelling is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against a tenant/occupant, including attorney's fees, fines or damage assessments levied due to tenant conduct or conduct of the occupants, guests or invitees, and including costs of any eviction. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the governing documents against the owner's tenant.

5. FINES. Notwithstanding any language to the contrary in the other applicable governing documents, the minimum fine¹ for any violation of this leasing rule involving either violation of the **minimum lease term** or **lease advertising** provisions shall be **\$500/violation**. Each day of the violation may be considered a separate violation. For repeat violations of these provisions (leasing on multiple occasions for a period of less than 12 months), the fines shall escalate in \$500 increments, and each day of the violation may be considered a separate violation. The Association's managing agent shall have the authority (absent Board resolution otherwise) and on a case-by-case basis is directed to implement/levy these fines for violations of this nature and shall provide any notice required for such levy.

¹ This is the minimum fine. The Board may in its discretion approve a larger fine on a case-by-case basis.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Dec 05, 2024 12:12 PM Fee: \$69.00

2024134154

Electronically Recorded

STATE OF TEXAS
COUNTY OF TRAVIS

AMENDMENT TO RULES AND REGULATIONS
STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.
(Xeriscaping Guidelines)

Document reference. Reference is hereby made to the Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, filed in Volume 10920, Page 1 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

Reference is further made to the Steiner Ranch Residential Areas Community Manual, filed as Document No. 2012038334 in the Official Public Records of Travis County, Texas (together with any amendments or supplements, the "Rules").

WHEREAS the Declaration authorizes the Board of Directors ("Board") of the Steiner Ranch Residential Owners Association, Inc. (the "Association") to adopt rules and regulations for the community, and the Board has previously adopted the Rules; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to supplement the previously-adopted Rules; and

WHEREAS Texas Property Code Ch. 202 requires all dedicatory instruments to be filed of record;

THEREFORE the additional rules attached as Exhibit "A" are hereby filed of record in accordance with Chapter 202.

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Filed of record by Niemann & Heyer LLP, attorneys and authorized agents

Signature:

KMM

Kipp Marshall, Niemann & Heyer LLP

Exhibit "A": Xeriscaping Guidelines

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 5th day of December, 2023 by
Kipp Marshall in the capacity stated above.

Elizabeth A. Escamilla
Notary Public, State of Texas

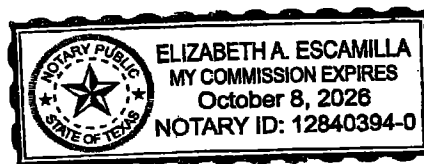


EXHIBIT "A"

XERISCAPING GUIDELINES

Board adopted October 24, 2024

Opening Statement:

Many folks within Steiner Ranch Residential Owners' Association (SRROA) are considering transitioning from high water requirement lawns to drought tolerant landscapes. Below is a quick synopsis of our guidelines for SRROA homeowners. Please remember to submit an Architectural Review request before commencing any projects. Xeriscaping refers to a method of landscape design that minimizes water use. The SRROA supports the efforts of homeowners and the SRROA to reduce the amount of water necessary to maintain the appearance and value of properties within the subdivision. This section presents guidelines for the design, installation and maintenance of, the SRROA Board has formulated the following guidelines to assist homeowners who wish to adopt water conservation friendly landscaping methods.

We believe that it is in the best interest of the Association and our fellow homeowners to follow these guidelines as closely as possible to preserve both the beauty of our community and the value of our homes. Please be advised that all Xeriscaping plans must be approved by the ACC **BEFORE** beginning any work on the project. The SRROA HOA Board, the SRROA Architecture Committee (ACC), and our contracted management company are available to answer any questions you may have and will work carefully with each homeowner to approve designs that further the underlying concept, while still maintaining the appearance of the neighborhood.

Xeriscape areas must be properly maintained. While mowing is usually not necessary, trimming, debris removal, smoothing and replacing ground cover and weeding and replacing plants are required.

Xeriscaping refers to a method of landscape design that minimizes water use. Use plants whose natural requirements are appropriate to the local climate. (see the list below)

About Xeriscaping:

Xeriscaping means using native and adapted plants which grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions. The City of Austin is vigorously promoting Xeriscaping for resource conservation and environmental protection.

The advantages of Xeriscaping include:

- Cost savings on water bills.
- Conservation of diminishing water resources during drought periods.
- Prevention of pollution of surface and ground water from environmentally harmful runoff.
- Reduced yard maintenance requirements.
- Reduced need for costly fertilizers and pesticides.
- Attract hummingbirds, butterflies, and other wildlife into your yard.
- Pride in knowing you are doing something substantial to protect and beautify our community.

About Our Pre-Existing Landscaping Guidelines:

In the past, SRROA HOA has always required full and green turf areas to cover the vast majority of our front yards. While many of us have been able to adhere to this requirement, we also understand that it is becoming unrealistic for a selection of homeowners due to several concurrent years of inhospitable climate conditions and the resultant Water District-enforced watering restrictions. Many of the Xeriscaping Guidelines are consistent with our Pre-Existing Landscaping Guidelines (ACC Rules and CC&R's – The turf amount requirement is the only *substantial* change required to begin the transition to a more environmentally friendly landscaping policy. As such, SRROA intends to manage Xeriscaping proposals as "Requests for Variance", but NOT a replacement of our Pre-Existing Landscaping Guidelines. The Xeriscaping Guidelines represent a new and un-tested policy for considering variances. As such, over the course of the next few years, there may be conflicts found between the two guidelines sets. These will be reviewed by the HOA Board, ACC, contracted management company, and the homeowner on a case by case basis, and any resolutions will result in a revised policy document. Please notify us if you find any conflicts so that we can schedule a meeting to discuss the issue and make any needed determinations. We believe that we can work together to provide a fair and even application of the requested variances.

Below is a quick synopsis of our guidelines for SRROA homeowners.

Xeriscaping refers to a method of landscape design that minimizes water use. Use plants whose natural requirements are appropriate to the local climate. (see the list below)

Guidelines:

- 50% or more plant cover at maturity; 50% evergreen plants. (less than 50% causes "heat island effect") "Gravel is discouraged as ground cover. However, if gravel is to be used for ground cover, it must be submitted to the AC for approval and at least 50% of the area must remain plant material. Gravel in areas that are visible from the street must be submitted to the committee for review.
- Use weed barrier under gravel/rocks (hardscape)
- No decomposed granite or other very small (under 2") gravel within 2 feet of the street, driveway, walkway, etc.
- No artificial turf. During the hot summer months, the surface temperature of the turf can reach 165°
- Maintain! Regularly pull weeds, re-mulch, trim plants, refresh rocks, etc. 50% or more plant cover at maturity; 50% evergreen plants. (less than 70% causes "heat island effect")

Recommendations:

- Plan on over-planting in the beginning. It's easier to remove what doesn't work or survive, than it is to put in more plants once the weed barrier and hardscape is in place.
- Convert to drip irrigation and cap current irrigation
- Avoid large areas with no plants

- Vary the size and color of the rocks for visual interest
- Plant trees for shade
- Aggressively keep weeds out - pull them, dig them, kill them, but don't let them detract from the beauty of your new landscape

<u>• Evergreen shrubs with low water requirements:</u> Glossy abelia Agarita Agave Eleagnus Bush germander Burford holly Dwarf Chinese holly Dwarf yaupon holly Primrose yasmine Prickly pear Texas sage (cenizo) Texas sotol Pale leaf yucca Red yucca Twistleaf yucca	<u>Evergreen perennials, low water requirements:</u> Bulbine Calylophus Cast iron plant (shade Blackfoot daisy Damianita Hymenoxis Bearded iris Bicolor iris Mexican oregano Rock penstemon Pink skullcap Cherry sage Jerusalem sage
<u>Evergreen groundcover low water requirement:</u> Artemisia Aztecgrass (shade) Creeping germander Oregano Purple heart Trailing rosemary Santolina Berkeley sedge Texsa sedge Sedum	<u>Evergreen ornamental grasses, low water requirement:</u> Basket grass <u>Evergreen vine, low water requirement:</u> Crossvine

About Requesting Variances:

All Xeriscaping plans must be approved by the ACC **BEFORE** beginning any work on the project. Failure to gain approval in advance of doing work on the project may result in fines being assessed and may necessitate the return of your property to previous condition at your expense. Approval may require up to a month of research and multiple site visits (depending upon the extent of the proposed changes), so it is best to begin the approval process 2+ months in advance to avoid excessive project delays. The winter months are the best time to plan these changes and improvements (which is also true in standard landscaping). The variance request should be submitted using our Request for Architectural Approval form, which can be found on our website by logging in to Town Square app

<https://app.townsq.io/w/62c4f42a01a3d95ba3862bc4/architectural-review>

or by manually navigating to Town Square > Architectural Review and completing the form and adding appropriate documents of design and plants. Again, please allow time for us to review and approve your request, but feel free to contact us to verify that we have received it and to check on the status.

You MUST Include the Following in Your Request for Variance:

- An overall written outline of your project (a synopsis of what you intend to do). This should draw special attention to any **major** changes that you plan to make (structural, drainage, etc.), and should reference the size and type of any trees and/or shrubs that you wish to remove.
- A drawing or photo(s) of your existing landscaping, with details about the size and type of your existing plants. Include any structural elements already on site (retaining walls, large rocks, etc.). Use an "X" or some other method to indicate in your existing drawing or picture which plants (of any) you plan to remove.
- A drawing of your Xeriscaping plan, clearly showing the existing plants you intend to keep as well as which plants will be added. The more details here the better. Though we know it will be subject to availability at the time of the installation, please try to include estimates of the type, size, and placement of any new plants. If any structural elements will be added (retaining walls, large rocks, etc.) you will need to sketch them to the best of your ability and add details about the materials you will be using, the dimension of the elements, their color, and their placement. If you will be adding a mulching substrate (bark, pebbles, etc.), indicate the type, color, and placement.

Notes: If you are making any changes to your easement/sidewalk strip (strip of sod between the public sidewalk and the curb), please show this on the main drawing, or add it as its own separate drawing. See last page of this document for examples of drawings. It is not permitted to replace the grass in this strip with mulching substrate due to runoff concerns.

Specific Guidelines:

Turf Grass / Sod

Complete and full removal of grass/sod/turf will NOT be allowed. You must continue to maintain at least 30% of your front lawn as turf grass. This may be difficult to measure and may require site visits to verify compliance. However, you may choose to re-seed your lawn with less "thirsty" varieties of grass such as Buffalo Grass, Zoysia, and Bermuda. There is not any one "perfect" turf grass for every situation, so you

may wish to consult with a professional to determine which grasses are likely to do best with your soil and light conditions. You may choose any combination of turf grasses that work best for your site. Keep in mind that all grasses require regular watering when they are newly establishing themselves, and will require some amount of watering thereafter to remain healthy. The goal is to *minimize* the total amount of water and fertilizer needed each year to maintain them.

Alternative Lawns

There are some who advocate using a spread of low profile plants (such as Dutch Clover) as an alternative to a turf grass lawn. They maintain that the plants are more resistant to trampling and climate conditions than traditional lawns. However, some others feel these plants are really just invasive weeds. Because many of these alternative plants scatter seeds or creep into neighboring lawns, we generally do not recommend using them. Some of them also attract bees in great numbers, so they could potentially create a threat to individuals passing by on the sidewalk. Another issue is that they may die back too much during the winter, which could cause your lawn to become a muddy swamp after winter storms. A final concern is that some non-traditional plants used as turf require growing fairly tall before they can go to seed (to re-seed for the next year). With our mowing requirements, they may not reach sufficient height, and so would need to be manually re-seeded each year. If you have a good idea for a low profile alternative lawn, feel free to propose it in your request for variance along with as much information as possible about your suggestion. You may wish to have a backup option ready if we are unable to approve the alternative lawn choice.

Ground Covers / Mulch / Pebbles / Pathways

Non-turf areas can contain a substrate of decomposed granite, ground or chipped hardwood mulch, crushed limestone, paver stones, flagstone, and pebbles of varying sizes (pea gravel). Colors should be in earth tones (white, tan, brown, etc.). Materials to avoid are colored glass mulch, nut shells and husks, rubber mulch, red or black lava rocks, concrete or cement spans larger than a paving stone, and anything that may be sharp or toxic to animals. Ground cover style, color, design, or arrangement must not be offensive or pose a distraction to passing motorists. Keep in mind that any large spans of ground cover material affect drainage because there are no grass root systems to prevent erosion of the soil. For this reason, we request that there is at least one plant used in each 4 square foot span. This may be difficult to measure, and may require site visit(s) to verify compliance. The Water District is concerned about the potential for mulching substrate to wash away causing a negative impact on the sewer system. For this reason, we do not advocate using any such material in the sidewalk strip (between the sidewalk and the curb).

Structural Elements / Retaining Walls / Raised Beds / Large Rocks

These elements can reflect a lot of creativity and bring a design vision together. Retaining walls and raised beds must be crafted using mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging and retaining wall shapes. Cinder blocks (also known as common concrete blocks) may not be used. In general, red bricks may not be used (but an exception may be made for lawns in front of red brick houses). Individual stones can be "dry-fit" (do not need to be cemented together) as long as they do not exceed three (3) feet in height, and are positioned in a way as to maintain stability if kicked, nudged, or run into with a lawnmower. Any retaining walls or raised beds in excess of three (3) feet in height must be engineered. If the ACC determines there is any safety risk in your design OR finished project, you will be required to modify or remove your structural element / retaining wall. Keep in mind that soil frequently erodes out through the cracks between individual stones, so you may want to line your raised beds with landscaping fabric, and top up the soil level once or twice a year. Be careful if creating a raised bed around an established tree, because raising the soil level too high around the trunk can be very harmful (and potentially deadly) for the tree. Large rocks should be used sparingly and positioned as focal

points in your design, not the entire attraction. This will depend on the size of the area you are Xeriscaping, and can be a matter of taste to some extent. However, designs involving twelve large rocks in a bed of pea gravel, for example, are very unlikely to be approved. Avoid causing trip hazards and impeding visual sight lines. Large rocks used in the sidewalk strip may not exceed six (6) inches in height.

Borders / Edging

Xeriscaped areas must be surrounded by a border to clearly define the Xeriscaped areas from the Turf areas. A Xeriscaped area entirely enclosed within a retaining wall or raised bed qualifies as sufficiently defined.

You may use metal edging in colors of green, black, brown, tan, and terra cotta (brownish red) as long as it is properly staked in place, and set with the top edge not more than two (2) inches above grade. Metal edging should be replaced if it shows any signs of rusting, or if sharp edges are exposed at any point.

Any plastic-based edging must be high quality, staked appropriately, and monitored frequently to ensure that it is in good condition.

You may also use mortared masonry units such as stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. If you choose to utilize bricks as a border, they must be solid units, not those with holes.

You may not use wood materials like pressure treated 2x4's or railroad ties to enclose your Xeriscaped areas, due to potential toxicity. Railroad ties are allowed in our CC&R's, however the EPA has identified that they may contain Creosote which is a toxic compound that should not be used in a residential environment. As such, we feel this portion of the CC&R's is out of date, and do not feel that railroad ties have a place in our community. Please read the EPA information below and contact us if you have any questions.

http://www.epa.gov/pesticides/factsheets/chemicals/creosote_prelim_risk_assess.htm

<http://www2.epa.gov/region8/treated-wood>

Weed Barriers / Landscaping Fabric:

Any materials used to restrict weed growth in your Xeriscape must be hidden from view (covered by mulch or other acceptable substrate). Homemade weed barriers such as old newspapers and cardboard may be used, as long as they are non-toxic and not visible.

Decorative Items

Items such as urns, pots, birdbaths, statuary, and other man-made ornamentation may not exceed four (4) items in public view. If any such items are to be used, they must be approved in advance. Indicate the items on your request for variance using inserted pictures or links to the items online so that we may review the size, type, and color to ensure it meets with the standards of our community. Rain barrels, if used, must not be visible.

Plants / Trees

Your local plant nursery, or a landscaping professional, can assist you in making a determination of which plants to use in your design. Many nurseries provide a free booklet called "Grow Green" which has an extensive list of suggestions of drought tolerant, non-invasive, and wildlife friendly plants and trees. You may also download the booklet at www.growgreen.org. Try to steer clear of using any invasive plants listed on page 50 of this booklet, like the berrying forms of *Nandina*, running varieties of bamboo, *Ligustrums* (Privet), *Photinia* (Red Tips), *Vitex*, and Chinaberry trees. We have provided a SROKA Xeriscape Preferred Plant List on our Town Square App (also linked at the bottom of this document).

All plants have different light and soil requirements, so your first choices may not survive. Tall and excessively bushy plants (many shrubs and ornamental grasses) usually require pruning to keep them healthy. They can also hide evidence of pest invasions (like termites) so it is best to plant them a little further

away from the house. Spiky and thorny plants pose a risk to people and animals so they should not be planted near sidewalks, driveways, or easements (place at least 6ft away from these areas). Some plants like Oleander and the Castor Bean plant are toxic to animals and humans and should be avoided. No plants should be positioned where they would obstruct the view of pedestrians or motorists. Plants taller than 12 inches are prohibited for use in the sidewalk strip because it constitutes a visual safety hazard to pedestrians and drivers. Plants in sidewalk strip must not run or encroach into the walking path. You must keep at least two (2) trees in your front yard. Any trees removed will need to be replaced if there are fewer than two remaining. Stumps must be pulled and backfilled with soil or ground down to below sod level so they do not pose a trip hazard or act as an eyesore.

Overall Xeriscape Landscape Maintenance Requirements:

Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Homeowners with neglected lawns, Xeriscaped or otherwise, may be subject to fines. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on public sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Mulched areas must have fresh mulch reapplied as needed. You should plan to re-mulch at least once per year.

Recommended Websites:

Information about Designing and Drawing Xeriscape Plans

http://www.amwua.org/landscape/landscape_planning.html

Information about Trees

<http://www.treesaregood.com>

Texas A&M Forest Service Info

<http://txforests-service.tamu.edu/main/default.aspx>

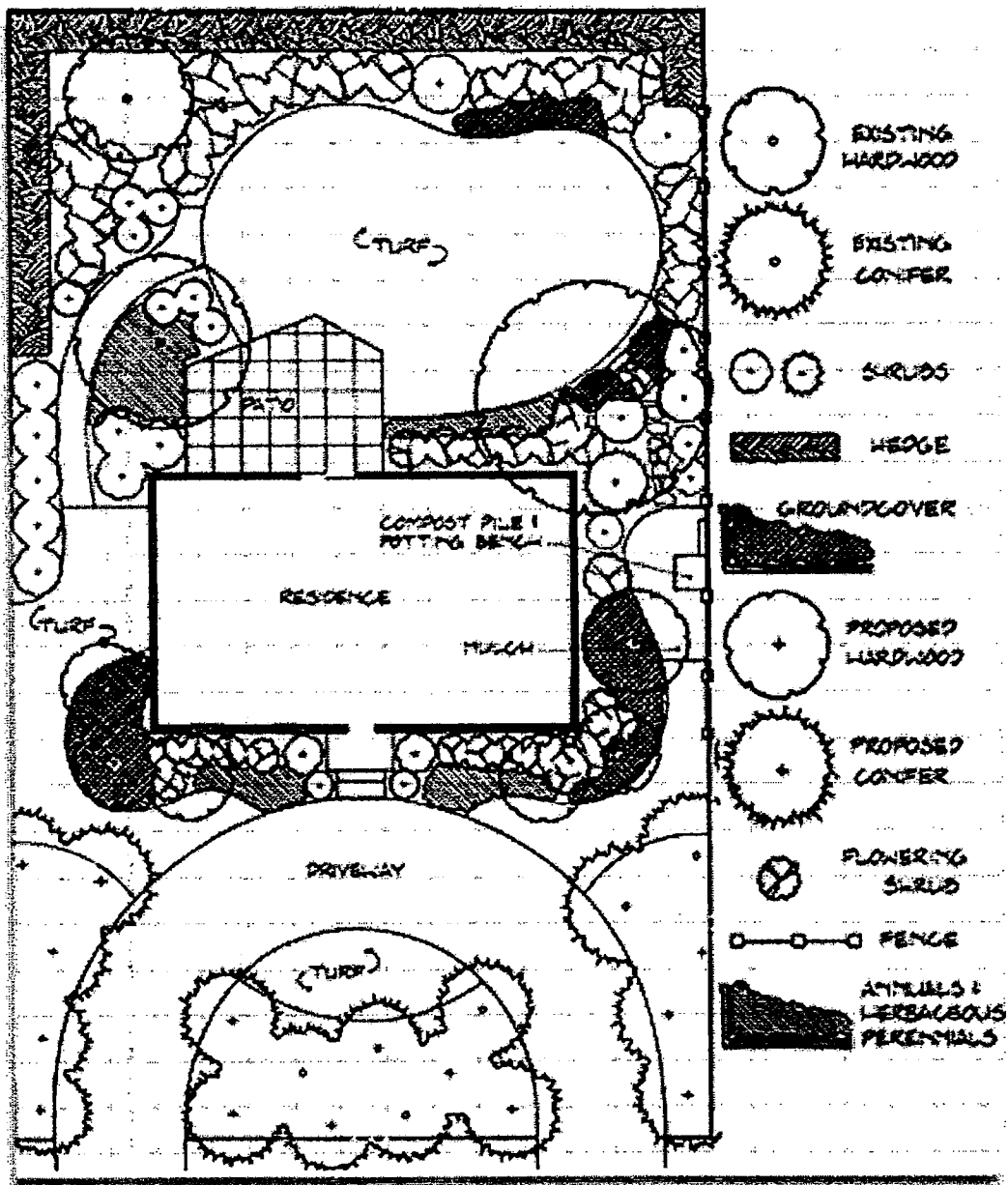
Austin Grow Green Information

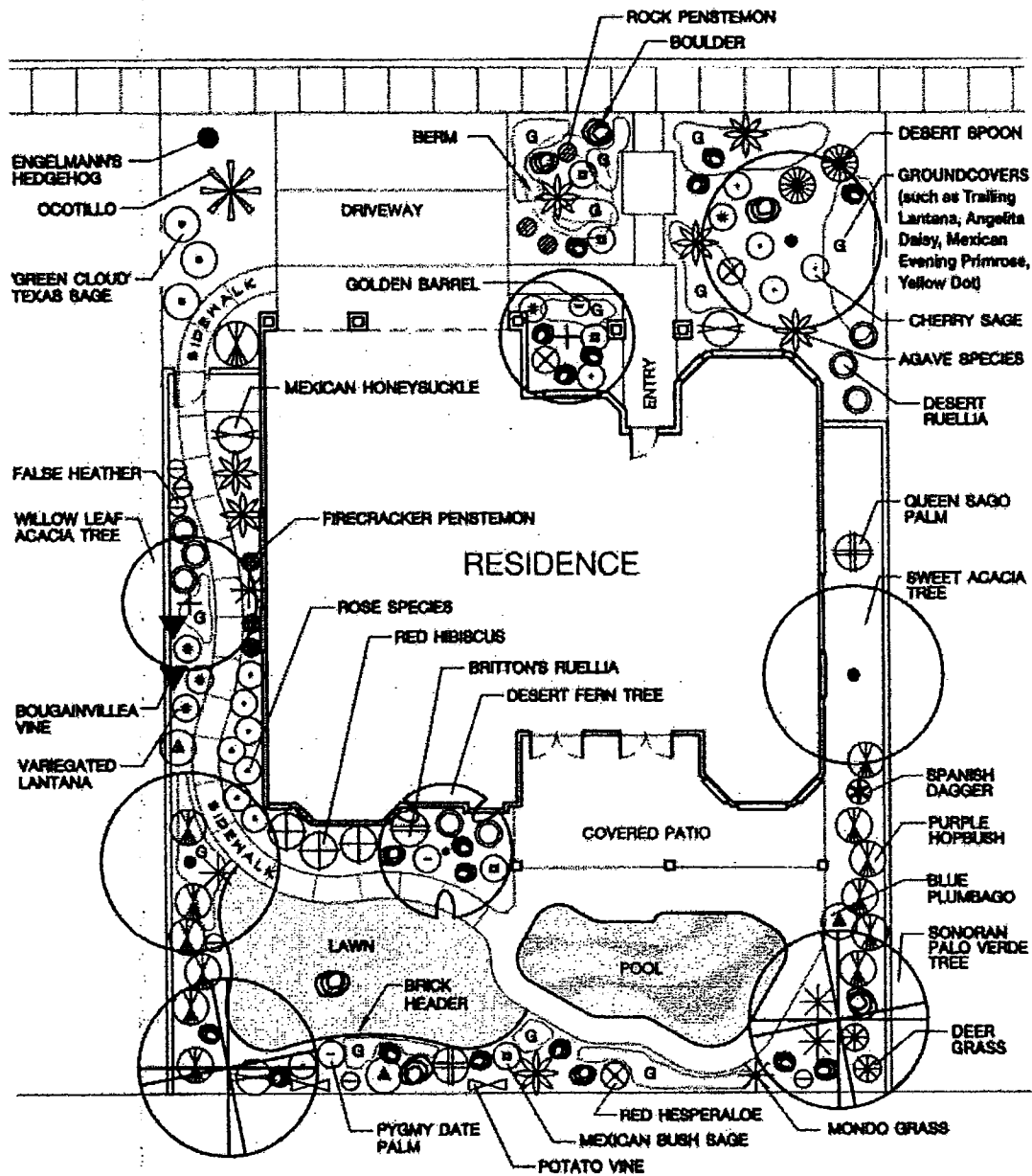
<http://www.growgreen.org>

Example Drawings:

Your plan drawings will likely include more information than those shown in the pages that follow, but this may give you a good idea of where to begin. To save space, you can use a geometric shape, letter of the alphabet, or numbers within the drawing and then create a "key" defining what each letter or number is. Remember to submit at least two (2) drawings: One showing your existing yard and indicating which (if any) elements you plan to remove, and one showing your goal for the finished Xeriscape indicating details about any plants, mulch, and structural elements you plan to include. The more detail you can give us, the more quickly we will be able to approve your plan.

(Example drawings begin on the next page)

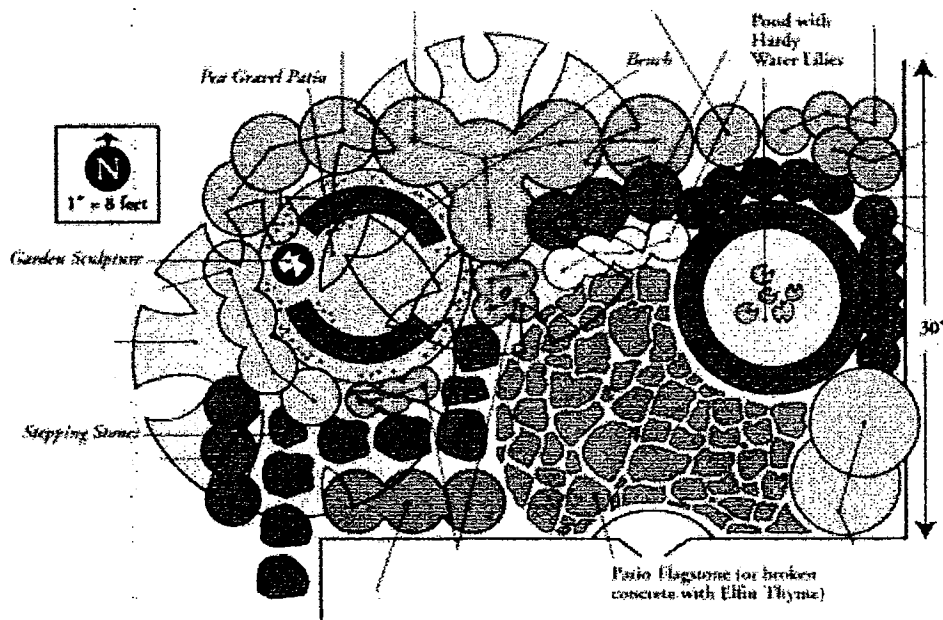
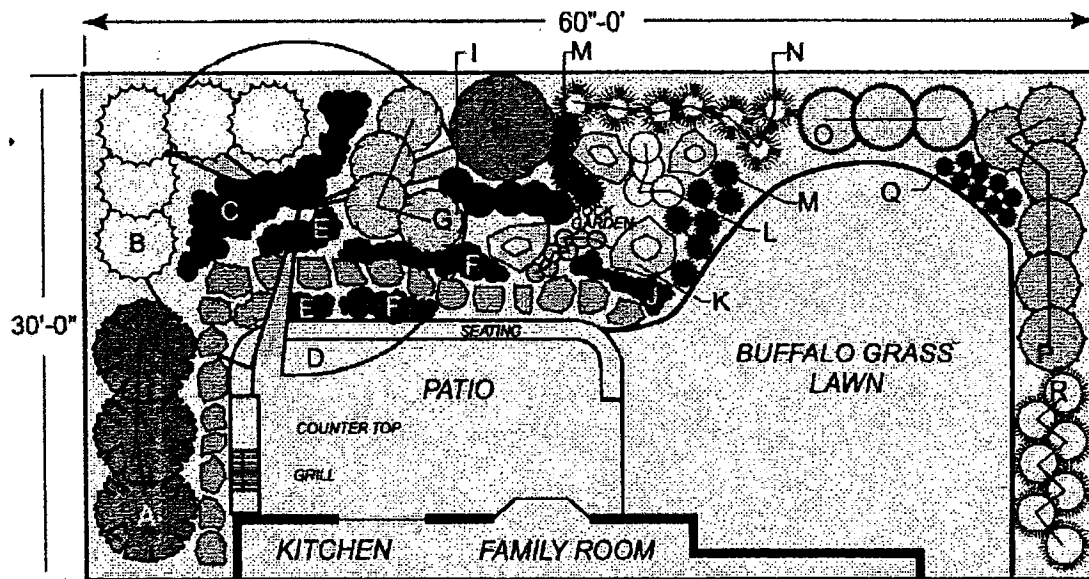




LANDSCAPE PLAN

SCALE 1/16" = 1'-0"





SRROA HOA Contact Information:

Please contact us with any questions you may have, and to submit your Xeriscape plans via the Town Square app.

The content of this document was created, and is managed by, Goodwin Management on behalf of SRROA HOA. Please contact the Management Company to request changes, corrections, or for more information relating to this document.

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

/Volumes/File Server/CLIENTS/SteinerRanch Residential/Xeriscaping Guidelines 12:24/Xeriscaping 12-24.doc



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 09, 2025 04:33 PM Fee: \$53.00

2025002635

Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO RULES AND REGULATIONS
STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.**

Related to Painted Brick and Enforcement

(The attached Enforcement rule replaces and supersedes the Enforcement rule filed of record in document no 2024013215)

Document reference. Reference is hereby made to the Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, filed in Volume 10920, Page 1 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Steiner Ranch Residential Areas Community Manual, (the "**Community Manual**") filed as Document No. 2012038334, and to the Enforcement Policy attached as Exhibit "A" to Amendment to Rules and Regulations Steiner Ranch Residential Owners Association, Inc., filed as Document No. 2024013215, both in the Official Public Records of Travis County, Texas (together with any amendments or supplements thereto, the "**Rules**")

WHEREAS the owners of lots subject to the Declaration are automatically made members of Steiner Ranch Residential Owners Association, Inc. (the "**Association**"); and

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article V, Section 5.04 (A) of the Declaration and state law; and

WHEREAS the Board voted at its meeting December 5, 2024 to amend the existing Rules by adopting the additional rule set forth in Exhibit "A" which reiterates and supplements Section 6.1 of the Residential Design Guideline Manual, and by replacing and superseding the Enforcement Rule filed of record as Exhibit "A" to Document No. 2024013215 with the Enforcement Rule set out in Exhibit "B";

THEREFORE the Rules have been, and by these presents are, amended by adopting the rules contained in Exhibit "A" and "B".

Subject solely to the amendments contained in Exhibit "A" and "B", all of the rules of the Association remain in full force and effect.

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Filed of record in accordance with Texas Property Code Ch. 202 by

Niemann & Heyer LLP, attorneys and authorized agents

A handwritten signature in black ink, appearing to read "Connie Heyer", is written over a horizontal line.
NAME: Connie Heyer, Niemann & Heyer LLP

Exhibit "A": Painted Brick Policy

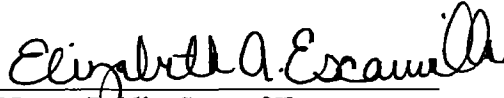
Exhibit "B": Enforcement Rule

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 9th day of January 2025 by Connie Heyer in the capacity stated above.


Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

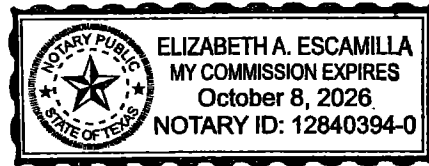


Exhibit "A"

PAINTED BRICK POLICY

NOTE: The longstanding SRROA Design Guidelines Manual (at the time of this filing, Section 6.1) expressly prohibits facades of painted brick, among other restrictions. PLEASE SEE THE DESIGN GUIDELINE MANUAL AND OTHER RESTRICTIONS FOR THE FULL REQUIREMENTS.

Exterior façade materials must be natural and authentic or specifically approved. Painted brick is not allowed. If brick is painted in violation of the restrictive covenants, an automatic fine will levy in the amount of \$20,000.00. If the fine is unpaid within 30 days of the date of levy, it will accrue interest at 10% compounded annually.

Exhibit "B"

ENFORCEMENT POLICY

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
 2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
 3. Levy fines and/or damage assessments as appropriate
 4. Subsequent Violation Notices (optional)
- The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the governing documents other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.

2. **Violation Notices.**

- i. Courtesy Warning Letter (optional). At the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter. Courtesy notice may be sent first class mail, email, or other method of the Board or manager's election.

- ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

- A. Send a certified warning letter noting a possible fine and/or other remedy.
 - *If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.
 - *If the violation is an uncurable or health/safety violation, the fine will levy immediately.
 - *Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

- iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required.

3. **Curable vs. Uncurable Violations.**

- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; painting brick on a house; and ongoing noise violations such as a barking dog.

ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, short-term leasing in violation of the minimum lease terms, advertising for short-term leasing in violation of the leasing restrictions of the association, leasing in violation of the short-term leasing rules, and holding a prohibited gathering.

4. **When a fine or damage assessment may be levied; Board hearings.**

i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, per state law any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, per state law any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.

ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed immediately in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.

iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (See Section 2(iii) – Subsequent Violations, above.)

5. **Standard Fine Schedule.** Below is the Standard Fine Schedule, applicable to each category of violations except as expressly provided herein. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below).* Any mailing or transmittal fee for letters, emails, or other messages given pursuant to this rule shall be levied in addition to the fine and considered part of the fine. For ongoing violations, fines will be levied daily with each day considered a separate violation.

i. Curable Violations (other than painting brick).

- | | | |
|----|-------------------------------|--|
| A. | Courtesy Warning Notice: | No fine. |
| B. | 209 Violation Notice: | \$25.00 fine (plus any mailing fee); and/or suspension of common area usage rights if violation not cured by stated deadline |
| C. | Subsequent Violation Notices: | \$50.00 fine;
\$100.00 fine;
\$125.00 fine;
(Increases \$25.00 for each additional notice). |

ii. Uncurable Violations (other than short-term leasing).

- | | | |
|----|-------------------------------|--|
| A. | 209 Violation Notice: | \$50.00 fine and as applicable Property damage assessment. |
| B. | Subsequent Violation Notices: | \$75.00 fine;
\$100.00 fine;
\$125.00 fine;
(Increases \$25.00 for each additional notice). |

iii. Short-term Leasing Violations (renting or advertising a property for rent for an initial term of less than 6 months).

- A. Daily fine for advertising violations, \$500 per day, or daily advertised rate per day, whichever higher.
- B. Fine for renting in violation of the minimum lease term, \$1,000 per day, or daily advertised rental rate, whichever higher.

iv. Painted Brick Policy Violation

- A. \$20,000.00 fine. If the fine is unpaid after 30 days interest accrues at 10% compounded annually.

- 6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner¹, that hearing shall be held either in person or by remote communication at the Board's election. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
- 7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, and levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board provided the Standard Fine Schedule is being applied. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
- 8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
- 9. **Owners as Responsible Party.** If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.
- 10. **Categories of restrictive covenants.** The general categories of restrictive covenants for which the Association may levy fines are (the Association may levy fines for violations of the following restrictive covenants of the Association):
 - 1. Declaration, and any amendments thereto;
 - 2. Bylaws of the Association, and any amendments thereto;
 - 3. Rules and policies, including design guidelines, and any amendments thereto;
and
 - 4. Articles of Incorporation or Certificate of Formation of the Association, and any amendments thereto.

¹ See attached for §209.007 hearing provisions at the time this rule was filed of record.

Texas Property Code §209.007

Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION.

(a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.

(c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

/Volumes/File Server/CLIENTS/SteinerRanch Residential/Rule Painted Bricks/RuleAmend Painted Bricks 12:24.doc



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 21, 2026 09:44 AM Fee: \$29.00

2026006503

Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO BYLAWS
STEINER RANCH MASTER ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, filed as Document 2017077349 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

Reference is further made to the Second Amended and Restated Bylaws filed as Document 2016003167, and amended in Documents 2018156500, 2019013508, 2019030987, 2024105340, and 2025035550, all in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

WHEREAS Bylaws section 11.1 authorizes the Board of Directors ("Board") of the Steiner Ranch Master Association, Inc. (the "Association") to adopt amendments to the Bylaws;

WHEREAS the Board has voted to amend the Bylaws to increase the number of directors from 5 to 7, as set forth below:

Section 4.2 Number of Directors.

The number of directors in the Association shall be seven (7). The number may be changed by amendment to these Bylaws but shall never be less than three (3). A decrease in the number of directors may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors shall be effectuated at an annual or special meeting of the Members where the increased positions on the Board shall be filled by a vote of the Members as provided herein for the election of directors, and further provided that the staggering of terms be sustained in a manner set forth by the Board.

THEREFORE the foregoing Bylaws amendment is ADOPTED and APPROVED.

Subject solely to the amendments set forth herein, the Bylaws remain in full force and effect.

STEINER RANCH MASTER ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

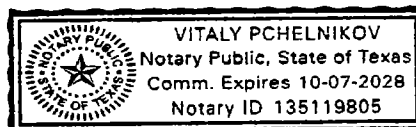
Title:

[Signature]
PAUL BOOMGAART
PRESIDENT

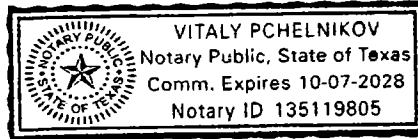
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of January, 2026, by Paul Boomgaart in the capacity stated above.







Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

/Volumes/File Server-1/CLIENTS/Steiner Ranch (Master)/BylawsAmendmentDirectors2025.doc

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Feb 09, 2026 02:44 PM Fee: \$29.00

2026013596

Electronically Recorded

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

**AMENDMENT TO BYLAWS
STEINER RANCH MASTER ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, filed as Document 2017077349 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Second Amended and Restated Bylaws filed as Document 2016003167, and amended in Documents 2018156500, 2019013508, 2019030987, 2024105340, and 2025035550, all in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Bylaws**").

WHEREAS Bylaws section 11.1 authorizes the Board of Directors ("**Board**") of the Steiner Ranch Master Association, Inc. (the "**Association**") to adopt amendments to the Bylaws;

WHEREAS the Board has voted at a duly- noticed Board meeting to amend the Bylaws to increase the number of directors from 5 to 7, as set forth below:

"Section 4.2 Number of Directors.

The number of directors in the Association shall be seven (7). The number may be changed by amendment to these Bylaws but shall never be less than three (3). A decrease in the number of directors may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors shall be effectuated at an annual or special meeting of the Members where the increased positions on the Board shall be filled by a vote of the Members as provided herein for the election of directors, and further provided that the staggering of terms be sustained in a manner set forth by the Board."

THEREFORE the foregoing Bylaws amendment is ADOPTED and APPROVED; Bylaw Section 4.2 is replaced and superseded by the above Section 4.2.

Subject solely to the amendments set forth herein, the Bylaws remain in full force and effect.

STEINER RANCH MASTER ASSOCIATION, INC.

Acting by and through its Board of Directors

Filed of record in accordance with Texas Property Code Ch. 202 by

Niemann & Heyer LLP, attorneys and authorized agents

Signature:

Printed Name: Connie Heyer, Niemann & Heyer LLP

STATE OF TEXAS

§

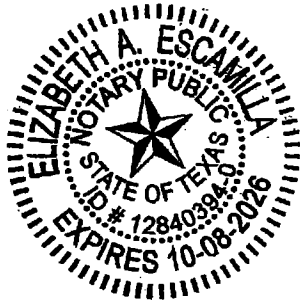
COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 6th day of February, 2026, by
Connie Heyer in the capacity stated above.

Elizabeth A. Escamilla

Notary Public, State of Texas



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#1

13/4
FILM CODE
00005845355

**NOTICE OF APPLICABILITY OF
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STEINER RANCH
[MAJESTIC OAKS]**

This Notice of Applicability of Master Declaration of Covenants, Conditions, and Restrictions for Steiner Ranch ("Notice of Applicability") is made and executed by T.H.L. Ranch, Ltd., a Texas limited partnership ("T.H.L.") and is as follows:

1. **Applicability of Master Declaration.** This Notice of Applicability is filed with respect to the real property located in Travis County, Texas, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

2. Pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded in Volume 13008, Page 756 of the Real Property Records of Travis County, Texas (the "Master Declaration"), T.H.L. served notice that portions of the Property described in the Master Declaration, upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Declaration.

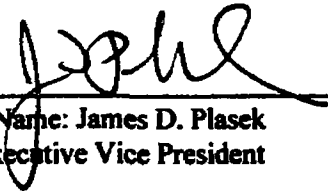
3. **Property Incorporated into Development.** The provisions of the Master Declaration shall apply to the Property. The Property is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Declaration.

4. **Miscellaneous.** This notice constitutes a notice of applicability under Section 9.05 of the Master Declaration. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Declaration.

EXECUTED to be effective as of the 4th day of Dec. 1998.

T.H.L. RANCH, LTD., a Texas limited partnership

BY: MK DEVELOPMENT, INC., a Texas corporation

By: 

Printed Name: James D. Plasek

Title: Executive Vice President

REAL PROPERTY RECORDS
Travis County, Texas

THE STATE OF TEXAS

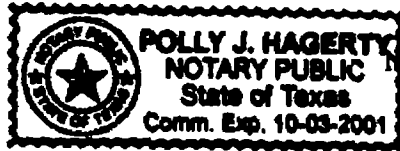
§
§

COUNTY OF TRAVIS

§

This document was acknowledged before me on 12-4, 1998 by James D. Plasek, Executive Vice President of MK Development, Inc., a Texas corporation, the General Partner of T.H.L. Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



Polly J. Hagerty

Notary Public Signature

AFTER RECORDING, RETURN TO: X

Mr. Robert D. Burton
Armbrust Brown & Davis, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

EXHIBIT "A"

[Description of Property]

1. All lots located in Steiner Ranch Phase One, Section 5A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Pages 134-136, Real Property Records of Travis County, Texas;
2. All lots located in Steiner Ranch Phase One, Section 5B, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Pages 137-139, Real Property Records of Travis County, Texas; and
3. All lots located in Steiner Ranch Phase One, Section 5C, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Pages 140-143, Real Property Records of Travis County, Texas.

FILED

98 DEC 15 PM 2:58

**DANA DEBEAUVOR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
same RECORDS at Travis County, Texas, on

DEC 15 1998



Dana Debeauvoir
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

RECEIPT#: A00136976 TRANS#: A4699 DEPT: REGULAR RECORD \$13.00
CASHIER: MDTUE FILE DATE: 12/15/98 TRANS DATE: 12/15/98
PAID BY: CHECK# 16783

#2

**DEVELOPMENT AREA
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
[MAJESTIC OAKS]**

59
FILM CODE
00005845386

This Development Area Declaration of Covenants, Conditions and Restrictions [The Headlands] (the "Declaration") is made by T.H.L. RANCH, LTD., a Texas limited partnership (the "Declarant"), and is as follows:

RECITALS

A. Declarant is the owner of all lots located in: (i) Steiner Ranch Phase One, Section 5A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Pages 134-136, Real Property Records of Travis County, Texas; (ii) Steiner Ranch Phase One, Section 5B, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Pages 137-139, Real Property Records of Travis County, Texas; and (iii) Steiner Ranch Phase One, Section 5C, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 101, Pages 140-143, Real Property Records of Travis County, Texas (the "Property").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch [Majestic Oaks], recorded in the Real Property Records of Travis County, Texas, the Property is subject to that certain Master Declaration of Covenants, Conditions, and Restrictions of Steiner Ranch, recorded in Volume 13008, Page 756, Real Property Records of Travis County (the "Master Declaration").

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

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

E. Declarant further desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

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

ARTICLE I

DEFINITIONS

1.01. Defined Terms. Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

"Architectural Guidelines" shall mean the architectural guidelines adopted by the Master Architectural Control Committee pursuant to this Declaration and as authorized by the Master Declaration, as such architectural guidelines may be amended, modified, or restated from time to time.

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

"Association" shall mean and refer to The Majestic Oaks Community, Inc., a Texas non-profit corporation.

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

"Association Rules" shall mean the rules and regulations adopted by the Board pursuant to Section 3.05(c) hereof as may be amended from time to time.

"Articles" shall mean the Articles of Incorporation of The Majestic Oaks Community, Inc., to be filed in the office of the Secretary of State of the State of Texas, as the same may be amended from time to time.

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

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

"Common Area" shall mean and refer to those areas within the Property, designated by plat reference or by Declarant, which have been or may in the future be conveyed to, or leased by, the Master Association or the Association or held for the benefit of the Owners, all private streets and easements for landscape, drainage, irrigation, fence or related purposes. The Common Area may be owned by the Master Association or the Association, but held for the use and enjoyment of the Owners.

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

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

"Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening

walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, other utilities, or otherwise.

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

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

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

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

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

"Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch recorded in Volume 13008, Page 756 of the Real Property Records of Travis County, Texas, filed against the Property and other real estate in Travis County, Texas, as such declaration may be modified, amended, or restated from time to time.

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

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

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

1.02. General Definitions. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Declaration.

ARTICLE II

GENERAL RESTRICTIONS

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

2.01. Architectural Guidelines. Pursuant to Section 5.02 below, the Master Architectural Control Committee shall adopt Architectural Guidelines applicable to the Property and all Improvements constructed on the Property shall strictly comply with those Architectural Guidelines. Effective the date of this Declaration, the Master Architectural Control Committee has adopted architectural guidelines for the property set forth in that certain Steiner Ranch Supplemental Design Guidelines/Supplemental Conditions Majestic Oaks Phase One, Section 5A-5C (252 Lots), a copy of which is attached hereto as Exhibit "A". In the event additional land is added to the covenants, conditions, and restrictions set forth in this Declaration pursuant to Section 9.01, the Master Architectural Control Committee may promulgate architectural guidelines for such land. Architectural Guidelines may be supplemented, modified, amended, or restated by the Master Architectural Control Committee as authorized by the Master Declaration and this Declaration, and Declarant shall be under no obligation to place such supplement, modification, amendment or restatement of record in the Real Property Records of Travis County, Texas. In the event of any conflict between the terms and provisions of any Architectural Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration shall control. In addition, the Master Architectural Control Committee shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Master Architectural Control Committee and used to defray the administrative expenses incurred by the Master Architectural Control Committee in performing its duties hereunder; provided, however, that any excess funds held by the Master Architectural Control Committee shall be distributed to the Master Association at the end of each calendar year. The Master Architectural Control Committee shall not be required to review any plans until a complete submittal package, as required by this Declaration and the Architectural Guidelines, is assembled and submitted to the Master Architectural Control Committee.

2.02. General Restrictions.

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

- (i) The maximum building height shall be determined utilizing City of Austin height limitation requirements and shall be limited to a maximum of two (2) stories.
- (ii) The composition and percentage of masonry required for each single family residence to be constructed upon the Property shall comply with the terms and provisions of the Architectural Guidelines.
- (iii) All roofs shall be constructed of clay or concrete tile, non-reflective metal, laminated "architectural" grade composition shingle (with a minimum 25 year warranty), or other material expressly approved by the Architectural Control Committee.
- (iv) Any residence constructed on any Lot within the Property must have a floor area of not less than 1,800 square feet, exclusive of open or screened porches, terraces, patios, decks, cabanas, gazebos, basements, driveways, garages, etc.

(b) Each Lot must contain a private garage for not fewer than two (2) automobiles and off-street parking space for a minimum of two (2) automobiles.

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

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

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

(f) All landscaping shall comply with the Architectural Guidelines. The Architectural Control Committee shall have the authority to promulgate additional rules and requirements for landscaping design, installation, and materials to be located on any Lot.

(g) No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot; provided that, in connection with its development of the Property and sale of Lots, Declarant, or any designee appointed by Declarant, shall have the right to maintain model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited. Notwithstanding any provision in this Section 2.02(g) or the Declaration to the contrary, "garage sales" shall be permitted with the advance written consent of the Master Board.

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

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

2.03. Antennae and Solar Systems. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "Antennae"), nor any solar energy system ("Solar System"), shall be erected, maintained or placed on a Lot without the prior written approval of the Master Architectural Control Committee; provided, however, that a satellite dish or other similar instrument with a diameter no greater than one (1) meter may be located upon a Lot. Prior to the erection of any Antennae (unless otherwise permitted by this Section 2.03) or Solar System, plans and specifications and a proposal for screening shall be presented to and expressly approved by the Master Architectural Control Committee, which approval may be denied for any reason whatsoever. The Master Architectural Control Committee shall have the authority to adopt rules and regulations for the erection, use, screening, or placement of antennas and satellite dishes which are less than one (1) meter in diameter.

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

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

or servants, to shrubbery, trees, or flowers, or any other landscaping or Improvements or to other property of the Owner situated within any such easement.

2.06. Signs. No sign of any kind, including, without limitation, signs advertising property for sale or lease, shall be displayed to the public view without the express prior written approval of the Declarant except for signs that are part of Declarant's marketing plan for the Property or any part thereof. The Declarant may permit or prohibit signs of any type advertising a portion of the Property for sale or lease, as it elects, in its sole discretion. Declarant intends to implement a marketing program for the Property, which shall include signs advertising property for sale.

2.07. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, other than the Lot on which such containers are properly located.

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

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

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

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

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

2.13. Hazardous Activities. No activities may be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior

fireplaces or in contained barbecue units which are attended while in use and are used for cooking purposes only.

2.14. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the written approval of the Master Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders, and foreman during actual construction may be maintained with the prior approval of Master Architectural Control Committee, such approval to include the nature, size, duration, and location of such structure.

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

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

2.17. Animals. No animals, including pigs, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Master Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

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

2.19. Owner's Responsibility for Maintenance. Each Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other Improvements of any kind or nature that are located upon such Owner's Lot. An Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the Improvements located on such Owner's Lot, except by

written consent of the Master Architectural Control Committee. Each Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within such Owner's structure. In the event an Owner fails to maintain the Improvements located on such Owner's Lot as provided herein in a manner that the Master Architectural Control Committee deems necessary to preserve the appearance and value of the Property, the Master Architectural Control Committee may notify such Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event such Owner fails to complete such work or maintenance within said period, the Master Architectural Control Committee shall so notify the Board or the Master Board, and the board so notified may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Association or the Master Association, as the case may be, for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed or chargeable against a Lot shall be secured by the liens reserved in this Declaration or the Master Declaration for Assessments and may be collected by any means provided in the Declaration and/or the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association and the Association, their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Master Association's or the Association's acts or activities under this Section 2.19 (including any cost, fees, expense, liability, claim or cause of action arising out of the Master Association's or the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Master Association's or the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

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

2.21. Compliance with the Declaration. Each Owner shall comply strictly with the provisions of the Master Declaration and the Declaration (collectively, the "Restrictions") as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager, the Board on behalf of the Association, the Master Board on behalf of the Master Association, the Master Architectural Control Committee, or by an aggrieved Owner. Without limiting any rights or powers of the Master Association or the Association, the Master Board or the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of this Declaration and/or the Master Declaration, and the Owner whose violation has been so remedied shall be personally liable to the Association or the Master Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association or the Master Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half

percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration and/or the Master Declaration for Assessments and may be collected by any means provided in the Declaration and/or the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association, the Association, their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Master Association's or the Association's acts or activities under this Section 2.21 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Master Association's or the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Master Association's or the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

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

2.23. No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.24. No Tennis Courts. No tennis courts shall be constructed on any Lot. The foregoing sentence shall not act to prohibit the Board from constructing, operating, or maintaining tennis courts on any Common Area. This Section 2.24 shall not prohibit the installation and construction of "sport courts" on any Lot so long as the design, location, and screening has been approved in advance by the Master Architectural Control Committee.

ARTICLE III

THE ASSOCIATION

3.01. OPTIONAL ASSOCIATION. THE PROVISIONS CONTAINED IN THIS ARTICLE III AND ARTICLE VI SHALL ONLY BE OPERATIVE IN THE EVENT DECLARANT DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, TO CREATE A HOMEOWNERS ASSOCIATION TO ASSUME THE DUTIES AND POWERS PRESCRIBED BY LAW AS SET FORTH IN THIS DECLARATION. ON THE EFFECTIVE DATE OF THIS DOCUMENT, DECLARANT DOES NOT CONTEMPLATE CREATING THE ASSOCIATION AND SHALL HAVE NO OBLIGATION TO DO SO. THIS ARTICLE III AND ARTICLE VI SHALL HAVE NO LEGAL OR OTHER EFFECT UNLESS AND UNTIL: (i) DECLARANT ELECTS TO CREATE THE ASSOCIATION AS EVIDENCED BY DECLARANT'S INCORPORATION OF THE ASSOCIATION AND ISSUANCE OF ARTICLES OF INCORPORATION BY THE SECRETARY OF STATE OF THE STATE OF TEXAS; OR (ii) DECLARANT ACCEPTS, WHICH ACCEPTANCE SHALL BE IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION, A PETITION WHICH SUPPORTS THE FORMATION OF A HOMEOWNERS ASSOCIATION, WHICH PETITION IS IN RECORDABLE FORM SIGNED BY A MAJORITY OF OWNERS OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE. IN THE EVENT DECLARANT ELECTS TO ACCEPT THE PETITION PURSUANT TO

SECTION 3.01(ii) ABOVE, DECLARANT SHALL INCUR NO EXPENSE RELATED TO THE INCORPORATION OR ORGANIZATION OF THE ASSOCIATION. ANY ASSOCIATION CREATED SUBSEQUENT TO DECLARANT'S ACCEPTANCE OF THE PETITION PURSUANT TO SECTION 3.01(ii) ABOVE, SHALL BE EMPOWERED TO REIMBURSE ALL REASONABLE INCORPORATION AND ORGANIZATION EXPENSES ADVANCED BY ANY OWNER WHO BECOMES A MEMBER OF THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE DECLARANT NO LONGER OWNS ANY PORTION OF THE PROPERTY ENCUMBERED BY THIS DECLARATION, A MAJORITY OF OWNERS OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE, MAY ELECT TO CREATE AN ASSOCIATION, AND DECLARANT'S ACCEPTANCE PURSUANT TO SECTION 3.01(ii) SHALL NOT BE NECESSARY. DECLARANT SHALL BE UNDER NO OBLIGATION TO CREATE A HOMEOWNERS ASSOCIATION.

3.02. Organization. The Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding any provision in this Declaration to the contrary, Declarant shall be under no obligation to administer, finance, or cause the creation of the Association.

3.03. Membership.

- (a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot that qualifies the Owner thereof for membership. Membership in the Association may not be severed from the ownership of a Lot, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said Lot.
- (b) Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Member's Lot, subject to the following restrictions and reservations:
 - (i) the right of the Board to suspend the Member's voting rights and right to use the Common Area for any period during which any Assessment against such Member's Lot(s) remains past due, and for any period during which a Member is in violation of the Association Restrictions;
 - (ii) the right of the Board to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility;
 - (iii) the right of the Board to borrow money for the purpose of improving or maintaining the Common Area and, in aid thereof, to mortgage said Common Area;
 - (iv) the right of the Board to make reasonable rules and regulations (which may include the right to levy fines for the breach thereof) regarding the use of the Common Area and facilities located thereon by the Members and other persons entitled to such use; and

- (v) the right of the Board to contract for services with third parties on such terms as the Board may determine to be in the best interest of the Association.

Rules and regulations adopted by the Board pursuant to 3.03(b)(iv) above, may be amended from time to time.

3.04. Voting Rights. The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Lot shall have one (1) vote for each Lot so owned. In no event, except as set forth in Section 3.04(c) below, shall any Lot be entitled to more than one (1) vote; provided, however, that in the event of the resubdivision of any Lot into two or more Lots, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of the Association Restrictions, unless the same is approved by the appropriate governmental entity in accordance with the requirements of Chapter 212 of the Texas Local Government Code then in effect (or its successor statute), and duly recorded in the Real Property Records of Travis County, Texas. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot. Nothing herein shall be construed as authorization for any resubdivision or consolidation of Lots; such actions are subject to and require the prior approval of the Master Architectural Control Committee pursuant to other provisions of this Declaration.
- (b) In addition to the votes to which Declarant is entitled by reason of Section 3.04(a), for every one (1) vote outstanding in favor of any other person or entity, each Declarant shall have four (4) additional votes until such time as such Declarant no longer owns any of the Lots.
- (c) The right of any Owner to vote may be suspended by the Association, acting through the Board, for any period during which any Assessment against such Owner's Lot(s) remains past due, for any period during which such Owner or such Owner's Lot(s) is in violation of the Association Restrictions.

3.05. Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

- (a) Association Property.
- (1) Ownership and Control. To accept, own, operate, and maintain all Common Area, together with all improvements of whatever kind and for whatever purpose that may be located in said Common Area, and all sidewalks, pathways and private driveways and streets located within the Property.

- (2) **Repair and Maintenance.** To maintain in good repair and condition the Common Area and all lands, Improvements, security devices, and other property owned by or leased to the Association, including, without limitation, all sidewalks, pathways, private streets, driveways and fences located within the Property.
- (3) **Taxes.** To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Common Area to the extent that such taxes and assessment are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (b) **Insurance.** To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.
- (c) **Rules and Bylaws.** To make, establish, and promulgate and in its discretion, to amend or repeal and re-enact the Bylaws and such Association Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Common Area. In the event of any conflict between the terms and provisions of the Articles, Bylaws, or any other Association Rules with this Declaration, the terms and provisions of this Declaration are intended to, and shall be controlling.
- (d) **Records.** To keep books and records of the Association's affairs and to make such books and records, together with current copies of the Association Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.
- (e) **Other.** To carry out and enforce all duties of the Association set forth in the Association Restrictions.

3.06. Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration, the Articles and the Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) **Assessments.** To levy assessments as provided herein.
- (b) **Right of Entry and Enforcement.** To enter at any time in an emergency without notice, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner or any other person or entity, upon any Lot or into any Improvement thereon, or to enter at any time without notice onto any Common Area, for the purpose of enforcing the Association Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Association Restrictions. The expense incurred by the Association in

connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be deemed a special Assessment against such Lot, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VI hereof for regular and special Assessments. The Association, acting through the Board, shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the Association Restrictions. The Association, acting through the Board, is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Association Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area or Association Property in enforcing the Association Restrictions before judicial proceedings are instituted by the Association or the written consent of the Owner(s) of the affect Lot(s) has been obtained. Each such Owner shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 3.06(b) **(INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH)**, except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

(c) Conveyances. To grant and convey to any person or entity any real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any Association Property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder:

- (1) Roads, streets, walks, street lights, driveways, parking lots, trails, paths and fences;
- (2) Lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
- (3) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines, or any other water quality features or improvements; or
- (4) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit the use or occupancy of any improvement or other facility in any way that would violate applicable use

and occupancy restrictions imposed thereon by the Association Restrictions, or by any governmental authority.

- (d) **Manager.** To retain and pay for the services of a Manager to manage and operate the Association, including the Association Property, to the extent deemed advisable by the Board; provided, however, that the Board will have no power to discharge, limit the authority of or interfere with the exercise of functions by, a Manager for the Property appointed pursuant to the Master Declaration. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.
- (e) **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (f) **Common Area Services.** To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to, and all maintenance of the Common Area, including, but not limited to, any recreational facilities; to maintain and repair any recreational facilities, easements, roads, roadways, rights-of-way, parkways, median strips, sidewalks, paths, trails, fences, ponds, lakes located within or upon the Common Area, and to maintain and repair other portions of the Common Area.
- (g) **Other Services and Properties.** To obtain and pay for any other property and services, and to pay any other taxes or Assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Association Restrictions.
- (h) **Construction on Association Property.** To construct new Improvements on or additions to Association Property.
- (i) **Contracts: Property Ownership.** To enter into contracts with Declarant and with other persons or entities on such terms and provisions as the Board shall determine, and to acquire, own, and dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

3.07. Indemnification. To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or

upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Association would have the power to indemnify such person against such liability hereunder or otherwise.

ARTICLE IV

INSURANCE AND CONDEMNATION

4.01. Insurance. Each Owner shall be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies shall be for the full insurable value of the Improvements constructed upon each Lot, shall contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Master Association and the Association shall not be required to maintain insurance on the Improvements constructed upon any Lot. The Master Association and the Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Master Board or the Board in their discretion may deem necessary. Insurance premiums for such policies shall be a common expense to be included in the assessments levied by the Master Association and the Association, as the case may be. The acquisition of insurance by the Master Association and the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

4.02. Restoration. In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) after the occurrence of such damage, the Master Association or the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner shall be personally liable to the Master Association or the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Master Association or the Association under this sentence shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Master Association or the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Master Declaration or the Declaration for Assessments and may be collected by any means provided in the Master Declaration and/or Declaration for the collection of Assessments, including, but not limited to, foreclosure

of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Master Association, the Association, and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Master Association's or the Association's acts or activities under this Section 4.02, except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Master Association's or the Association's gross negligence or wilful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

4.03. Condemnation. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Master Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for a taking are determined, the damages or awards shall be divided uniformly with equal shares being allocated to each Lot, and thereafter such equal shares shall be paid to the account of each Owner and Mortgagee as their interests may appear, as disclosed to the Master Association in writing.

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

ARTICLE V

ARCHITECTURAL GUIDELINES

5.01. Compliance with Design and Architectural Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Property shall strictly comply with the requirements of the Declaration and the Architectural Guidelines, unless a variance is obtained pursuant to Section 5.03.

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

incurred by the Master Architectural Control Committee in performing its duties hereunder, provided, however, that any excess funds held by the Master Architectural Control Committee shall be distributed to the Master Association at the end of each calendar year.

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

ARTICLE VI

COVENANT FOR ASSESSMENTS

THE PROVISIONS CONTAINED IN THIS ARTICLE VI SHALL BE OPERATIVE ONLY IN THE EVENT A HOMEOWNERS ASSOCIATION IS CREATED PURSUANT TO SECTION 3.01; PROVIDED, HOWEVER, THAT THE MASTER ASSOCIATION MAY AVAIL ITSELF OF THE LIENS RESERVED IN SECTION 6.08 FOR THE PURPOSE OF DISCHARGING ANY LIABILITY INCURRED BY AN OWNER AS A RESULT OF SUCH OWNER'S VIOLATION OF ANY TERM OR PROVISION OF THIS DECLARATION.

6.01. Assessments. Each Owner of any Lot, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Association: (i) Assessments or charges (as specified in Section 6.03 hereof); (ii) Special Assessments (as specified in Section 6.04 hereof); and (iii) late charges (as specified in Section 6.06 hereof). All of such Assessments shall be fixed, established, and collected from time to time as hereinafter provided. **The Assessments provided for under this Article VI shall be in addition to the assessments levied pursuant to the Master Declaration.** Notwithstanding any provision in this Declaration to the contrary, Assessments shall not be assessed against any Lot owned by Declarant.

6.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners, and the maintenance and improvement of the Property or any part thereof, including, without limitation, Common Area, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws.

6.03. Establishing Assessments. Each fiscal year, the Board shall estimate the expenses to be incurred by the Association during each year in performing its functions with respect to the Property, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected

income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and as between the Lots within the Property, the amount of the Assessments levied against each Lot shall be equal and uniform. The level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable by each Owner to the Association during the fiscal year in equal monthly, quarterly, semi-annual, annual, or other periodic installments, as the Board determines in its sole discretion, on or before the first day of the applicable period.

6.04. Special Assessments. In addition to the Assessments authorized by Section 6.03 hereof, the Association may, by vote of its Members as set out in Section 6.04A hereof, levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any Improvement located upon any of the Common Area, or any portion of the Property owned by the Association, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of or otherwise benefitting the Association.

6.04A. Vote Required for Special Assessment. Special Assessments levied against the Owner(s) of a particular Lot to cure violations of the Association Restrictions by such Owner(s) shall be deemed approved and authorized automatically upon the occurrence of the events giving rise to such curative special Assessments. Special Assessments to be levied against all Owners as authorized by Section 6.04 hereof must be approved by a majority of the total votes of the membership of the Association determined in accordance with Section 3.03 of this Declaration, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws.

6.05. Due Date of Assessments. The first Assessment shall become due and payable on each Lot in accordance with the periodic payment schedule established by the Board in accordance with Section 6.03. The due date of any special Assessment hereunder shall be fixed in the resolution authorizing such Assessment or, if not so fixed or established by other terms of this Declaration, the first day of the first month following the imposition of such special Assessment. Payments shall be considered delinquent if not paid within five (5) days after their due date. Where the obligation to pay an Assessment first arises after the commencement of the fiscal year or any other period for which the Assessment was levied the Assessment shall be prorated as of the date when the obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

6.06. Late Charges. If any Assessment is not paid before it is delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate the Board may designate from time to time, and such late charge (and any reasonable handling costs therefor) shall be a charge upon the Lots owned by the said Owner to which the Assessment relates, collectible in the same manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s); provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

6.07. Owner's Personal Obligation for Payment of Assessments. The Assessments and late charges provided for herein shall be the personal and individual debt of each Owner. No diminution or abatement of Assessments shall be allowed for inconveniences arising from the making of repairs or improvements to the Common Area or any Lot, and no Owner may exempt himself from liability for such Assessments and charges through non-use of such Owner's Lot or otherwise.

6.08. Assessment Lien and Foreclosure. All sums assessed or charged in the manner provided in this Article but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing Assessment lien and shall constitute a charge on or against the Lot covered by such Assessment or charge, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, and personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner. An express lien on each Lot is hereby granted and conveyed by Declarant to the Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens, and all sums unpaid secured by a first-lien Mortgage securing sums borrowed for the purchase or improvements of the Lot in question, provided such Mortgage was recorded in the Real Property Records of Travis County, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Travis County, Texas. Each Owner, by accepting a deed to a Lot subject to this Declaration, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting Owner's Lot by the Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002. (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under the Association Restrictions, including the rights of the Association to institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee holding a prior lien on any Lot, the Association shall report to said Mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien Mortgage, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Lot Owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this paragraph, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release shall be signed by an officer of the Association.

6.09. Exemptions. Notwithstanding any provision herein to the contrary, all Common Area and Master Common Area shall be exempt from the payment of any Assessment levied by the Association, regular or special.

ARTICLE VII

MORTGAGE PROTECTION

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

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

ARTICLE VIII

GENERAL PROVISIONS

8.01. Duration. This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Real Property Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time this Declaration shall be automatically extended for successive periods of five (5) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Real Property Records of Travis County, Texas.

8.02. Amendment. This Declaration may be amended or terminated by the recording in the Real Property Records of Travis County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) Declarant and at least seventy percent (70%) of the Owners with each Owner being allocated one (1) vote for each Lot owned by such Owner.

8.03. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

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

8.05. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements upon Lots within the Property, so long as such construction is pursuant to proper approval of the Master Architectural Control Committee.

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

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

8.08. Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, the Master Association and/or the Association shall have the right to enforce all of the provisions of this Declaration. The Association or Master Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.
- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Master Association or the Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

8.09. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

ARTICLE IX

DEVELOPMENT

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

- (A) A reference to this Declaration, which reference shall state the volume and initial page number of the Travis County Real Property Records wherein this Declaration is recorded;
- (B) A statement that such land shall be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration shall apply to the added land; and
- (C) A legal description of the added land.

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

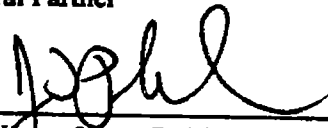
- (A) A reference to this Declaration, which reference shall state the volume and initial page number of the Travis County Real Property Records wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

EXECUTED to be effective the 4th day of December, 1998.

DECLARANT:

T.H.L. RANCH, LTD., a Texas limited partnership

By: **MK DEVELOPMENT, INC., a Texas corporation,
its General Partner**

By: 
Printed Name: James D. Plasek
Title: Executive Vice President

STATE OF TEXAS

§

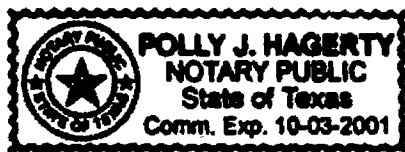
§

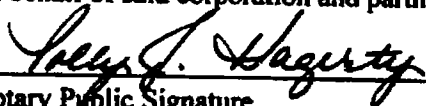
COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 4th day of December 1998 by James D. Plasek, Executive Vice President of MK Development, Inc., a Texas corporation, the General Partner of T.H.L. Ranch, Ltd., a Texas limited partnership, on behalf of said corporation and partnership.

[Seal]




Notary Public Signature

AFTER RECORDING, RETURN TO:

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

EXHIBIT "A"

**STEINER RANCH
DESIGN GUIDELINES /SUPPLEMENTAL CONDITIONS**

**Majestic Oaks
Phase One, Sections 5A - 5C (252 Lots)**

November 1, 1998

STEINER RANCH
DESIGN GUIDELINES / SUPPLEMENTAL CONDITIONS
Majestic Oaks Phase One, Sections 5A - 5C (252 Lots)

**This information is supplemental to the Steiner Ranch Residential Design Guidelines Manual that was adopted by the SRMA Architectural Committee on September 2, 1997. Please refer to that document for all general Architectural guidelines.*

Building Area

- **1,800 square foot minimum and 3,100 square foot maximum** habitable floor space (conditioned living area) measured to outside face of masonry. This excludes garages, gazebos, patios, basements, cabanas, decks, porches, etc.

Structure Setbacks

- **Front yard setbacks** shall be a minimum of 20 feet or 25 feet as shown on the final plat.
- **Side yard setbacks** facing streets shall be 15 feet per plat.
- **Interior side yard setbacks** shall be a minimum of 5 feet from each side lot line.
- **Rear yard setbacks** shall be a minimum of 20 feet.
- Setbacks are measured from property line to exterior face of wall and are inclusive of any easements shown on the plat or recorded by separate instrument.
- In no case shall structure, including overhangs, encroach into *easement* areas.

Facade Design

- All units must be constructed with an aggregate total of 70% masonry (stone, brick, or stucco.) Although areas of non-masonry are allowed for specific architectural treatment or detailing, with A.C. approval, the intent is that the home have a quality, "solid", maximum masonry appearance, with the majority of the home reflected in masonry.
- Areas on street-facing elevations that have been approved by the A.C. as "limited use" siding areas must be constructed in the "Hardi-Plank", horizontal, lap concrete-masonry product. Siding on non-street facing elevations may be constructed of the horizontal Masonite lap siding, although "Hardi-Plank" material is preferred. No 4' x 8' "masonite" type sheet siding is permitted.
- In addition to any street facing front or side elevations, the rear elevations on the following lots must be 100% masonry, exclusive of minimal non-masonry architectural treatment or detailing that may be approved by the Architectural Committee: **Block A, Lots 5, 6 and 56 through 75; Block B, Lots 14 through 16; and Block E, Lots 35 and 62 through 64.** Also, the side (greenbelt or park facing) elevation on the following lots must be 100% masonry: **Block A, Lots 1, 12 and 75; Block B, Lots 1 and 33; and Block E, Lots 19, 20 and 35.**

Fencing and Walls

- **Perimeter fencing (6' wood)** is required at all lots adjacent to Steiner Ranch Blvd. and the neighborhood park (Block E, Lot 73).

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**DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

BOOK 1000 PAGE 12

THE STATE OF TEXAS, COUNTY OF TRAVIS, do hereby certify that the foregoing instrument was duly recorded in the Public Records of this County, Texas, on the 15th day of December, 1998, at 2:59 PM.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED as
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
Public Records of Travis County, Texas, on

DEC 15 1998



Dana Debeauvoir
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

RECEIPT# 000138977 TRANS# 44900 DEPT# REGULAR RECORD \$39.00
CHARGER# NOTICE FILE DATE: 12/15/98 TRANS DATE: 12/15/98
PAID BY: CHECK# 16784

13330 0360

AMENDMENT TO RESTATEMENT OF
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STEINER RANCH RESIDENTIAL AREAS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AMENDMENT TO RESTATEMENT OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINER RANCH RESIDENTIAL AREAS, is made on the date hereinafter set forth by Taylor Woodrow Communities/Steiner Ranch, Ltd, a Texas limited partnership ("Taylor Woodrow")

WITNESSETH

WHEREAS, Taylor Woodrow is the current "Declarant" under that certain Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, recorded in Volume 10920, Page 001, Official Records of Travis County, Texas, as amended (the "Declaration"), and

WHEREAS, Pursuant to Section 5.032 of the Declaration, Declarant holds a majority of the votes in the Master Association and, accordingly, pursuant to Section 9.02(A) of the Declaration, the Declarant has the power to amend the Declaration,

NOW, THEREFORE, Declarant hereby modifies and amends the Declaration as follows

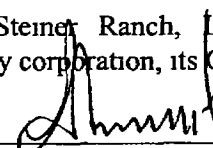
Article VII, Section 7.03 entitled "Regular Annual Assessments" is hereby amended by deleting the third from last sentence of that section and replacing it with the following language

"The regular annual assessment shall not exceed \$550.00 per lot for the year 2001."

Executed and effective this 22nd day of May, 2001

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

By TWC/Steiner Ranch, LLC, a Texas limited liability corporation, its General Partner

By 
Timothy J. Towell, President

THE STATE OF TEXAS

§

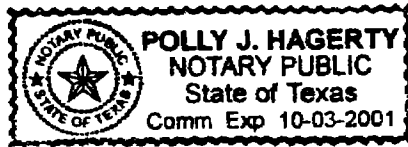
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on May 22, 2001, by Timothy J Towell, President of TWC/Steiner Ranch, LLC, a Texas limited liability corporation, general partner of Taylor Woodrow Communities/Steiner Ranch, Ltd, a Texas limited partnership, on behalf of said company and said partnership

(SEAL)



Polly J. Hagerty
Notary Public Signature

After recording please return to

Steiner Ranch Residential Owners Association
c/o Robert D Burton
Armbrust Brown and Davis, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701-4042

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

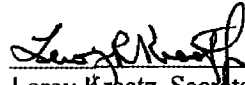
SECRETARY'S CERTIFICATE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

The undersigned hereby certifies that she/he is the duly elected, qualified and acting Secretary of the Steiner Ranch Master Association, Inc , a Texas non-profit corporation (the "Corporation"), and that

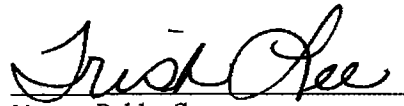
- (1) Attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Steiner Ranch Residential Design Guideline Manual

IN WITNESS WHEREOF the undersigned has executed this certificate on the 20th day of February, 2003


Leroy Kraatz, Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 20, 2003, by Leroy Kraatz, Secretary of the Steiner Ranch Master Association, Inc , on behalf of said non-profit corporation


Notary Public Signature

Upon Recording Return To:

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

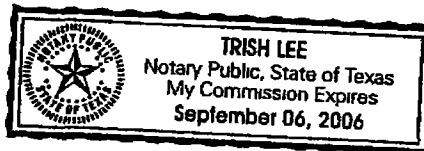


EXHIBIT A



The land
between the
Lakes.

**RESIDENTIAL DESIGN
GUIDELINE MANUAL**



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1. Introduction

The Setting:

Steiner Ranch is located in the gently rolling hills on the edge of the Texas Hill Country, with four and a half miles of Lake Austin frontage, and within a stone's throw from Lake Travis

It is this delightful setting and its close proximity to major Northwest Austin area employers that make Steiner Ranch an attractive master planned community

Goals:

The Residential Design Guidelines presented here are intended to promote a high and consistent development standard. It is the goal of the Developer (the "*Declarant*") and the Architectural Control Committee, with authority as delegated, to retain and enhance the Hill Country's natural and cultural character on Steiner Ranch.

Each residential *unit* in Steiner Ranch is the result of years of intensive and careful planning. These *owner/builder* requirements and guidelines establish a continuum between the Developer's past planning efforts and the future homeowner's pride in his or her *residence*

Standards, which promote these high qualities, benefit everyone involved with Steiner Ranch

In addition to describing general policies and procedures, these guidelines cover six different aspects of the residential construction process

-  Site Construction
-  Building/Site Relationship
-  Architectural Guidelines
-  Site Details
-  Landscape Guidelines
-  Signage Guidelines

Applicability:

This Design Guideline Manual applies to all residential *improvements*, whether the construction is for a new home or remodeling and/or additions to an existing home

The *Architectural Committee* will review all proposed construction plans for compliance with the established regulations/guidelines contained herein

It is recognized that the design review for different architectural designs and the character of each individual and unique home-site is an interactive and dynamic process

Modifications to this Manual may be made from time to time to clarify or expand the requirements and guidelines to maintain the overall goals established for Steiner Ranch

After you have reviewed these Regulations, please contact the Architectural Control Committee at the designated address or phone number, should you need more information about the policies or procedures for administration of this Manual

2. Purpose

The regulations and guidelines described in this Manual provide guidance to *builders* and residents in the development of Steiner Ranch residential building sites

The development of each *unit* within Steiner Ranch is controlled and restricted by applicable governmental codes and regulations. In addition, there is the Declaration of Covenants, Conditions, and Restrictions ("Declaration") for Steiner Ranch residential areas, which applies to all property development within Steiner Ranch. Compliance priority in all cases is with applicable codes and regulations along with the Declaration.

These Design Guidelines are a supplement to the above stated controls. These regulations and guidelines provide practical design direction which, when implemented, will create a high quality residential community environment. The objective of this Manual is to describe the design goals, requirements and guidelines that are common to all Steiner Ranch neighborhoods and to achieve aesthetic compatibility among neighborhoods. **Compliance**

with the Design Guidelines does not guarantee approval of an application.

Specific restrictions in the form of Supplemental Declarations will apply to individual neighborhoods. These Supplemental Declarations will supercede any provisions in these Design Guidelines.

Definitions:

Each subject area of the Design Guidelines Manual is structured around the headings of Goals, Requirements, and Guidelines. These are briefly described below.

Goals of the *Declarant* are defined within each subject area. These goals are a product of the Developer's vision of Steiner Ranch.

This vision has been expressed and refined throughout the planning and design process. At an appropriate time in the future, the *Declarant* will pass on the responsibility of determining the design criteria to the *Association* and its Board, through the Architectural Control Committee.

Requirements described in this Design Guideline

Manual are essential conditions of development and are enforced by the *Association*.

Guidelines described in this manual are recommended criteria, which reinforce the character of Steiner Ranch.

The organization of this manual should provide a reference framework for new residential construction, remodeling, and additions alike.

Sections:

- 2.1 Preface
- 2.2 Definitions

2.1 Preface

The developer is developing a master planned community generally known as Steiner Ranch. The residential property is being developed in phases some or all of which may be annexed and made subject to the Declaration of Covenants, Conditions and Restrictions for Steiner Ranch residential areas (the "Declaration") which will be recorded as an Instrument of the Official Records of Travis County, Texas

In addition to any other covenants, conditions and restrictions set forth in the Declaration, Owners and Homebuilders ("owner/builder") must also comply with all requirements set forth in this manual which has been prepared by the *Declarant* in constructing, modifying and maintaining any *improvements* upon their property

This Manual (hereinafter the "Regulations") adopted by the *Architectural Committee* on the date indicated on the cover page will be in effect until additions or modifications are adopted by the *Declarant* pursuant to the Declaration

Owners/builders must become familiar with all provisions of the Declaration, as well as the Regulations Pursuant to the Declaration, no *improvements* are to be made except in compliance with the provisions of the Declaration and the Regulations In addition, all *improvements* are to be maintained in good condition and repair in accordance with the provisions of the Declaration and the Regulations The *Association* shall have all of the remedies available under the Declaration and Regulations, including the rights set forth in the Bylaws

As set forth in the Declaration, the plans and specifications submitted for review are **not** being reviewed for structural integrity, compliance with zoning and building ordinances or any other applicable statutes, ordinances or governmental rules or regulations, compliance with the requirements of any public utility, easement or other agreement, or preservation of any view

By approving such plans and specifications, neither the *Declarant*, the *Association*, the owners, the Board nor any committee member, nor agents, employees, attorneys, or consultants of any of the foregoing shall be liable for any soil conditions, drainage or general site work, nor for any injury, damages or loss arising out of the manner or quality of approved construction or modification on account of such approved plans or specifications, nor for an impairment of view as a result of such approval

The *Architectural Committee* will review plans and specifications submitted for its approval as to style, exterior design, appearance and location, and will approve such plans and specifications only if it determines, in its sole discretion, that the *improvements* will not be detrimental to the appearance of the development as a whole, that the *improvements* comply with the Regulations, that the appearance will be in harmony with the surrounding structures, that the construction will not

2.1 Preface

detract from the beauty and attractiveness of the development or the enjoyment by owners and that the upkeep and maintenance will not become a burden on the *Association*

The *Association* is empowered to take disciplinary action against any *owner/builder* for a violation of any provision in these Regulations

2.2 Definitions

For convenience and to reduce the potential for misunderstandings, many of the terms used within this Manual are taken from the Declaration. These terms and others will be found throughout the Manual in **italic type**, so that reference may be made to the following section for definition

Architectural Committee (AC)

"Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of *improvements* upon the property

Association

"Association" shall mean Steiner Ranch Residential Owners Association, Inc. and Steiner Ranch Master Association, Inc., Texas nonprofit corporations, their successors and/or assigns

Builder

"Builder" shall mean any person who purchases one or more *units* for the purpose of constructing *improvements* for later sale to consumers, or who purchases one or more parcels of land within the Properties for further subdivision, development,

and/or resale in the ordinary course of such Person's business

Building Permit

"Building permit" shall mean a permit issued by Travis County, Texas or any governmental jurisdiction as necessary for the construction of any *improvements* on a *unit*

Declarant

"Declarant" shall mean Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership or any successor or assign who takes title to any portion of the property for the purpose of development and/or sale and who is designated as the *Declarant* in a recorded instrument executed by the immediately preceding *Declarant*

Dwelling

"Dwelling" shall mean any structures and appurtenances thereto intended as a Residence for a single family

Exclusive Common Area

"Exclusive Common Area" shall mean a portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods

Improvement

"Improvement" shall mean structures and appurtenances thereto of every type and kind, the demolition or destruction by voluntary action of any such structure or appurtenance thereto, any grading, excavation, filling, or similar disturbance of the surface of the land, landscaping, planting and clearing, or removing of trees, shrubs, grass, or foliage, and any change or alteration of any *dwelling* including change of material, exterior appearance, color or texture (ex pools, outbuildings, patios, decks, etc.)

Owner

"Owner" shall mean one or more Persons who hold the record title to any *unit*, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a *unit* is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee *owner*) will be considered the *Owner*

Residence

"Residence" shall mean a *unit* together with any *Exclusive Common Area* appurtenant thereto. However, if any portion of

2.2 Definitions

Steiner Ranch is developed as a condominium project, "*Residence*" shall also mean a Condominium as to such portion, and if any portion of Steiner Ranch is developed as an apartment project, "*Residence*" shall then also mean an apartment *unit* as to such portion

Unit

"*Unit*" shall mean a portion of the property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached *residence* for a single family. The term shall refer to the land, if any, which is part of the *unit* as well as any *improvements* thereon. In the case of a building within a condominium or other structure containing multiple *dwellings*, each *dwelling* shall be deemed to be a separate *unit*.

In the case of a parcel of vacant land or land on which *improvements* are under construction, the parcel shall be deemed to contain the number of *units* designated for residential use for such parcel on the land use plan or the site plan approved by *Declarant*, whichever is more recent, until such time as a preliminary and final

plat is filed of record on all or a portion of the parcel

Thereafter, the portion encompassed by the most recent plat shall contain the number of *units* determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph

Quality of Improvements

It is the objective of the Regulation that the *improvements* within Steiner Ranch reflect the established standards. It is the responsibility of the owners to preserve the integrity through the careful development of all of the *improvements* upon the *units*.

1) The key elements which reflect the design direction include the following

- Quality architecture and landscape architecture design.
- Simple, elegant, architectural statements.
- As viewed from all angles, residential harmony between the home, the site and the

surrounding development

- Continuity of architectural forms, materials, textures, colors, and execution
 - A *dwelling* reflective of the architectural standards established for Steiner Ranch
- 2) Each *owner*, by accepting title to his *unit* acknowledges and agrees to the following
- That the Regulations are reasonable and beneficial to the community
 - To strive to achieve a spirit of cooperation and resolution between the *AC* reviewer and the *owner/builder*, and the *owner's* architect and/or landscape architect
 - **That the Regulations are not intended to be all encompassing and are meant to encourage creativity while allowing the Reviewer wide latitude of approval authority.**



Scope of Review

The regulations are comprised of procedures for the submittal of plans and specifications, the approval procedure, construction requirements, architectural standards, landscape architectural standards, and signage standards

The purpose of these Regulations is to provide a procedure and establish guidelines and requirements for assisting each *owner/builder* in obtaining approval of construction, landscape design and installation, additions, alterations, or changes to his *Residence* and the *improvements* thereon.

Compliance with the Regulations does **not** guarantee approval of an application

3. Policies & Procedures

Introduction:

These policies and procedures have been adopted by the *Architectural Committee* to provide for a standardized review methodology

General:

Review and approval of any application submittal and/or construction inspection, in accordance with procedures set forth in these

Regulations, is made on the basis of aesthetic considerations only

Neither Taylor Woodrow Communities/ Steiner Ranch, Ltd , the Steiner Ranch Residential Owners Association, Inc (the "*Association*"), the Steiner Ranch Master Association, (the *Association*"), nor its Board, shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes or other governmental requirements

Neither the Developer, the *Association*, its Board, the *Architectural Committee*, nor any member of any of the foregoing shall be held liable for any injury, damage, or loss arising out of the manner or quality of approved construction on or

modification to any lot or tract

Upon submission of a written request, the *Architectural Committee* may, in its sole discretion, permit Owners to construct, erect, or install *improvements*, which are in variance from the Guidelines, Restrictions or Declaration, when in its sole and absolute discretion such variance will not be adverse to the overall development plan, and such variance is justified due to visual or aesthetic considerations, or unusual circumstances All variance approvals must be in writing and signed by a majority of the members of the *Architectural Committee* An approval is based on the individual application and, in no event, does it set a precedent for future applications.

The First Step:

The first step is a design evaluation and analysis of the Regulations and Declaration Prior to starting any design work, the *owner/builder* and their architect, or home designer, should contact the *Architectural Committee*

With advance notice, the *Architectural Committee* can provide the *owner/builder* a Design Guidelines Manual,

and *unit*-specific information concerning setbacks, utility easements and other restrictions which may be available

Enforcement & Inspections:

The *Architectural Committee*, through the *Association*, is charged with enforcement of the policies, procedures and design requirements of the Manual Any person who has submitted an application for approval agrees to allow entry onto the land or premises which is the subject of such application for the purpose of inspection as necessary to assure compliance with these Regulations (see Submittal Requirements, Section 3.1) When the *Architectural Committee* determines that any policy, procedures, or design requirement has not been complied with, construction will be ordered to cease and desist until corrected by compliance This cease and desist order may be in the form of an Inspection Report or by separate notice (see Construction Inspections, Section 3 4)

All outstanding approvals will be suspended until construction conditions are brought into compliance

3. Policies & Procedures

The *Association's* Board of Directors may authorize bringing suit in a court of competent jurisdiction to restrain and enjoin any person who attempts to carry out any construction without first obtaining approval as required by this Manual or any person who fails to cease and desist from further construction in non-compliance

Sections:

- 3 1 Submittal Requirements
- 3 2 Approvals
- 3 3 *Owner/Builder*
Responsibilities
- 3 4 Construction Inspections

3.1 Submittal Requirements

General:

The construction or installation of any *improvements*, changes to existing *improvements*, the reconstruction of *improvements*, or the installation or change of exterior ground *improvements* will require the submission of plans and specifications for review and approval of the Reviewer before any such construction or installation activity is commenced. The *Architectural Committee* may waive plan and specification requirements for certain modifications or *improvements* at its discretion.

Three submittals are described in this section:

- A *Builder Master Architectural Plans*
- B *Builder Plot Plans*
- C *Architectural Modifications*

The *owner/builder* making any of these three submittals should carefully review this manual before making a submittal.

The approval process overview is diagrammed on page 17. This overview may assist the reader in understanding how the submittal requirements and

the approval process are related for each type of submittal.

Further, the inspection process overview is diagrammed on page 24. This overview illustrates the approval process for:

-  New Units
-  Architectural Modifications

Pre-submittal Review

Although not mandatory, in an effort to expedite the submittal process, the *owner/builder* is encouraged to meet with an *Architectural Committee* representative at an early stage for pre-submittal review to address any submittal uncertainties before much time and effort has been spent. This pre-submittal review could be helpful for first-time *owner/builders* going through the submittal process, as well as *owners/builders* addressing unusual design issues. No fee is associated with this review.

Time and effort will be saved with an understanding of the submittal requirements. The *Architectural Committee's* representative is available to

answer questions and clarify the Regulations' design intent.

A. Builder Master Architectural Plans Submittal Requirements:

The *owner/builder* must submit each architectural plan type proposed for construction within Steiner Ranch for approval by the *Architectural Committee*.

Once the plans and specifications have been completed, a submittal packet must be submitted to the *Architectural Control Committee* at the designated address. Once a *builder's* master architectural plan is approved, only an individual plot plan, masonry selection and completed submittal cover sheet are required for each new *unit*.

Any permanent changes to the master plans and/or specifications must be resubmitted for approval.

Submittal Requirements:

-  Executed Submittal Application form
-  2 sets of blueline prints including floor plans, at $\frac{1}{4}" = 1'-0"$ scale, and all

3.1 Submittal Requirements

elevations Include any standard floor plan options, such as optional game room versus standard bedroom
Square footage of plan options is required for approval

-  2 sets of construction specifications/description of materials, including landscaping

-  1 binder, with color photos, or brick/masonry samples or sample books provided by material suppliers (If requested by AC)

-  Building plan name, plan reference number(s), square footage, and masonry square footage according to the *Architectural Committee's* adopted method of calculation

-  Any other information or documentation deemed necessary by the *Architectural Committee*

B. Builder Plot Plan Submittal Requirements:

After architectural plans have been approved, a plot plan, masonry selection sheet, submittal cover sheet and a construction deposit are required to be submitted for approval prior to construction on any *unit*

In the case of major revisions to a previously approved building plan (as defined herein), both architectural plans and complete specifications in accordance with Part A above must be submitted along with the plot Major options previously submitted must be noted with additional square footage.

Submittal Requirements:

-  1 copy of the completed submittal application form executed by the *builder's* representative (see Appendix for sample)
-  1 copy of a plot plan, at 1" = 10'-0" scale, with the following building information clearly indicated:

-  Location of the house on the lot with dimensions to all property lines

-  Driveway, entry walks, and sidewalk locations and widths

-  Street sidewalks, if required

-  Location **and type** of required fencing

-  Slab elevation, existing and finish grade at corners of house and corners of *unit*

-  Location and **finish grade** of any patio or deck

-  Location, height, and material of any retaining wall over 2 feet high

-  Existing trees 8" or greater in diameter (25" circumference) Tree survey required showing any trees over 8" in diameter

-  Building plan name, plan reference number(s), and square footage indicated within the building footprint

3.1 Submittal Requirements

Note: It is strongly recommended that the *owner* have a licensed surveyor provide both a topographic and boundary survey for this plot plan

If the building plan has major changes (as defined herein) from a previously approved master architectural plan, please follow the submittal process for Master Plan Submittals noting the changes from originally approved plan

See Appendix for sample submittal forms.

Major changes are defined as: changes in the building footprint exceeding two feet in any direction; changes in exterior elevations, changes in building height exceeding one foot per floor, changes in roof pitch from the standard elevation, and any proposed two story decks or decks accessed from the second floor of *residences*

C. Architectural Modifications Submittal Requirements:

Approval for architectural modifications or alterations

to existing residential *dwelling*s or accessory structures is addressed in this part.

 The Architectural Modification Application/ Approval form (see Appendix for sample) must be completed and executed by the property *owner* and submitted to the *Architectural Committee*

 Any addendum which applies to the specific modification

The following items must accompany this request

 A scaled drawing showing plan and elevation views of the proposed *improvements*, modifications or alterations Submittal must include samples depicting the proposed materials and colors to be used

 A lot survey (which the *owner* receives at closing) indicating the location of proposed *improvements*, and any applicable easements, setbacks, and elevation differences on lot **Indicate dimensions to all adjacent property lines.**

Note It is strongly recommended that the *owner* have a licensed surveyor provide both a topographic and boundary survey

3.2 Approval Process

General Requirements:

Submittals should be delivered to the *Architectural Committee* by mail or in person at the designated address

If the *Architectural Committee* finds a submittal to be in compliance with the provisions of these Regulations, the *Architectural Committee* will send an approval letter to the *owner/builder*. The valid approval period begins with the specified date in the letter.

Construction must be completed in accordance with the approved plans within the valid approval period.

If the approved construction or modifications are completed within the allowed approval period, the approved plans are exempt from any future changes in these Regulations.

Note: Special care must be given to all irrigation and landscape previously installed in Common Areas. Owner/Builder will be responsible for any damage to the above existing installations damaged during construction or remodeling of his improvements.

Approval

Architectural Committee will give final approval or disapproval of the Application for Approval of Plans and Specifications within thirty (30) days from the date of the submission of a complete application. An application will not be deemed to be complete until all of the documents and information set forth above has been provided to the *Architectural Committee*. Failure of the *Architectural Committee* to approve plans and specifications within thirty (30) days from the date that a complete application was duly submitted in accordance with all of the requirements of these regulations and guidelines will mean that the plans and specifications will be automatically deemed to be approved.

Upon approval by the *Architectural Committee*, one (1) approved copy will be returned to the *owner/builder* who will be responsible for ensuring that the information contained in the approved copy is used in obtaining all required permits and approvals by the City or other government jurisdiction. The second copy will be held on file for (1) year after completion.

Variance

Variances from compliance with certain architectural standards and requirements may be granted in accordance with the Declaration under certain extenuating circumstances. A request in writing must be submitted to the *Architectural Committee* to review for a variance. The exact nature of the variance requested must be outlined in the request. An approval of a variance does not constitute approval of any future requests for the same item.

Government Jurisdiction Approval

Approval by the *Architectural Committee* shall not be deemed to be approval by the governing entities.

Pre-Construction Requirements

After the issuance of any required approval and prior to the delivery of any construction materials or the commencement of any construction, installation or modification activity, the *owner/builder* must deliver to the *Architectural Committee* the following.

3.2 Approval Process

-  A written notice that all required governmental approvals have been received,
-  Two (2) copies of insurance certificates evidencing that the *Association* is named as an additional insured on the liability insurance policy issued in insuring against loss, damage or injury which may occur as the result of entry and activity by such contractor or its agent, employees, or designees,
-  The anticipated date of commencement of construction. This date must be within one (1) year of the date approval was granted, and
-  Construction deposit placed with applicable Homeowner's *Association* until house passes the final inspection and all associated fines are paid in full. If fines are not paid, they will be deducted from the deposit

A diagram is provided at the end of this section (p. 17) illustrating the approval process overview.

A. Builder Master Architectural Approval:

Master plan approvals are valid from the date of acceptance. There is no time limit on the approval, and the master plan may be used for the entire time period the *builder* is building in Steiner Ranch. Although the plan may be used in each of the different sections of Steiner Ranch, a list of **all** master plans must still be supplied to the *AC* for each section. Master plans must meet minimum requirements of each section's deed restrictions.

Once approved, one set of plans and specifications will be returned to the *builder* for their file. One set will be retained by the *Architectural Committee* for reference. Each approved plan will be assigned a building plan number for further reference.

B. Builder Plot Plan Approval:

Approval of plot plans is valid for four (4) months from the date of approval. Commencement of construction must occur within this timeframe or the

plan is no longer valid. The plan must be resubmitted for approval after the valid approval period has expired. Completion of initial construction is required within twelve (12) months from the date of Plot Plan approval.

C. Architectural Modifications Approval:

Approval of construction remodeling and additions is valid for four (4) months from the date of approval. Commencement of construction must occur within this timeframe. The approval is no longer valid after this period.

The *Architectural Committee* will determine the required date of completion of additional construction, remodeling, alterations, or additions at the time of approval of the plans and specifications. Such approval and subsequent time frame will be based upon the type of *improvement* being requested.

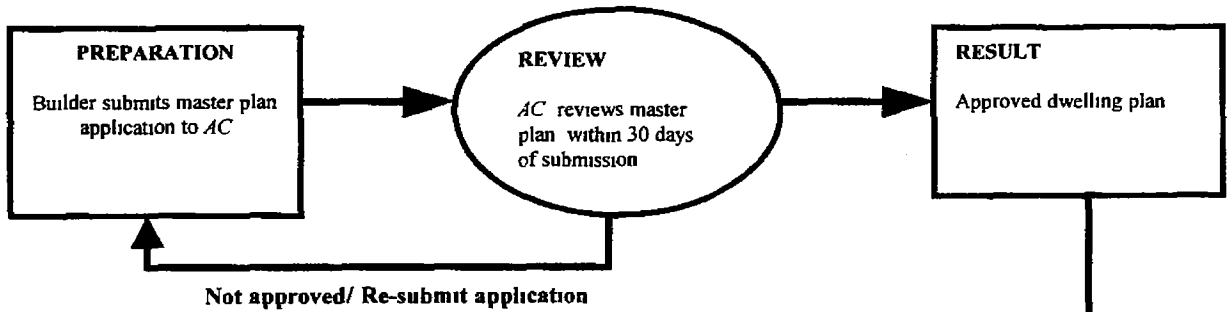
In all cases, completion of construction is required within twelve (12) months from the date of approval.

3.2 Approval Process

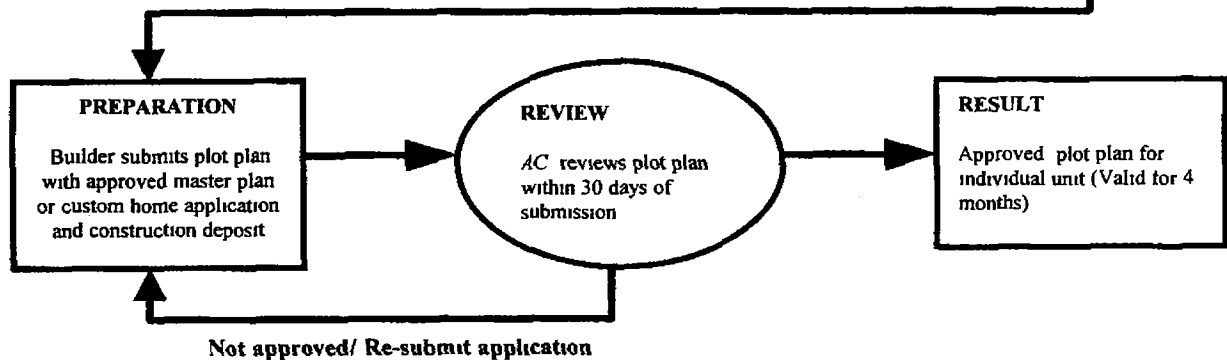
APPROVAL PROCESS OVERVIEW

The diagrams shown below are schematic only Refer to text in this section for detail description

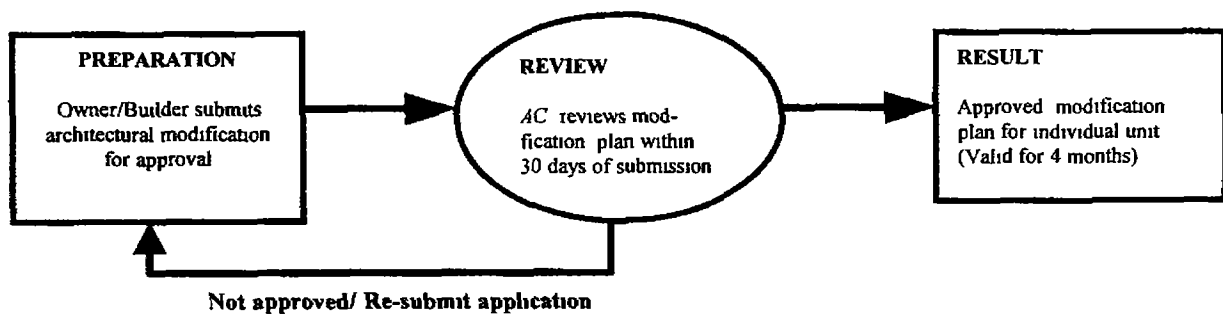
A. Builder Master Architectural Plan Approval Process (Multiple Units/Custom Design)



B. Builder Plot Plan Approval Process (Individual Unit)



C. Architectural Modification Approval Process (Individual Unit)



3.3 Owner/Builder Responsibilities

General:

Before any site preparation work can be begin, an *owner* and/or *builder* shall notify the Reviewer at 512-266-3865 of their proper business identification, mailing address and phone number, and a location where such *owner* and/or *builder* may be reached. All *owners/builders* shall be held responsible for the following

- 1) Compliance with all applicable federal, state, and local building codes and regulations
- 2) Compliance with all rules, regulations, restrictions and covenants as set out in the Declaration, By-laws of the *Association*, and any applicable Supplemental Declarations or Design Guidelines.
- 3) Compliance with requirements of the Steiner Ranch Residential Design Guideline Manual (as amended from time to time)
- 4) Compliance with plans and submittals approved by the *Architectural Committee*. Any deviations from an approved plan must receive specific approval

from the *Architectural Committee*

- 5) Providing qualified personnel to perform all of the construction activity

Insurance Requirements:

Coverage

Builders, Contractors, and their subcontractors performing work within Steiner Ranch are required to carry Comprehensive General Liability, Comprehensive Automobile Liability and Workers Compensation Insurance at the minimum coverage levels established by the Texas State Board of Insurance

Certificate of Insurance

Before commencing any work at Steiner Ranch, *builders* are required to submit a current and valid certificate of insurance to the office of the *Association*. This certificate shall name the *Association* as an additional insured

Certificates of insurance must be resubmitted on an annual basis or when new coverage is obtained

Builder's Regulations:

The following criteria pertain to Steiner Ranch homebuilders, the employees, representatives, subcontractors, suppliers, and service personnel performing work within the community

- 1) All *builders*, suppliers, and subcontractors, delivery and service personnel performing work in Steiner Ranch are allowed within the property between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on Saturdays
- 2) Construction is not allowed on Sundays and certain holidays as determined by the *Association*
- 3) The speed limit within the Steiner Ranch is 20 mph, or as posted
- 4) It is the responsibility of the *owner/builder* and their subcontractors to ensure that crews do not litter Steiner Ranch roads, *units* or surrounding open space areas within the development. If the *Association* notifies a *builder* that a construction site is

3.3 Owner/Builder Responsibilities

- littered, the *builder* has 24 hours to clean the site. If the condition is found to be unsanitary, the *owner/builder* will have two (2) hours from time of written or faxed communication to clean the area. If the *owner/builder* does not comply, a fine will be assessed (see fine/fee list). This will apply to the property under construction, as well as any adjacent properties or *common areas*.
- 5) Portable chemical toilets must be in place on site prior to commencement of construction and removed when construction is completed. One (1) maintained portable chemical toilet will be required for every three (3) houses under construction. The portable chemical toilet must be placed as far from adjacent properties and streets as possible. If it is found that construction has begun without the required number of portable chemical toilets being installed on site, a fine will be assessed (See fine/fee list).
- 6) A construction office trailer or enclosed storage building is permitted during the construction phase in a location approved by the *Architectural Committee*. All equipment, materials, supplies, and temporary structures must be removed immediately upon completion of construction, leaving the site neat and clean, as well as re-vegetated.
- 7) All debris, including construction waste, tree limbs, etc., is to be removed both from the lot and Steiner Ranch entirely. Miscellaneous daily debris and trash (e.g., paper, cans, bottles, litter) must be removed from the job site and properly disposed of on a daily basis.
- 8) A fifteen- (15) yard minimum steel roll-off dumpster for every three (3) lots must be maintained on the site during the duration of construction from commencement of framing operations through project completion. The dumpster must be placed as far from adjacent properties and streets as possible. A regular dumping service must be maintained so that overflow and unpleasant odors do not occur. If it is found that construction has begun without the required number of dumpsters being installed on site, a fine will be assessed (See fine/fee list).
- 9) Storage bins, if used for on-site material storage, must be steel and in good repair.
- 10) Fires of any kind are not permitted.
- 11) Dumping is not allowed within Steiner Ranch. Violators will be prosecuted. *Owners* and *builders* will be responsible for cleanup costs related to the improper disposal of trash, debris and any hazardous wastes, as well as any applicable fines (See fine/fee list).
- 12) Theft of private *dwelling*s, *dwelling*s under construction, or of any Steiner Ranch *improvement*s will result in immediate prosecution.

3.3 Owner/Builder Responsibilities

- 13) Concrete truck washout or spoils must occur on the *unit* under construction or another *unit* under construction by the same *builder*. The *owner/builder* is responsible for site cleanup and restoration to its original condition for any concrete spoils left on any vacant *unit*, *common area*, greenbelt or roadways. Applicable fines will be assessed for non-compliance. (See fine/fee list)
- 14) *Builders* or their subcontractors are not permitted to enter the development with children under 16 years of age
- 15) The *owner/builder* must conduct a weekly site cleanup on each of its lots by the end of the day each Friday. Streets must be kept free of silt and debris at all times. The *owner/builder* will be required to install and maintain inlet protectors on all inlets that will be affected by run-off from any construction, regardless of its proximity to the actual lot under construction. Periodic street washing will be required of *builders* as deemed necessary. *Builder* will have twenty-four (24) hours from notification that clean up or installation of inlet covers is necessary. Applicable fines will be assessed for non-compliance. (See fine/fee list)
- 16) Optional temporary construction fencing may be installed for security at the discretion of the *owner/builder* with prior written approval from the *Architectural Committee*
- 17) Site and tree protection fencing must be installed along all property lines adjacent to greenbelts, *common areas*, or open space property prior to commencement of clearing or construction. If it is found that construction has begun without the required protection in place, applicable fines will be assessed. (See fine/fee list)
- 18) Erosion control (silt fencing) and protection devices must be installed on all "downhill" sides of property lines of the *unit* prior to clearing and commencement of construction. These protections must be maintained throughout construction and must remain in place until the area is re-vegetated. If it is found that construction has begun before the appropriate erosion controls have been installed, applicable fines will be assessed. (See fine/fee list)
- 19) The volume of recorded music (radios, tape players, etc) must be limited to a level which does not disturb others beyond the construction site.
- 20) If any landscaping item, including, but not limited to, trees, irrigation, or signage, is damaged within Steiner Ranch property, and it can be reasonably assumed the damage was caused by the *owner/builder* (including any contractors or subcontractors acting on behalf of the *builder*), the *owner/builder* will be notified of the damage and will have (72) seventy-two hours to repair or replace this item by a developer approved contractor. If the *owner/builder* does not comply, the developer will make

3.3 Owner/Builder Responsibilities

repairs or replace the item. Applicable fines and cost of repairs will be assessed for any damage at that time (See fine/fee list)

Conduct and Safety Precautions:

Trespass

No *owner/builder*, general contractor, or any other persons such as employees, subcontractors, suppliers, architects, job superintendents, delivery truck drivers, or other authorized construction workers, authorized by the *owner/builder* or his contractor, shall enter upon the property of any other *owner* for any reason at any time without the permission in writing of the *owner/builder* of such property.

The use of any adjacent property for any purposes, including vehicular access, parking, or equipment and material storage, will not be permitted without the written permission of such adjacent property *owner*.

Compliance with Directives

Authorized persons must follow the directives of the *Declarant*, Developer, the

security staff, the *Architectural Committee*, representatives of the management company that has been retained by the Board for the management of the project, and any other persons designated by the Board.

Prohibited Activity

- 1) Alcoholic beverages are not be consumed on the property.
- 2) Dogs and other animals are not permitted on any construction site.
- 3) Nothing is to be done on the construction site that will damage or disturb the work or the activity on any adjacent *unit* or Common Area.
- 4) Access to the "greenbelt" areas without the written permission of the *Association* through the *AC* and without placing a refundable deposit is strictly prohibited.

Safety Precautions

The *owner/builder* must take all necessary precautions for the safety of all persons, materials and equipment on or adjacent to the *unit*. An approved barrier, lights, signs, and other safeguards must be erected, furnished, and maintained. Adequate warning must be given to everyone on or near the *unit*.

of dangerous conditions during the work.

Site Maintenance

The *owner/builder* will be responsible for ensuring that the site is maintained daily in a neat and clean condition. All materials delivered to or generated by the work must be neatly stockpiled.

3.4 Construction Inspections

Introduction:

In order to ensure that construction *improvements* are completed as approved, the *Architectural Committee* or a designated representative will conduct a construction inspection. The inspection process is intended to cause little or no delay in the construction schedule.

Inspections

The *Architectural Committee* and any persons or committees designated by the *Architectural Committee* shall have the right to conduct periodic inspections to verify that the *owner/builder* is complying with all of the provisions of the Regulations and Declaration and to ensure that the construction of the *improvements* is proceeding in accordance with the approved plans and specifications and in accordance with water conserving measures.

It is the responsibility of the *owner/builder* to notify the *AC* of when the *improvement* is ready for each inspection.

Enforcement

The *Association* will have all of the available remedies

permitted by the Declaration and By-laws to enforce the Regulations, which include the Design Guidelines. Such rights include, but are not limited to, stopping the construction if any *owner/builder*, general contractor, job superintendent, subcontractor, supplier or any of their employees is in violation of any provision of these Regulations, and removing or causing the removal of any *improvements* that have been made or constructed in violation of any of the provisions of the regulations or the approved plans and specifications, as well as a substantial fine for non-compliance (See fine/fee list).

A diagram is included at the end of this section illustrating the overview inspection process (page 24).

Builder New Home Construction:

The architectural approvals coordinator for each *builder* must provide a copy of the approved "Submittal Cover Sheet," plot plan, and other approval requirements to their field superintendent for proper construction.

implementation (See Submittal Requirements, Section 3.1 for more information).

On-site cut or fill and setting foundation forms may not begin until the *owner/builder* has received the form survey approved by the *AC*.

Any special notes or conditions of approval should be brought to the attention of the *owner/builder* at this time. If the *owner/builder* has questions about the *Architectural Committee's* approval, he should contact a representative for clarification.

Scheduling

The *owner/builder* must schedule a plot plan review **prior** to commencement of any construction on the site. The purpose of this inspection is to review the proposed house layout, lot grading, and to insure that silt fencing and tree fencing are in place prior to foundation commencement.

The *owner/builder* must submit a form survey **prior** to pouring concrete. The purpose of this survey is to verify that site grading, foundation location, and brick ledge step-downs, if

3.4 Construction Inspections

any, have been prepared according to the approved submittal and the regulations

If the *owner/builder* pours a foundation without receiving a written form survey approval, the *owner/builder* may be responsible for removing and replacing the foundation in accordance with the approved submittal

Upon completion of all *improvements*, and **within (7) seven days of the homebuyer's closing**, the *owner/builder* must notify the AC coordinator the construction is complete and the *improvement* is ready for a final inspection

It is the *owner/builder's* responsibility to call in the properties ready for inspection within (7) seven calendar days of the homebuyer's closing. If the house is closed without an inspection, a fine will be assessed (see fine/fee list). If the property fails to pass the initial inspection, there will be a re-inspection fine for each additional inspection (see fine/fee list)

Decks, patios, sidewalks, fencing, and landscaping must be complete at the time of the final inspection.

The *Architectural Committee* will complete a Construction Inspection Report at Final Inspection. One copy of the report will be left with the *owner/builder*, and one copy is filed in the Homeowner Association files. If the *improvements* appear to be in compliance with the approval, the inspection report will note this compliance; otherwise, deficiencies will be noted and provided in writing to the *owner/builder* as noted on the inspection process chart. (See page 24) These deficiencies must be corrected prior to Final Inspection approval. A follow-up inspection will be automatically scheduled for the next scheduled day of inspections, unless otherwise notified by the *owner/builder* that the deficiencies will not be corrected by that time.

Architectural Modifications

Construction may not begin until *owner/builder* has received a letter from the *Architectural Committee* approving the proposed construction. Once construction is completed, the *owner/builder* must contact the *Architectural Committee*, or its designated

representative, to schedule an inspection of the *improvements*. If the inspection is not scheduled or an extension not requested within (7) seven days of the scheduled completion date, a fine will be assessed.

The *owner/builder* must meet with the *Architectural Committee* to review the approved plans to determine if the *improvements* are in compliance. After its final inspection, the *Architectural Committee* shall complete a "Construction Inspection Report," (see attached sample form in the Appendix) leaving one copy with the *owner/builder*, one copy to be filed with appropriate HOA and retaining one copy.

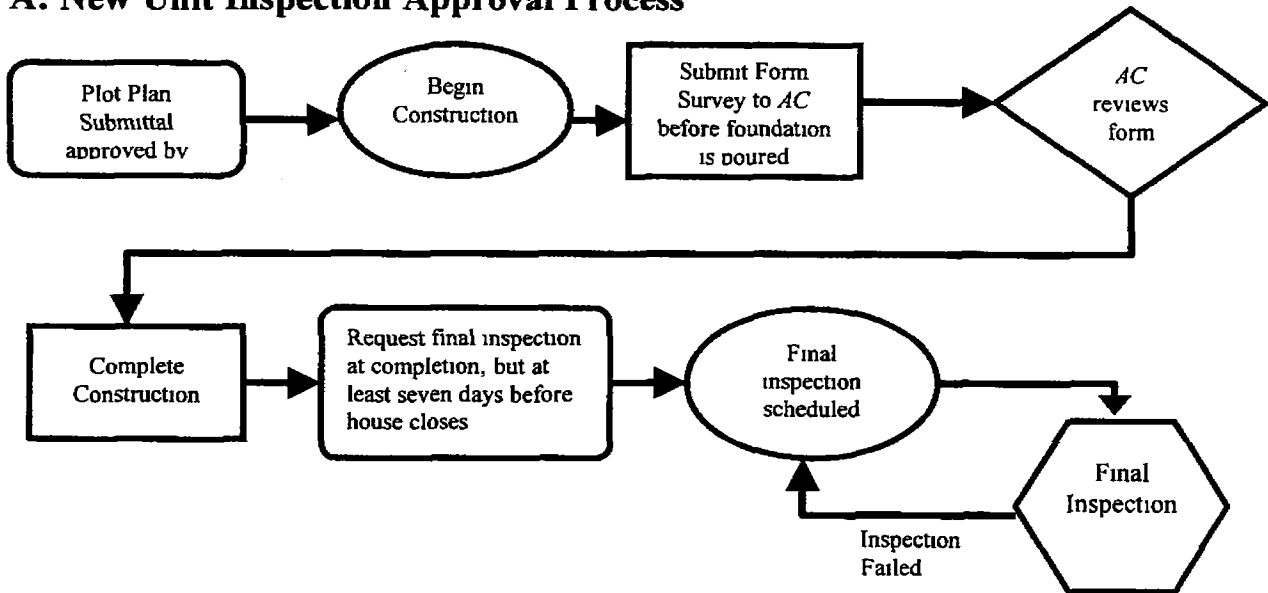
If the *improvements* appear to be in compliance with the approved plans, the inspection report will note this compliance. If the inspection indicates that additional work is necessary (or is in non-compliance), the *owner/builder* will be required to complete the *improvements* as noted in the inspection report and schedule another inspection. Fines will be assessed for each re-inspection necessary until the improvement is compliant.

3.4 Construction Inspections

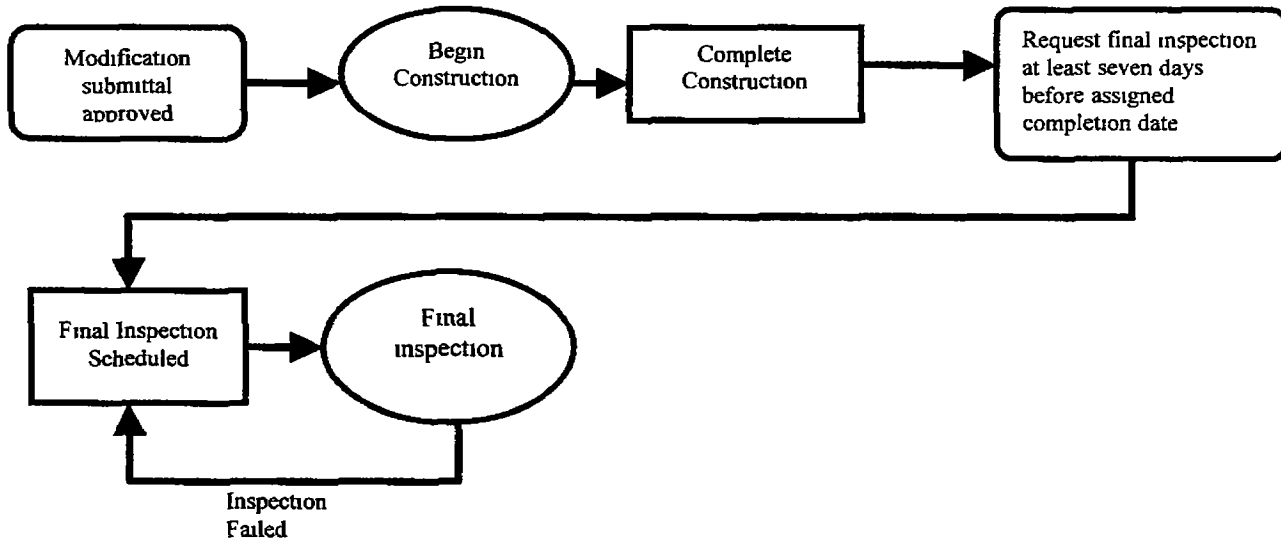
INSPECTION PROCESS OVERVIEW

The diagrams shown below are schematic only Refer to text in this section for detail description

A. New Unit Inspection Approval Process



B. Architectural Modification Inspection Approval Process



Introduction:

Some careful planning before construction activities begin can greatly enhance the site's appearance and help lower construction costs

Preserving existing vegetation will give Steiner Ranch an appealing and tree-shaded appearance. Numerous stands of Live Oak, Cedar Elm, Juniper, and other tree species should be considered a valuable asset.

In addition, the native landscape elements are drought tolerant, thus reducing the need for extensive watering of non-native plantings.

Sections:

- 4.1 Construction Site Management
- 4.2 Preserving and Protecting the Environment

4.1 Construction Site Management

Goals:

Minimize the negative visual impact of construction through the thoughtful handling of construction activities and the maintenance of an orderly job site.

Requirements:

Participate in the Keep Austin Beautiful Clean Builder Program. Call 499-3576 for more information.

Construction vehicles and all workers' personal vehicles are limited to paved roads and approved access roads. Parking is also permitted on the *unit* being developed. No parking or access is allowed on *common areas*, "greenbelt" areas, sidewalks, or adjacent undeveloped *units*, unless

prior approval is obtained and a deposit is placed with the *Association* to insure the area is left undamaged. The request for access to any *common areas* must be made in writing to the *AC*. Construction may not begin unless and until written approval is received from the *AC*. When construction is complete, the deposit will be refunded less any costs incurred for damage to the *common areas*.

Each *unit* may be served with underground electricity, cable TV, telephone, sewer, gas, and water lines. The location of these utilities must be confirmed by the *owner/builder* in the field prior to construction.

Building debris must be cleaned up and removed weekly. No construction debris, brush, rock or fill may be placed on any *unit* other than the specific *unit* under construction.

The same *builder* may wash out concrete trucks only on the *unit* under construction.

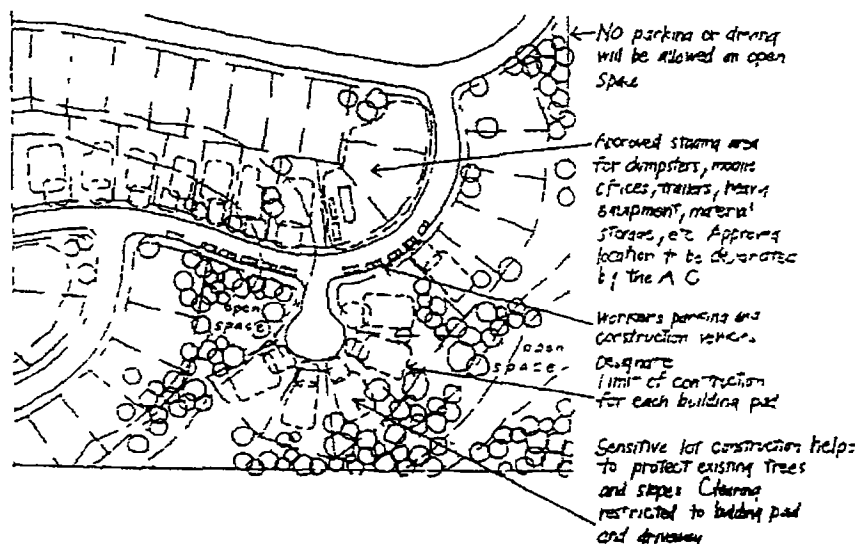
Units must be re-vegetated within ten (10) days after the *dwelling* is substantially complete. See Landscape Guidelines, Section 8, for specific requirements.

Construction must take place in accordance with the City of Austin Erosion and Sedimentation Control Manual as well as the Regulations herein.

Prior to clearing the *unit*, silt fencing must be installed on the downhill side(s) of the *unit*.

Prior to clearing the *unit*, five (5') feet height tree-protection fencing must be installed along all property lines abutting a greenbelt or open space area.

Builder construction access, parking, construction staging, materials or debris storage, or any construction activity is prohibited on greenbelt areas, open space



4.1 Construction Site Management

areas, or any vacant residential *units*, unless prior approval is obtained and a deposit is placed with the *Association* to insure the area is left undamaged. The request for access to any *common areas* must be made in writing to the *AC*. Construction may not begin unless and until written approval is received from the *AC*. When construction is complete, the deposit will be refunded less any costs incurred for damage to the *common areas*.

Clearing cannot begin on any *unit* until temporary erosion controls are in place (silt fences, etc.) protecting all adjacent properties, *units*, and streets. If *unit* clearing involves the removal of any existing temporary erosion control, the *builder* must tie the new erosion controls back into existing erosion controls. Erosion controls must remain in place until the yards are landscaped and vegetation established and then must be removed by the *owner/builder*. The *owner/builder* must keep the streets silt-free at all times, "washing down" streets as frequently as necessary. Please see *owner/builder* responsibilities for more information.

The *owner/builder* is required to install and maintain filter fabric at all storm drain inlets downhill from a *unit* under construction. The *owner/builder* must clean and maintain filter devices continuously through the construction phase. Please see *owner/builder* responsibilities for more information.

Clearing and rough grading may begin only when construction is imminent, no more than ten (10) days in advance of setting forms.

Disposal of Spoils

Any spoils generated from the site grading of a *unit* must be relocated on such *unit* or promptly removed to an approved, permitted spoils dump site in accordance with City of Austin and Travis County rules and regulations.

No material may be placed or stored on the street, *Association* property, adjacent *units*, or any other portion of the property covered by the Declaration or owned by the Developer.

The *owner/builder* who is responsible for the construction shall be liable for any cleanup costs, accidents, or removal of

such spoils if deposited anywhere other than his *unit*.

Utility Adjustments to Fine Grade

All manholes, utility structures, or other devices, including meters and meter boxes, within the *unit* boundary must be raised or lowered at the completion of construction to coincide with the elevation of adjacent finished grade of the *unit*.

Guidelines:

Locate temporary utilities, equipment storage and job trailers in areas that are not visible from major roadways, and as approved by Reviewer. These items cannot be located under the dripline of the trees.

To lessen soil compaction and tree root damage, driving and parking of construction vehicles on the *unit* should be minimized.

4.2 Preserving & Protecting the Environment

Goals:

Preserving existing vegetation and maintaining a native Hill Country community character.

Requirements:

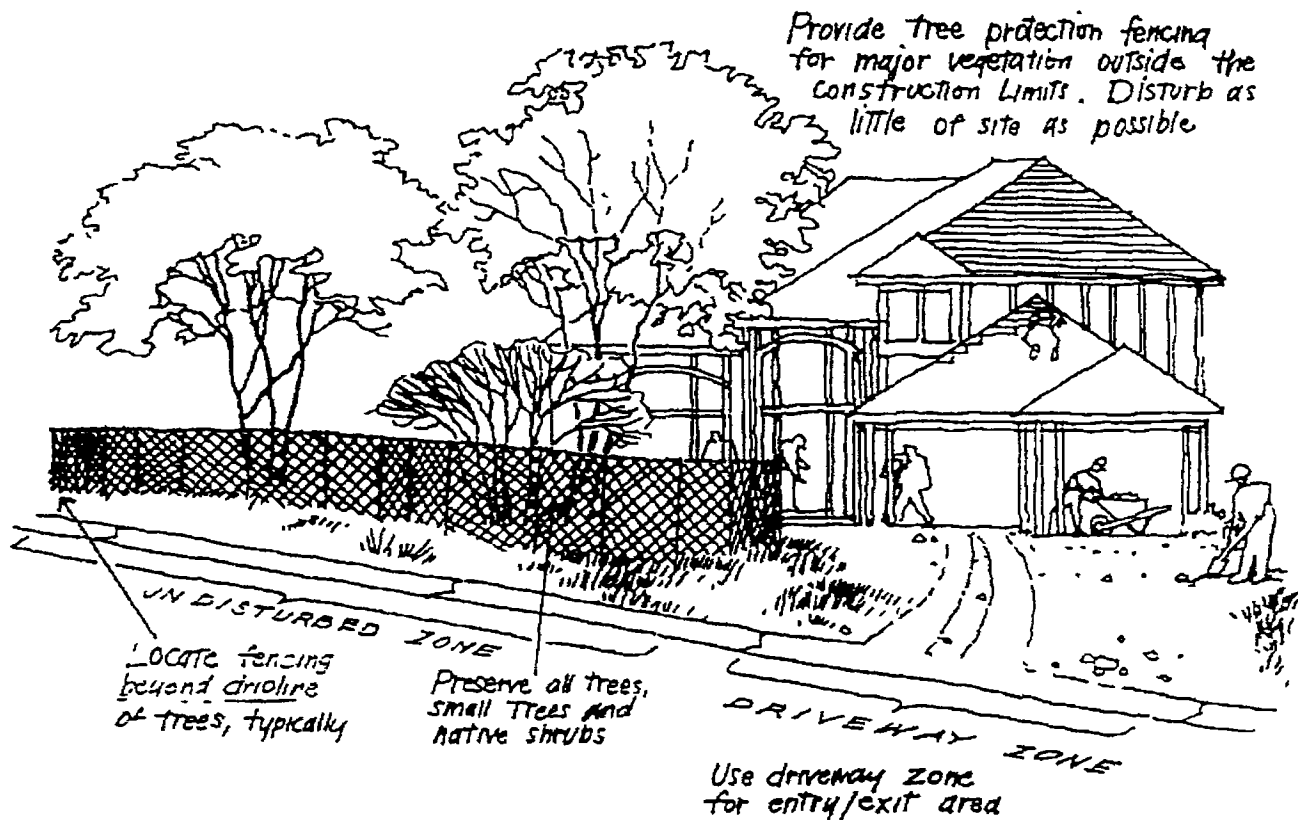
Construct approved, temporary fencing around trees to be preserved, in accordance with the City of Austin Environmental Manual. Unit clearing should be the minimum necessary to construct the driveway and residential dwelling footprint.

No clearing is permitted within 10 ft of any conservation easement. These may be designated at the rear of units, which back up to ravines (check final plat for exact locations).

Note Refer to the Approved Plant List, Section 8.4, for supplemental planting suggestions in these areas. Plants indicated as "drought tolerant" are appropriate for most areas of Steiner Ranch.

Tree surveying and tree protection measures must comply with applicable City of Austin ordinances.

All plot plan submittals must include a survey of all trees eight (8) inches and larger in diameter, within the limits of construction. Trunk diameter, crown diameter, and tree type must be shown. Significant or protected trees defined as having a 19-1/2 inch diameter (60" circumference), which are removed or destroyed must be replaced with an equal or greater caliber.



4.2 Preserving & Protecting the Environment

Guidelines:

All native trees and shrubs outside of the *dwelling* footprint should be preserved. Limit cut and fill around existing trees to 6" within the dripline

Any grade change in excess of 6" within the dripline zone should be handled by the use of retaining walls or a tree well constructed at the tree's dripline See Retaining Wall Guidelines, Section 7.3

It is recommended that **builders** participate in the City of Austin, "Green Builder Program" by constructing energy efficient and environmentally sensitive homes Contact the City of Austin Environmental and Conservation Services Department at 499-3500 for more information

5. Building/Site Relationship

Introduction:

Careful siting of the *dwelling* footprint and driveway on the *unit* can maximize the site's character.

Existing vegetation can be preserved, potential views can be enhanced, privacy can be created, and outdoor spaces can be optimized

Sections:

- 5 1 Building Setbacks
- 5 2 Impervious Cover
- 5.3 Building Orientation
- 5 4 Grading and Drainage

5.1 Building Setbacks

Goals:

A pleasing variety of residential streetscapes.

One means of creating a pleasing streetscape is through variations in the front yard building setback. Setback variations set up a rhythm in the spatial quality of the streetscape zone. This promotes a dynamic architectural composition.

Guidelines:

At least 25% of a *builder's dwellings* on each street should be setback at least 4 ft beyond the required setback in order to vary the streetscape. A maximum of two (2) homes in a row should be built on the front yard setback line, and a maximum of 15' difference in setbacks is allowed.

A variance may be granted for unusual topographical situations, at the sole discretion of the AC.

Side yard setbacks between *dwellings* should be varied. This also assists in creating spatial variety in the streetscape.

Setback variations allow for *dwellings* to be adjusted around existing trees (see the diagram below and table in this section, pg 33).

Building Area

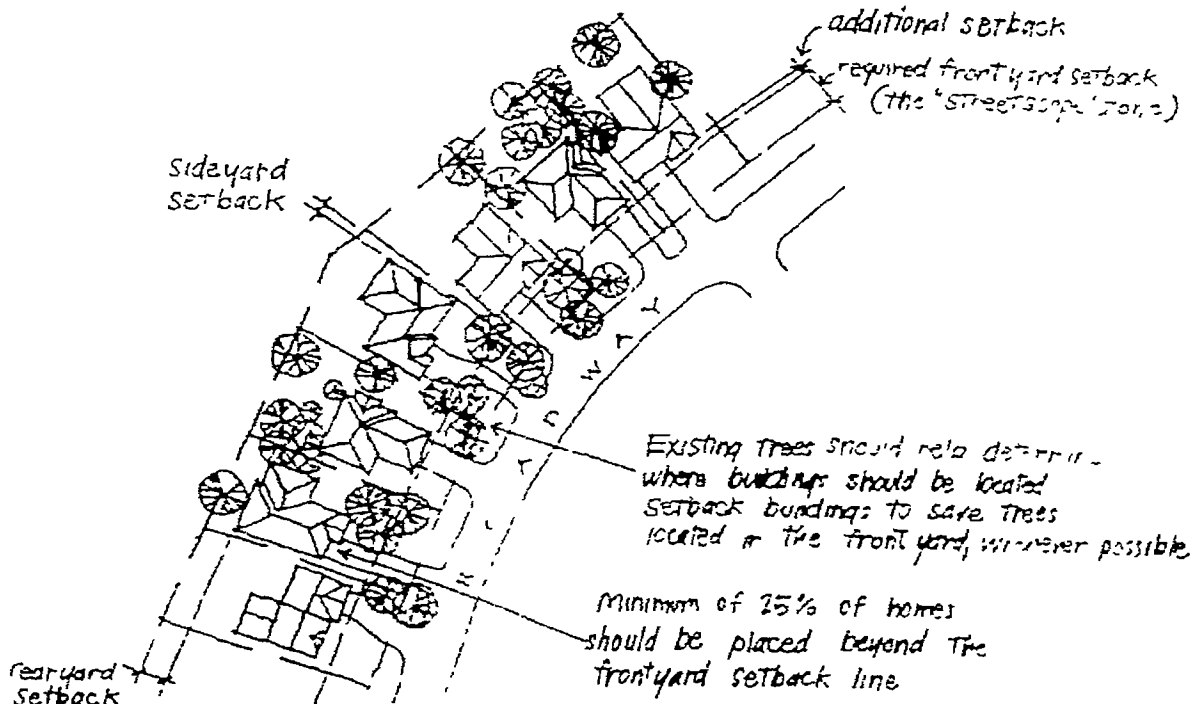
"Buildable Area" is defined to mean the portion of the *unit* other than the setback areas of such *unit*, as described herein. The *dwelling* must be constructed completely within the Buildable Area.

Requirements:

The *Architectural Committee* will review all submittals to ensure that each *dwelling* is located in an optimum manner, which preserves existing vegetation. Existing vegetation enhances the streetscape and retains the natural character of Steiner Ranch.

No roofed or trellised structure separate from the main *dwelling* structure may be built within a setback area (i.e., gazebo, pool cabana).

Pools and spas must be constructed at least five (5) feet from any *unit* property line, "open space," or Common Area.



5.1 Building Setbacks

Sport Courts and will be reviewed on a case by case basis when submitted for Architectural Modification Approval

Architectural Committee must approve all structures and accessory features of any type through the Architectural Modification Process as stated previously

Apart from these Regulations, governing agencies for pools and spas requires special fencing enclosures

Owner shall be prohibited from making any *improvements*, including fencing, within or upon, or which encroach into or cantilever over any *Common Area* or open spaces

Guidelines:

Homes should be arranged to provide outdoor spaces for people

Key factors in determining variations in the front yard and side yard setback beyond the minimum requirements include

- 1) Appropriateness to unique site conditions, including steep slopes or location of site features such as rock outcroppings.

- 2) Location of existing trees

- 3) Setback compatibility of adjacent homes on either side and across the street from the lot.

- 4) Potential views towards a greenbelt or sight lines beyond

- 5) Detached garages and side entry garages are encouraged in Steiner Ranch

Final approval of setbacks is determined by the *AC* when the plot plan is submitted for approval

5.1 Building Setbacks

Minimum Building Setback Requirements

Note: These setback guidelines are for general information only. Refer to Final Subdivision Plat and/or any Supplemental Declarations for specific Unit setback information. Setbacks are measured from property lines.

Single-Family	Lot Width			
	50'-64'	65'-84'	85'-109'	110' +
Street Side Yard	15ft	15ft	20ft.	25ft
Interior Side Yard Each side yard minimum Combined Side Yard minimum	5ft	5ft	10ft	10ft
	15ft	15ft	20ft	25ft
	Lot Depth			
	100'-119'	120'-139'	140'-159'	160' +
Front Yard	25ft.	25ft	25ft.	30ft
Rear Yard	20ft	20ft	25ft	30ft

Multi-Family	All Lots
Front Yard	25ft
Street Side Yard	15ft
Interior Side Yard	10ft
Rear Yard	20ft

5.2 Impervious Cover

Goals:

Minimizing impervious cover.

Minimizing impervious cover serves two purposes: it encourages water to percolate into the substrate; and it minimizes erosion and limits sediment and pollution deposition into the canyons, creeks and Lake Austin by reducing the volume and rate of water runoff. These actions help conserve Steiner Ranch's important natural amenities.

Requirements:

Limiting impervious cover is required for compliance with specific subdivision

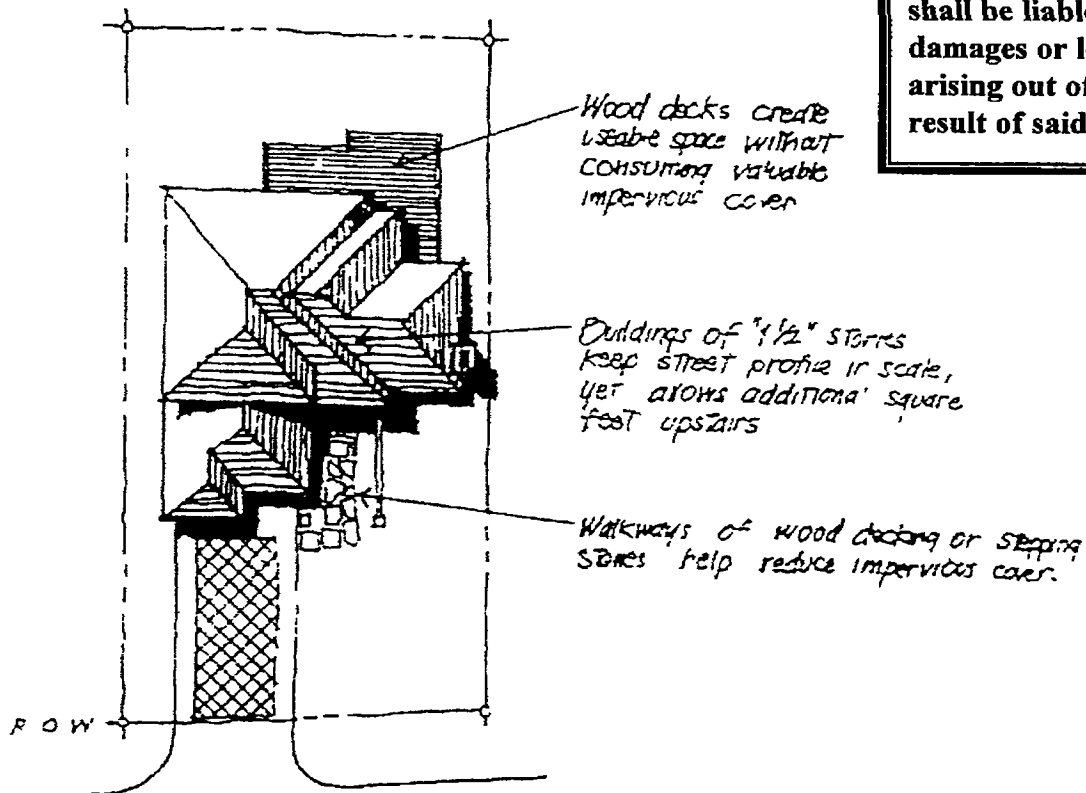
development restrictions and the City of Austin Land Development Code and/or the restrictions of current governing jurisdiction

Maximum impervious cover allowance per *unit* is restricted by subdivision plat note. Impervious cover includes driveways, parking areas, buildings, patios, walks and other impermeable construction elements

Pedestrian sidewalks within public right-of-ways are excluded from the impervious cover allowance

Note:

Plot Plan submittals are not reviewed for compliance with governmental jurisdiction impervious cover plat requirements. It is the responsibility of the owner/builder to comply with all such requirements or regulations. By approving such plans, neither the *Declarant*, the *Association*, the *Developer*, or its ownership entities, the *Board*, nor any committee worker, nor agents, employees, attorneys or consultants of any of the foregoing shall be liable for any damages or losses arising out of or as a result of said approvals.



5.3 Building Orientation

Goals:

Integrating the *dwelling* onto the *unit* while maintaining compatible relationships with adjacent *dwelling*s and the street frontage

Guidelines:

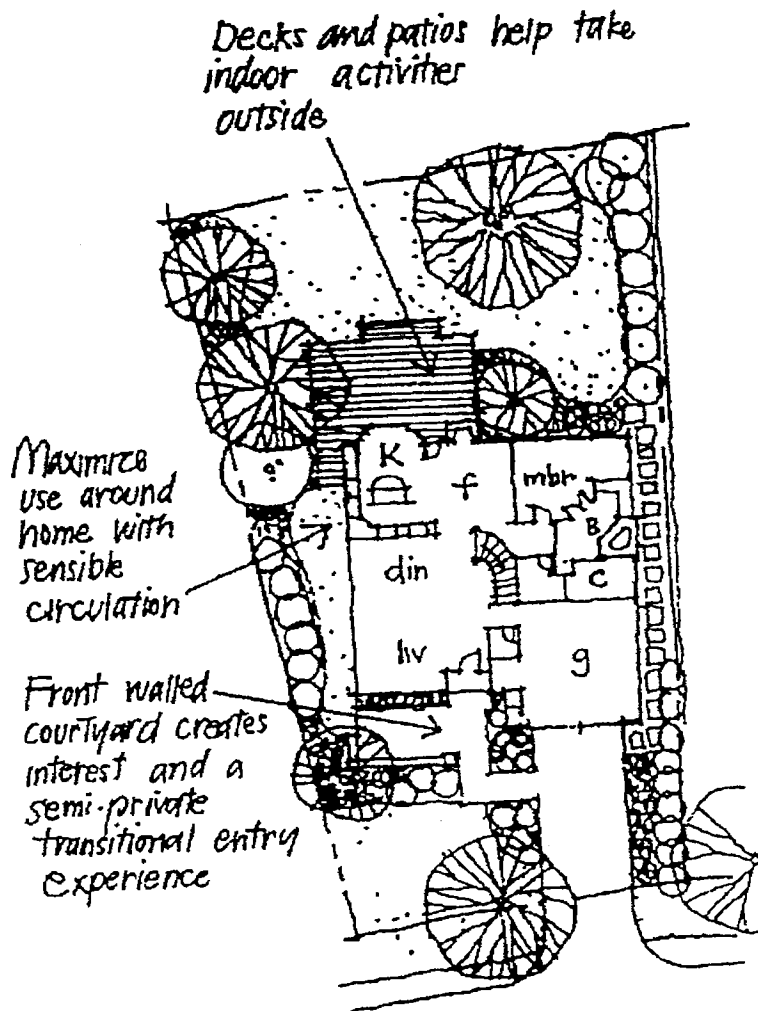
The *dwelling's* primary living areas, both interior and exterior, should be arranged to take advantage of the building-to-site relationship

Attention should be given to the quality and usability of the outdoor spaces formed by the exterior walls of a *dwelling* and adjacent fences

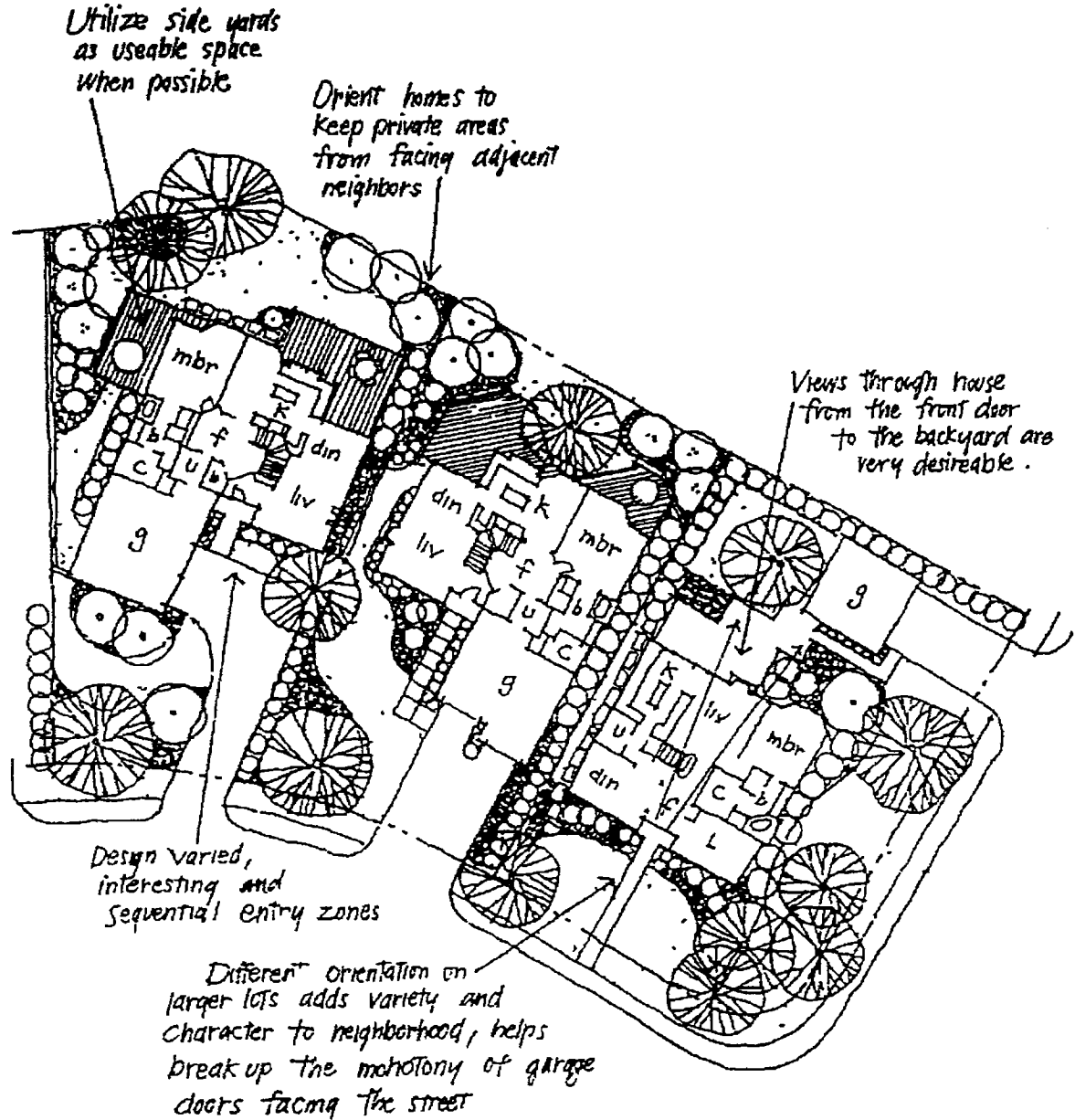
Care should be taken to avoid placing the private areas of one *dwelling* adjacent to the public areas of another *dwelling*

Although view preservation is not guaranteed, consideration should also be given to the views from adjacent *dwelling*s

Placing such elements as balconies, enclosed courtyards, patios, decks, and entrances where appropriate should encourage the use of the front, back, and side yards. Do not think of the backyard as the only area suitable for outdoor living



5.3 Building Orientation



5.4 Grading & Drainage

Goals:

Site grading which compliments and reinforces the overall architectural and landscape character.

Requirements:

Grading must be done in conformance with the final plat notes. Minimizing cut and fill helps to preserve existing vegetation and the natural landform.

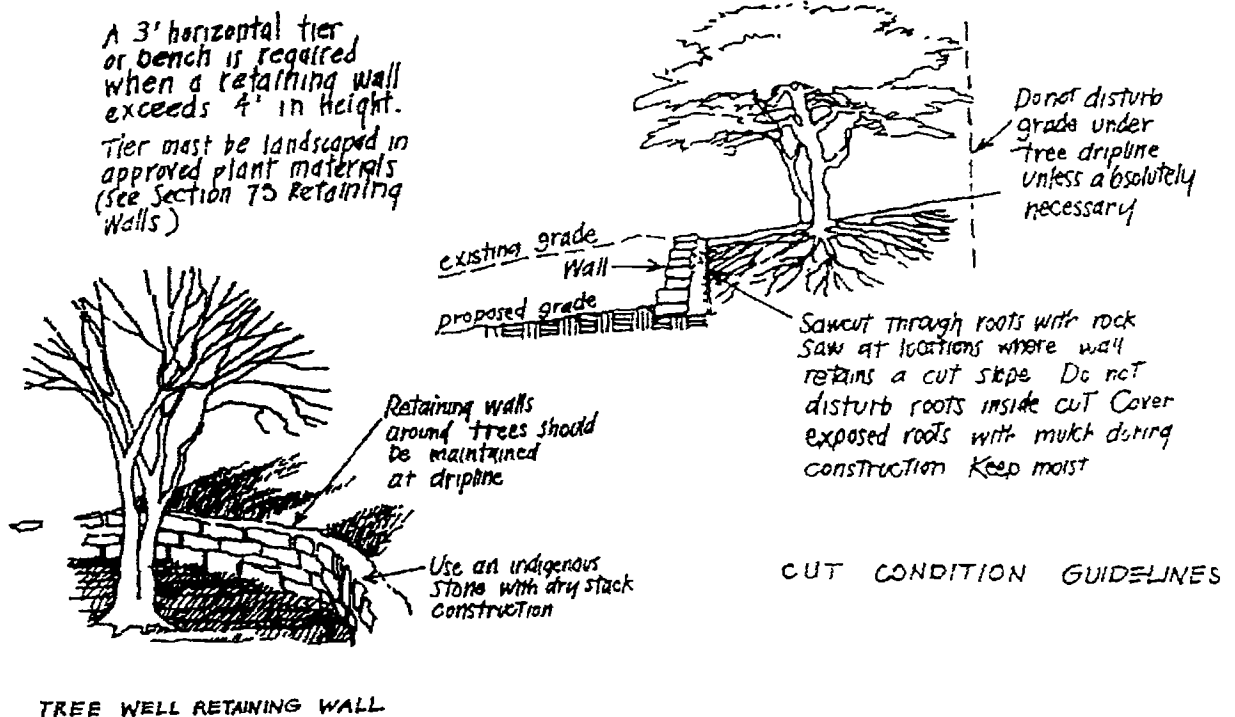
Slope grades may not exceed 3:1 without slope protection per City of Austin standards. All cut slopes exceeding a 3:1 slope must be covered with approved slope protection per City of Austin standards.

Retaining walls must be constructed using coursed "dry stack" limestone in an approved design. Dry stack limestone retaining walls are required when a retaining wall is necessary at any cut or fill condition (see Retaining Walls, Section 7.3)

Guidelines:

The overall grading and drainage system for Steiner Ranch has been designed to promote overland flow of run-off where possible. Site drainage handled by overland flow rather than within enclosed sewers is encouraged because of the cleansing and recharge properties of filtration and infiltration.

Grading should be done so that changes in elevation are gentle and natural in appearance and retain an informal appearance by smooth variations in the contours. The example on this page addresses approved guidelines when grading around existing trees to be preserved.



Introduction:

Good building design, along with the natural site characteristics, helps establish a positive identity for a community. An image is initially established through subdivision planning and landscape design. However, it is the construction of well-designed *dwelling*s that completes the picture. These *regulations* provide a framework for establishing a consistency throughout Steiner Ranch. Attention to detail is critical in achieving this desired image.

Sections:

- 6.1 Façade Design
- 6.2 Foundations
- 6.3 Height Limit
- 6.4 Roofs
- 6.5 Chimneys
- 6.6 Garages
- 6.7 Energy Saving Features

6.1 Facade Design

Goals:

Steiner Ranch strives to capture an architectural image that recalls the tradition of the central Texas Hill Country, expressed in a contemporary way. The goal here is to design homes that relate to their surroundings to create a harmonious blend of the built and natural environment within a Hill Country context.

Requirements:

At least 70% aggregate total of the exterior walls of a home must be masonry (stone, brick, stucco, or approved equal) Refer to Master Plan Submittal Application Form for calculation method Master plans are approved with the masonry elevations as submitted If changes in the masonry configuration are made, an elevation noting the masonry changes must be submitted with the plot plan application. This includes any masonry accents added around doors or windows, as well as a change in masonry types This does not apply if the change is made from stone to brick, or vice versa.

Any portion of the exterior, which faces a street (front,

side, or rear façade), must be 100% masonry This requirement applies to *units* backing up to major streets and collector streets, corner *units*, or *units*, which have permanent open space to either side or on the rear façade when the *dwelling* is visible from a street This requirement may be modified in areas of specific architectural treatment or detailing created for particular design interest These areas must be approved by the *Architectural Committee* Refer to specific Neighborhood Design Guidelines and Supplemental Conditions

Masonry must “wrap” corners at the intersection of the first floor front and side elevations a minimum of 8’ or the depth of the front room located on the upper level (see Figure 6 1.1) In addition to all other masonry requirements, “split-level” plans, where the first floor lies below the street elevation, will be required to extend the masonry on the street elevations (both sides) to at least 50% of the overall depth of the house. (See figure 6 1 1)

Exterior façade materials must be natural and

authentic or specifically approved

Prohibited exterior materials include, but are not limited to exposed smooth-faced concrete blocks, plywood, log, plastic masonite sheeting, and metal siding (horizontal masonite lap is acceptable) Certain vinyl siding products may be considered but must be approved by the *Architectural Committee*

Colors must be approved Warm, earth-tone neutrals are required, with muted, complimentary colors suggested as accents

The same *dwelling* plan or elevation shall not be constructed within two *dwelling*s immediately adjacent or the three *dwelling*s directly opposite from the subject *dwelling* (See diagram page 41)

Different masonry color is required for the two *dwelling*s immediately adjacent and the *dwelling*s directly opposite from the subject *dwelling* A masonry color, or one deemed too similar by the *Architectural Committee*, cannot be used more than twice in the eight house



6.1 Facade Design

block Limestone may occur twice in a four-house block (see diagram – next page)

Bright, flashy materials, such as reflective glass, are not permitted Different color schemes are required on elevations that are repeated in the subdivision.

Refer to the Neighborhood Design Guidelines and Supplemental Conditions for special masonry requirements

Address number must be clearly indicated on the front of the house The use of pre-cast stone address blocks is encouraged

Use of stylistic ornamentation out of character with the established Hill Country image, as determined by the *Architectural Committee*, is prohibited

Awnings on street facing elevations are not permitted The *Architectural Committee* must approve all other awnings

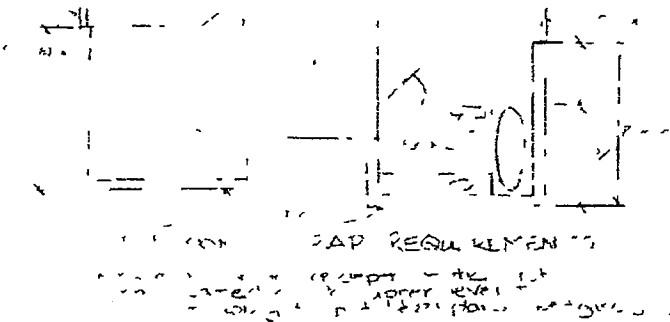
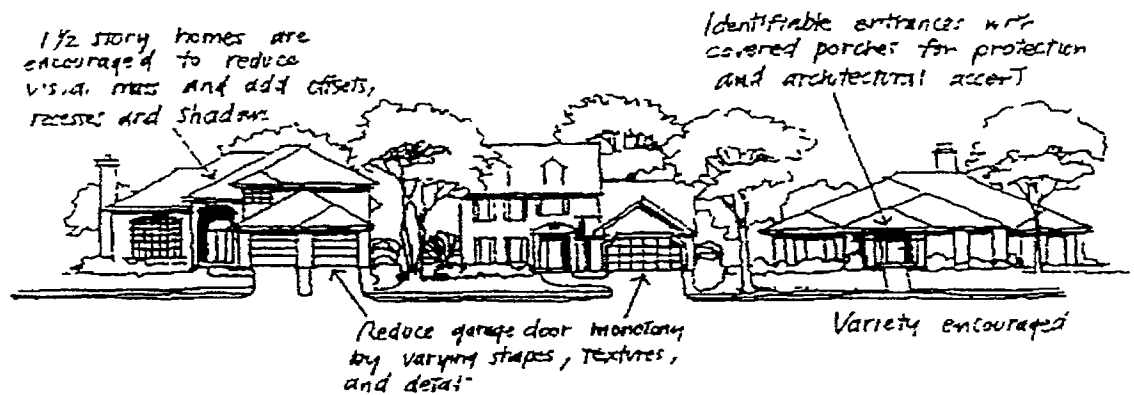


Figure 6.1.1

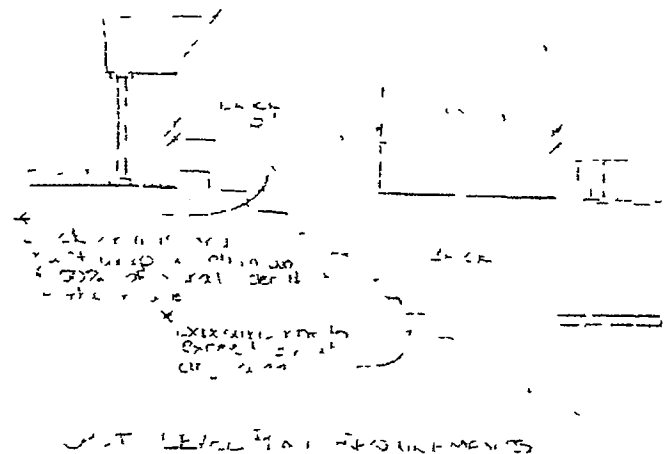


Figure 6.1.2

6.1 Facade Design

Guidelines:

Entrances to *dwelling*s should be clearly defined, protected by a covered porch, and integrated with the building design

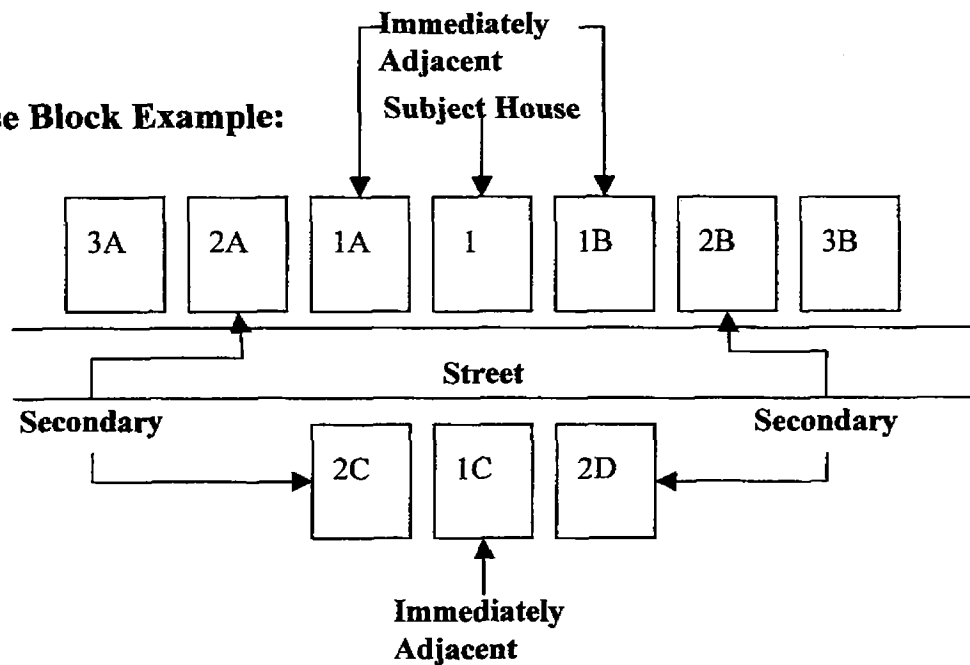
The use of recessed windows and the expression of columns and beams that create shadow and texture are encouraged to establish a sense of residential scale

Break up the elevations to provide shadow relief. Use recessed areas, offsets and "popped out" areas to create interest. Consider offsets where rooflines change

A combination of wood and masonry on elevations of the *dwelling* not facing the street, as defined herein, are permitted

The use of new or innovative building materials for façade design is encouraged and, when compatible with façade requirements, may be approved

Eight House Block Example:



Dwellings = Different dwelling plan, elevation and masonry color from subject dwelling
 1A, 1B, 1C,
 2A, 2B, 2C
 And 2D

DWELLING VARIATION REQUIREMENT

Note Similarly colored limestone may occur only twice in a four-house block, any configuration.

6.2 Foundations

Goals:

Minimizing the amount of exposed building foundations (underpinning).

In hilly or rolling terrain, it is sometimes necessary to allow for several feet of grade change across the floor-plate. Therefore, careful foundation and elevation design is required in planning the home to comply with the design requirements.

Requirements:

Exposed foundations shall be limited to 12" height on front elevations, as well as all other elevations facing streets (whether side or rear elevations).

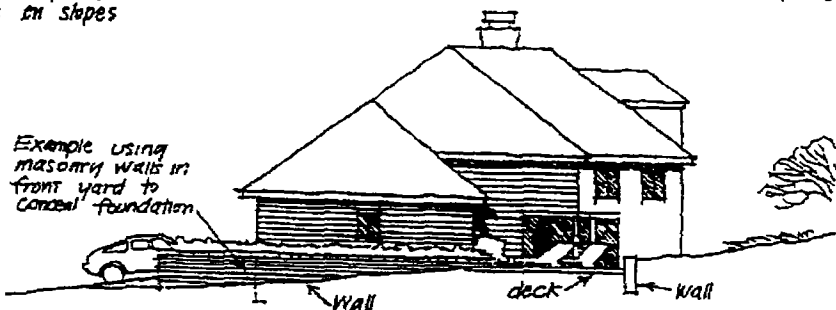
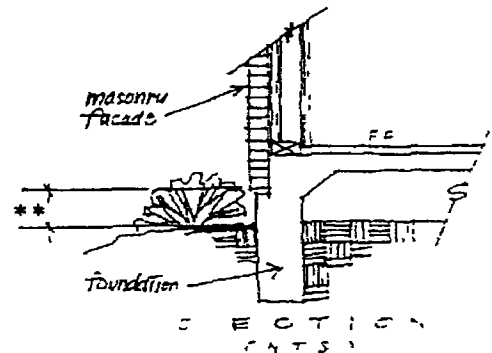
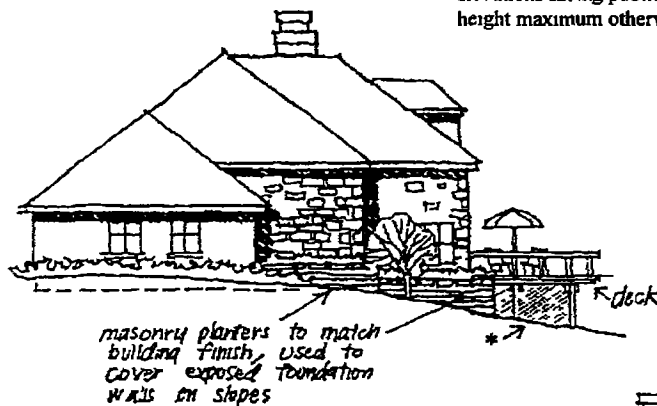
The height of exposed foundations is limited to 30" on all other sides and rear elevations (see sketch below). "Split-level" plans are also required to have no more than 30" of exposed foundation and should be stair-stepped, as shown in Figure 6 1 2, so no area of the exposed foundation exceeds 30".

Exposed edges of all porches, including front porches, must be concealed by the finish grading process or veneered in masonry. If the house is complete and the foundation exposure exceeds the limits, the *builder* will be required to screen the exposed foundation with shrubs tall enough to immediately screen the foundation and will be assessed a fine for non-compliance with the above guideline (see fine/fee list).

Masonry veneer may be deleted under rear yard decks, which are screened with lattice (See Wood Decks, Section 7 8).

* Re 7 8 Wood Decks for screening requirements

** Exposed Foundation 12" height maximum for front elevation and all elevations facing public streets, 30" height maximum otherwise



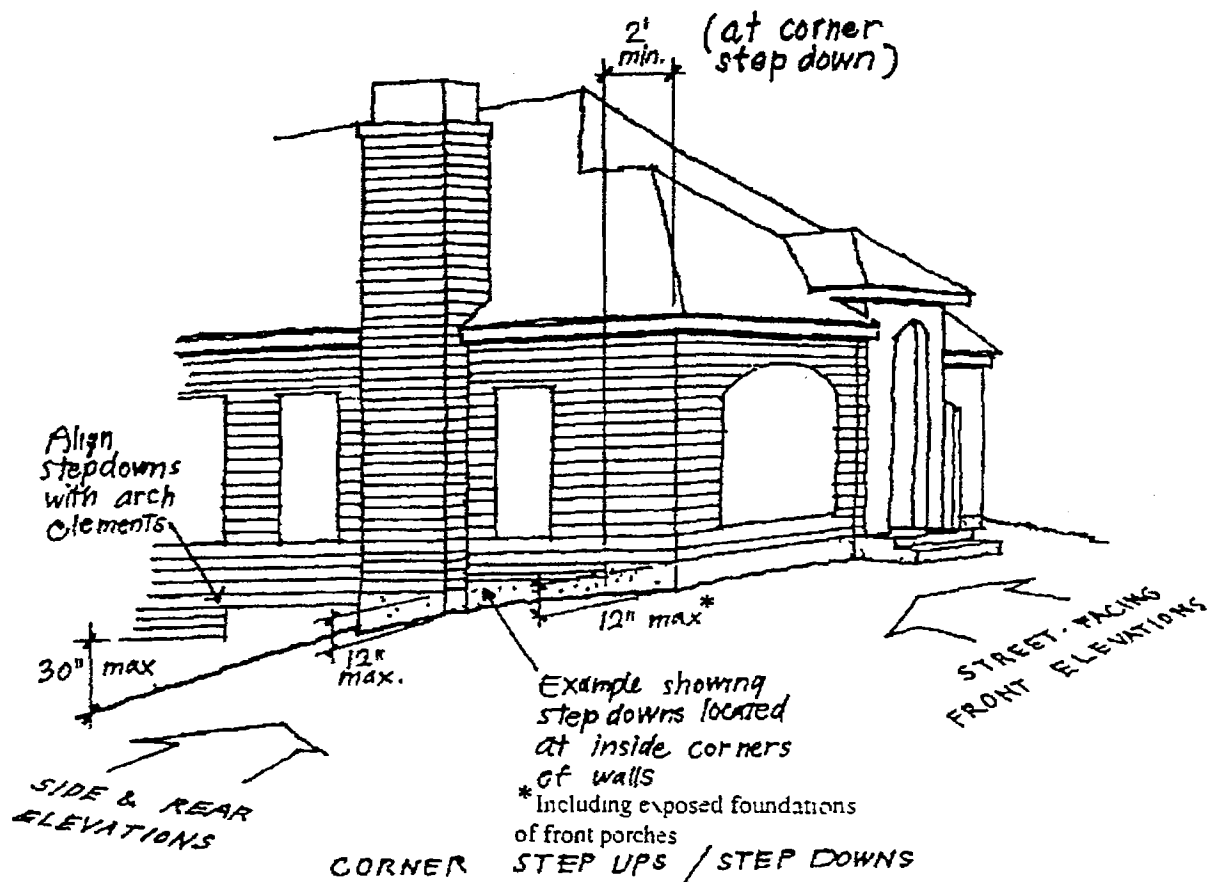
6.2 Foundations

Minimize the amount of exposed foundation by dropping the masonry course. The masonry ledge must extend around building corners a minimum of two (2) feet before stepping up or down to the less restrictive foundation requirement. The step down/step up should relate to some architectural feature (such as lining up with a window or change in wall direction) (See sketch – this page.)

If necessary, the *unit* must be excavated to minimize elevated slabs, front porches and driveways. Substantial backfill around the slab creating unnatural finished grade conditions is not an acceptable means to reduce exposed foundation sides, and shall not be allowed, nor is excessive dropping of masonry ledges.

Guidelines:

Masonry planters may also be used in front of exposed foundations to visually screen the foundation. These planters must be of a matching or compatible building material (see sketch on previous page.)



6.3 Height Limits

Goals:

Building should be of a compatible height profile throughout Steiner Ranch to promote a residential character.

Views are neither guaranteed, preserved, nor protected in Steiner Ranch.

However, promoting scenic views from the maximum number of existing and proposed building sites is a Steiner Ranch goal

Requirements:

Building height must not exceed thirty-five (35') feet in height as measured from finished grade

Building height is defined as the vertical distance from the average elevation of the finished grade at the front of the building to the highest point on the structure, exclusive of chimneys and ventilators

On sloping *units* the average finished grade adjacent to the front of the *dwelling* shall be used as a basis to calculate the height limit

Guidelines:

Building heights will be determined in a manner, which enhances an overall residential quality, while maintaining compatible relationships with adjacent *dwellings* and street frontages

Building heights should be responsive to building heights on *units* located on slopes above and below the *dwelling*

Scenic view compatibility should be considered in determining building location but again, **view protection is not guaranteed. Neither the Declarant nor the Homeowner's Association has a duty to protect a specific view.**

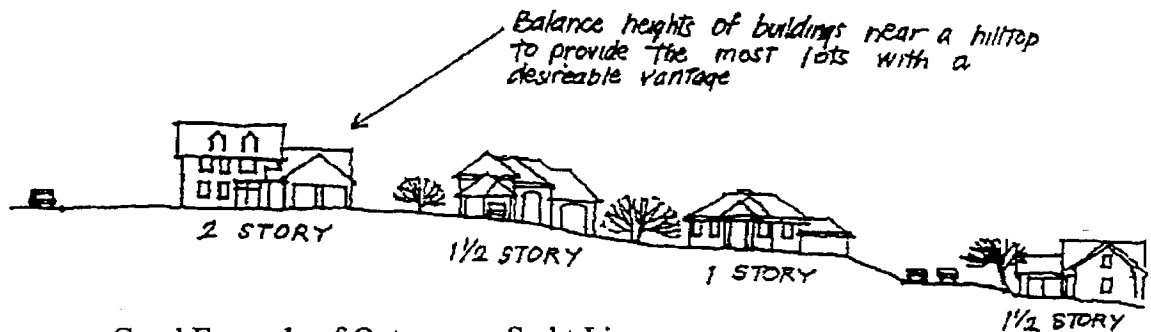
Sight lines, which are encouraged:

- Views to Lake Travis and Lake Austin.
- Views to distant undeveloped hills
- Views into the greenbelt

Within each neighborhood, a combination of one, one and a half, and two story *dwellings* is encouraged to add diversity to the streetscape

For multilevel *dwellings* on corner *units*, consider locating the one-story portion of the *dwelling* at the street corner to help reduce the feeling of enclosure in the neighborhood

A two-story *dwelling* can best relate to a neighboring one-story if it contains a one-story element



Good Example of Optimizing Sight Lines

6.4 Roofs

Goals:

Roof profiles and roof treatments are to be visually integrated into the overall Steiner Ranch design concept. Therefore, careful consideration is to be given to roof design elements.

Roofs often are the dominant visual element in neighborhoods that have hilly terrain. They can also be dominant in a cluster lot neighborhood where the *dwelling*s are closely spaced.

Requirements:

Roofs must be an earth tone color. A **range** of earth tone shades in each neighborhood is recommended. Roofs in primary colors are prohibited.

All exposed venting, stacks, and piping must penetrate the roof at the back side of the *dwelling* so that such devices are not visible from the street except as noted below.

- 1) In locations where the backside of the *dwelling* abuts a street, all exposed venting, stacks, and piping must penetrate the roof on interior side-yard facing elevations (where the roof design allows).
- 2) Fixed dormer attic ventilating devices.

Lift top turbine style ventilators are acceptable if they are not visible from streets, adjoining *dwelling*s, or any other portion of the property subject to the Declaration. All such projections must match the color of the surface from which they project or must be an approved color.

Downspouts must match the adjacent siding material in color and must extend to grade. Gutters must be the same color as the eaves or roof color.

Roof venting stacks, piping, and other penetrations must not distract from the overall roof elevation appearance. Projections must be trimmed square and clean.

Skylights are acceptable, but must not exceed ten per cent (10%) of the entire roof area.

Flat roofs and domes prohibited - Use gable and hip designs

Complex roof lines encouraged to create variety and interest

Mix a variety of earth tones to give neighborhood a natural and individualistic character



6.4 Roofs

Roofs must have pitched slopes that have a residential quality. Minimum roof pitch is 5 to 12. Maximum roof pitch is 12 to 12. Flat roofs and mansard roofs are prohibited, gable and hip roofs are the only permitted roof forms.

Acceptable Roof

Materials:

All roof material must be approved.

- 30 year minimum warranty laminated "Architectural" grade composition shingle
- Concrete or clay tile.
- Slate.
- Metal, only with baked on non-reflective painted finish (no primary colors)

Prohibited Roof

Materials:

Prohibited materials include, but are not limited to, asbestos, wood shakes, wood shingles, corrugated metal, and all types of reflective aluminum.

Guidelines:

A variety of rooflines are encouraged, both throughout the neighborhoods and on individual *dwelling*s.

Consider varying both roof pitch and orientation.

Complexity and variety will help to make an interesting streetscape.

Roof-mounted mechanical equipment should not extend above the highest architectural element or be mounted on any elevation facing the street. Flat panel solar collectors and skylights are allowed, provided these items are "in scale" with the building and do not create a visual eyesore.

Eaves and overhangs, designed to afford protection from the elements and provide shadow relief, are encouraged.

Gutters and downspouts should be of a simple design.

Roof venting, stacks, and piping should be organized in a cohesive manner. These elements should relate

to one another and to the roof elevation in a positive manner.

6.5 Chimneys

Goals:

Chimneys are important in the design of a *dwelling* because they are usually the tallest vertical architectural element, sometimes rising well above the peak of the roof. As such, chimneys should be carefully designed so they become a positive feature of the *dwelling's* design.

Requirements:

All exterior and interior chimneys must be constructed of 100% masonry product (brick, stone, stucco, or approved substitution "Hardi-Plank" is considered an approved substitution)

Chimney height must be designed as required by all applicable building codes and governing jurisdictions with regards to venting and fire safety

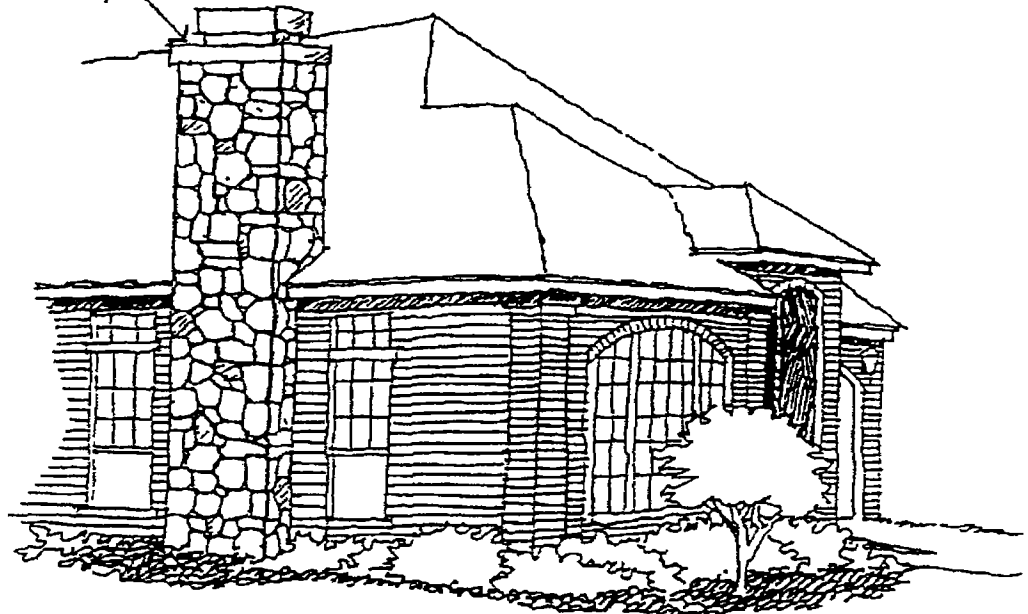
Spark arrestors are required in all chimneys

Guidelines:

Simple geometric shapes are encouraged

Consider overhanging trees when designing and locating chimneys
Provide an adequate setback from tree limbs to prevent damage to the tree canopy

Chimneys must be 100% masonry product (Stone, brick, stucco, "hardi-plank" or approved equal)



6.6 Garages

Goals:

Minimizing the visual impact of garages.

Requirements:

Garages must be designated to accommodate a minimum of two (2) and a maximum of three (3) full-sized conventional passenger cars

The garage must be kept from extending towards the street beyond the *dwelling* on all *units* except those in which the garage door is perpendicular to the street.

Garage exteriors must be constructed of the same materials and have the same architectural style as the rest of the *dwelling*

All garage doors must be of a sectional type only

Garages must be maintained as garages. They may not be converted to or utilized as a living or workspace

Dwellings on corner *units* must be oriented so garages are located adjacent to the interior *unit* property line (away from the street corner). Side entry garages on corner *units* must be detached at the rear of the *unit* or placed at the end of the *dwelling* opposite from the street corner

Guidelines:

Garages, whether detached or attached to the *dwelling*, should relate in a positive coherent manner

Twin single garage doors are encouraged as an alternative to one large double door.

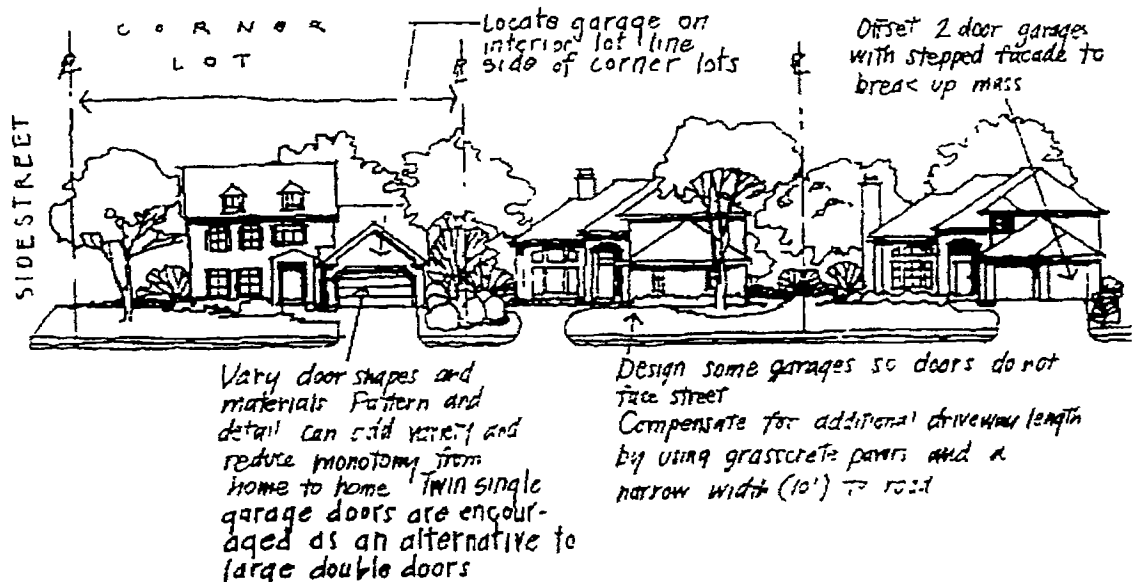
Side entry garages and detached rear garages are strongly encouraged on all *units* when possible

Detached garages located towards the rear of the *unit* are encouraged to vary the streetscape

Variances to building setbacks may be considered in order to help encourage detached garages. Setback adjustments will be considered on a case-by-case basis.

Three-car garages are allowed based upon plan and site conditions. Cars, boats and/or campers must be kept out of public view

A variety of garage doors is encouraged in each neighborhood, including double doors and side-by-side single doors



6.7 Energy Saving Features

Goals:

Keeping energy and depletable resources to an efficient and minimal use.

An important goal of Steiner Ranch is promoting harmony with the environment. Reducing energy demands assists in achieving this goal.

Guidelines:

Builders are urged to take part in the City of Austin's Energy Star program. Contact the City of Austin Environmental and Conservation Services Department, 499-3500, and Travis County Water Control and Improvement District #17, (WCID #17), 266-1111, for more information.

A minimum energy efficiency of two stars, as defined in the City of Austin's Energy Star program, is encouraged. Refer to the diagrams below for additional guidelines.

Use of systems which shift utility demands (i.e., gas and electricity) to off-peak hours is encouraged.

Recessed windows, overhangs, and the use of interior shading devices such as blinds are also encouraged.

Rooftop solar collectors and rain collectors are encouraged when they are integrated into the roof system or hidden from primary views (such as street-facing roofs).

Energy Saving Recommendations:

Water heaters – use gas or heat pump fixtures with COP's of 2.5-3.

Insulation – walls should be R-19 (R-13 batts plus 3/4" sheathing), ceilings should be a minimum of R-26 in sloped ceilings and R-34 in flat ceilings. Heating/cooling system efficiency ratio (SEER) should be 11 +.

Air infiltration rate should be 0.7 to 0.9 air changes per hour.

Water Saving

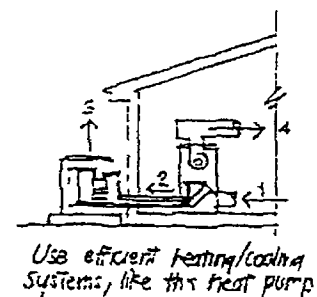
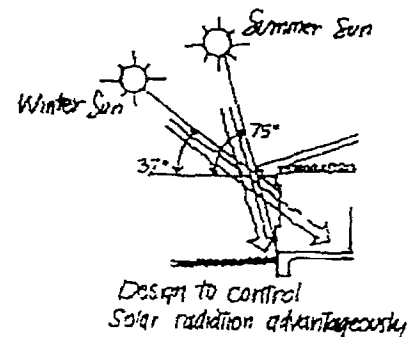
Recommendations:

Showers – install ultra-low flow showerheads rate of 2.5 GPM.

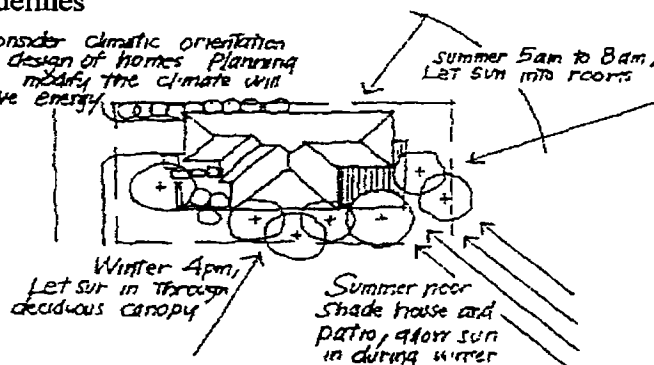
Toilets – install ultra-low flush fixtures, which use 1.5 – 3.5 gallons per flush.

Install water efficient dishwashers.

Xeriscape Landscaping – see the Landscape Design Section 8.1.



Consider climatic orientation in design of homes. Planning to modify the climate will save energy.



Introduction:

Site design elements
deserve careful
consideration in their
design and construction
Even a seemingly minor
site detail is important as
it may impact the entire
unit

Sections:

- 7 1 Driveways and
Parking
- 7.2 Sideways and Entry
Walks
- 7 3 Retaining Walls
- 7 4 Screening
- 7 5 Fences &
Freestanding
Walls
- 7 6 Site Lighting
- 7 7 Accessory Structures
- 7 8 Wood Decks

7.1 Driveways & Parking

Goals:

Minimize cars and other vehicles from dominating the streetscape zone.

Vehicle parking location and driveway design should be both functional and ancillary to the residential development.

Requirements:

Only one driveway and approach (20' maximum width) per *unit* is permitted on *units* with 100 ft or less frontage and/or on a *unit* size of 15,000 S F or less

Space for two conventional passenger cars must be provided on the driveway without encroaching on the road or street sidewalk. Trailers, boats, campers, RV's, etc are not permitted

to be parked on the driveway or stored in public view

Driveways and parking areas must be constructed at a minimum, with a textured finish, (i.e., broom or trowel finished concrete). Driveways shall comply with the City of Austin driveway standard in Appendix. Asphalt driveways and parking areas are prohibited

The maximum driveway grade within the *unit* property is 14%

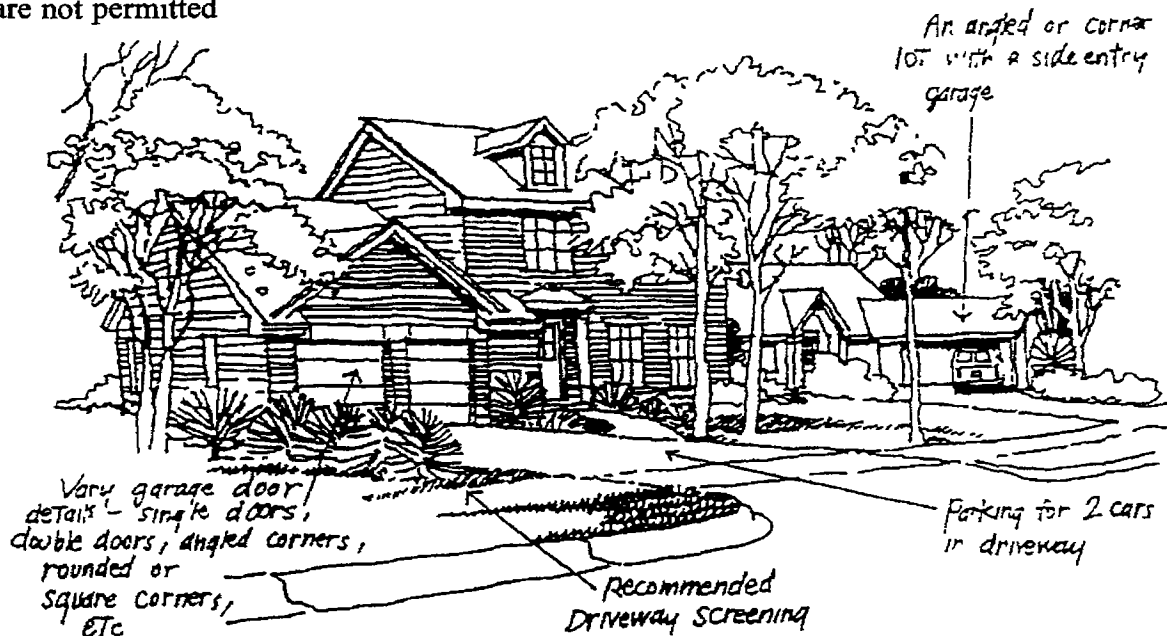
Driveway grades steeper than 14% must be approved. Per the City of Austin driveway standard (see Appendix), the maximum driveway grade with the R O W is 2%

Curbs must transition cleanly into existing street curb and gutter.

"Broken" transitions between curb/gutter and aprons are not acceptable (See standard in Appendix)

Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between curb and property line as well as the driveway area between property line and garage

The finish grading process must conceal exposed edges of driveways and parking areas. A maximum of twelve- (12) inches vertical exposure is allowed at these surfaces



Exposed areas exceeding twelve (12) inches in height must be faced (veneered) in a masonry material compatible with the exterior surface of the *unit* or with the driveway or landscape masonry materials

In situations where the driveway is raised well above finish grade, the exposed sides of the driveway must be screened using additional fill and/or landscape planter areas (See Foundation, Section 6.2).

Guidelines:

Shared common driveways are allowed, subject to review and approval.

Exposed aggregate concrete (washed), stamped concrete, decorative masonry, tile, or concrete pavers and/or banding is recommended

7.2 Sidewalks & Entry Walks

Goals:

Sidewalk design which provides a functional and aesthetically pleasing means of pedestrian circulation.

Walks provide an important link between the driveway and the *dwelling's* front door as well as along public streets.

Requirements:

Sidewalks are required within the public right-of-way on certain *units* as designated on the subdivision plat. These sidewalks must be a minimum four (4') feet wide, with no more than 1-1/2" cross fall (See Section this page).

Street sidewalks must be a minimum of 36" clear width around a fire hydrant or other obstruction.

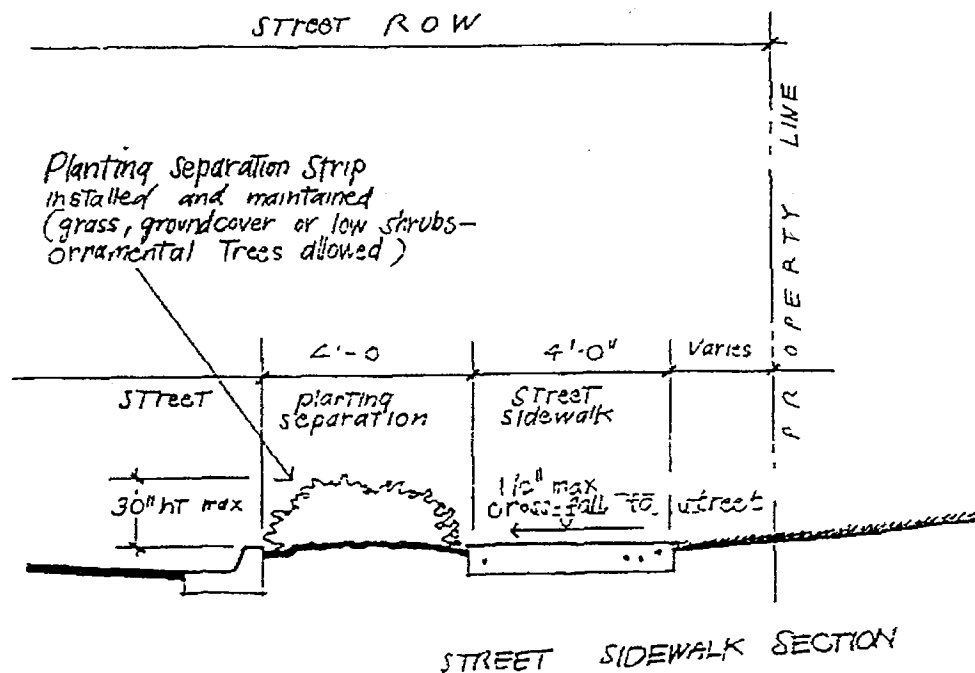
The location of street sidewalks must provide for a minimum four (4') feet landscape-planting separation immediately behind the street curb. This separation shall be planted and maintained per Section 8 2, Installation & Maintenance, using plant selections from the Approved Plant List. Plant height must be maintained below 30 inches. Only approved ornamental trees may be located in this separation zone. The City of Austin's sidewalk standard is located in the Appendix for reference.

Sidewalk curb ramps shall be installed at locations shown on the final plat according to the City of Austin's standard (See Appendix)

Sidewalks and entry walks must be constructed of broom or trowel finish concrete as a minimum level finish. See Guidelines for types of enhanced paving finishes.

Asphalt sidewalks are prohibited.

The *builder* is responsible for required street sidewalk construction by the completion of *dwelling* construction and prior to occupancy.



7.2 Sidewalks & Entry Walks

Entry walks connecting on-site parking and the primary building entry must be a minimum of 4 ft wide

If steps are necessary along the entry walk, they must occur in sets (or flights) with a minimum of 2 steps and a maximum of 5 steps per set. A landing of 4-ft minimum is required between sets of steps. Maximum riser height is 5"

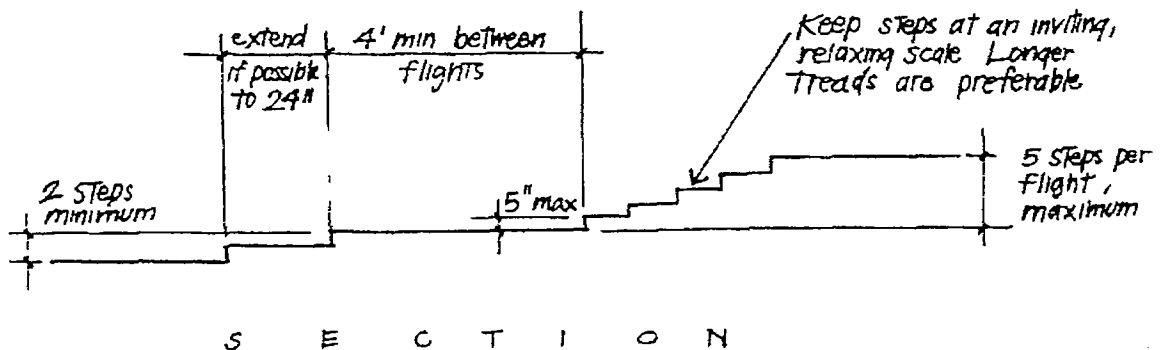
Exposed edges of sidewalks and porches (including front porches) must be concealed by the finish grading process or by use of landscape planters (See Foundations, Section 6.2)

A maximum of eight (8") inch vertical exposure is permitted at these surfaces. Exposed areas exceeding eight (8") inches in height must be faced (veneered) in a masonry material compatible with the exterior of the *dwelling*.

Guidelines:

It is recommended that the primary entry to the *dwelling* be barrier-free design.

Accent paving materials, such as brick, exposed aggregate concrete, stamped concrete, concrete pavers, decorative masonry, or tile as panels or tile as panels or banding, are encouraged to enhance the entry.



7.3 Retaining Walls

Goals:

The finished appearance of site walls should reinforce the Hill Country character.

Freestanding and retaining walls should provide a consistent appearance throughout Steiner Ranch.

Requirements:

All retaining walls must be faced (veneered) with masonry (stone, brick, stucco, or approved equal).

Native white limestone retaining walls, with a level, coursed, "dry stack" appearance, are required at the street right-of-way when grade change exceeds 2 feet, and at all cut slope faces. Limestone masonry units shall be in the range of 4-6 inches in height, 12-24 inches in length, and 8 inches in depth, with broken face exposed surfaces and

edges. Deep rake mortar joints of the stone walls to achieve a dry stack appearance.

Retaining walls adjacent to or visible from any street shall not exceed 4' in height. Grade changes that require retaining walls exceeding 4' must be terraced with a minimum of 4' clear separation between each wall (See sketch next page).

Provide a three feet (3") minimum (or per governing jurisdiction) planting separation strip between back of curb or sidewalk and face of wall. This planting separation strip must be planted and maintained with approved plant material (See Section 8.4).

Benched areas must be planted and maintained with approved plant materials.

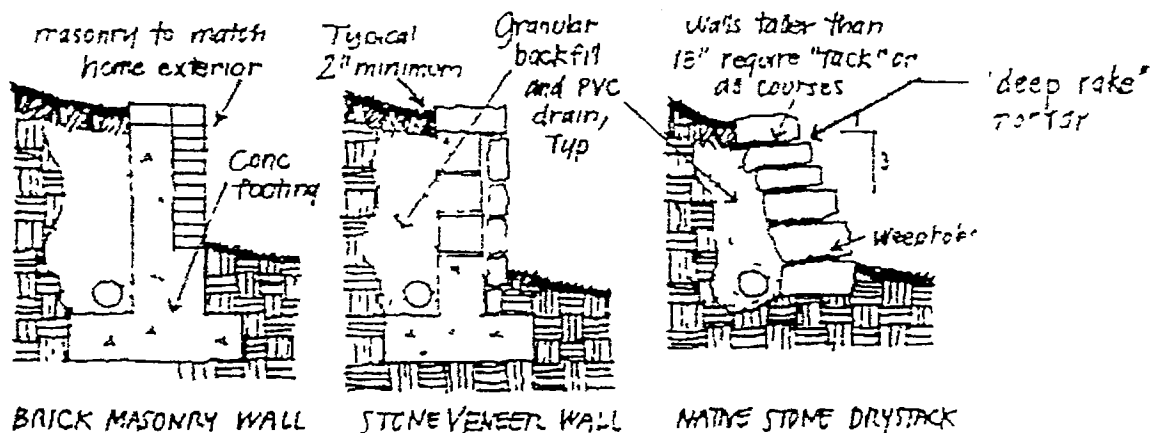
Walls within the public right-of-way must meet City of Austin and Travis County minimum design standards.

Walls must be adequately drained on the surcharge side, if required.

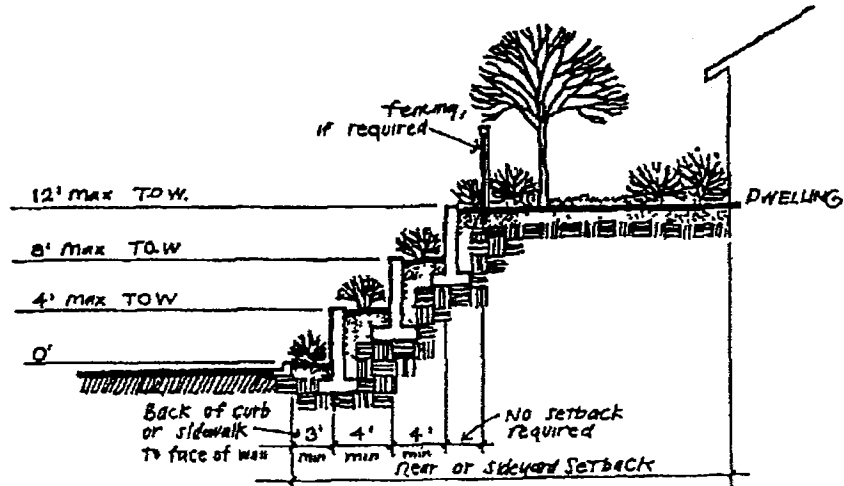
Guidelines:

Walls should be designed as an integral part of the *dwelling* and *unit* design. Stone block sizes should be consistent and laid in level horizontal courses. Masonry, which matches the *dwelling* exteriors, is encouraged within the *unit* boundary.

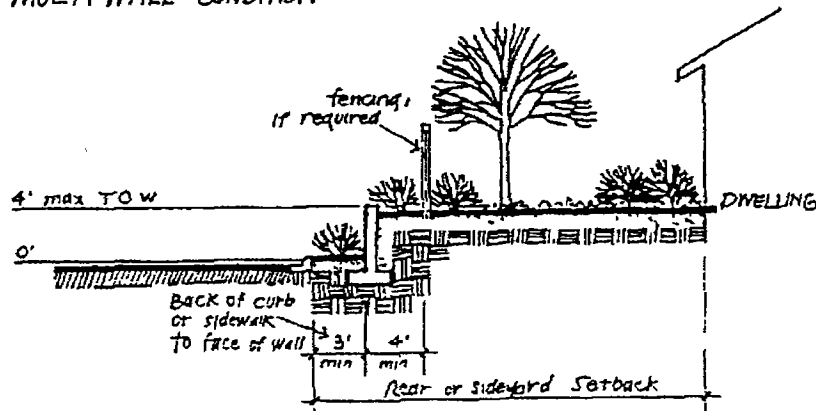
Guideline examples are illustrated below and on the following page.



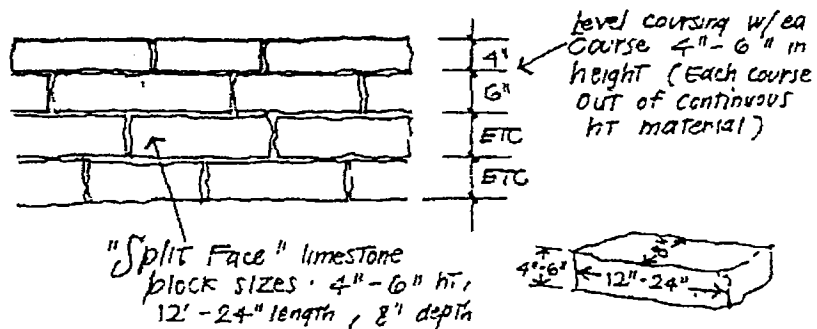
7.3 Retaining Walls



MULTI-WALL CONDITION



SINGLE WALL CONDITION



LIMESTONE MASONRY WALL ELEVATION

Note: The structural design, approval, and construction of all retaining and freestanding walls is the sole responsibility of the owner/builder. The diagrams shown above illustrate suggested wall construction finishes only.

Retaining Wall Requirements – Adjacent to Streets/Open Space

7.4 Screening

Goals:

Shielding unsightly areas from public views.

Requirements:

Areas that require screening include transformers, lift stations, meters, air conditioning units, and garbage can storage areas

Utility meters must be located on side or rear elevations of the *dwelling*

The meters, if visible from the street, must be screened with shrubs. If it is not feasible to screen the meter with shrubs, it must be painted to match the color of the masonry or the trim paint on the house

All trash, rubbish, refuse containers, and trash cans are prohibited upon any *unit* except in locations where obscured from view of adjoining streets, *dwelling*s, or other property subject to the Declaration from a height of six (6') feet or less

by means of approved trash containers or approved screening

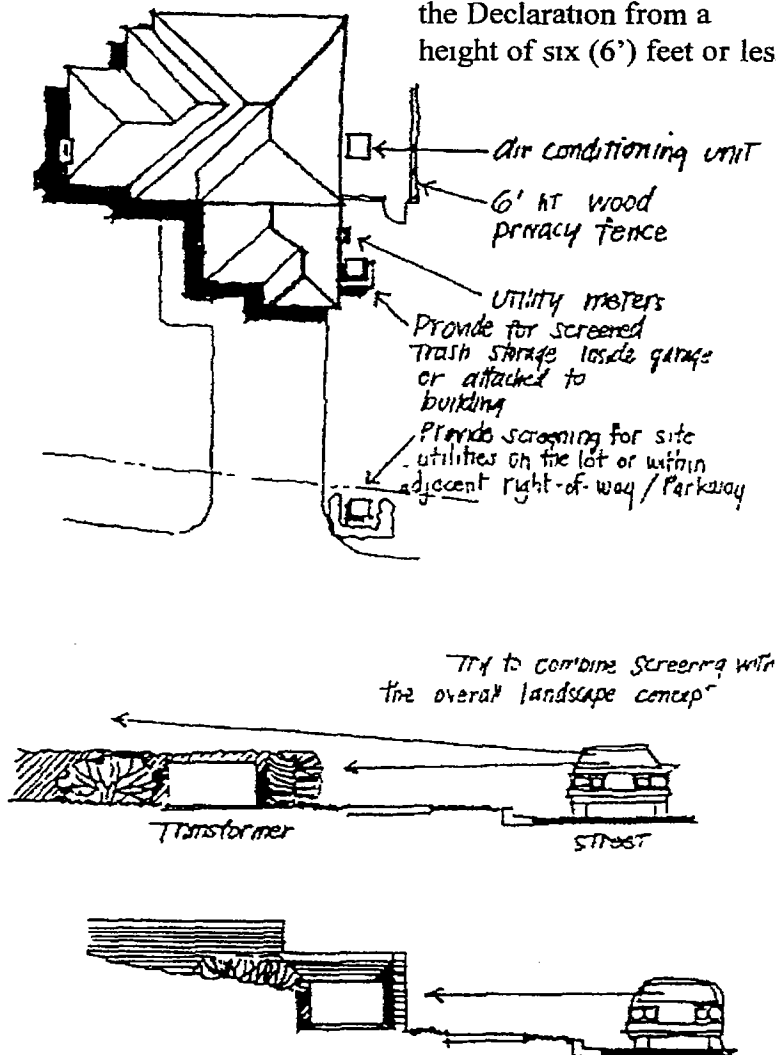
"Screening" shrubs must be installed by *owner/builder* at all existing utility structures within the lot or adjacent right-of-way/parkway (See Sections 8 1).

On steep sloping *units* with masonry edge step-downs, electric services and HVAC piping must not be exposed more than four (4) feet above finished grade. Piping must be run within a wall down to approved height limits.

Owners/builders must screen utility meters and air conditioning units with the use of walls, fencing or plant materials upon completion of the *dwelling* before occupancy

If using plant material as screening, the plants must be large enough upon installation to provide immediate screening (See Landscape Design, Section 8 1)

Note: Boats, RV's, trailers, portable basketball goals, and other similar items must be stored in the garage or stored off-site



Guidelines:

Items requiring screening (see above) should be located on the rear or side yards when possible. These elements should be integrated into the *unit* design

Methods of screening include the use of plant material, architecture (i.e., building placement or using wing walls), free standing walls, fences and earthen beams

When plant material is used for screening, the material should be included in the overall landscape design
Screened areas should be adequately ventilated

7.5 Fences & Freestanding Walls

Fences abutting a street, or which are visible from a street, permanent open space, or greenbelt area must be constructed with the finished side facing the street or open space. These fences may be double-faced. Fences visible from a street must be solid privacy fences.

Fencing which abuts major thoroughfares (as determined by the *Architectural Committee*) must be coordinated with, and approved by the *Architectural Committee* prior to installation.

The *Architectural Committee* may, in its discretion, prohibit the construction of any other proposed fence or require that any other proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

A fence may not be located within a front or side street building setback (variances will be considered on a case-by-case basis).

Approved front or side street facing fencing located outside the building setback line does not require screening.

Fences within a side street setback will be considered as a variance if a landscape plan is submitted and approved indicating the installation of "screening" plant material (See Landscape Design, Section 8.1). All fence and planting improvements within the R.O.W./setback are at owner/builder risk and subject to removal.

Wherever a variance has been granted, an angled corner fence is required in locations where the fence

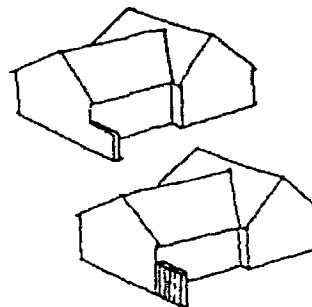
extends beyond the building setback line and "returns" to a rear yard property line (See diagram, Landscape Design, Section 8.1).

The plot plan must show the fence location and indicate the method that the fence will be screened with existing or proposed plant material to soften the visual impact of a fence in close proximity to the street.

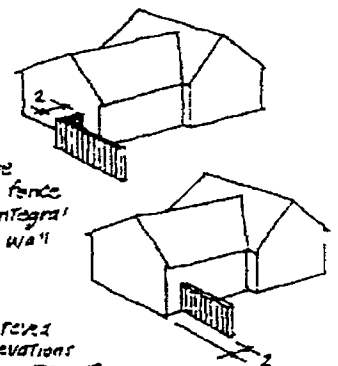
It is the responsibility of the owner/builder to ensure adequate visibility for vehicles looking beyond the fence and landscaping.

A fence or "screening" plant material must enclose all utility boxes and air

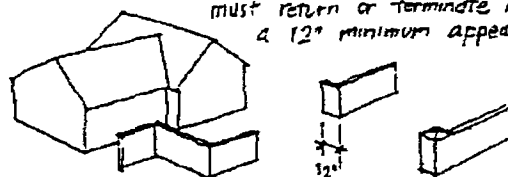
In general, fences and low walls should duplicate building wall materials or be Cedar or redwood.



A 2' minimum offset must be used when a fence is not an integral part of a wall.



Walls that project in a way to reveal their thickness on primary elevations must return or terminate into a 12" minimum appearance.



7.5 Fences & Freestanding Walls

conditioner units. If enclosed by plant material, these should consist of trees, "screening" shrubs and vines as space allows (See Approved Plant List, Section 8.4, for plant description)

A 2 ft minimum offset must be used in locations where a fence or freestanding wall is not an integral part of a *dwelling*. Walls that project in a way to reveal their thickness must return or terminate with a 12" minimum column

Fences and walls approved by variance within front yard setbacks must not exceed a maximum height of three (3) feet and must be approved by the *Architectural Committee*

All other fencing and walls (excluding tennis court fencing) may not exceed six (6) feet in height

All freestanding walls must be approved by the *AC*. Submission of a Modification Application is required in every instance. Each application will be assessed on a case by case basis.

Freestanding walls defining an entry courtyard may be up to 8 ft in height but may not extend past the front or side building setback lines. All other freestanding walls, may not exceed 6 ft in height.

7.6 Site Lighting

Goals:

Site lighting should compliment and reinforce the residential quality of Steiner Ranch.

Requirements:

All *dwelling* entries shall be adequately lit

Lights must be positioned and properly hooded towards the *dwelling* or *unit's* yard so that light does not spill over into a neighbor's property, public areas, or face into street rights-of-way. All security or floodlighting attached to *dwelling*s must be screened or shielded so that the light source is not visible from neighboring *units*.

Tennis court or sport court lighting is not permitted (except for courts in Common Areas)

The color of entry and landscape lighting must be white or off-white. No primary color lenses or bulbs shall be used.

Pole mounted floodlights are prohibited. High intensity lights are prohibited. Front yard residential scale coach or lamp type fixtures are encouraged. The *Architectural Committee* must approve all lighting

Guidelines:

Choice of fixtures should reflect the design theme of the *dwelling* and the overall design character of Steiner Ranch

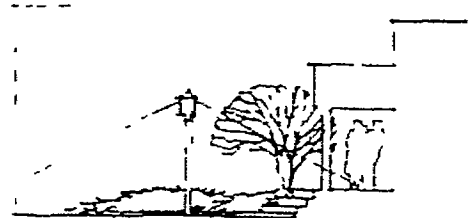
Courtyards and outdoor seating areas should be lighted to promote pedestrian use.

Above-grade junction boxes for walk lights placed in grass areas or adjacent to walkways in shrub or groundcover areas may be used provided the boxes are hidden from view by shrubs or landscape means

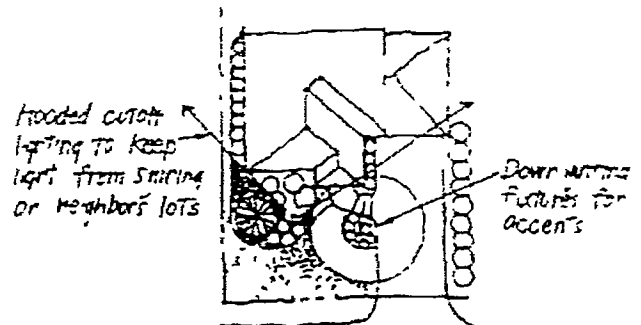
Lighting variety is encouraged to create design interest in conjunction with the character and lighting function



Locate floodlights such that planting scheme can screen them, do not screen by simply planting some shrubs around a light in the middle of the yard



Typical coach fixture downlighting



Hooded cutoff lighting to keep light from shining on neighbors lots

Down lighting fixtures for accents

7.7 Accessory Structures

Goals:

Maintaining a consistent streetscape character.

The use of landscape accessory structures is discouraged for this reason

Requirements:

Examples of landscape accessory structures include storage buildings, rain collectors, playscape structures, gazebo and trellis structures, and trampolines. These structures are not permitted in the front yard of *units*. Views of these structures must be minimized from public streets and adjoining *units*. Treehouses are not permitted

Owners/builders must receive approval before installing any accessory structure on their *unit*

Landscape accessory structures must not be located any closer to a property line than the established building setbacks. In all cases, accessory structures must be a minimum of five feet (5') from the property line

Storage Structures:

Accessory storage structures and above ground rain collector storage structures

may be constructed only with approval. The *Architectural Committee*, prior to installation, must approve design and location of storage structures. Storage structures must be residential type construction with roofing, paint color, and other construction materials and details that match the *dwelling*. The peak of the structure shall be a maximum of eight feet (8') from the ground and the sides a maximum of six feet (6') above finish grade.

Maximum storage structure size is 8' x 10'. Metal and "barn-like" storage structures are prohibited

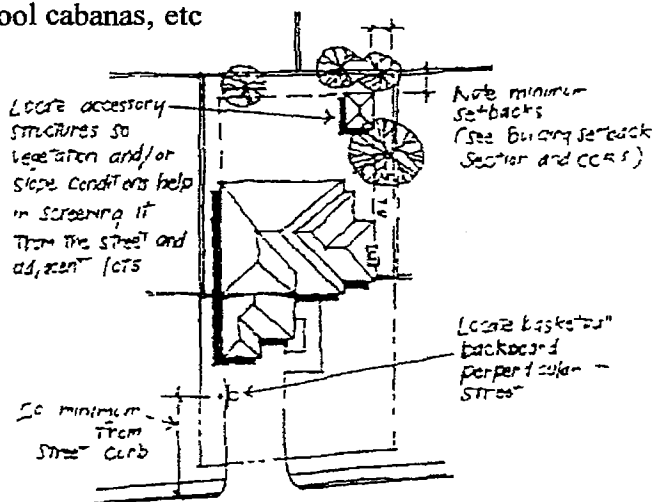
Miscellaneous Structures:

Neither roofed nor trellised accessory structures separate from the main *dwelling* structure may be built within a setback area. Prohibited structures include gazebos, pool cabanas, etc

Non-Portable basketball goals are permitted in the front yard provided they are located a minimum of 20 ft from the street curb. The backboard attachment to the roof or other parts of the home is not permitted. Portable basketball goals are allowed provided they are stored in the residence's driveway no less than 20 feet from the curb

Trampolines, whether portable or non-portable, must be placed no closer than 10' to any property line. Trampolines are not allowed in the front yard

Patio covers and greenhouses must be of a high quality approved material, specifically designed for that use, and approved prior to installation. Although the *Architectural Committee* does not approve



ACCESSORY STRUCTURES

applications for structural soundness, if it is found the materials to be used are insufficient for the project and could become unsightly in the future, the application may be rejected with a request for different materials to be used

All pool and/or spa construction, including equipment, fences and gates, must be in conformance with standards imposed by the local governmental agency and approved by the AC. All pool drains must be constructed in accordance with applicable local government standards and may not drain into or across Common Area, open space areas or adjacent *units* without written *Architectural Committee* approval.

Above ground pools are prohibited.

Guidelines:

When approved for use, accessory structures should be carefully integrated into the *unit* design to minimize their negative visual impacts from the street frontage or adjacent *units* (See sketch previous page)

Patio covers and greenhouses must be of a high quality approved material, specifically

designed for that use, and approved prior to installation

All pool and/or spa construction, including equipment, fences and gates, must be in conformance with standards imposed by the local governmental agency and approved by Reviewer. All pool drains must be constructed in accordance with applicable local government standards and may not drain into or across Common Area, open space areas or adjacent Units without written Architectural Committee approval

Satellite Dishes:

There shall be no requirement to obtain approval from the Architectural Committee with respect to (1) antennas designed to receive direct broadcast satellite service which are one meter or less in diameter, (2) antennas designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement, or (3) antennas designed to receive television broadcast signal. When placing the antenna/satellite dish, please consider the following locations

-  The attic, crawl space, garage, or other interior space of the Dwelling or another approved structure on the Unit so as not to be visible from outside the Dwelling or other structure, or
-  The rear yard of the dwelling (i.e., the area between the plane formed by the rear façade of Dwelling and the rear lot line) and setback from all lot lines at least eight feet (8'), or
-  Attached to or mounted on a deck or patio and extending no higher than the ridge line of that portion of the roof of the Dwelling directly in front of such antenna, or
-  Attached to or mounted on the rear wall of the Dwelling so as to extend no higher than the eaves of the dwelling at a point directly above the position where attached or mounted to the wall.

Please contact the Architectural Committee prior to installation to submit the location and type of satellite dish/antenna to be installed.

7.8 Wood Decks

Goals:

Locating wood decks to be unobtrusive and designed as an integral part of the overall architectural and site design.

Requirements:

All proposed decks on either new or existing *dwelling*s must be submitted for approval. Plan views in relation to the house and lot and elevation views (side and rear) in relation to the *dwelling* and *unit* finished grades are required at submittal.

Wood decks are not permitted in the front yard. All deck materials must be durable.

No deck shall be located closer to any property line than the building setback line, with the exception of rear yard. With prior

approval, a deck may extend over the rear yard setback, but under no circumstances shall a deck be closer than ten feet (10') to the rear property line.

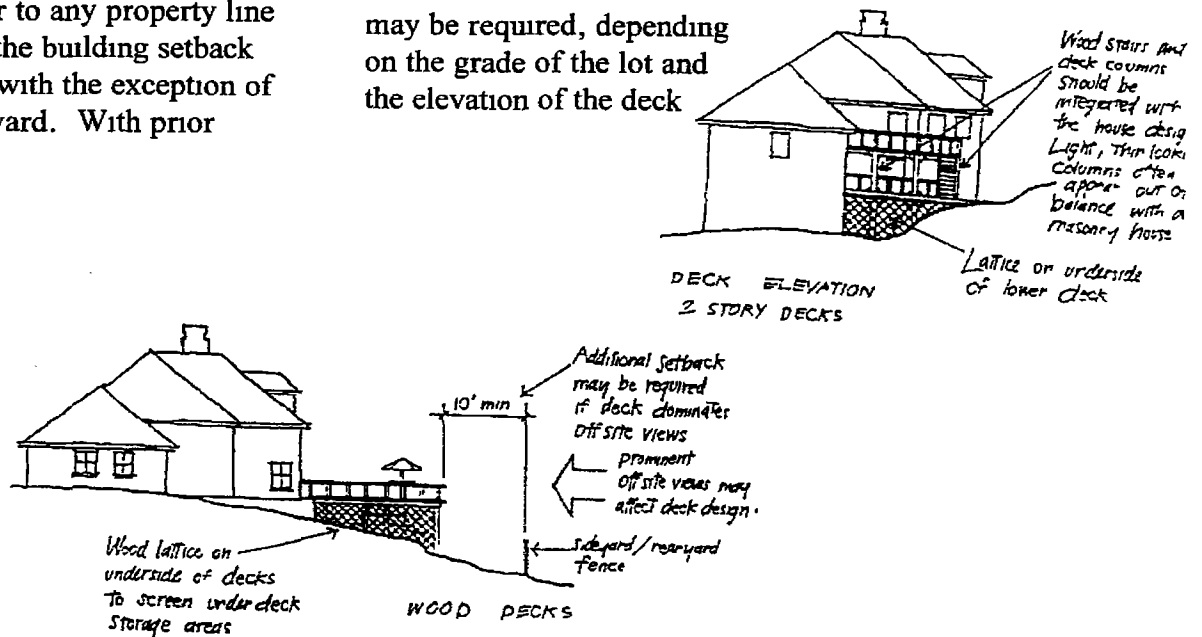
Depending on the grade differential and the degree of public views to the deck location, the *Architectural Committee* may require additional setbacks and height limitations other than those described. Additional modifications may also be required for approval. The elevation of decks must be no higher than the corresponding finish floor of the *dwelling*.

Second story decks will be evaluated on a case by case basis. Additional setbacks may be required, depending on the grade of the lot and the elevation of the deck.

Storage areas located under decks shall be adequately screened. The underside of ground floor decks must be screened using wood lattice or pickets (1" by 2" minimum) if the area below the deck is used for storage or when the height of the deck exceeds four feet (4') above finish grade. Exterior masonry may be eliminated from areas under first floor decks that are screened with approved lattice or pickets.

Guidelines:

The deck color should match or compliment the home color palette. Earth tones are encouraged. Primary paint colors are prohibited.



8. Landscape Guidelines

Introduction:

The final step in completing the neighborhood setting in Steiner Ranch is the finished landscape. Proper site planning should preserve existing trees and large shrubs wherever possible, creating the basis for a landscape design that emphasizes the use of low maintenance, drought tolerant native plants. This "xeriscape" landscape can both enhance the appearance of the home and provide the homeowner with an energy efficient site.

Almost half of the water used during summer months is used in the yard. It is more important than ever to install landscape plant materials that use water efficiently.

Deer are a major landscape menace in the Steiner Ranch area. Few plants are fully deer-proof, but a number of species are unpalatable enough to be left alone as long as other food is available. The approved plant list included in this section is composed primarily of "deer-resistant" species to discourage deer foraging.

Keep in mind that droughts and other environmental conditions that create a serious food shortage may cause deer to lose their

inhibitions and eat even the most "deer-resistant" plants.

Sections:

- 8.1 Landscape Design
- 8.2 Installation and Maintenance
- 8.3 Integrated Pest Management
- 8.4 Approved Plant List

8.1 Landscape Design

Goals:

Combining the best of the natural landscape with appropriate, carefully introduced landscape elements for the benefit of residents.

Xeriscape landscape design principles are emphasized in order to develop native and naturalized plantings, which are drought tolerant and suited to the local growing conditions

Requirements:

Front yards and side yards – to the rear of the *dwelling* or to the face of the installed side yard fence – must be sodded within ten (10) days after occupancy to minimize soil erosion

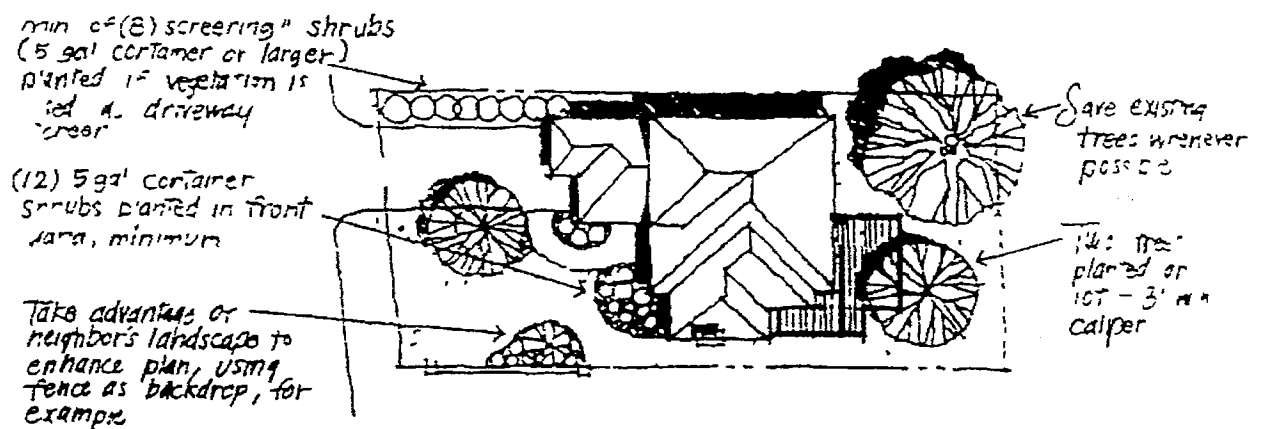
Install and maintain erosion controls as necessary in the rear yard (if unsodded) to prohibit runoff onto adjacent property, until landscape improvements are completed

Erosion control devices and silt fencing must remain in place until all erosion control landscaping is in place

All landscaping must be installed by the *owner/builder* within six (6) months of receipt of a certificate of occupancy from the appropriate governmental jurisdiction or occupancy of the *dwelling*, whichever occurs first

Acceptable turf grasses are listed in the Approved Plant List, Section 8.4. These include Bermuda, *Cynodon* spp., *Bucheloe dactyloides*, and St. Augustine, *Stenotaphrum secundatum*. A minimum of twelve (12) 5-gallon shrubs selected from the Approved Plant List must be installed in the front yard of the *unit* to enhance the appearance of the *unit*. On corner lots an additional six- (6) shrubs are required in the street-facing yard

A minimum of two (2) 3" caliper canopy species trees, selected from the Approved Plant List, are required in front yards. A minimum of



8.1 Landscape Design

two (2) 3" caliper trees are also required in a side yard having street frontage and are also required in rear yards which abut or are directly visible from a street. Existing trees which have a 19-1/2 inch caliper or greater which have been removed or destroyed, must be replaced by three (3), three inch (3") approved canopy trees. Caliper is measured three (3') feet above finish grade.

Credit is provided for these tree requirements for existing 3" caliper or larger canopy trees, which remain in each street yard, providing each, are in healthy condition. Credit is on an inch-for-inch basis. Credit must be approved by the *Architectural Committee* (see Submittal Requirements, Section 3.1).

"Screening" shrubs are defined as shrubs contained in 5-gallon containers minimum, selected from the Approved Plant List, which reach a 5-ft height minimum at maturity.

At the time of installation, "screening" shrubs must be large enough to immediately screen the item, containing dense evergreen or semi-evergreen foliage.

Large Shrubs are defined as shrubs contained in 5-gallon containers which will reach a mature height of 4 ft or larger.

Small shrubs are defined as 1 or 2 gallon container plants, which reach a mature height of less than 4 ft.

To maintain sight line corridors, shrub heights within the street R O W must not exceed thirty (30) inches in height at maturity.

Gravel will not be permitted as ground cover, except in side-yard areas and in conjunction with tree and shrub planting beds. In no case will gravel be permitted in areas where gravel can be viewed from the street.

Imitation or plastic plants, including synthetic turf materials, are prohibited.

Proposed planting plan schemes for *units* visible from the street which do not contain any turf areas must be approved. The use of railroad ties for landscape or decorative use is prohibited.

Use of "Screening" Shrubs

To be considered for approval as a variance, fences within a side street setback must be screened

using "screening" shrubs (See Section 7.5, Fences & FreeStanding Walls). "Screening" shrubs must relate to the street in a coherent pattern, (i.e., arranged in sweeping groups of five (5) or more plants for every twenty (20) feet in length of fencing. Shrubs must be maintained clear of the street sidewalk, street and intersection visibility zone. Shrub spacing shall be 30 inches on center (30" o c) or less to ensure adequate screen cover. In all cases, screening must be complete and without void.

If an *owner/builder* chooses to use plant material as a means to screen utility meters and air conditioning condensers, in lieu of fencing, "screening" shrubs must be used.

If an *owner/builder* chooses to install "screening" shrubs as the method used to meet the driveway screening requirement, screening must be complete and without voids.

Using "screening" plants for the purpose of screening landscape elements as described above are in **addition** to the minimum number of required front yard plants (See previous page).

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8.2 Installation & Maintenance

Sufficient water must be applied to maintain plants in a healthy condition the year round, subject to water restrictions, which may be imposed by WCID#17 or any future water supplier

Turf must be kept mowed and edged the year round in accordance with community-wide standards

Guidelines:

Trees and shrubs should be planted in accordance with normal horticultural practices Suggested planting details are shown on the previous page The City of Austin Environmental Manual is also a source for plant installation recommendations Tree installation is best performed in the fall and winter months to ensure survivability

Containerized trees should be planted between 15 March and 15 October. Balled and burlap wrapped trees can also be installed at this time as well as during the remainder of the year

Periodically check guy wires and stakes on newly planted trees to ensure the tree is well supported Protect the tree trunk from guy wire damage with rubber hoses Remove guy wires and

stakes one to two growing seasons after the tree roots have become established Black plastic edging is discouraged.

Landscape irrigation should occur before 10 a m or after 7 p m and in conjunction with governmental jurisdictional recommendations or guidelines to avoid excessive evaporation

Landscape areas installed with an automatic irrigation system should be scheduled to water, at most, every five (5) days between 10 p m and 5 a m when water demand is lowest

Less water is used if the grass lawn is used as an indicator when grass does not spring back after being walked on, it is time to water

All tree species are susceptible to deer browsing Small caliper tree plantings should not be left unprotected Trees should be caged with mesh wire until the canopy is taller than deer can reach

Immediately paint all wounds, including fresh pruning cuts, on Live Oaks and Red Oaks to minimize the possible spread of oak

wilt disease If possible, pruning should be avoided during the period from 1 February to 1 June A coat of tree-wound paint acts as a barrier, which stops fungal spores carried by insects, from entering the wound Painting old wounds is not beneficial

8.3 Integrated Pest Management

Goals:

The goal of Integrated Pest Management (IPM) on Steiner Ranch is to reduce non-point source pollution and protect the Edwards Aquifer

Many pesticides used in the lawn and garden have been found to be harmful to people, pets and the environment. By using a program of IPM, an ecological approach to pest management in the lawn and garden, the homeowner can minimize the use of harmful chemicals and contribute to a better environmental quality

General:

Information and strategies regarding IPM are constantly being improved and updated. To the greatest extent possible, the most recent information will be included in this Manual. Additional sources include the City of Austin Environmental and Conservation Services Department and Texas Natural Resources Conservation Commission. IPM is an approach to pest control that employs a progression of physical, mechanical, biological, and

chemical tactics to keep pest problems low enough to prevent intolerable damage or annoyance

The use of persistent chemical products should be avoided if at all possible.

This is a primary emphasis of the IPM plan. Regularly scheduled pesticide application is not IPM.

The following guidelines outline a general IPM approach to lawn care.

More specific information on lawn care, common lawn pests and common household pests is included in the appendix. Other IPM concerns beyond the scope of this Manual include the following

- 1) Proper disposal and methods of recycling of nickel/cadmium batteries
- 2) Proper disposal or recycling of motor oil
- 3) Proper vehicle maintenance techniques

Steiner Ranch residents and owner/builders should abide by established City and State guidelines. Additional information is available from the sources listed above.

Guidelines:

Plan the landscape carefully by choosing species of grasses, groundcovers, shrubs, and trees, which are pest-resistant and appropriate for the particular site conditions (see Approved Plant List).

Whenever possible, include species of grasses, groundcovers, shrubs, and trees which also provide forage and/or cover for birds. For example, in the spring, 65% of a robin's diet may consist of insect grubs. Before installing plant material, have the soil tested and add suggested amendments for the most vigorous plant growth. Increase organic content by adding compost to soil.

Maintain plant health by providing adequate moisture through irrigation and mulching. Keep dead material pruned away and fertilize when recommended.

Make use of preparations from your local nursery, which introduce disease into the pest insect population. Once such product is Bacillus Thuringiensis, which is a fungus that controls webworms.

8.3 Integrated Pest Management

If pests become a problem, take the following steps:

Physical Control: Change the habitat of pests by adding mulch or by moving/adding plants (some plants are naturally pest repellent) Capture pests by hand or in traps and remove from the site

Biological Control:

Encourage pests' natural predators and parasites Avoid using chemical insecticides, which could destroy the "good" insects, such as ladybugs, spiders, and braconid wasps, along with the "bad" These beneficial insects can also be purchased from local nurseries

The Last Resort: If these controls are not effective, some pesticides can be used relatively safely in the lawn and garden Rotenone, for example, is a product of biological origin that controls many types of insects Dormant oil is another such product that controls pests on fruit trees

There are also some synthetic organic insecticides, which have a low toxicity level, such as Malathion, which controls many common pests However, for most effectiveness and safest usage, consult with your local nursery expert

Pesticides Prohibited under the Steiner Ranch Conservation Easement – Balcones Canyonlands Preserve

-  Atrazine/Gesprim 50
-  Azinphos-methyl
-  Bendiocarb/Ficam
-  Carbaryl/Sevin
-  Chlorinated hydrocarbon pesticides
-  Chlorpyrifos/Dursban
-  Lindane
-  Malathion/Cythion
-  Methyl parathion
-  Pentachlorophenol/Permite
-  Propoxur/Baygon

** This list is effective as of 10/1/00, and is in effect until such time as it is updated

8.4 Approved Plant List

Signage Guidelines The following list of plants is composed of selected native and adaptive plant material suitable for the plant habitat found on Steiner Ranch. This Approved Plant List is made up of recommended plants for installation on the property. This is not an all-exclusive plant list, but rather a list of appropriate plant materials, which are readily available in the local nursery market.

As regional and xeriscape gardening techniques become more mainstream, thereby increasing demand, additional plant species will become available in the marketplace. Therefore, this list of recommended plants will be amended from time to time.

It should be emphasized that plants suitable for one locale of Steiner Ranch may not be so for all areas. For example, plants installed on a west facing upland slope are not necessarily suitable for a protected valley setting containing a heavy tree cover.

Due to the sometimes-harsh planting conditions, knowledge in plant identification and growth characteristics is strongly recommended for planting design.

Oak wilt is a problem for live oaks and red oaks, including Spanish Oak and Blackjack Oak, throughout Central Texas. Oak wilt is a fungal disease that clogs the water conducting vessels of infected trees, causing the tree to wilt and die.

There is no known cure. At this time, the disease has not become established on the property. These species are not approved for installation on the property. Other Oak species, noted on the approved list below, are not susceptible to this disease and are acceptable.

For oak wilt information, contact the Texas Forest Service – Oak Wilt Project (451-2178), Travis County Extension service (473-9600) and the City of Austin Oak Wilt Suppression Project (476-6487).

Canopy Trees

<u>Scientific Name</u>	<u>Common Name</u>	<u>Comments</u>
<i>Acer grandidentatum</i>	Bigtooth Maple	fall color
<i>Carya illinoensis</i>	Pecan	tree litter
<i>Fraxinus texensis</i>	Texas Ash	
<i>Juglans microcarpa</i>	Texas Black Walnut	
<i>Pistacia chinensis</i>	Chinese Pistache	fall color
<i>Pistacia texensis</i>	Texas Pistache	
<i>Platanus occidentalis glabrata</i>	Sycamore	moist areas
<i>Populus deltoides</i> "Cottonless"	Cottonwood	
<i>Quercus muhlenbergii</i>	Burr Oak	
<i>Quercus glaucoides</i>	Lacey Oak	

8.4 Approved Plant List

Quercus pungens 'Vaseyana'	Chinquapin Oak	
Quercus shumardii	Shumard Oak	fall color
Quercus sinuata	Shin Oak	drought tolerant
Sapindus drummondii	Western Soapberry	drought tolerant
Taxodium distichum	Bald Cypress	moist
Ulmus americana	American Elm	
Ulmus crassifolia	Cedar Elm	drought tolerant
Ulmus parvifolia	Chinese Elm	
Ulmus parvifolia 'Drake'	Drake Elm	fast growing

Ornamental Trees

<u>Scientific Name</u>	<u>Common Name</u>	<u>Comments</u>
Acacia wrightii	Wright Acacia	full sun
Aesculus arguta	Texas Buckeye	DR
Aesculus pavia	Red Buckeye	
Bumelia lanuginosa	Wooly-Bucket Bumelia	sun/drought
Cercis canadensis alba	Whitebud	
Cercis canadensis texana	Texas Redbud	sun/drought
Chilopsis linearis	Desert Willow	DR
Cornus drummondii	Rough Leaf Dogwood	shade/DR
Crataegus reverchonii	Reverchon Hawthorn	
Crataegus tracyi	Mountain Hawthorn	fall color
Diospyros texana	Texas Persimmon	sun/drought/DR
Ilex decidua	Possumhaw Holly	sun/shade
Ilex vomitoria	Yaupon Holly	sun/drought
Juniperus ashei	Cedar	sun/drought
Koeleruteria paniculata	Goldenrain Tree	susceptible to freeze
Lagerstroemia indica	Crape Myrtle	sun/summer color
Parkinsonia aculeata	Jerusalem Thorn	sun
Pinus eldarica	Afgan Pine	
Prunus mexicana	Mexican Plum	
Prunus americana	American Plum	
Prunus caroliniana	Carolina Laurel Cherry	moist soils, subject to Chorusis
Prunus serotina 'eximia'	Escarpment Black Cherry	
Pyrus calleryana 'Bradford'	Bradford Pear	white flower, formal
Rhamnus caroliniana	Carolina Buckthorn	moist soils
Rhus lanceolata	Prairie Flameleaf Sumac	sun/drought/DR
Rhus glabra	Smooth Sumac	sun/drought/DR
Sophora secundiflora	Texas Mountain Laurel	sun/drought/DR
Ungnadia speciosa	Mexican Buckeye	sun/DR
Vitex agnus-castus	Lilac Chaste Tree	sun

8.4 Approved Plant List

Shrubs

<u>Scientific Name</u>	<u>Common Name</u>	<u>Comments</u>
Abelia grandiflora	Glossy Abelia	
Agave americana	Agave/Century Plant	full sun/drought
Anisacanthus wrightii	Flame Acanthus	tolerant
Callicarpa americana	French Mulberry	sun/DR
Cephalanthus occidentalis	Button Bush	sun/shade/moist
Cotoneaster horizontalis	Cotoneaster	moist areas
Dasyliirion texanum	Texas Sotol	sun
Escallonia	Escallonia spp	sun/DR
Eupatorium havanense	Shrubby Boneset	sun
Eysenhardtia texana	Texas Kidneywood	moist
Forestiera pubescens	Texas Elbow Bush	sun/drought
Fouquieria splendens	Ocotillo	
Garrya ovata	Silk Tassel	sun
Hesperaloe parviflora	Red Yucca	
Ilex vomitoria	Yaupon Holly	sun/DR
Ilex vomitoria 'Nana'	Dwarf Yaupon	sun/shade
Lantana horrida	Texas Lantana	DR
Leucophyllum frutescens	Texas Sage	sun/DR
Lindera benzoin	Spice-bush	sun/drought/DR
Mahonia trifoliolata	Agarita	shade/moist
Mahonia swaseyi	Texas Mahonia	sun/drought/DR
Myrica cerifera	Wax Myrtle	shade
Pistacia texana	Texas Pistache	sun/shade
Prunus rivularis	Creek Plum	
Prunus reverchonii	Reverchon Hog Plum	moist
Rhus aromatica	Fragrant Sumac	sun
Rhus virens	Evergreen Sumac	DR
Rosmarinus officinalis	Rosemary	drought/DR
Sabal texana	Texas Sabal Palm	drought/DR
Sophora affinis	Eve's Necklace	DR
Symphoricarpos	Coralberry	sun/shade
Orbiculatus	Rusty Blackhaw	
Viburnum rufidulum	Viburnum	sun/drought
Yucca pallida	Pale Leaf Yucca	DR

8.4 Approved Plant List

Groundcovers

<u>Scientific Name</u>	<u>Common Name</u>	<u>Comments</u>
<i>Achillea millefolium</i>	Yarrow	full sun/shade/DR
<i>Adiantum capillus-veneris</i>	Maidenhair Fern	moist areas/shade
<i>Ajuga reptans</i>	Ajuga	shade/DR
<i>Aquilegia canadensis</i>	Columbine	shade
<i>Cyrtomium falcatum</i>	Holly Fern	shade/moist/DR
<i>Dryopteris</i> spp	Wood Fern	shade/moist/DR
<i>Hedera helix</i>	English Ivy	shade
<i>Juniperus conferta</i> 'Blue Pacific'	Shore Juniper	sun/DR
<i>Liriope muscari</i>	Liriope	sun/shade
<i>Lonicera sempervirens</i>	Coral Honeysuckle	sun/shade
<i>Mahonia repens</i>	Creeing Mahonia	shade
<i>Nolina texana</i>	Beargrass	sun/DR
<i>Ophiopogon japonicus</i>	Monkey Grass	shade/DR
<i>Pavonia lasiopetala</i>	Pavonia	sun
<i>Phlox drummondii</i>	Drummond's phlox	sun
<i>Phlox subulata</i>	Thrift	sun
<i>Poliomenantha longiflora</i>	Mexican Oregano	sun/DR
<i>Rosmarinus officinalis</i> 'prostratus'	Trailing Rosemary	sun/DR
<i>Salvia farinacea</i>	Mealy Sage	sun/DR
<i>Salvia greggii</i>	Cherry Sage	sun/DR
<i>Salvia romeriana</i>	Cedar Sage	sun/DR
<i>Santolina chamaecyparissus</i>	Gray Santolina	sun/drought
<i>Santolina virens</i>	Green Santolina	sun/drought tolerant
<i>Tradescantia</i> spp	Spiderwort	shade
<i>Verbena bipinnatifida</i>	Prairie Verbena	sun/DR
<i>Verbena elegans</i> 'asperata'	Hardy Verbena	sun/DR
<i>Vinca major</i>	Bigleaf Periwinkle	dry shade
<i>Yucca rupicola</i>	Twisted-leaf Yucca	sun/drought/DR

8.4 Approved Plant List

Grasses

<u>Scientific Name.</u>	<u>Common Name.</u>	<u>Comments.</u>
Andropogon gerardii	Big Bluestem	tall seed heads
Andropogon scoparius	Little Bluestem	
Bouteloua curtipendula	Sideoats Gramma	
Bouteloua gracilis	Blue Gramma	drought tolerant
Buchloe dactyloides	Buffalo Grass	
Cynodon spp	Bermuda Grass	drought tolerant
Festuca glauca	Blue Fescue	
Festuca Spp 'Arid'	Tall Fescue	ornamental
Hilaria belangeria	Common Curly mesquite	drought
Leptochloa dubia	Green Sprangletop	shade/drought
Miscanthus sinensis 'zebrinus'	Zebra Grass	
Muhlenbergia lindheimeri	Big Muhly	
Panicum virgatum	Switchgrass	clump
Sorghastrum nutans	Indiangrass	
Stenotaphrum secundatum	St Augustine Grass	
Tripsacum dactyloides	Eastern Gamagrass	moist
Zoysia spp	Zoysia Grass	

Vines

<u>Scientific Name.</u>	<u>Common Name.</u>	<u>Comments.</u>
Bignonia capreolata	Crossvine	evergreen
Campsis radicans	Trumpet Creeper	aggressive
Clematis pitcheri	Leather Flower	delicate
Gelsemium sempervirens	Carolina Yellow Jasmine	
Ipomoea Quamoclit	Cypress Vine	annual
Lonicera sepmervirens	Coral Honeysuckle	
Mauranda antirrhinniflora	Snapdragon Vine	delicate
Parthenocissus quinquefolia	Virginia Creeper	shade

Annuals

<u>Winter/Spring.</u>	<u>Spring/Summer.</u>	<u>Summer/Fall.</u>
Calendula	Geranium	Acalypha
Daffodil (bulb)	Marigold	Ageratum
Hyacinth (bulb)	Periwinkle	Alyssum
Ornamental Kale	Petunia	Amaranthus
Pansy		Begonia
Poppy		Caldium

8.4 Approved Plant List

Winter/Spring

Primula
Snapdragon
Tulip (bulb)
Ornamental Pepper
Dianthus

Spring/Summer

Summer/Fall

Chrysanthemum
Coleus
Impatiens
Marigold
Periwinkle
Phlox
Portulaca
Purslane

Legend For Approved Plant List:

Full sun/sun	sun-loving plant
Shade . . .	shade-loving plant
Moist	moist loving plant
Drought/drought tolerant .	plants generally able to survive on less supplemental water and better able to withstand droughts
Fall color .	fall leaf color
DR .	deer resistant plants unpalatable enough to be left alone as long as other food is available
Ornamental . . .	showy plant

NOTE: The following plants/shrubs/trees are prohibited:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Reason prohibited</u>
Photonia glabra	Red Tip Photinia	Intolerant of deer, especially in immature plants
Nerium Oleander	Oleander	Extremely poisonous to wildlife and domestic animals
Melia azedarach	Chinaberry	Non-native invasive plant which will choke out native plants necessary for native wildlife and endangered species
Nandina Domesitca	Nandina	See reason for Chinaberry
Ligustrum japonicum	Ligustrum	See reason for Chinaberry
Lonicera japonica	Japanese Honeysuckle	See reason for Chinaberry
Ailanthus altissima	Tree of Heaven	See reason for Chinaberry

9. Signage Guidelines

Goals:

Providing clear signage information in an unobtrusive manner while reinforcing the overall Steiner Ranch theme.

Maintaining consistency in the signage system reinforces the collective image of Steiner Ranch as a quality residential community and provides the means for individual identification of each *builder* and neighborhood. Controlling the location and type of signage within Steiner Ranch maintains aesthetic standards that should benefit all Steiner Ranch residents.

Requirements:

No sign may be displayed within the property without the prior written approval of the *Architectural Committee*. However, the *Declarant/Developer* has the right to install marketing signage at their discretion within the community, which, in their opinion, may enhance the image and marketability of property within Steiner Ranch.

Signage requirements may differ from neighborhood to neighborhood. Refer to Supplemental Declarations for specific signage requirements.

The *Architectural Committee* must approve, in writing, all signage prior to installation. Informational and directional signage is allowed for convenient and efficient operation of Steiner Ranch.

Builder information/directional sign systems must conform to and reinforce the Steiner Ranch signage program. The colors, materials, and shape of signage must employ design elements and colors that are consistent with the Steiner Ranch image. The *Architectural Committee* must approve this signage in writing.

Displaying several *builder* companies on each sign face is strongly encouraged to reduce the total number of signs on the property.

Builder Signage Systems
Prior to the Developer implementing a master

signage program for Steiner Ranch, any "For Sale" or directional signs must be located only on the specific *unit* or property for sale. "For Sale" signs are limited to a maximum size of 2' by 3' at a height not exceeding 4' above the ground. Not more than one "For Sale" sign may be placed on a *unit* at any one time.

Realtor signs are allowed only on the *unit* for sale, the sign cannot exceed 2' by 3' at a height not exceeding 4' above the ground. **"Bandit" signs are not permitted within the property or along the frontage of Ranch Road 620.**

Signage:

Section *builders* are responsible for design and construction of section signage as approved by the Architectural Control Committee.

Temporary Signs:

Temporary signs are allowed for a period not to exceed 24 hours announcing "Open House", "Garage Sale", "Birthday", "Anniversary", "New

9. Signage Guidelines

Baby" or other similar occasions. These signs must conform to the criterion shown above, and must be promptly removed. No other signage of any type will be permitted at any time within Steiner Ranch. The approved announcement notices should also be posted on the bulletin board at the mailbox area. Attachment of notices to street signs, light poles, or any unauthorized locations within Steiner Ranch is prohibited.

All signs must be maintained in a neat and orderly fashion. Correction of any deficiencies must be made immediately and by the entity responsible for the maintenance of said sign.

Locate signs at the entrance to each subdivision section. Signs are to remain outside the R O W corners radius.

Signage Criteria:

Color: Earthtones and "Steiner Ranch" red or blue may be used, but fluorescent or neon colors are not permitted.

Material: Wood and aluminum, non-glare, non-reflective. No hand painted or spray painted signs may be used.

Temporary *builder* signs are not permitted. A system of modular construction is encouraged to adjust to display only current *builder* information.

Typeface: Compatible with existing Steiner Ranch information signage.

Builders' model home marketing signage will be controlled by the Developer under the scope of marketing signage in the best interest of marketing property within Steiner Ranch.

Each *builder* may also erect a maximum of one 3' by 4' sign identifying their construction office and one 2' by 3' directional sign leading to the construction office. Such signs, including their

designs and locations, must be approved prior to installation.

Prohibited Signs:

No sign or billboard is permitted to be displayed on any portion of Steiner Ranch except as required by law, City of Austin, and Travis County ordinance and these Regulations in connection with the sale, lease or exchange of such property.

Other Prohibited Signs:

-  Signs, which obstruct the clear view of pedestrian or vehicular traffic, or interfere with efficient operations of vehicles.
-  Off-premise signs (signs not located on the *unit*), including signs or graphics applied to parked vehicles for nearby vendor identification.
-  Signs or graphics painted directly on exterior of buildings.
-  Landscaping that becomes a message or a sign.
-  Graphics painted on or adhered to trash bins or their enclosures.

10. Appendix

-  "Fine/Fee list" ♦ Sidewalk
-  "Master Plan Submittal Application Form" ♦ Curb ramp, type 1 & 2
-  "Master Plan Submittal Exterior Masonry Calculations" ♦ Driveway
-  "Plot Plan Submittal Application Form"
-  "Masonry Guidelines/ Color Selection Form"
-  "Architectural Modification Application/Approval Form"
-  "Pool Addendum"
-  "Deck Addendum"
-  "Greenbelt Addendum"
-  "Construction Inspection Report – New Construction"
-  "Construction Inspection Report – Modifications"
-  Reference article – "Controlling Common Household Pests Safely"
-  Selected City of Austin Construction Standards

Fine/Fee List

Note: All fines/fees apply to new construction and modifications, unless otherwise noted.

Fines will be due within ten (10) days of the notification. Fees will be due as specified when notified.

Construction deposit per house	\$500 *
Beginning Construction without Approval	\$500
Pouring foundation w/o approved form survey	\$150
Variance request for encroachments w/o notice.	\$100 **
Inspection not scheduled	\$250
Re-inspections (per each inspection)	\$50
Deposit for Architectural Modifications	\$500
Deposit for accessing greenbelt	\$500
Disturbance of greenbelt w/ no deposit held (also liable for damages +50%)	\$500
AC Violations (initial fine)	\$250
AC Violations (per week until situation is rectified)	\$50
Failing to meet completion date on modifications (per week)	\$50

In the event, the "Declarant" is required to repair, clean up or provide necessary service to bring the improvement into compliance, the owner/builder will be assessed the cost of repair, clean up, or service plus an additional 50% for time and service expended. This will include, but is not limited to repair of common area landscaping, providing a dumpster or chemical portable toilet, adding inlet protections or silt fencing.

* Construction deposit will be required to be posted when application is made for the plot plan approval. Construction may not begin before this deposit is received. The deposit will be returned when the house passes final inspection and all associated fines have been paid.

** Variance requests for encroachments into setbacks should be made to the AC to allow for processing time. If request is made less than seven days before the house is to close, a fine will be instituted as stated above.





STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
MASTER PLAN SUBMITTAL APPLICATION FORM

Date Submitted _____
Phase(s) _____ Section #(s) _____ Section Name(s) _____
Builder/Applicant Name _____
Builder/Applicant Address _____
Builder/Applicant Phone No _____

REQUEST FOR APPROVAL OF

- ☐ **MASTER PLAN(S)** (2 copies must be submitted)
Plan Series Name (if applicable) _____
☐ **PRODUCT SPECIFICATIONS/DESCRIPTION OF MATERIALS SUBMITTED**
☐ **OPTIONS – PLAN SPECIFIC** (must include square footage for each option)

<u>PLAN NO</u>	<u>PLAN NAME</u>	<u>ELEVATIONS</u>	<u>B/B/L/D/S</u>	<u>MASONRY %</u>	<u>SO FT LIVING</u>	<u>BASE PRICE</u>	<u>OPTIONS</u>
1)	_____	_____	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____	_____	_____
5)	_____	_____	_____	_____	_____	_____	_____
6)	_____	_____	_____	_____	_____	_____	_____

I _____ (Applicant), certify to the best of my knowledge that the above answers are correct and truthful and understand that the above are not all inclusive conditions and restrictions concerning the Steiner Ranch community

Applicant Signature _____

Note Plans and specifications submitted for review are **not** being reviewed for structural integrity, compliance with zoning and building ordinances or any other applicable statutes, ordinances or governmental rules or regulations, compliance with the requirements of any public utility, easement or other agreements, or preservation of any view

FOR OFFICE USE ONLY

DEED RESTRICTIONS

	<u>YES</u>	<u>NO</u>
Single Family?	☐	☐
Minimum/Maximum Square Footage Requirement?	☐	☐
Garage?	☐	☐
Masonry Requirements		
Minimum Percentage (%) of Total Exterior Masonry Area Required ____%	☐	☐
Roofing - Non-reflective?	☐	☐
Insurance certificate received?	☐	☐
Construction Deposit received?	☐	☐

Application is ☐ Approved ☐ Not Approved Date _____

Comments _____

COMMITTEE

Robert Long
AC Chairman

Denise Jimenez
AC Representative

Trish Lee
AC Coordinator



**STEINER RANCH MASTER ASSOCIATION
ARCHITECTURAL COMMITTEE
MASTER PLAN SUBMITTAL - EXTERIOR MASONRY CALCULATIONS**

Date Submitted _____

Builder/Applicant _____

MASONRY CALCULATIONS:

		Plan No: (Note For all Plan Descriptions, Refer to Pg 1)									
	Calculation Item	1	2	3	4	5	6	7	8	9	10
A	Total Exterior Wall Surface (SF)										
B	Deduct Gables, Windows, Door Openings (SF)										
C	Total Net Exterior Wall Surface (SF)										
D	Total Exterior Masonry Area (SF)										
E	*Total Exterior Masonry Percentage (%) (Total Ext. Masonry/Total Net Ext. Wall Surface)										

Note: Item E (Total Exterior Masonry Percentage) Must Meet Minimum Masonry Requirements As Outlined In The Applicable Covenants, Conditions and Restrictions (CC & R's) for Steiner Ranch



STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
SUBMITTAL APPLICATION FORM
PLOT PLAN, MASONRY SELECTION, OR CUSTOM HOME

Property Address _____ Date Submitted _____
Subdivision Name _____ Phase _____ Section _____ Block _____ Lot _____
Plan Series _____ Plan Number _____ Elevation Number _____
Owner Name or Spec? _____ Builder/Applicant _____
Phone No _____ Phone No _____

REQUEST FOR APPROVAL OF

☐ Plot Plan (Complete) ☐ Plot Plan Only ☐ Masonry Select/Hold ☐ Masonry Re-Select

PROJECTED START OF CONSTRUCTION _____

ATTACHED OR REFERRED TO WITH THIS SUBMITTAL ARE

- ☐ 1 Plot Plan for subject lot
- ☐ Elevation showing masonry accents (if applicable)
- ☐ 2 Sets of Blueline Prints - Working Drawings (if revised for subject lot)
- ☐ 2 Sets of Specifications/Description of Materials (if revised for subject lot)

APPLICANT TO COMPLETE THE FOLLOWING, INDICATING THAT THE FOLLOWING MINIMUM DEED COVENANTS HAVE BEEN MET:

DEED RESTRICTIONS

ACTUAL CONDITION

YES **NO**

Single Family?		☐	☐
Dwelling Size/Living Area (To outside face of framing)	_____ sq ft		
Additional Approved Options added	_____ sq ft	☐	☐
Floor Plan/Elevation dissimilar to adjacent properties?		☐	☐
Garage ☐ Attached ☐ Detached ☐ Side Entry	Number of Cars _____ Orientation RF ☐ LF ☐		
Masonry Requirements			
Color/Manufacturer	_____		
Mortar Color	_____		
Percent (%) of Total Exterior Masonry Area	_____ %		
Paint Siding Color _____ Trim Color _____			
Roofing - Non-reflective? _____ Color _____		☐	☐
Sidewalks per subdivision plat? ☐ Required Front ☐ Required Side		☐	☐
Landscaping			
Corner lots - 2 trees, 3 inches or more in diameter in each street-facing yard?		☐	☐
Interior lots - 2 trees, 3 inches or more in diameter in front yard?		☐	☐
Front & Side yards - fully sodded to fence or to rear of house?		☐	☐
Fence 6' Tall, Wooden, Vertical slat with no gaps between slats? (or per guidelines)		☐	☐

I _____ (Applicant), certify to the best of my knowledge that the above answers are correct and truthful and understand that the above are not all inclusive conditions and restrictions concerning the Steiner Ranch community
Applicant Signature _____

Note Plans and specifications submitted for review are not being reviewed for structural integrity, compliance with zoning and building ordinances or any other applicable statutes, ordinances or governmental rules or regulations, compliance with the requirements of any public utility, easement or other agreements, or preservation of any view.

For Office Use Only		
AC Deposit received _____	Application is	☐ Approved ☐ Not Approved
Date _____		
Comments _____		
Committee		
Robert Long AC Chairman	Denise Jimenez AC Representative	Trish Lee AC Coordinator



STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
Masonry Guidelines / Color Selection Form

Please mark each brick color with the corresponding house number from the eight-house block diagram. The subject house is always no 1. This form corresponds with the numbering for masonry selections on the Plot Plan Submittal form.

Address: _____

Builder/Applicant: _____

Date: _____

Phase: _____ Section: _____ Block: _____ Lot: _____

Pink/Light Red

Acme
___ 1776
___ Abbey Road
___ Arkansas Rose
___ Brookhaven
___ Camino Real
___ Cedar Bayou
___ Colonial Frost
___ Colonial Slate
___ Coral
___ Coushatta
___ Embassy
___ Formby
___ Glen Eagle
___ Lexington (orange)
___ MP500
___ MP1000
___ MP1200
___ New York Town
___ Parkmore
___ Old Colonial
___ Old St Louis - BEP
___ Old World
___ Olde Jamestown
___ Red Wood
___ Rosewood
___ Santa Rosa
___ Special Blend
___ St Louis - DXP
___ Twilight Pink
___ Fredricksburg
___ Old Missouri
U.S. Bricks
___ Alpine
___ Bandera
___ Bandera II
___ Bridgeport Antique
___ Coventry Colleyville
___ French Quarter (mixed)
___ Marshall Blend
___ Palo Duro
___ Old Orleans
___ Oakmont
___ Ross Blend
___ Stratford
___ Wellsley
Texas Premier Brick
___ Southwest Ant
___ Alpine Blend

Med /Dark Red

Acme
___ 060-96
___ Antique Plum
___ Bayou Blend
___ Brazos Bend
___ Burgandy
___ Centennial
___ Charleston
___ Chateau
___ Cherry Hill
___ Colonial Virginia
___ Country Colonial
___ Maissou Rouge
___ Maplewood
___ Plaza Heights
___ Quorum
___ Red Wine(T96-005)
___ Regency
___ Rockford
___ Royal Palo Pinto
___ Smokey Mountain
___ Town Hall
___ Texas Used
U.S. Bricks
___ Belmont
___ Emberwood
___ Fireside
___ Heritage
___ Hudson Valley
___ Lancaster
___ Plantation Rose
___ Red River
___ Remington
___ San Saba
Texas Premier Brick
___ Athens Cajun French
___ Snyder Lexington KS

Dark Brown

Acme
___ Cobblestone
___ Old Mission
___ Stonecreek
___ Tavern
___ Texas D
U.S. Bricks
___ Canterbury
Tan/Taupe
Acme
___ Aspen
___ Breckenridge
___ Cheyenne
___ Country French
___ French Bayou
___ Graystone (GM)
___ Indian Sunset
___ Millridge (GM)
___ Monte Carlo (GM)
___ Monticello
___ Old St Louis - GAP
___ Real Old Chicago
___ River City (GM)
___ River Rock - buff
___ Southwestern
___ Summer Shadow
___ Silverthorn
___ Westport (GM)
U.S. Brick
___ Domenica
___ Old French
___ Prestige HT
___ Timberline
___ Village Park
Stucco Colors
___ Beige Fawn
___ Squirrel
___ Colony White
Texas Premier Brick
___ Claymex Cumberland
___ Athens Old Smokey

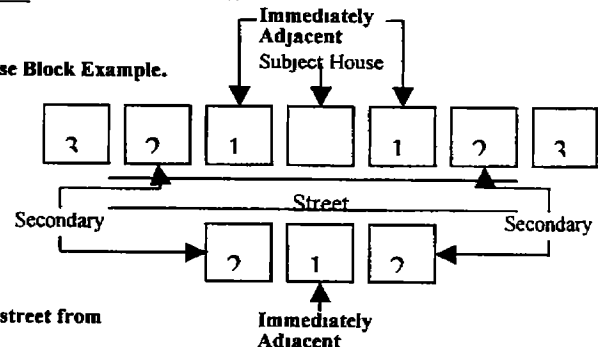
Gray

Acme
___ Argyle
___ Gray Mist (It)
___ Hidalgo (GM)
___ Highland Grey (dk)
___ Old River (dk w/red)
___ Silver Maple
U.S. Bricks
___ Durango
___ Grey Cove
___ Mountain Ash (dk)
___ Plymouth Gray
___ River Rock original
w/grey mortar
___ Snow Mist
Stucco Colors
___ Plymouth Gray
Light Brown
Acme
___ Chapel Hill
___ Colonial Brown
___ Glenwood
___ Newcastle
___ Old Chicago
___ Sandpiper
___ Shoshone
___ Sierra
___ Stonecreek
U.S. Bricks
___ Georgetown
___ Hill Country
___ Jamestown
___ Nevada
___ Victorian
___ Brown Oak
Stone/Limestone
___ Brown Blend
Stucco Colors
___ Beachwood
Texas Premier Brick
___ Claymex Adobe KS
___ Athens Old Chiladdo

White/Off-White
Stone/Limestone

___ White Limestone
___ Lueter Limestone
___ Texas Mix
Bricks
Acme
___ China Pearl
___ Glacier White
___ Graystone(WM)
___ Hidalgo (WM)
___ Monte Carlo(WM)
___ Millridge(WM)
___ River City (WM)
___ Oyster White
___ Rio Blanco
___ Westport (WM)
U.S. Brick
___ Alabaster
___ Durango
___ Frosty Champagne
___ Hidalgo
___ Hillstone BF
___ Off White HT
___ Presidio
___ River Rock - white
___ River Rock original
w/white mortar
___ Western Sage
___ White HT
___ White Splitface
Texas Premier Brick
___ Athens Silverado KS
Stucco Colors
___ Almond
___ Aspen White
___ MPCWhite
___ SnowMist
___ WilsonWhite

Eight House Block Example.



Guidelines

Note All masonry selections are subject to final approval and the discretion of the Architectural Committee (D = Discontinued (dk) = Dark)

- 1 Brick colors that are planned for homes immediately adjacent to or directly across the street from one another cannot be chosen from the same color groups on the selection sheet
 - 2 For homes that are within the 8 house block (two on either side of subject, plus three across the street) but not immediately adjacent or directly across the street, brick colors may be chosen from same color groups, but the colors chosen should be as dissimilar as possible.
 - 3 Under no circumstances can brick be chosen from the same color group more than twice within an eight house block
 - 4 Similarly colored Limestone may occur only twice in a four-house block, in any configuration (8 possibilities-see chart above)
- *** Please call Trish Lee, AC Submittal Coordinator, if you have any questions about masonry criteria or selection 266-3865



STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
ARCHITECTURAL MODIFICATION APPLICATION FORM

Applicant Name: _____ Date Submitted: _____

Property Address: _____

Applicant Contact Phone Numbers: _____

Contractor Name (if applicable): _____

Contractor Address & Phone Number (if applicable): _____

Please list the modifications to the dwelling and/or addition of accessory structure(s) for which you are requesting approval:

The following items must accompany this request:

- sketch showing plan and elevation views of proposed improvements The sketch should provide a description of materials to be used Color samples may be requested
- site plan (based on the survey you received at closing) **indicating location of proposed improvements and dimensions to adjacent property lines.**
- Any addendum specific to the modification i.e. pools

The AC may request that you provide additional information before acting upon your request The application is not complete until all information requested has been received All modifications must comply with applicable deed restrictions and design guidelines Please allow at least ten (10) working days to receive determinations back from the committee Please call (512) 266-7553 if you have any questions

I acknowledge receipt of the Residential Design Guideline Manual I have read the guidelines and agree to abide with them in regards to the modification/addition as proposed I also agree to submit a \$500 deposit before I will begin construction

Owner Name (Print)

Signature of Owner



**STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
POOL ADDENDUM (submit with Modification Application)**

+
Applicant Name: _____ **Date Submitted:** _____

Property Address: _____

Applicant Contact Phone Numbers: _____

Contractor Name (if applicable): _____

Contractor Address & Phone Number (if applicable): _____

Please include the following items on the site plan/pool plan

- ☐ Location of pool in relation to house Please note all existing easements and setbacks Show all dimensions to pool from rear and side property lines
- ☐ Elevation drawing of all water features noting height, i e Waterfalls, walls, etc
- ☐ Fence plan, showing existing fence and new fence lines
- ☐ Areas of exposed foundation Any area of exposed foundation exceeding 8" is required by AC guidelines to be screened with landscaping Please note how exposed foundation will be screened
- ☐ Proposed finished grades of lot.
- ☐ Location of pool equipment
- ☐ Location and type of decking to be used Please note elevation changes to existing and finished grades

Coping Material _____

Spa Description (if applicable) _____

Tile Color. _____

Deck Material _____

Deck Stain Color (wood decks only). _____

The AC may request that you provide additional information before acting upon your request The application is not complete until all information requested has been received All modifications must comply with applicable deed restrictions and design guidelines. Please allow at least ten (10) working days to receive determinations back from the committee Please call (512) 266-7553 if you have any questions.

Owner Name (Print)

Signature of Owner



**STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
DECK ADDENDUM (submit with Modification Application)**

Applicant Name: _____ **Date Submitted:** _____

Property Address: _____

Applicant Contact Phone Numbers: _____

Contractor Name (if applicable): _____

Contractor Address & Phone Number (if applicable): _____

Please include the following items on the site plan/pool plan

- ☐ Location of deck in relation to house Please note all existing easements and setbacks Show all dimensions to deck from rear and side property lines
- ☐ Elevation drawing deck, showing highest point of deck Area of deck exceeding 4' in height must be screened with lattice, per AC guidelines
- ☐ Proposed finished grades of lot
- ☐ Elevation drawing of any proposed covered areas, including trellis areas

Decking Material: _____

Deck Stain Color: _____

Covered area materials: _____

The AC may request that you provide additional information before acting upon your request The application is not complete until all information requested has been received All modifications must comply with applicable deed restrictions and design guidelines Please allow at least ten (10) working days to receive determinations back from the committee. Please call (512) 266-7553 if you have any questions.

Owner Name (Print)

Signature of Owner



STEINER RANCH MASTER ASSOCIATION (SRMA)
ARCHITECTURAL COMMITTEE
GREENBELT ADDENDUM

Applicant Name: _____ Date Submitted: _____

Property Address: _____

Applicant Contact Phone Numbers: _____

Contractor Name (if applicable): _____

Contractor Address & Phone Number (if applicable): _____

Requesting access to greenbelt area at: _____

Purpose of accessing greenbelt area: _____

Time period for which access is requested: _____

Temporary construction access through the greenbelt is reviewed on a case-by-case basis. All other options must be exhausted before the construction access through a greenbelt will be allowed. A minimum deposit of \$500 is required before access will be granted. The existing condition of the greenbelt will be documented before access will be granted, and it is suggested the applicant document the condition as well. The deposit will be returned at the time the applicant/owner and his contractors have vacated the area and have returned the area to its previous condition.

Applicant Name (Print)

Signature of Applicant

GREENBELT ACCESS IS • ☐ granted ☐ not granted



STEINER RANCH MASTER ASSOCIATION (SRMA) and
STEINER RANCH RESIDENTIAL OWNER'S ASSOCIATION (SRROA)
ARCHITECTURAL COMMITTEE

CONSTRUCTION INSPECTION REPORT - NEW CONSTRUCTION

For Office Use.

____ SRMA
____ SRROA

Amount of
deposit to be
returned:
\$ _____

Address _____
Phase _____ Section _____ Lot _____ Block _____
Owner/Builder _____ Phone Number _____
AC Approval Date _____ Inspection Called In _____

FINAL INSPECTION

- ☐ 100% masonry facing existing and/or proposed streets, as per restrictive covenants for specific lots, or masonry as per plan approval and plot plan approval
- ☐ Front yard landscaping is in place (Minimum of 12- 5 gallon shrubs and 2-3" diameter hardwood trees) Side yard landscaping is in place, if corner lot (Minimum of 6- 5 gallon shrubs and 2-3" diameter hardwood trees. If side street fence is closer to street than the 15' building setback line, then verify landscape screening has been installed along fence (Five or more shrubs for every 20 feet, placed 30" on center)
- ☐ All meters, utility boxes and A/C units are screened according to guidelines
- ☐ Roadway in front of this lot has been cleaned. No damage to asphalt, curb and gutter, sidewalks and/or street signs
- ☐ Roof vents are not mounted on street-facing roof slopes, and are painted to blend with roof
- ☐ Street sidewalks installed as required by plat, and per city details - no excessive cross-slope on sidewalk or driveway
- ☐ Complete installation of fence, per guidelines (Fence is optional, in most cases, at rear greenbelt lots)
- ☐ Rear yard landscape is in place or proper erosion controls are being maintained until installation of sod. Two (2) three - inch trees are required in the rear yard if it abuts or is visible from a street. All rear landscaping must be installed within 6 months of closing
- ☐ All decks exceeding 4' in height have lattice in place to screen underside of deck
- ☐ This lot, and immediately adjacent lots or greenbelt areas have been cleared of all construction debris and spoils. Revegetation of disturbed areas. Notice of fine if the greenbelt is disturbed by homebuilder without permission
- ☐ Brick ledges have been dropped or planter boxes have been built to screen areas of excessive foundation and sidewalks/driveways, per guidelines
- ☐ Any retaining walls associated with this property are level, slightly battered and are set back a consistent dimension from the curb, and match the retaining walls design guidelines

The following items must be corrected for re-inspection the following week, unless otherwise notified by the superintendent:

Committee Inspector _____ Date _____
Re-inspection approved _____ Date _____

Note: The Architectural Committee (AC) review and approval of the improvements, and their approval of the plans and specifications, shall not be deemed approval thereof from the standpoint of structural soundness, engineering soundness or conformance with building or other codes. The AC inspection is solely for compliance with the Steiner Ranch restrictive covenants and policy and procedures adopted by the Steiner Ranch Residential Owners Association, Inc. Board, Steiner Ranch Master Association and the Architectural Committee. Notwithstanding the preceding statement, this inspection approval does not waive the owner's obligation to comply with all restrictive covenants as well as policy and procedures in effect at the time of approval.



**STEINER RANCH MASTER ASSOCIATION (SRMA) and
ARCHITECTURAL COMMITTEE
CONSTRUCTION INSPECTION REPORT - MODIFICATIONS**

Address: _____

Phase _____ Section _____ Block: _____ Lot _____

Owner/Builder _____

Phone Number _____ AC Approval Date _____

Modification Approved _____

FINAL INSPECTION

Architectural _____ Date _____

Committee Inspector _____

- ☐ The completed improvements are in compliance with the AC approval
- ☐ The completed improvements are **not** in compliance with the AC approvals The following items must be corrected and inspected

Reinspection approved: _____ Date _____

Amount of Deposit received: \$ _____ **Amount of Deposit to be returned: \$** _____

Note: The Architectural Committee (AC) review and approval of the improvements, and their approval of the plans and specifications, shall **not** be deemed approval thereof from the standpoint of structural soundness, engineering soundness or conformance with building or other codes. The AC inspection is solely for compliance with the Steiner Ranch restrictive covenants and policy and procedures adopted by the Steiner Ranch Residential Owners Association, Inc. Board, Steiner Ranch Master Association and the Architectural Committee. Notwithstanding the preceding statement, this inspection approval does not waive the owner's obligation to comply with all restrictive covenants as well as policy and procedures in effect at the time of approval.

STEINER RANCH

IPM PLAN OUTLINE

April 2001

PROJECT DESCRIPTION

- 1) Project Name Steiner Ranch
- 2) Project Type 4,800-acre mixed-use residential and commercial Master Planned Community
- 3) Landscape
 - a Turf Acreage It is estimated that turf (lawn) areas will total 1,500 acres at build-out
 - b Ornamental Acreage It is estimated that ornamental landscape areas will total 800 acres at build-out
 - c Greenbelts/Open Space Approximately 1,700 acres will remain as undeveloped natural areas, primarily in the steeply sloping ravines that run through the property
 - d Total Project Acreage The total acreage of property being developed is approximately 3,100 acres The overall impervious cover percentage upon completion will be less than 20%
- 4) Environmental Features
 - a Environmental Features Key environmental features within Steiner Ranch include canyon rimrocks and wet weather seeps, typical of this area In addition, the developer has set aside 819 acres within the greenbelt areas as a conservation easement for the Golden Cheeked Warbler and the Black Capped Vireo, two endangered songbirds known to nest in this region
 - b Pesticide/Fertilizer Buffers The conceptual master plan for Steiner Ranch shows the considerable natural open space and greenbelt areas within the community that serve as natural buffers for the treatment of pesticide/fertilizer run-off from the development areas before the run-off reaches Lake Austin

ANTICIPATED PEST PROBLEMS

Potential pests requiring treatment in Steiner Ranch include fire ants, fleas, mosquitoes, roaches, rodents and termites In addition, turf grass lawns and landscaping will require treatment for weeds, diseases and insects

TREATMENT STRATEGY

Attached are descriptions of the above listed pests and the recommended steps that should be taken to control them The treatment and control strategies are laid out in a hierarchy from least invasive to most Non-toxic and less persistent control products or procedures should be employed before more persistent products are considered.

IPM PLAN for
FIRE ANTS
(6/26/00)

- 1 Pest to be controlled. red imported fire ants
- 2 Biology of the red imported fire ant, Solenopsis invicta

The red imported fire ant is a tropical insect that was accidentally introduced into the United States in the 1930s and has spread unchecked across the Southeast and into Texas. Fire ants disperse naturally through mating flights that usually occur in the spring and fall, but may occur anytime warm humid conditions exist, even during the winter. Fire ant queens are also dispersed by the movement of infested nursery stock and turf sod, and even by vehicles. Fire ant colonies are known to raft to higher ground during floods. The most visible indication of the presence of fire ants is their characteristic cone-shaped mounds.

The only way to effectively control or suppress fire ants is to use a method that will stop egg production by the queen(s). Killing workers will have no lasting effect on the fire ant colony. Therefore the use of granular insecticides, which frequently do not come in contact with the queen, is not a long-term solution. The ineffective use of pesticides, especially in environmentally sensitive areas, should be avoided.

- 3 Control tactics
 - a Physical control tactics will include the use of hot water to drench individual fire ant mounds. Mounds will be drenched mid-morning with at least a gallon of hot water on the sun-side of the mound in an attempt to kill queen(s). Drenched mounds will be rebuilt by surviving workers, but the colony will soon disperse if the queen is killed. If mounds persist, it will prompt the use of the next control tactic.
 - b There are no mechanical control tactics available to control fire ants.
 - c Biological control tactics include the use of nematodes, which are slender, microscopic, unsegmented worms. This nematode has been cultured to hunt, seek, and destroy soil-boring fire ants by invading ant colonies.

Active Ingredient	Product Name
Neopleotana Carpocapsae (nematode)	ANTidote

- d Non-toxic and less persistent control tactics include the broadcast of fire ant baits. Fire ant baits are designed to be attractive to foraging fire ants and eventually become passed to the queen(s). The effect of the bait will be to neutralize the queen by stopping egg production. Because fire ants will not forage when ground temperature is below 70° or above 95°, and because the baits will not remain attractive if wet, care shall be taken to apply the baits when the soil and vegetation are warm and dry. Apply baits when no rain is expected for at least 8 hours. In summer, apply baits in the evening, since ants do not forage during extreme heat. As fire ant baits require several weeks or more to affect colonies, the next control tactic will only be prompted by the persistence of active mounds over a long period.

Active Ingredient(s)	Product Name
Fenoxycarb	Logic®
Hydramethylnon	Amdro®, Combat®
Spinosad	Eliminator®
Methoprene	Extinguish™
Abamectin	Ascend™, Raid®
Pyriproxyfen	Spectracide®

- e More persistent chemical control tactics will include the use of liquid drenches or dusts that kill ants on contact. These products are appropriate for individual mound treatments only.

Active Ingredient	Product Name
d-limonene	Citrex™
Pyrethrins, silicon dioxide, and piperonyl butoxide	Organic Solutions™

- 4 This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for
FLEAS
(6/26/00)

- 1 Pest(s) to be controlled fleas
- 2 Biology of the cat flea, Ctenocephalides felis.

Fleas are associated with warm-blooded animals and pass through four life stages: egg, larva, pupa, and adult. Optimal flea development is at 65 to 80 degrees F. with a relative humidity of 70% . Hot dry summers reduce flea populations while cool rainy weather increases populations. When adult fleas emerge from pupae, they immediately seek a blood meal from warm-blooded animals. After mating, females lay eggs on hosts or on their sleeping areas. Eggs hatch into larvae within 12 days and usually feed on organic debris for 8-24 days. Pupae usually emerge into adults in 5-7 days. If conditions for development are unfavorable, larvae can live for up to 200 days and pupae for up to one year. An effective control strategy is to arrest flea development before the pupal stage to prevent explosive population growth when optimal conditions occur.

3 Control tactics:

- a Physical control tactics will include combing and bathing of pets, and vacuuming or washing of rugs, carpets, furniture and pet sleeping areas. The number of fleas captured in combs is to be used as an indicator of the overall flea population and should be monitored. When fleas reach annoying levels, an increase in fleas captured in combs prompts the next control tactic.
- b Mechanical control tactics will include the screening of pets from areas where fleas congregate or where vacuuming or washing would be difficult. If flea monitoring indicates mechanical controls have not decreased the flea population, then next control tactic is prompted. Note: Some non-toxic control products work mechanically, but are included in the non-toxic category.
- c. **Biological control tactics include the use of nematodes, which are slender, microscopic, unsegmented worms. This nematode has been cultured to hunt, seek, and destroy specific soil-borne insects.**

Active Ingredient	Product Name
Neopleotana Carpocapsae (nematode)	ANTidote™

- d Non-toxic and less persistent control tactics will include dusting pets, and the places they inhabit, with products containing pyrethrum, silica aerogel, or diatomaceous earth. Yards or other outdoor areas inhabited by pets will be sprayed with products containing insecticidal soap, pyrethrum, or rotenone. Higher concentrations of fleas may occur in

the shady areas versus the dry sunny areas. An insect growth regulator will be added to the spray before application.

Active Ingredient(s)	Product Name
Silica aerogel, pyrethrins, and piperonyl butoxide	Drione®
Pyrethrins, piperonyl butoxide, and diatomaceous earth	Permagard®
Insecticidal soap	Safer's Soap®
Pyrethrins, piperonyl butoxide, and rotenone	Organocide®
Fenoxycarb	Torus®

e More persistent chemical control tactics will include using pet collars containing organophosphates, and the use of pyrethroids to control fleas outside.

Active Ingredient	Product Name
Dichlorvos	Hartz®
Permethrin	Flee®

- 4 This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for
MOSQUITOES
(6/26/00)

1 Pest(s) to be controlled mosquitoes

2 Biology of the mosquito, Order Diptera, Family Culicidae

Adult mosquitoes are small, slender, long-legged flies with a long piercing mouthpart called the proboscis. Mosquitoes develop through four distinct stages: egg, larva, pupa, and adult. Adult females feed on animal blood for the protein needed to produce eggs. Eggs are laid singly or in clumps on still or slow-moving water. Some mosquitoes lay eggs in temporary water basins such as tree holes or at the edges of flood-prone areas.

Mosquito eggs may lie dormant for months before hatching, but under most circumstances hatch within 2 to 6 days. The aquatic larva and pupa stages each take from 4 to 10 days to develop and represent the most vulnerable stages. Adults can live up to 2 months after emergence. Most mosquitoes die within yards of where they emerged.

The most effective method of controlling mosquitoes is to limit the number of water basins where eggs can hatch. Examples of temporary basins include cans and jars, clogged roof gutters, used tires, plant saucers, plastic sheeting, and wheelbarrows. Larger, more permanent water basins can be drained or filled in. However, not all water basins can or should be altered for environmental reasons. In addition, the excessive use of fertilizers should be discouraged as fertilizers in water will promote algae blooms that protect the mosquitoes from predation by fish.

3 Control tactics

- a Physical control tactics will include the use of screens on windows and doors. Electric "bug zappers" will not be used, as they are not effective at reducing mosquito populations since they target only adults, and affect non-target insect populations as well.
- b Mechanical control tactics will include the use of suffocating surface film where practical. This will include those basins not subject to runoff. The films to be used are highly refined and biodegradable, with no effect on human or non-target species.
- c Biological control tactics will include the use of native mosquito-eating fish (*Gambusia*) in permanent pools, where a viable fish population can be maintained.
- d Least toxic and less persistent chemical control tactics will include the use of *Bacillus thuringiensis israelensis* or pyrethrum larvicides. These products will be applied to water basins where mosquito larvae develop.

Active Ingredient(s)	Product Name
<i>Bacillus thuringiensis israelensis</i>	Mosquito Dunks®
Encapsulated pyrethrum	Tossits®

4. This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

**IPM PLAN for
ROACHES
(6/26/00)**

1 Pest(s) to be controlled cockroaches

2 Biology of the German cockroach, Blattella germanica

There are five species of cockroaches that commonly infest houses, with the German cockroach being one of the most widely distributed. Roaches are tropical insects that have adapted to living with man by seeking areas where they can get warmth and moisture, such as bathrooms and kitchens. Female roaches glue egg cases, called ootheca, to the surfaces of any dark place. The average development time for the German cockroach from egg to adult is 55-68 days. Adults can live more than 200 days. They are active at night.

3 Control tactics

- a Physical control tactics will include the sealing of cracks and crevices and the screening of windows and vents to limit access from the outside. Roach traps will be used to monitor to pest population.
- b Cultural control tactics will include good sanitation, including the proper storage of food and regular cleaning.
- c There are currently no biological control tactics available for control of cockroaches.
- d Non-toxic and less persistent control tactics will include insecticidal dusts and baits, and insect growth regulators.

Active Ingredient(s)	Product Name
Boric acid powder	Roach Rid®
Silica aerogel and Pyrethrum	Drione®
Hydramethylnon	Combat®
Hydroprene	Gencor™

- 4 This IPM plan is a dynamic document. If other control tactics are found to be effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.**

IPM PLAN for
RODENTS
(6/26/00)

- 1 Pest(s) to be controlled rodents
- 2 Biology of the common house mouse, Mus musculus, roof rat, Rattus rattus and Norway rat, Rattus norvegicus

The house mouse, roof and Norway rats are rodents intimately associated with people, and are found almost everywhere humans live or work. While wild mice and rats will invade houses when weather changes, these pests are dependent on man for shelter and food. The reproductive rate of rodents in general and mice in particular is very high. Female mice produce 10 litters a year, 6-7 young per litter. Rats are almost as productive, but suffer high mortality. All rodents respond to trapping or other declines in their population by producing more litters.

Strategies to control rodents involve primarily preventative steps to limit access to shelter and food, trapping to reduce small populations, and poisoning.

3 Control tactics

a Physical control tactics will include the filling of access holes, making food storage rodent-proof, and the use of barriers. These measures will include the inspection of sewer lines into dwellings and cracks in foundations.

b Mechanical control tactics will include the trapping of rodent populations in snap traps or glue boards. A large number of traps will be placed to have the desired effect on the population.

c The use of domestic cats will be considered as a biological control tactic, if they will not become pests themselves.

d Non-toxic and less persistent control tactics will include the use of cholecalciferol, which will not lead to secondary poisoning.

Active Ingredient(s)	Product Name
Cholecalciferol	Quintox®

- e More persistent chemical control tactics will include the use of anticoagulants placed in bait boxes to prevent secondary poisoning.

Active Ingredient(s)	Product Name
Warfarin and Sulfaquinoxaline	Prolin®

- 4 This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

IPM PLAN for
TERMITES
(6/26/00)

- 1 Pest(s) to be controlled termites
- 2 Biology of the eastern subterranean termite, Reticulitermes flavipes

Subterranean termites are social insects that live in colonies of winged reproductives, sterile workers and soldiers. Overcrowded conditions prompt reproductives to swarm, usually during the first warm humid days of spring. Winged termites are often confused with ants but their equal-sized pair of wings can identify them. It is important that a positive identification be made of suspected termite infestations. Subterranean termites are different from other termites in that they must have regular contact with moisture. This is generally accomplished by building earthen tubes to the soil. Water leaks in structures provide a good environment from which termites can build tubes. In most structures, these tubes are visible on exterior walls, but they may be present on interior walls as well if termites have gained access through cracks in slabs.

The important first step in a termite control program is the elimination of conditions that favor termite survival. These steps include the removal of wood debris around structures, eliminating areas of earth-to-wood contact and constructing barriers to termite entry. It is also important to regularly monitor structures for signs of moisture, damaged wood, or earthen termite tunnels and to act only if these signs are present. The most vulnerable stages of the termite colony are the eggs and immatures.

3 Control tactics:

- a Physical control tactics will include the plugging of cracks and crevices in structures that may provide access. Any exterior feature that leaks water such as guttering and water pipes will be repaired. Physical controls also include the use of a stainless steel wire mesh perimeter barrier around the building. Installers should be trained and accredited for quality control.

Material	Product Name
316 marine grade stainless steel w/appropriately-sized aperture	Termi-Mesh™

- b There are no mechanical control tactics currently available to control termites. However, sand barriers have been tested as a deterrent to tunneling and may soon be recommended as a control alternative.

- c There are no biological control tactics currently available to control termites.

- d Least-toxic chemical control tactics will involve the use of insect growth regulators (used as baits) and/or chemical barriers that are undetectable by termites.

Active Ingredient	Protection Method	Product Name
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Fenvalerate	Chemical barrier	Pydrin™
Imidacloprid	Chemical barrier	Premise®
Hexaflumuron	Insect growth regulator	Sentricon™

- 4 This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned.

**IPM PLAN for
TURFGRASS**
(6/26/00)

- 1 Pests to be controlled turfgrass weeds, diseases, and insects
- 2 Integrated Pest Management (IPM) of turfgrass involves the use of multiple control tactics to keep selected pests below an acceptable injury level IPM has a series of responsibilities, the primary one being the proper identification and understanding of the pest Selected pests are only those which pose a threat to turf quality Common turfgrass pests are weeds (including crabgrass, and dallisgrass), diseases (including brown patch, dollar spot, and pythium blight), and insects (including fire ants, mole crickets, sod webworms, and armyworms)

The tactics included in this IPM plan are: a.) physical, b.) cultural, c.) biological, and d.) chemical. The goal of the IPM plan is to emphasize the physical, cultural and biological tactics and minimize chemical use, thereby lessening the effects on the hydrologic system.

- 3 Life cycle of pests
 - a Crabgrass (*Digitaria* spp) Crabgrass is an annual grass spread primarily by seed and to a minor extent by rooting from lower nodes Crabgrass is a short, bunching, leafy grass, light green in color It is frequently found in over-watered turf and/or compacted soils
 - b Dallisgrass (*Paspalum dilatatum*) Dallisgrass is a warm-season annual grass It is a coarse-textured, bunch-type grass that spreads primarily by seed Lower leaves may be hairy, while all are noticeably shiny The seed stalks of dallisgrass are sparsely branched on long stems, and contrast dramatically in desired turf
 - c Brown Patch (*Rhizoctonia* spp) Brown patch is a fungal disease most likely to damage bermudagrass and St Augustinegrass in the spring or fall Areas of turf affected with brown patch consist of irregular brown areas that range from a few inches to many feet in diameter Environmental conditions that favor disease development are day temperatures above 85°F, high relative humidity, and prolonged overcast wet periods Excessive nitrogen fertilization and frequent irrigation also favor development
 - d Dollar spot (*Sclerotinia homoeocarpa*) Dollar spot in turf consists of small circular areas about 2 inches in diameter, which are brown or straw in color Moderate temperatures (60° to 80° F), excess moisture and excess thatch lead to development of this disease, especially on closely cut turf
 - e Pythium blight (*Pythium* spp) Pythium blight kills turf in small irregular spots The fungi produce spores that survive for long periods in the soil, but develop rapidly with excessive moisture Blackened leaves of affected grasses wither rapidly and turn reddish brown At high temperatures, severe damage can occur in low areas of consistently wet turf
 - f Fire ants (*Solenopsis invicta*) The red imported fire ant is a tropical insect that was accidentally introduced into the United States in the 1930's Fire ants disperse naturally through mating flights, which usually occur in the spring and fall Fire ants are often moved in soil, sod, and containerized plants Fire ants do not attack turf, but cause problems when they build earthen mounds for warming their eggs, larvae, and pupae Mounds may be built in any turf situation Established colonies produce new queens and workers that, if left uncontrolled, will eventually lead to large populations and additional mounds Refer to the individual IPM plan on fire ants for specific control measures
 - g Mole crickets (*Scapteriscus acletus*) Mole crickets have grayish brown, velvety bodies with broad spade-like front legs adapted for digging Adults spend the winter in deep burrows When the soil warms, they move up to dig in grass and feed on turf insects In the late spring and early summer, mole crickets fly and mate Females lay eggs in chambers beneath the soil The eggs hatch in May and June, with any tunneling caused by the young nymphs obvious by late July The most vulnerable stage of the mole cricket is the nymphal stage with earlier treatments

ineffective Treatment will be made only if damage is noticeable and verified by a soap flush A proposed injury level is 3 nymphs per square feet

- h Sod webworms (*Crambus* spp) Sod webworms are the larval form of lawn moths Larvae are slender grayish, black-spotted caterpillars about $\frac{3}{4}$ inch long Adults are small and vary in color from white to gray Moths hide during the day, but after mating, drop their eggs over grass at dusk Eggs hatch in a few days and larvae begin to feed They pupate in silken tunnels found in the soil/thatch layer There are 2-4 generations a year with the last spending the winter in the larval stage Grasses are most susceptible July through September The presence of larvae is verified by a soap flush with a proposed injury level set at 15 or more per square yard
- i Armyworms (*Psuedaletia* spp) Armyworms are the larval form of moths and thus have complete life cycles with eggs, larvae, pupae, and adults They are dull brown, tinged with red, and thick-bodied Adults fly at night and lay eggs at the base of grasses or nearby plants Armyworms feed at night, hiding in thatch during the day Generations overlap, with as many as six generations a year The presence of armyworms is verified by soap flush with a proposed injury level set at 5 per square feet

4 Control tactics

- a Physical control tactics include simply removing the pests by hand, trapping, or mowing the pests Weeds can be physically removed with the help of hand-tools
- b Cultural control tactics are those that maintain the quality of turfgrass by providing the best possible growing conditions These practices are constantly monitored, evaluated, and adjusted for their direct effect on turf quality and the reduction of pest populations To achieve quality turf grass, and minimize the need for synthetic fertilizer and pesticides, the following practices will be used
 - 1) Irrigation The goal with turfgrass irrigation should be to maximize the efficient use of water and minimize any irrigation runoff If an automatic irrigation system is used, it should be visually monitored while in use on a regular basis Spray heads should be adjusted to prevent over-spray onto pavement, and any broken heads should be fixed promptly Over-watering can lead to turfgrass disease, therefore the watering schedule should be adjusted regularly to fit the prevailing weather conditions Irrigation at dawn allows for drying of the leaf surface before nighttime, thus minimizing the opportunity for disease
 - 2) Mowing Mowing should occur on a regular basis, and no more than one-third of the leaf blade should be removed at a time Grass clippings should not be bagged, and any grass clods resulting from mowing should be scattered Clippings will return nitrogen back to the soil as they decompose, minimizing the need for fertilization To minimize the opportunity for plant disease, avoid mowing wet foliage, keep mowers adjusted and blades sharp Maintain a high mowing height within a species' adapted range Raise the mowing height during periods of environmental stress or disease outbreaks Weeds should always be mown before seed is produced
 - 3) Top dressing Top dressing (spreading a thin layer of compost or other organic matter on the turf) is an effective way to fertilize the soil and control thatch Control of thatch will reduce the chance for disease and improve water filtration Thatch is a layer of dead leaves and stems held together by grass roots and stolons Though a thin layer of thatch seems to be beneficial to the growth of turf, thick layers can cause the turf to grow aboveground and can contribute to disease and insect problems Thatch can severely restrict the movement of pesticides Top-dressing with compost may reduce the severity of certain plant diseases
 - 4) Aerification Aerification is the process of de-compacting the top few inches of soil by removing soil cores or simply punching holes into the soil This practice increases water infiltration, relieves soil compaction, and accelerates decomposition of the thatch layer
 - 5) Fertilization The nutrient requirements of turf grass vary with the amount of organic matter in the soil and the amount of water received The amount and frequency of fertilizer use will be dependent on an analysis of the soil A 3-1-2 ratio of macronutrients (N-P-K) is usually best Granular fertilizers will be slow-release (a.k.a. timed-release) Top-dressing with organic fertilizer is ideal Slow-release and organic fertilizers shall be lightly irrigated to

incorporate the nutrients into the soil and make them less available for runoff Fertilizers shall not be applied during wet weather or when rainfall is imminent Fertilizers shall not be applied within any environmentally sensitive areas, or within 50' of a waterway

- 6) Overseeding Overseeding of turfgrass with a cool-season grass while the warm-season grass is dormant may inhibit weed germination
- 7) Disease-resistant species Plant disease-resistant species and cultivars whenever possible Recommendations for regionally adapted cultivars can be obtained from most Cooperative Extension Service offices
- 8) Night lighting Since the adults (moths) of sod webworms and armyworms are attracted to lights at night and they oviposit nearby, place lights away from sensitive turf areas Lights with the yellow range are also much less attractive to night flying insects

- c Biological control tactics for fire ants will include the use of nematodes Nematodes (Neopleotana Carpocapsae), which are slender, microscopic, unsegmented worms, may be applied over the turf during the warm season to control soil dwelling insect pests Best results are obtained by applying the nematodes in the late afternoon, just before sunset

Insect	Active Ingredient(s)	Product Name
Fire Ants	Neopleotana Carpocapsae	ANTidote®

- d. Chemical control tactics may include the use of herbicides, fungicides, and/or insecticides. The user shall be a qualified applicator, shall read the product label, and shall strictly follow manufacturer's directions. Chemical control of weeds will be limited to spot treatment with the use of a non-selective post-emergence herbicide. Pre-emergence herbicides will not be used. The use of each chemical will be re-evaluated every year so that the most effective and most environmentally sensitive products will be used.

1.) Herbicide List:

Weeds	Active Ingredient	Product Name
Crabgrass	Glyphosate	Roundup®
Dallisgrass	Glyphosate	Roundup®

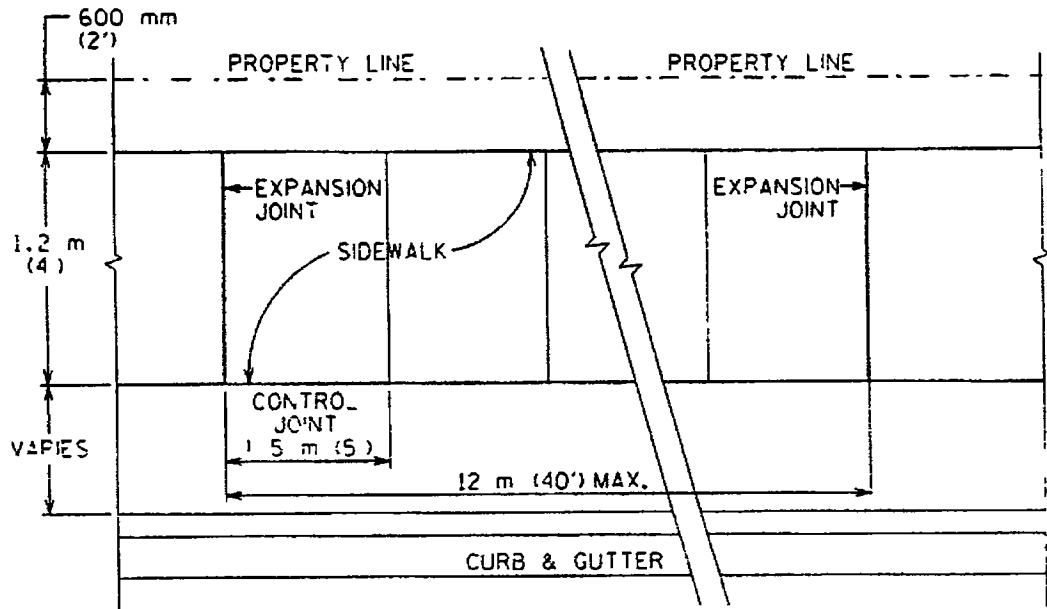
2) Fungicide List

Disease	Active Ingredient	Product Name
Brown Patch	Propiconazole	Banner®
Dollar Spot	Propiconazole	Banner®
Pythium Blight	Metalaxyl	Subdue®

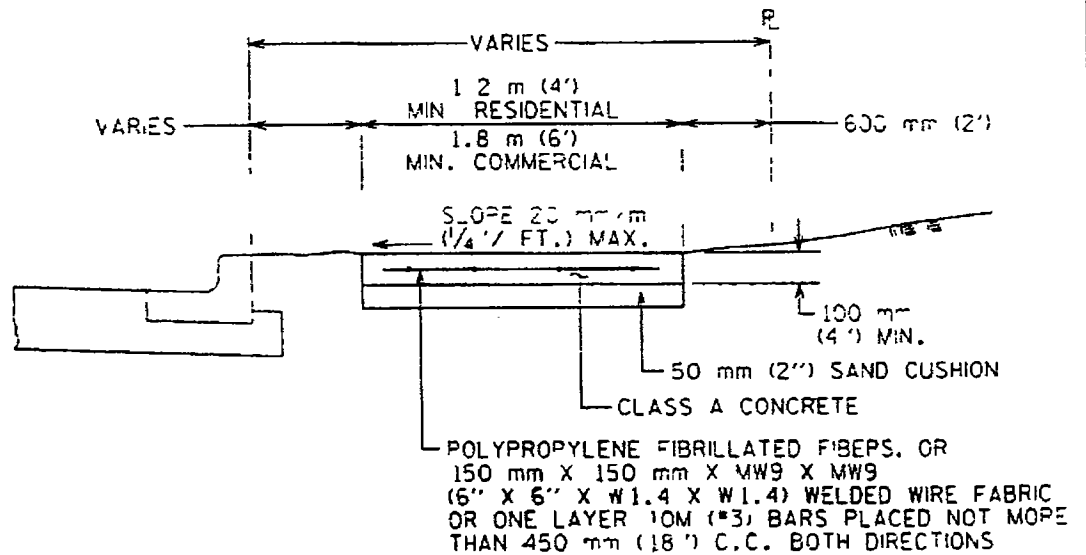
3) Insecticide List

Insect	Active Ingredient(s)	Product Name
Mole Crickets	Fluvalinate	Mavrik®
Sod Webworms	Bacillus thuringiensis (BT)	Dipel®
Armyworms	Azadirachtin	Turplex®

- 5 This IPM plan is a dynamic document. If other control tactics are found effective, then this plan will be amended to include those tactics. No regularly scheduled pesticide applications are planned. Please note that no endorsement of named products is intended, nor is criticism implied for products that are not mentioned.

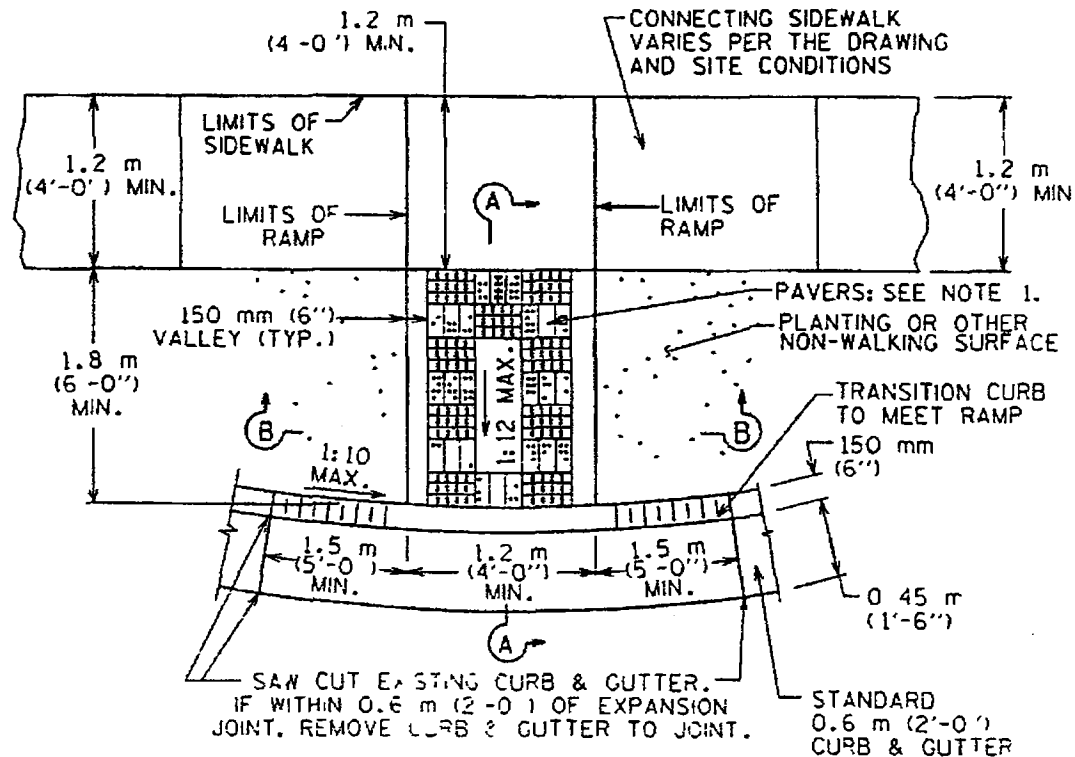


PLAN

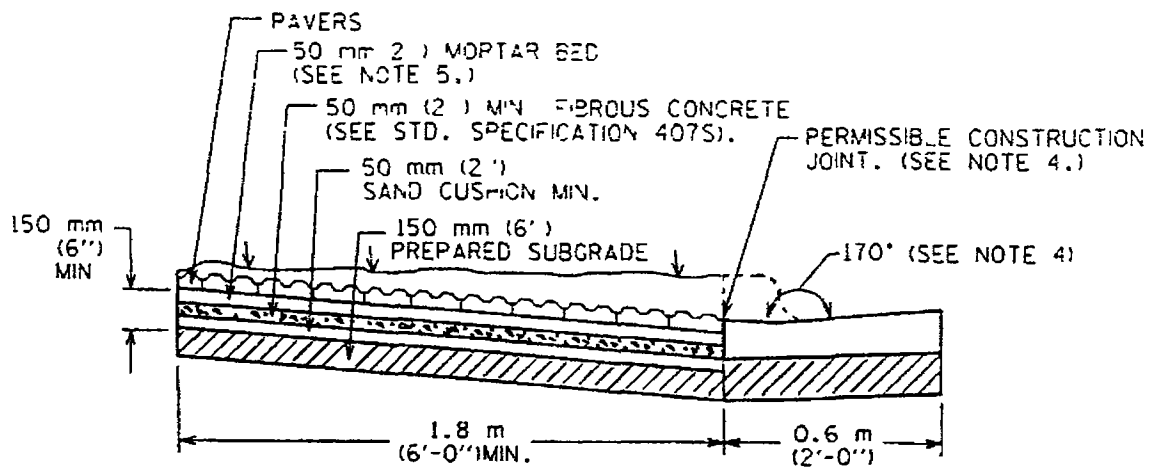


SECTION

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION	SIDEWALK
<i>Lino Loria</i> 9/29/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
	STANDARD NO 432S-1

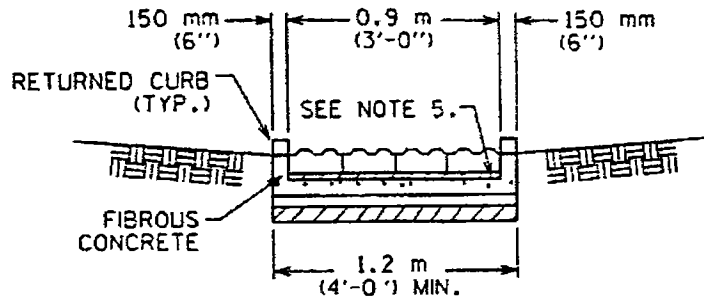


PLAN



SECTION A-A

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION	SIDEWALK CURB RAMP WITH PAVERS (TYPE 1B)
<i>Leno Ruzia</i> 4/5/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. STANDARD NO 432S-5B 1 OF 2



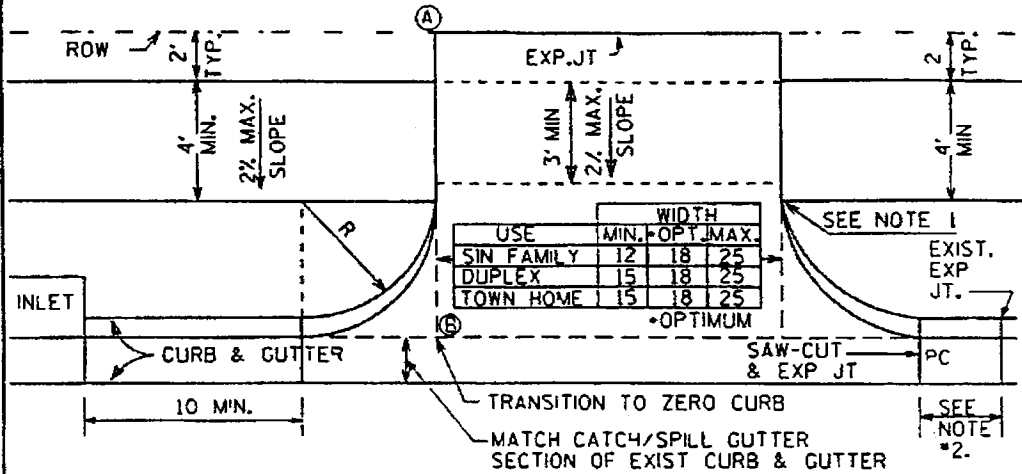
SECTION B-B

GENERAL NOTES :

- 1 Pavers will have detectable warning that consists of raised truncated domes with a diameter of 23 mm (0.9"), a nominal height of 5 mm (0.2") and a nominal center-to-center spacing of 60 mm (2.35") and shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light (RE: ADA Section 4.29.2). Material used to provide contrast shall be an integral part of the walking surface. Paver pattern varies per manufacturer's recommendation.
- 2 The ramp wings do not have to display contrasting color.
- 3 Typical sidewalk widths and curb radii are shown for illustration. Refer to the Transportation Criteria Manual for sidewalk widths, curb radii and curb basis.
- 4 The permissible construction joint between the brick pavers and the laydown curb shall be limited to 6 mm (1/4") joint size. Gaps larger than 6 mm (1/4") must be approved by the Project Manager/Inspector. Gaps greater than 6 mm (1/4") shall be sand mortar filled between the brick pavers and curb unless otherwise instructed by the Project Manager/Inspector.
- 5 Mortar shall conform to Item 403.2 (6)/403S.2 (6) Mortar (Grout). A other concrete shall conform to Item 403/403S, Concrete for Structures unless noted otherwise.
- 6 Curb ramps with 150 mm (6") concrete valley may only be used where pedestrians would not normally walk diagonally across the ramp.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION	SIDEWALK CURB RAMP WITH PAVERS (TYPE 1B)
<i>Luis Rivas</i> 4/5/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. STANDARD NO 432S-5B 2 OF 2

REV. DATE: 2/27/97 DESCRIPTION: STANDARD MANUAL

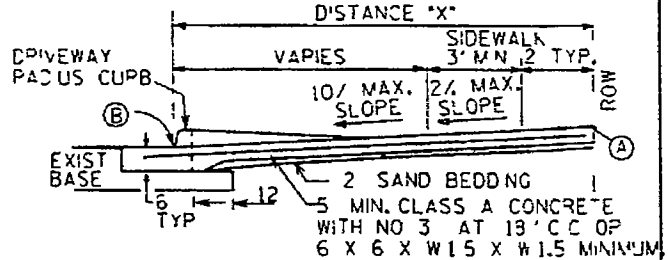


PLAN

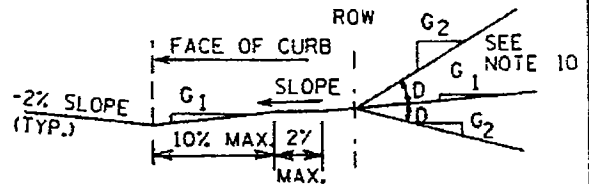
USE	MIN.	OPT.	MAX.
SINGLE FAMILY	5	5	10
DUPLEX	5	8	10
TOWN HOME	5	8	10

*OPTIMUM

NOTE: ALL DRIVEWAYS SHALL BE SLOPED TOWARDS THE STREET FROM THE ROW LINE ELEVATION OF POINT (A) ABOVE POINT (B) IS, TYPICALLY A MINIMUM OF 6 PLUS 1/4" RISE/FEET OVER (A)



CROSS SECTION



ALLOWABLE GRADES

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION		TYPE I DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
APPROVED: <i>Lino Rivera</i> 7-15-97		ADOPTED: 11-22-95	
DATE		SCALE: N.T.S.	
		INITIAL: H.D.T.	
		STANDARD NO. 433-1	
		1 OF 2	

GENERAL NOTES :

1. CURE CURB AT PT OF SIDEWALK EDGE, WHICHEVER IS ENCOUNTERED FIRST. THE DRIVEWAY EDGE SHALL BE SMOOTHLY TRANSITIONED INTO THE SIDEWALK BEGINNING AT THE RADIUS PC LINE. FLARED DRIVEWAYS ACCEPTABLE ON LOCAL STREETS ONLY.
2. IF DIMENSION IS LESS THAN FIVE FEET, REMOVE CURB & GUTTER TO EXISTING EXPANSION JOINT AND POUR MONOLITHICALLY WITH THE DRIVEWAY.
3. IF THE BASE IS OVER-EXCAVATED WHERE THE CURB & GUTTER WAS REMOVED, BACKFILL WITH CONCPETE MONOLITHICALLY WITH THE DRIVEWAY.
4. ALL DRIVEWAYS MUST BE CONSTRUCTED WITHIN THE STREET FRONTAGE OF THE SUBJECT PROPERTY AS DETERMINED BY EXTENDING THE SIDE PROPERTY LINES TO THE CURB.
5. DRIVEWAY SHALL NOT EXCEED 70 PERCENT OF A LOT STREET FRONTAGE.
6. THE TYPE 1 DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF PARCEL FRONTAGE OR 50 FEET; WHICHEVER IS LESS.
7. DRIVEWAYS SHALL NOT BE CONSTRUCTED WITHIN THE CURB RETURN OF A STREET INTERSECTION
8. SINGLE FAMILY LOTS LIMITED TO ONE DRIVEWAY EXCEPT FOR APPROVED SEMI-CIRCULAR DRIVES.
9. WHEN TWO DRIVEWAYS ARE USED (ONE PER UNIT; TWO MAXIMUM) FOR DUPLEXES AND TOWN HOMES, SINGLE FAVLY STANDARDS SHALL APPLY.
10. WHILE THE PROPERTY OWNER REMAINS RESPONSIBLE FOR GRADE BREAKS WITHIN PRIVATE PROPERTY, THE FIRE DEPARTMENT SHOULD BE CONSULTED WHERE THE DRIVEWAY IS ESSENTIAL TO EMERGENCY VEHICLE ACCESS AND "G2" IS GREATER THAN 15'. "C1" PLUS "D" SHOULD NOT EXCEED 15% .
11. SEE TAB OF P.L. 11 CRITERIA MANUAL SECTION 5 FOR OTHER DRIVEWAY REQUIREMENTS.
12. USE 1" ASPHALT BOARD, OR OTHER APPROVED MATERIAL, FOR CURB AND CUTTER EXPANSION JOINTS.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION		TYPE 1 DRIVEWAY (1 & 2 FAMILY RESIDENTIAL USE ONLY)	
<i>Leo Lleria</i> APPROVED	7-15-97 DATE	ADOPTED: 11-22-95	STANDARD NO. 433-1 2 OF 2
		SCALE: N.T.S.	
		INITIAL: H.D.T.	

*****file*****

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

11/8/13

RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR
STEINER RANCH MASTER ASSOCIATION, INC.

Travis County, Texas

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

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

STEINER RANCH MASTER ASSOCIATION, INC.
DECLARANT REMOVAL OF DIRECTOR AND APPOINTMENT OF DIRECTOR

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., a Texas limited partnership (the "Declarant") has caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded in Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended (the "Declaration").

Pursuant to Article VI, Section 6.02(a) of the Declaration as amended by that certain Twelfth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document 2012062843, in the Official Public Records of Travis County, Texas, until expiration or termination of the Development Period, Declarant has the right to appoint and remove Board members in accordance with the Bylaws of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, the association established pursuant to the Declaration (the "Association").

Declarant hereby removes Patrick Banegas from the Board of Directors of the Association and appoints Chad Harkin to serve on the Board of Directors of the Association.

EXECUTED TO BE EFFECTIVE as of the 8th day of July 2013.

DECLARANT:

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

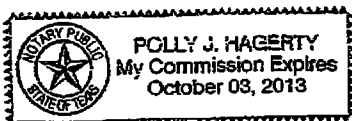
By: TWC/Steiner Ranch, LLC, a Texas
limited liability company, Its General
Partner

By: [Signature]
Printed Name: Adib R. Houry
Title: Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8th day of July 2013, by Adib R. Houry the Vice President of TWC/Steiner Ranch, L.L.C., a Texas limited liability company, the General Partner of Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[seal]



[Signature]
Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

July 09 2013 02:40 PM

EEF- \$ 24.00 2013126615



RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR
STEINER RANCH MASTER ASSOCIATION, INC.

Travis County, Texas

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

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

**STEINER RANCH MASTER ASSOCIATION, INC.
DECLARANT REMOVAL OF DIRECTORS AND APPOINTMENT OF DIRECTOR**

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., a Texas limited partnership (the "Declarant") has caused to be recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded in Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended (the "Declaration").

Pursuant to Article VI, Section 6.02(a) of the Declaration as amended by that certain Twelfth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document 2012062843, in the Official Public Records of Travis County, Texas, until expiration or termination of the Development Period, Declarant has the right to appoint and remove Board members in accordance with the Bylaws of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, the association established pursuant to the Declaration (the "Association").

Declarant hereby removes Michael Slack, Nancy Stroder and Chad Harkin from the Board of Directors of the Association. Declarant appoints Timothy Towell to serve on the Board of Directors of the Association.

EXECUTED TO BE EFFECTIVE as of the 29th day of April, 2014.

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

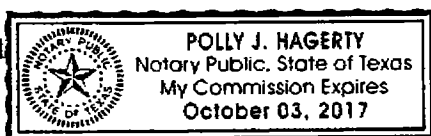
By: TWC/Steiner Ranch, LLC, a Texas
limited liability company, Its General
Partner

By: [Signature]
Printed Name: Adib R. Khoury
Title: VP

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of April 2014, by Adib R. Khoury, the Vice President of TWC/Steiner Ranch, L.L.C., a Texas limited liability company, the General Partner of Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[seal]



[Signature]
Notary Public Signature



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

**DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS**

June 16 2014 10:10 AM

FFP \$ 34.00 2014087026

