



RECORDING RETURN TO:

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STEINER RANCH MASTER ASSOCIATION, INC.

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR

Travis County, Texas

DECLARANT: TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

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 AND APPOINTMENT OF DIRECTOR

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation (the "Declarant"), is the "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded in Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended (the "Declaration"), pursuant to that certain Assignment of Declarant's Rights Steiner Ranch, recorded as Document No. 2014185033 in the Official Public Records of Travis County, Texas.

Pursuant to Article VI, Section 6.02(a) of the Declaration, until expiration or termination of the Development Period, Declarant has the right to appoint and remove Board members of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation (the "Association").

Declarant hereby removes Adib Khoury from the Board of Directors of the Association and appoints Michael Slack as his replacement.

EXECUTED TO BE EFFECTIVE as of the 16th day of April, 2015.

DECLARANT:

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

By: [Signature]
Printed Name: Adib R. Khoury
Title: VP

STATE OF TEXAS

§

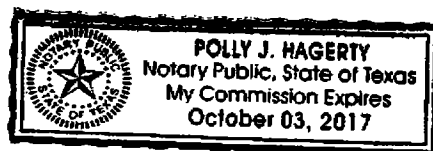
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COUNTY OF TRAVIS

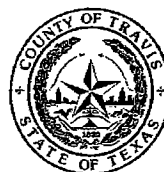
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This instrument was acknowledged before me on this 13th day of April, 2015, by Adib R. Khoury, the Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.

[seal]



[Signature]
Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 16 2015 11:43 AM

EEF- \$ 34.00 2015057526

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Title: VP

STATE OF TEXAS

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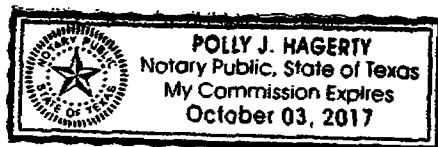
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COUNTY OF TRAVIS

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[seal]



[Signature]
Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 21 2015 11:22 AM

EEF-5 34.00 2015060040

**SECOND AMENDED AND RESTATED BYLAWS
OF THE
STEINER RANCH MASTER ASSOCIATION, INC.**

After Recording Please Return To:

Marc D. Markel
Lisa L. Gambrell
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

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**SECOND AMENDED AND RESTATED BYLAWS
OF
STEINER RANCH MASTER ASSOCIATION, INC.**

Pursuant to the authority contained in the Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch (defined hereinafter) and the Texas Business Organizations Code, the Board of Directors of the Steiner Ranch Master Association, Inc. has the authority to make, establish and promulgate, and in its discretion to amend from time to time, the Bylaws of Steiner Ranch Master Association, Inc.

WHEREAS, the Amended and Restated Bylaws of Steiner Ranch Master Association, Inc., are recorded under Clerk's File Number 2012062844 in the Official Public Records of Travis County, Texas (the "Amended Bylaws"); and

WHEREAS, the Board has determined that it is necessary and beneficial to amend and restate the Amended Bylaws and these Second Amended and Restated Bylaws shall be referred to herein as the "Bylaws".

NOW THEREFORE, these Second Amended and Restated Bylaws have been adopted by an affirmative vote of at least a majority of the directors of the Board, joined and consented to by Declarant, and shall hereafter replace in their entirety the Amended Bylaws.

ARTICLE I.
NAME, PRINCIPAL OFFICE AND PROPERTY

The name of the corporation is Steiner Ranch Master Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located in Travis County, Texas, or a county adjacent to Travis County, Texas, as may be designated by the Board of Directors of the Association from time to time.

The property affected by these Bylaws is the property described on Exhibit "A" of the Declaration, and any other property which is subsequently annexed and made subject to the authority of the Association.

ARTICLE II.
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Articles. "Articles" shall mean the Articles of Incorporation of Steiner Ranch Master Association, Inc., which have been filed in the office of the Secretary of the State of Texas, as the same may from time to time be amended.

Section 2.2. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.3. Association. "Association" shall mean and refer to Steiner Ranch Master Association, Inc., its successors, replacements and assigns.

Section 2.4. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.5. Association Restrictions. "Association Restrictions" shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, and Association Rules from time to time in effect.

Section 2.6. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.7. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.8. Bylaws. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 2.9. Declarant. "Declarant" shall mean TAYLOR MORRISON OF TEXAS, INC., a Texas corporation, and its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion 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.

Section 2.10. Declaration. "Declaration" shall mean the "Master Declaration of Covenants, Conditions, and Restrictions Steiner Ranch" recorded in Volume 13008, Page 756 of the Real Property of Travis County, Texas, as the same may be amended from time to time.

Section 2.11. Lot. "Lot" as used herein shall mean Commercial Lots, Residential Lots, and Condominium Units as the context may indicate, as those terms are defined in the Declaration and incorporated herein by reference.

Section 2.12. Majority. "Majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible votes.

Section 2.13. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.14. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.15. Member in Good Standing. "Member in Good Standing" shall mean (a) a Member who is not delinquent in the payment of any Assessment against the Member's Property or any interest, late charges, costs or reasonable attorney's fees added to such Assessment under the provisions of the dedicatory instruments (as defined by the Texas Property code) or as provided by law, (b) a Member who is not delinquent on payments made pursuant to a payment plan for Assessments, (c) a Member who does not have any condition on his Property which violates any dedicatory instrument which has progressed to the stage of a written notice of a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member's standing, (d) a Member who has not failed to pay any fine levied against the Member and/or the Member's Property pursuant to the dedicatory instruments, and (e) a Member who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular residence does not qualify as a Member in Good Standing, then all Occupants of such residence shall not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner shall not qualify as a Member in Good Standing as to all Lots owned by the Owner.

Section 2.16. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.17. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.18. Occupant. "Occupant" shall mean residents, tenants, lessees, guests, and invitees of any Lot within the Property for any period of time.

Section 2.19. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

Section 2.20. Property. "Property" shall mean and refer to that tract or parcel of land situated in Travis County, Texas which is more fully described in the Declaration.

ARTICLE III.
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership.

Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association, as more fully set forth in the Declaration and Articles of Incorporation, and specifically incorporated herein by reference.

Section 3.2. Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

Section 3.3. Annual Meetings.

Regular and special annual meetings shall be set by the Board.

Section 3.4. Special Meetings.

Special meetings of the Members may be called at any time by the President. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a Majority of a quorum of the Board or upon a petition signed by Members in Good Standing representing at least thirty-three percent (33%) or more of the votes of the Association. The notice of any special meeting shall state the date, time, place, and subject matter of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.5. Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, fax or other electronic media, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers calling the meeting. Such notice must contain a general description of the topics or issues to be discussed. Notice of any meeting of the Members that is included in a community newsletter that is distributed to all Members pursuant to the time frame set forth herein shall be considered proper notice. If an election or vote of the Members will occur outside of a meeting of the Members (i.e., absentee or electronic ballot),

then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that Member. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of meeting is first given.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his or her address as it appears on the records of the Association. One notice, addressed to multiple Members at the same address, shall suffice if more than one (1) Member resides at any address.

Section 3.6. Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed waiver by such Member of (i) notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order, and (ii) notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote. Further, casting a vote by any means authorized in these Bylaws, by a Member on any issue to be voted upon at the meeting shall be deemed a waiver by such Member of notice of the meeting.

Section 3.7. Adjournment of Meetings.

If any meeting of the Members cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a Majority of the Members who are present at such meeting, in person [or by proxy], may adjourn the meeting to a time not less than ten (10) nor more than sixty (60) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. All votes cast by Members prior to the originally called

meeting by proxy, or by any means authorized in these Bylaws, on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting at which a quorum is present; provided that a Member who cast a vote on an issue by proxy or by any means authorized in these Bylaws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. A Member may change his vote by attending the reconvened meeting in person, submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or changing the Member's vote by any means for voting authorized in these Bylaws. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Section 3.8. Quorum.

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total eligible votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, another meeting may be called, subject to the notice requirements herein, provided that the quorum requirement for each subsequent meeting shall be one-half (1/2) of the quorum requirement for the previous meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 3.9. Voting Rights.

The right to cast votes, and the number of votes which may be cast on all other matters to be voted upon by the Members, shall be in accordance with Section 3.03 of the Declaration, and such voting rights are incorporated herein by reference. Except as otherwise provided in the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Member thereof in writing. Any provision in the Association's governing documents that would disqualify a Member from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Member is void.

Section 3.10. Majority Vote, Withdrawal of Quorum.

When a quorum is present at any meeting of the Members, the vote of the holders of a Majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of a statute of the State of Texas, the Articles or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Members leaving less than a quorum.

Section 3.11. Conduct of Meetings.

The President, or his/her designee, shall preside over all meetings of the Association, and the Secretary, or his/her designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

Section 3.12. Methods of Voting.

In Person; Proxies; Absentee Ballots; Electronically. The voting rights of a Member may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by any method of representative or delegated voting provided by the Declaration. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this section.

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective, or by any earlier date or time specified in the notice of meeting. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy

with the latest date shall be valid. Proxies that are not delivered prior to the date or time of any meeting, if specified in the notice of meeting, shall not be valid.

Notwithstanding anything contained in these Bylaws to the contrary, a proxy may only be issued by a Member to another Member.

(b) **Absentee and Electronic Ballots.** The Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted on by the Members under these Bylaws by absentee or electronic ballot. An absentee or electronic ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal, and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective, or by any earlier date or time specified in the notice of meeting. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: *“By casting your vote via absentee ballot you will forego the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.”*

(ii) *Electronic Ballots.* “Electronic ballot” means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic

transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Section 3.13. Tabulation of and Access to Ballots.

A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to Section 3.14 may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to Section 3.14 shall be given access to any Association ballots.

Section 3.14. Recount of Votes.

Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the date of any meeting of Members at which the election was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered

withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE IV.

BOARD OF DIRECTORS: NUMBER; SELECTION; TERM OF OFFICE

Section 4.1. Governing Body; Composition.

The affairs of the Association shall be managed by a Board of Directors, each of whom

shall have one (1) vote. Directors may be elected at or prior to a meeting of the Members, as determined by the Board. With the exception of the Declarant, not more than one (1) representative of a corporation or other entity may serve on the Board at any given time. Notwithstanding anything contained herein to the contrary, if the Board is presented with written documented evidence that a director has been convicted of a felony or crime of moral turpitude within the last 20 years, that director is immediately ineligible to serve on the Board of Directors and is automatically considered removed from the Board, and prohibited from future service on the Board.

After the termination of the Development Period (as defined in the Declaration), all directors must be Members. However, so long as Declarant owns any portion of the Property, Board members are not required to be Members. In the case of a Member that is a corporation or partnership, the person designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 4.2. Number of Directors.

The number of directors in the Association shall be not less than three (3) nor more than seven (7). After the termination of the Development Period, the elected directors must be Members of the Association. Pursuant to Board resolution, the number of directors has been increased to seven (7), to be effectuated at the April 2016 election (set forth in detail below). After the recording of these Bylaws, the number of directors may be changed within the parameters set forth herein by amendment of the Bylaws. 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.

Upon the expiration of the initial one (1) year director terms for Board positions 1, 3, 5 and 7 in April 2017 (described in detail hereinafter), all Board positions will thereafter serve two (2) year terms. Board positions 1, 3, 5 and 7 (as described in detail hereinafter) will be elected in odd-numbered years, and Board positions 2, 4 and 6 (as described in detail hereinafter) will be elected in even-numbered years. Each director shall continue to hold office until his/her successor is appointed or elected and qualified.

In an election of directors by Members in which election there are more candidates than vacant positions and where two or more candidates receive the same number (i.e. the most) votes, the winner of the election shall be chosen by lot. The names of the candidates who have received the same number of votes shall be written on separate pieces of paper by the presiding officer of the meeting, the pieces of paper shall be folded by the presiding officer and placed in a container provided by the then-serving Board. The presiding officer shall ask for a volunteer Member from the audience of Members to pick any one piece of paper from the container and the person whose name is picked shall be declared the winner(s) of such election.

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, e-mailed 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.

December 2015 Appointment:

As of the recording of these Bylaws, the Board is comprised of four (4) non-Declarant directors (“Resident Directors”) (these Resident Director positions are referred to herein as positions 1, 2, 3 and 4) and two (2) Declarant directors (referred to herein as positions 5 and 6). On or about December 15, 2015, the two (2) Declarant directors in positions 5 and 6 shall resign, and Declarant will appoint two new Board members who will not be employees of the Declarant, which appointed members will serve until the April 2016 election.

April 2016 Election:

Effective on the date of the April 2016 election, the Board will be increased to seven (7) Directors (such additional position referred to herein as position 7), pursuant to Board resolution and as evidenced by the recording of these Bylaws. At the April 2016 election of directors, the two (2) Declarant directors in positions 5 and 6 will be automatically removed and replaced with Resident Directors duly elected by the Members. Additionally, positions 1, 2, 3 and 4 will also be up for election at the April 2016 election. As such, at the April 2016 election, seven new Resident Directors will be elected by the Members in order to fill Board positions 1, 2, 3, 4, 5, 6 and 7. After the April 2016 election, the Board will be comprised of seven (7) Resident Directors, in accordance with these Bylaws.

The Board is hereby vested with the authority to establish election districts for the Property. Election districts are hereby established for the Property, to be applicable beginning with the April 2016 election of directors and all such elections thereafter. There will be five (5) election districts within the Property, associated with Board positions 1 through 5, respectively. Each of the five (5) election districts will consist of the Lots comprising each such election district, as set forth on **Exhibit "A"**, attached hereto and incorporated herein by reference.

Only Members owning Lots within their respective election district may be a candidate for that particular election district and cast their votes for candidates running for the open Board position, if any, in that election district. Due to staggering of terms after the 2016 election, in any given year, a particular election district might not have an open Board position. By way of illustration and not limitation, Members owning Lots within election district 5 may be a candidate for the election district 5 position and only vote for candidates running for Board position 5; if position 5 is full, Members owning Lots in election district 5 may not cast their respective votes for candidates running in election districts 1, 2, 3 or 4. Similarly, even if Board position 5 is up for election, Members owning Lots in election district 5 may not cast their respective votes for candidates that they prefer in election districts 1, 2, 3 or 4.

In addition to the five (5) election districts, Board positions 6 and 7 shall be considered "at-large" positions, with position 7 serving an initial 1 year term (after election in April 2016) and position 6 serving a two (2) year term. Members owning Lots within the Property, regardless of their designated election district, may cast their respective votes for an at-large candidate. Following the example provided above, if Board position 5 was open for election, a Member owning a Lot in election district 5 could cast their one vote for a district 5 candidate, as well as their one vote for a candidate running for an at-large Board position. If Board position 5 was not up for election in a given year, Members in election district 5 could cast their respective vote for a candidate running for an at-large position.

Positions 1, 3, 5 and 7 will each serve an initial term of one (1) year. Positions 2, 4, and 6 will each serve terms of two (2) years. For the district candidates (Positions 1, 2, 3, 4, 5), the winning candidates with the two highest number of votes will be placed in Positions 2 and 4 and will have an initial two (2) year term. The next three winning district candidates will be placed in Positions 1, 3, and 5 and will have an initial one (1) year term. For the at large candidates (Positions 6 and 7), the winning candidate with the highest number of votes will be placed in Position 6 and have an initial two (2) year term. The second highest at large vote recipient will be placed in Position 7 and have an initial one (1) year term. At the expiration of the initial one (1) year terms for positions 1, 3, 5, and 7, these positions will thereafter have two (2) year terms.

April 2017 Election:

At the April 2017 election, Board positions 1, 3, 5 and 7 will be open for election, with each such position to serve two (2) year terms.

Section 4.4. Nomination of Directors.

Except for directors selected by the Declarant, the Board may establish a Nominating Committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. The Nominating Committee shall make as many nominations for election to the Board as it receives. Notwithstanding anything contained herein to the contrary, the Declarant may appoint the members of the Nominating Committee for the first election where directors are to be elected by the Members.

Regardless of whether a Nominating Committee is formed, Members may also nominate themselves by submitting a written nomination to the Board on or before a date to be determined by the Board.

Section 4.5. Removal of Directors and Vacancies.

A vacancy of an at-large director position created prior to the expiration of his/her 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 member's predecessor in office.

Any director elected by the Members at large (other than Declarant) may be removed, with or without cause, by two-thirds of the votes of Members (other than Declarant) 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. A director who was elected at large solely by the votes of Members other than the Declarant may be removed from office prior to the expiration of his or her term by two-thirds of the votes of Members (other than

the Declarant), present in person or by proxy at a meeting at which a quorum is present. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director appointed by the Declarant may only be removed by the Declarant.

After the April 2016 election of directors, a vacancy created in Board position 1, 2, 3, 4, or 5 that was created prior to the expiration 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 such a vacancy must be an Owner of a Lot within the district to which s/he is appointed for the unexpired term of the member's predecessor in office.

After the May 2016 election of directors, a director who was elected to Board position 1, 2, 3, 4 or 5 by the Members within such directors respective election district, may be removed from office prior to the expiration of his or her term only by two-thirds of the votes of Members of that district (other than the Declarant), present in person or by proxy at a meeting at which a quorum is present. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

If any director (other than a director appointed by the Declarant) 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 the Majority of the remaining directors, regardless of whether that Majority is less than a quorum. A director so appointed to fill such a vacancy must be an Owner of a Lot within the district to which s/he is appointed for the unexpired term of the member's predecessor in office.

ARTICLE V.

MEETINGS OF DIRECTORS

Section 5.1. Organizational Meetings.

The first meeting of the Board following each annual meeting of the Members shall be held within sixty (60) days thereafter at such time and place as shall be fixed by the Board.

Section 5.2. Board Meetings.

A Board meeting means a deliberation between a quorum of the voting directors or between a quorum of the voting directors and another person, during which Association business

is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

During the Development Period, Board meetings must be open to the Members only if the meeting is conducted for the purpose of:

1. Adopting or amending the governing documents, including declaration, Bylaws, rules and regulations of the Association;
2. Increasing the amount of regular assessments of the Association or adopting or increasing a special assessment;
3. Electing non-developer directors, or establishing a process by which those Members are elected;
4. Changing the voting rights of Members of the Association.

Section 5.3. Notice of Board Meetings.

Notice to the Members of the date, hour, place and general subject of regular or special Board meetings, including a general description of any matter to be brought up for deliberation in executive session, shall be:

1. mailed to each Member not later than 10th day or earlier than 60th day before the date of the meeting; or
2. provided at least 72 hours before start of the meeting by:
 - a. posting in conspicuous manner reasonably designed to provide notice to the Members;
 - i. in a place located on the Association's common property, or on Member's property with their consent, or other property within the subdivision; or
 - ii. on any internet website maintained by the Association or other internet media; and
 - b. sending notice by e-mail to each Member who has registered an email address with the Association.
3. it is the Member's duty to keep an updated e-mail address registered with the Association.

If the Board recesses to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this provision. If the meeting is continued to the next business day, and the Board again continues the meeting to another day, the Board shall give notice of continuation in at least

one of the manners described above, within two (2) hours after adjourning the meeting being continued.

Aside from meeting in person, the Board of Directors may also participate in and hold a regular or special meeting by means of:

1. conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
2. another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - a. each Director entitled to participate in the meeting consents to the meeting being held by means of that system;
 - b. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other Director;
 - c. all Directors may hear and be heard by every other Director;
 - d. except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
 - e. the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection iv above.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet shall constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

After the expiration of the Development Period, the Board may not, without prior notice to Members, consider or vote on any of the following issues:

1. Fines;

2. Damage assessments;
3. Initiation of foreclosure actions;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increases in assessments;
6. Levying of special assessments;
7. Appeals from a denial of architectural approval;
8. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue.
9. Lending or borrowing money;
10. The adoption or amendment of a dedicatory instrument;
11. The approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;
12. The sale or purchase of real property;
13. The filling of a vacancy on the Board;
14. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
15. The election of an officer.

Section 5.4. Special Meetings.

Special meetings of the Board shall be held when called by written notice issued at the request of the President of the Board or by written resolution of a Majority of a quorum of the Board. Notice shall be given to the Members as set out in hereinabove.

Section 5.5. Waiver of Notice.

The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 5.6. Quorum of Board of Directors.

At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting subject to the notice requirements set forth herein. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 5.7. Compensation.

No director shall receive any compensation from the Association for acting as such; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Provided however, the Board can adopt a policy setting a value under which anything received is not considered compensation.

Section 5.8. Conduct of Meetings.

The President, or his/her designee, shall preside over all meetings of the Board, and the Secretary, or his/her designee, shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 5.9. Open Meetings.

After termination of the Development Period, regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session. Regarding all open meetings, whether such open meeting occurs during the Development Period or thereafter, Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Section 5.10. Executive Session.

The Board may close a portion of its meetings for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

ARTICLE VI.
POWERS OF THE BOARD

Section 6.1. Powers.

The Board shall be responsible for the affairs of the Association and shall have all of the powers necessary for the administration of the Association's affairs.

The Board may delegate to one (1) or more of its directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the authority created in these Bylaws, Texas law or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to establish policies relating to, and for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparing and adopting of annual budgets;
- (b) making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for special assessments;
- (c) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (d) providing for the operation, care, upkeep and maintenance of all Master Common Areas (as that term is defined in the Declaration), including entering into a contract to provide for such operation, care, upkeep and maintenance;
- (e) making or contracting for the making of repairs, additions, and improvements to or alterations of the Master Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its Property and the Master Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (g) making and amending rules and regulations and promulgating, implementing and collecting fines for violations and/or collecting fees related to enforcement of

the rules and regulations, the Declaration, and all dedicatory instruments (as that term is defined in the Texas Property Code) for the Steiner Ranch development;

(h) opening of bank accounts on behalf of the Association and designating the signatories required;

(i) enforcing by legal means the provisions of the Declaration, including the provisions concerning architectural control, these Bylaws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, property addresses and mailing addresses of all Members;

(n) making available upon request to any prospective purchaser, any Owner, any purchase money Mortgagee, and the holders, insurers, and guarantors of a purchase money Mortgage on any property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing such property and all other books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge;

(o) permitting utility suppliers to use portions of the Master Common Areas reasonably necessary to the ongoing development or operation of the Property;

(p) compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Association; and

(q) commence or defend any litigation in the Association's name with respect to the Association or any Association property.

Section 6.2. Management.

The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 6.3. Accounts and Reports.

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed.
- (b) Accounting and controls should conform to generally accepted accounting principles.
- (c) No remuneration without full disclosure and prior agreement of the Board, or as contained in a written management contract, shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise. Provided however, the Board can adopt a policy setting a value under which anything received is not considered remuneration.
- (d) Any financial or other interest that any director, or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.
- (e) Commencing at the end of the month in which the first Lot is sold and closed, financial reports may be prepared for the Association monthly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.

(g) An annual report consisting of at least the following shall be made available at the annual meeting of Members to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

Section 6.4. Borrowing.

The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Master Common Areas or for any other proper purpose without the approval of the Members of the Association. The Board, on behalf of the Association, may pledge the Association's Assessments and assign the Association's lien rights as collateral for any loan obtained by the Board on behalf of the Association.

Section 6.5. Rights of the Association.

With respect to the Master Common Areas and in accordance with the Articles of Incorporation and the Declaration, the Board shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other neighborhood owner or resident associations, both within and without the Property. Such agreements shall require the consent of a Majority of the total number of non-interested directors of the Board.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause. Such notice of termination must be submitted in writing, with receipted delivery confirmation, to all parties to the contract, lease or other agreement.

Section 6.6 Enforcement.

After notice and an opportunity to be heard, if same is required by law, the Board shall have the power to impose reasonable fines, and to suspend an Owner's right to use the Master Common Areas for violation of any duty imposed under the Declaration, these Bylaws, or any

rules and regulations duly adopted by the Board; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Lot. In addition, the Board shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owners of such Lot is more than thirty (30) days delinquent in paying any Assessment due to the Association. In the event that an Occupant or Owner violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the Occupant and/or Owner; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay to the Association certain charges and Assessments, including such charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, rules and regulations, or Board policies, shall be assessed against the Owner and the Lot, and shall become part of the Assessments due on the Lot. Such costs, expenses, and fees include, but are not limited to:

- (a) actual expenses, including attorney fees and court costs;
- (b) a Late Processing Fee may be set annually by the Board, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- (d) a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;
- (e) an Administrative Fee which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4)

preparing and mailing introductory information regarding the Subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;

(f) a Refinance Fee which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association; and

(g) a reasonable fee to assemble, copy, deliver and update a Resale Certificate.

Any such Assessment or charge that is not paid when due shall be delinquent. All payments shall be applied pursuant to the collection policy adopted by the Board.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

ARTICLE VII.

OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices.

The officers of the Association shall be a President, who shall at all times be a member of the Board, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution, with such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) offices may be held by the same person, except the offices of President and Secretary.

Section 7.2. Election of Officers.

The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term.

The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 7.4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal.

Any officer may be removed from office, but not as a director of the Board, with or without cause by a Majority vote of the Board whenever in its judgment the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. For the purposes of this section, written resignation to the Board may be accomplished by facsimile, electronic transmission, certified mail, or receipted hand delivery.

Section 7.6. Vacancies.

A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Powers and Duties.

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 7.8. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board.

ARTICLE VIII.
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board shall be vested with advisory powers only and are not authorized to act on behalf of the Board.

ARTICLE IX.
BOOKS AND RECORDS

The inspection, production, and copying of the records of the Association, shall be made pursuant to the Records Inspection, Copying and Retention Policy adopted by the Board.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

ARTICLE X.
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XI
AMENDMENTS

Section 11.1. Amendment.

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority of the Board. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 11.2. Conflict.

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the fullest extent permitted by applicable law, the Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association shall not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and Association, at Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel, provided,

however, that Indemnitees shall have the right, at their own option, to be represented therein by advisory counsel of their own selection and at their own expense.

In the event of the failure by Association to fully perform its obligations in accordance with this Section, Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform, but all costs and expenses so incurred by Indemnitees in that event shall be reimbursed by the Association to Indemnitees, together with interest, on the same from the date any such expense was paid by Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or if no maximum rate is applicable, at the rate of eighteen percent (18%) per annum). The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

ARTICLE XII. **MISCELLANEOUS**

Section 12.1. Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 12.2. Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may, but is not required to, govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 12.3. Notices.

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

(a) if to a Member at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, to the Board, or to the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 12.4. Business Judgment Rule.

Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the procedures set forth in the Declaration, Articles of Incorporation, the laws of the State of Texas, and/or these Bylaws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the director, officer, or committee member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the director, officer or committee member. A court shall not re-examine the quality of the decisions made by the director, officer, or committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer, or committee member believes to be the best interest of the corporation.

Section 12.5. Owner Conflict.

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Declaration, the Articles of Incorporation for the Association, rules and regulations promulgated by the Association, duly adopted Board policies, or these Bylaws, and/or the amount of delinquent Assessments, that Owner may not participate in any Association meeting or activity subject to any applicable parameters set forth in Section 209.0059 of the Texas Property Code, or its successor statute. Additionally, after notice and an opportunity to be heard if required by law, an Owner's right to vote and use of facilities may be withheld to the extent allowed by law.

Section 12.6. Jurisdiction and Venue.

The provisions in these Bylaws shall be governed by and enforced in accordance with the laws of the State of Texas. Venue shall be in Travis County, Texas.

Section 12.7 Security.

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, 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, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT 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 FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 12.8. Occupants Bound.

All provisions of the dedicatory instruments (as that term is defined in the Texas Property Code) applicable to the Property and Owners, shall also apply to all Occupants of any Lot or dwelling. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and

not be allowed to return to the Development and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

Section 12.9. View Impairment.

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Master Common Area, reserves or open space within the Development will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Master Common Area. The Association shall have the right to add trees and other landscaping to the Master Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

[SIGNATURE PAGES FOLLOW]

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of Steiner Ranch Master Association, Inc., a Texas non-profit corporation;

That the foregoing Bylaws constitute the Second Amended and Restated Bylaws of said Association, as adopted by at least a majority of the directors at a meeting of the Board of Directors where a quorum was present held on the 24 day of NOVEMBER, 2015.

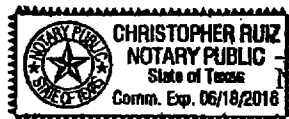
IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 24 day of NOVEMBER, 2015.

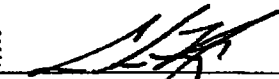

TARA HOLLERAN, Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, on this day personally appeared TARA HOLLERAN, the Secretary of Steiner Ranch Master Association, Inc. known by 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 purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 24 day of NOVEMBER, 2015.





Notary Public - State of Texas

JOINDER BY DECLARANT

WHEREAS, the undersigned, being the Declarant, hereby joins and consents to these Second Amended and Restated Bylaws for Steiner Ranch Master Association, Inc.

Signed this the 31 day of December, 2015.

DECLARANT:

TAYLOR MORRISON OF TEXAS, INC.

By: [Signature]

Print Name: Timothy Towell

Title: VICE PRESIDENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 31st day of December, 2015, by Timothy Towell the Vice President of Taylor Morrison of Texas, Inc., a Texas Corporation, on behalf of said entity.



[Signature]
Notary Public - State of Texas

EXHIBIT "A"

Five (5) Voting Districts

Voting Districts - 5

Neighborhood	# of Homes
--------------	---------------

District 1

UT Golf Community	500
The Fairways	88
Casitas	20
Beverly Ridge	13
Lakeview	55
The View	20
	696

District 2

Bellagio Estates	30
Headlands	216
Estates of Westridge	132
Majestic Oaks	252
Longhorn Canyon	29
Hills of Westridge	54
Total	713

District 3

Canyon Glen	160
Parkside	155
River Heights Overlook	108
Towne Hollow	124
Shire Ridge	86
River Heights Grove	45
Total	678

District 4

Lakewood Hills	71
Las Brisas	87
Rio Mesa	120
Summer Vista	185
Savannah Point	68
Savannah	247
Total	778

District 5

The Bluffs	49
The Grove	84
Santaluz	89
Sierra Vista	37
Monterey	96
Belcara	42
Palisades	143
Emerald Ridge	99
Mediterra	122
Tierra Grande	70
Total	782



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 11 2016 09:49 AM

FFF- \$ 186.00 2016003167

**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, 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) Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (2) Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (3) Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (4) Third Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.

- (5) Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (6) Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (7) Sixth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (8) Seventh Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (9) Eighth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (10) Ninth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (11) Tenth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (12) Steiner Ranch Eleventh Amendment to Master Declaration of Covenants, Conditions and Restrictions.
- (13) Steiner Ranch Twelfth Amendment to Master Declaration of Covenants, Conditions and Restrictions.
- (14) Development Area Declaration of Covenants, Conditions and Restrictions [Canyon Glen].
- (15) Steiner Ranch [Golf Course Residential] Development Area Declaration.
- (16) Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential] Adding Phase One, Section 10D.
- (17) Steiner Ranch Development Area Declaration [Lot 1, Block B, MU-11 Final Plat].
- (18) Development Area Declaration of Covenants, Conditions and Restrictions [Majestic Oaks].
- (19) Steiner Ranch [McCormick Ranch] Development Area Declaration.
- (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) Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista] Development Area Declaration of Covenants, Conditions and Restrictions.
- (24) First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista].
- (25) Steiner Ranch River Dance, Phase Two Development Area Declaration.
- (26) Steiner Ranch River Dance, Phase 3 Development Area Declaration.

- (27) Steiner Ranch River Dance, Phase 4 [Lots 1 through 10, Block C and Lots 1 through 60, Block F].
- (28) Steiner Ranch River Dance, Phase 5 Development Area Declaration.
- (29) Steiner Ranch River Dance, Phase 6A Development Area Declaration.
- (30) Steiner Ranch [River Dance, Phase 6A] Notice of Applicability.
- (31) Steiner Ranch River Dance, Phase Six-B Development Area Declaration.
- (32) Steiner Ranch River Dance, Phase Seven-A Development Area Declaration.
- (33) Steiner Ranch River Dance, Phase Seven-B Development Area Declaration.
- (34) Steiner Ranch [River Heights Grove] Development Area Declaration.
- (35) Steiner Ranch [River Heights Overlook] Development Area Declaration.
- (36) Steiner Ranch Phase One, Section 9 (Phases A, B, & D) [Savannah] Development Area Declaration.
- (37) Steiner Ranch Phase One, Section 9 (Phase C) [Savannah Point] Development Area Declaration.
- (38) Steiner Ranch Phase One, Section 6D [Shire Ridge] Development Area Declaration.
- (39) Steiner Ranch Phase One, Section 7A [Summer Vista] Development Area Declaration.
- (40) Development Area Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Phase One, Section 4C.
- (41) Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76 Block A and Lot 2 through 52, Block B Development Area Declaration.
- (42) Development Area Declaration of Covenants, Conditions and Restrictions [Westridge].

b. Recording Information:

- (1) Volume 13008, Page 0756, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (2) Travis County Clerk's File No. 2000143255.
- (3) Travis County Clerk's File No. 2002057508.
- (4) Travis County Clerk's File No. 2004027474.
- (5) Travis County Clerk's File No. 2004036580.
- (6) Travis County Clerk's File No. 2004092278.
- (7) Travis County Clerk's File No. 2005091740.
- (8) Travis County Clerk's File No. 2005163691.
- (9) Travis County Clerk's File No. 2005231870.
- (10) Travis County Clerk's File No. 2006019332.

- (11) Travis County Clerk's File No. 2006244529.
- (12) Travis County Clerk's File No. 2011002035.
- (13) Travis County Clerk's File No. 2012062843.
- (14) Volume 13193, Page 0051, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (15) Travis County Clerk's File No. 2004036584.
- (16) Travis County Clerk's File No. 2009011306.
- (17) Travis County Clerk's File No. 2013097635.
- (18) Volume 13330, Page 0335, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (19) Travis County Clerk's File No. 2014065026.
- (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. 2003170267.
- (24) Travis County Clerk's File No. 2010068869.
- (25) Travis County Clerk's File No. 2006071642.
- (26) Travis County Clerk's File No. 2007005360.
- (27) Travis County Clerk's File No. 2007167596.
- (28) Travis County Clerk's File No. 2008090148.
- (29) Travis County Clerk's File No. 2007196456.
- (30) Travis County Clerk's File No. 2007196452.
- (31) Travis County Clerk's File No. 2008203368.
- (32) Travis County Clerk's File No. 2008194929.
- (33) Travis County Clerk's File No. 2008203370.
- (34) Travis County Clerk's File No. 2005083095.
- (35) Travis County Clerk's File No. 2005095779.
- (36) Travis County Clerk's File No. 2002226635.
- (37) Travis County Clerk's File No. 2005213597.
- (38) Travis County Clerk's File No. 2004044397.
- (39) Travis County Clerk's File No. 2005232066.
- (40) Volume 13009, Page 0380, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (41) Travis County Clerk's File No. 2003134267.
- (42) Travis County Clerk's File No. 2001035685.

- 5. Name and Mailing Address of the Association: The name and mailing address of the Association is Steiner Ranch Master Association, Inc., 12550 Country Trails Lane, Austin, Texas 78732.
- 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: Randy Schmaltz, Executive Director, 12550 Country Trails Lane, Austin, Texas 78732.
- 7. Telephone Number to Contact the Association: The telephone number to contact Steiner Ranch Master Association, Inc. is 512-266-7553.

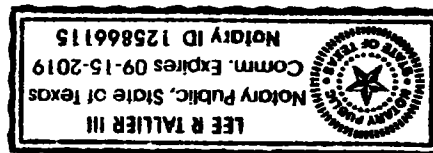
Executed on this 2nd day of August, 2016.

STEINER RANCH MASTER
ASSOCIATION, INC.

By: Bill Menzies
Bill Menzies, President

*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 2nd day of August, 2016 personally appeared Bill Menzies, 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 he executed the same for the purpose and in the capacity therein expressed.

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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

August 03 2016 09:30 AM

FFB \$ 46.00 2016126488

529RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

STEINER RANCH

NOTICE OF DECLARANT ARCHITECTURAL COMMITTEE AND APPOINTMENT OF DECLARANT ARCHITECTURAL COMMITTEE MEMBERS

Travis County, Texas

DECLARANT: KLP PARTNERS, LTD., a Texas limited partnership

Cross reference to (i) Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded as Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended; and (ii) Partial Assignment of Declarant Rights for Steiner Ranch, recorded as Document No. 2016217059, in the Official Public Records of Travis County, Texas.

STEINER RANCH
NOTICE OF DECLARANT ARCHITECTURAL COMMITTEE AND
APPOINTMENT OF DECLARANT ARCHITECTURAL COMMITTEE MEMBERS

This Notice of Declarant Architectural Committee and Appointment of Declarant Architectural Committee Members (the "Notice") is made and executed by KLP PARTNERS, LTD., a Texas limited partnership (the "Declarant"), and is as follows:

1. **Authority.** Pursuant to that certain, Partial Assignment of Declarant Rights for Steiner Ranch, recorded as Document No. 2016217059, in the Official Public Records of Travis County, Texas, Declarant holds certain rights as "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded as Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended (the "Master Declaration").
2. **Declarant Architectural Committee.** Pursuant Section 6.03 of the Master Declaration, the Declarant hereby establishes a Declarant Architectural Committee.
3. **Members.** Pursuant to Section 6.03(b) of the Master Declaration, Declarant reserved the right to appoint and remove (with or without cause), at any time, all members of the Declarant Architectural Committee. Declarant hereby appoints Darrell Spaulding, Ted Mecklin and Koren Bowie to serve as the members of the Declarant Architectural Committee pursuant to the terms and provisions of the Master Declaration.
4. **Capitalized Terms.** All capitalized terms used and not otherwise defined in this instrument shall have the meanings subscribed to such terms in the Master Declaration.

EXECUTED TO BE EFFECTIVE as of the 11th day of April, 2017.

DECLARANT:

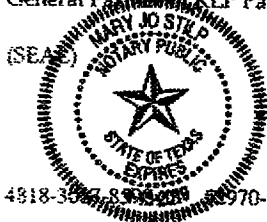
KLP PARTNERS, LTD., a Texas limited partnership

By: KLP Management, Inc., a Texas corporation, its
General Partner

By: [Signature]
Printed Name: Darrell Spaulding
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th day of April, 2017, by Darrell Spaulding, Vice President of KLP Management, Inc., a Texas corporation, General Partner of KLP Partners, Ltd., a Texas limited partnership, on behalf of said entities.



[Signature]
Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 12 2017 08:30 AM

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. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. 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 2.a. and 2.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.
 - b. Steiner Ranch, a subdivision in Travis County, described by metes and bounds in Exhibit "A" attached to the document described below under 2.a.(1) and 2.b.(1) and any amendments or supplements thereto.
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
 - (2) Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
 - (3) Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
 - (4) Third Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
 - (5) Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
 - (6) Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.

- (7) Sixth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (8) Seventh Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (9) Eighth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (10) Ninth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (11) Tenth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (12) Steiner Ranch Eleventh Amendment to Master Declaration of Covenants, Conditions and Restrictions.
- (13) Steiner Ranch Twelfth Amendment to Master Declaration of Covenants, Conditions and Restrictions.
- (14) Development Area Declaration of Covenants, Conditions and Restrictions [Canyon Glen].
- (15) Steiner Ranch [Golf Course Residential] Development Area Declaration.
- (16) Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential] Adding Phase One, Section 10D.
- (17) Steiner Ranch Development Area Declaration [Lot 1, Block B, MU-11 Final Plat].
- (18) Development Area Declaration of Covenants, Conditions and Restrictions [Majestic Oaks].
- (19) Steiner Ranch [McCormick Ranch] Development Area Declaration.
- (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) Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista] Development Area Declaration of Covenants, Conditions and Restrictions.
- (24) First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista].
- (25) Steiner Ranch River Dance, Phase Two Development Area Declaration.
- (26) Steiner Ranch River Dance, Phase 3 Development Area Declaration.
- (27) Steiner Ranch River Dance, Phase 4 [Lots 1 through 10, Block C and Lots 1 through 60, Block F].
- (28) Steiner Ranch River Dance, Phase 5 Development Area Declaration.

- (29) Steiner Ranch River Dance, Phase 6A Development Area Declaration.
- (30) Steiner Ranch [River Dance, Phase 6A] Notice of Applicability.
- (31) Steiner Ranch River Dance, Phase Six-B Development Area Declaration.
- (32) Steiner Ranch River Dance, Phase Seven-A Development Area Declaration.
- (33) Steiner Ranch River Dance, Phase Seven-B Development Area Declaration.
- (34) Steiner Ranch [River Heights Grove] Development Area Declaration.
- (35) Steiner Ranch [River Heights Overlook] Development Area Declaration.
- (36) Steiner Ranch Phase One, Section 9 (Phases A, B, & D) [Savannah] Development Area Declaration.
- (37) Steiner Ranch Phase One, Section 9 (Phase C) [Savannah Point] Development Area Declaration.
- (38) Steiner Ranch Phase One, Section 6D [Shire Ridge] Development Area Declaration.
- (39) Steiner Ranch Phase One, Section 7A [Summer Vista] Development Area Declaration.
- (40) Development Area Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Phase One, Section 4C.
- (41) Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76 Block A and Lot 2 through 52, Block B Development Area Declaration.
- (42) Development Area Declaration of Covenants, Conditions and Restrictions [Westridge].

b. Recording Information:

- (1) Volume 13008, Page 0756, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (2) Travis County Clerk's File No. 2000143255.
- (3) Travis County Clerk's File No. 2002057508.
- (4) Travis County Clerk's File No. 2004027474.
- (5) Travis County Clerk's File No. 2004036580.
- (6) Travis County Clerk's File No. 2004092278.
- (7) Travis County Clerk's File No. 2005091740.
- (8) Travis County Clerk's File No. 2005163691.
- (9) Travis County Clerk's File No. 2005231870.
- (10) Travis County Clerk's File No. 2006019332.
- (11) Travis County Clerk's File No. 2006244529.
- (12) Travis County Clerk's File No. 2011002035.
- (13) Travis County Clerk's File No. 2012062843.

- (14) Volume 13193, Page 0051, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (15) Travis County Clerk's File No. 2004036584.
- (16) Travis County Clerk's File No. 2009011306.
- (17) Travis County Clerk's File No. 2013097635.
- (18) Volume 13330, Page 0335, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (19) Travis County Clerk's File No. 2014065026.
- (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. 2003170267.
- (24) Travis County Clerk's File No. 2010068869.
- (25) Travis County Clerk's File No. 2006071642.
- (26) Travis County Clerk's File No. 2007005360.
- (27) Travis County Clerk's File No. 2007167596.
- (28) Travis County Clerk's File No. 2008090148.
- (29) Travis County Clerk's File No. 2007196456.
- (30) Travis County Clerk's File No. 2007196452.
- (31) Travis County Clerk's File No. 2008203368.
- (32) Travis County Clerk's File No. 2008194929.
- (33) Travis County Clerk's File No. 2008203370.
- (34) Travis County Clerk's File No. 2005083095.
- (35) Travis County Clerk's File No. 2005095779.
- (36) Travis County Clerk's File No. 2002226635.
- (37) Travis County Clerk's File No. 2005213597.
- (38) Travis County Clerk's File No. 2004044397.
- (39) Travis County Clerk's File No. 2005232066.
- (40) Volume 13009, Page 0380, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (41) Travis County Clerk's File No. 2003134267.
- (42) Travis County Clerk's File No. 2001035685.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Travis County, Texas:

a. Document:

- (1) Steiner Ranch Adoption of Working Capital Assessment.
- (2) Steiner Ranch Adoption of Working Capital Assessment and Addition of Designated Beneficiary of Limited Common Area to LCA Working Capital Assessment.
- (3) Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc.
- (4) Steiner Ranch Community Manual.

- (5) Steiner Ranch Master Association, Inc. Residential Design Guidelines Manual.
- (6) Steiner Ranch Master Association, Inc. Amendment to Residential Design Guidelines Manual.
- (7) Steiner Ranch Master Association, Inc. Amendment to Design Guidelines/Supplemental Conditions Golf Course Residential [Phase One, Section 10B].
- (8) Steiner Ranch Master Association, Inc. Amendment to Design Guidelines/Supplemental Conditions Golf Course Residential [Phase One, Section 10A].
- (9) Steiner Ranch Master Association, Inc. Amendment to Design Guidelines/Supplemental Conditions [Parkside].
- (10) Steiner Ranch Master Association, Inc. Amendment to Design Guidelines/Supplemental Conditions [River Dance, Phase 3].
- (11) Steiner Ranch Master Association, Inc. Second Amendment to Design Guidelines/Supplemental Conditions [River Dance, Phase 4].
- (12) Steiner Ranch Master Association, Inc. First Amendment to Design Guidelines/Supplemental Conditions [River Dance, Phase 5].
- (13) Steiner Ranch Master Association, Inc. First Amendment to Design Guidelines/Supplemental Conditions [River Dance, Phase 6A].

b. Recording Information:

- (1) Travis County Clerk's File No. 2006244530.
- (2) Travis County Clerk's File No. 2014027085.
- (3) Travis County Clerk's File No. 2016003167.
- (4) Travis County Clerk's File No. 2012017394.
- (5) Travis County Clerk's File No. 2007042877.
- (6) Travis County Clerk's File No. 2010081885.
- (7) Travis County Clerk's File No. 2004152317.
- (8) Travis County Clerk's File No. 2004152316.
- (9) Travis County Clerk's File No. 2007067785.
- (10) Travis County Clerk's File No. 2007017183.
- (11) Travis County Clerk's File No. 2008080245.
- (12) Travis County Clerk's File No. 2008107141.
- (13) Travis County Clerk's File No. 2009028897.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraphs 2 and 3 above, the following document is a Dedicatory Instrument governing the Association:

- a. Oak Wilt Policy for Steiner Ranch Master Association, Inc.

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

This 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 Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 26th day of April, 2017.

STEINER RANCH MASTER
ASSOCIATION, INC.

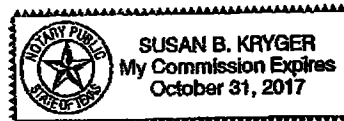
By: _____

Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26th day of April, 2017 personally appeared Cliff Davis, 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



OAK WILT POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, RON LEVIN, 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 20th day of February 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Oak Wilt Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Article III, Section 3.04(A) of the Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch filed in the Official Public Records of Real Property of Travis County, Texas in Volume 13008, Page 0756, *et seq.*, as amended (the "Declaration") authorizes the Association's Board of Directors to promulgate or modify rules, regulations, and Bylaws, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association.

2. Article VI, Section 6.1(d) of the Association's Seconded Amended and Restated Bylaws provides the Board has the power to establish policies relating to providing for the operation, care, upkeep and maintenance of all Master Common Areas, including entering into a contract to provide for such operation, care, upkeep and maintenance.

3. The Board of Directors of the Association desires to adopt an oak wilt policy to keep the Development attractive for the enjoyment of the Owners and residents and for the protection of property and property values.

4. This Oak Wilt Policy ("Policy") replaces and supersedes any previous oak wilt policy, if any, adopted by the Association.

5. All capitalized terms in this Policy will have the same meanings as that ascribed to them in the Declaration.

POLICY:

The Association, through its Board of Directors, has and may exercise discretionary authority concerning restrictive covenants, rules, and regulations in the Development. The Board of Directors desires to adopt a policy relating to oak wilt as follows:

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, Southern 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".
- 1.2. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. For further identification see Exhibit "A". 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 when possible from July 1st to January 1st. Pruned trees and/or wounds must be immediately protected with tree paint (i.e., Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.
- 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 the Association will be final.
- 3.2. Fines. The Association may impose fines for violation of the provisions of this Policy pursuant to the procedures of the Association's Fine and Enforcement Policy.

- 3.3. Legal Action. The Association 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.
- 3.4. Disclaimer. This policy and the exhibits attached hereto are not a substitute for the consultation and recommendations of an arborist professional. The Association strongly encourages the consultation of an arborist professional in the event of Oak Wilt. The Association accepts no liability for any information contained in this policy and the exhibits attached hereto.

I hereby certify that I am the acting Secretary of the Association and that the foregoing Oak Wilt 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 30 day of March, 2017.

STEINER RANCH MASTER ASSOCIATION, INC.

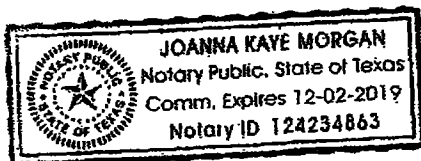
By: Ron Levin

Printed: Ron Levin

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 30 day of March, 2017 personally appeared Ron Levin, 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/she executed the same for the purpose and in the capacity therein expressed.



Joanna Kaye Morgan
Notary Public in and for the State of Texas

How to Identify and Manage Oak Wilt in Texas



texasoakwilt.org

Updated 2014
Texas A&M
Forest Service
How-To 519.1

On 20 July 2000, the British Consulate in Hong Kong issued a statement to the press, stating that the British Government had received information that the Chinese Government had ordered the arrest of the British citizens in Hong Kong. The British Government was concerned that the Chinese Government was attempting to interfere with the judicial process in Hong Kong. The British Government was also concerned that the Chinese Government was attempting to interfere with the rights of the British citizens in Hong Kong. The British Government was also concerned that the Chinese Government was attempting to interfere with the rights of the British citizens in Hong Kong.



Polymyopathic patterns of neuromyography and the presence of myotonic discharges can be used to indicate a toxic etiology. However, laboratory isolation of the fungus is recommended for confirmation of the diagnosis. A trained expert would be consulted when in doubt.

[illegible]

On the well-documented confirmation of the role of the fungus from diseased aspart in the laboratory, samples can be examined in the Texas Plant Disease Diagnostic Laboratory, 1570 Research Parkway, Suite A130, Texas A&M University, Research Park, College Station, TX 77843. Send a photograph, leaflet, and/or plant sample for analysis to: Dr. Robert T. Dean, Plant Disease Diagnostic Laboratory, Texas A&M University, College Station, TX 77843.

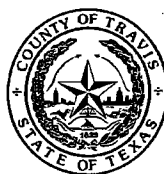


Establishment of New Functions

[illegible]

The effectiveness of many interventions to reduce risk will depend on the extent to which they are able to change the social norms that underpin risk behaviour. This is because social norms determine what is considered acceptable behaviour, and what is not. Changing social norms, then, can help to change the behaviour of individuals, and this in turn can help to change the behaviour of others, and so on, in a virtuous cycle. For example, if a community of people believes that it is acceptable to drink and drive, then many individuals will drink and drive. If, however, the community believes that it is not acceptable to drink and drive, then many individuals will not drink and drive. This is why interventions that aim to change social norms can be so effective in reducing risk behaviour.

[illegible]



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

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

April 26 2017 12:53 PM

FFC \$ 70.00 2017066085



AFTER RECORDING RETURN TO:

ROBERT D. BURTON
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

STEINER RANCH

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Travis County, Texas

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINER RANCH, RECORDED AS VOLUME 13008, PAGE 756, ET. SEQ., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED.

DECLARANT: KLP PARTNERS, LTD., a Texas limited partnership

STEINER RANCH

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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**AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
STEINER RANCH**

This Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch (the "Declaration") is made by KLP PARTNERS, LTD., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Pursuant to that certain Assignment of Declarant's Rights, executed on December 27, 2016, and recorded as Document No. 2016217059, in the Official Public Records of Travis County, Texas, KLP Partners, Ltd., a Texas limited partnership, is the "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded as Volume 13008, Page 756, et. seq., in the Official Public Records of Travis County, Texas, as amended by that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2000143255, in the Official Public Records of Travis County, Texas, that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2002057508, in the Official Records of Travis County, Texas, that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2004027474, in the Official Public Records of Travis County, Texas, that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2004036580, in the Official Public Records of Travis County, Texas, that certain Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document 2004092278, in the Official Public Records of Travis County, Texas, that certain Sixth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2005091740 in the Official Public Records of Travis County, Texas, that certain Seventh Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2005163691 in the Official Public Records of Travis County, Texas, that certain Eighth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2005231870 in the Official Public Records of Travis County, Texas, that certain Ninth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2006019332 in the Official Public Records of Travis County, Texas, that certain Tenth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2006244529 in the Official Public Records of Travis County, Texas, that certain Eleventh Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2011002035 in the Official Public Records of Travis County, Texas, that certain Twelfth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document

No. 2012062843 in the Official Public Records of Travis County, Texas, and that certain Thirteenth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document No. 2016213448 in the Official Public Records of Travis County, Texas (collectively, the "Original Declaration").

B. Section 8.03 of the Original Declaration provides that the Original Declaration may be amended by the Declarant, acting alone, by recording in the Official Public Records of Travis County, Texas, an instrument setting forth the amendment executed and acknowledged by the Declarant.

C. Certain real property located in Travis County, Texas, has previously been made subject to the Original Declaration pursuant to one or more notices of applicability recorded in the Official Public Records of Travis County, Texas, in accordance with Section 9.05 of the Original Declaration (the "Original Development").

D. The Original Development, which was heretofore subjected to the Original Declaration, shall be subject to this Declaration at the time of its recordation, and will constitute a portion of the Development (as defined below) and be governed by and fully subject to this Declaration, along with any applicable Development Area Declaration (as defined below).

E. Portions of the Retained Property (as defined below) may be made a part of the Property upon Declarant's recording of a notice of addition of land pursuant to Section 9.03 below and may be made part of the Development upon Declarant's recording of one or more notices of applicability pursuant to Section 9.05 below, and, once such notices of applicability have been recorded pursuant to Section 9.05, the Retained Property described therein shall constitute a part of the Development (as defined below) and shall be governed by and fully subject to this Declaration, and the Development in turn may be comprised of separate Development Areas (as defined below) which shall be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Declaration.

F. The SRROA Property (as defined below) may be made part of the Development pursuant to Section 8.18 below. If the SRROA Property is made a part of the Development pursuant to Section 8.18 below, the SRROA Property shall be governed by and fully subject to this Declaration.

G. By the recording of this Declaration, Declarant serves notice that upon the further recording of one or more notices pursuant to Section 9.05 or Section 8.18 below, the SRROA Property or portions of the Retained Property, as applicable, identified in such notice shall be subject to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared that: (i) the Development, including but not limited to those portions of the Development referred to herein as the Original Development,

which had heretofore been subjected to the Original Declaration, shall be held, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions, which shall run with the Development and shall be binding upon all parties, their heirs, successors and assigns, having right, title or interest in or to the Development or any part thereof, and shall inure to the benefit of each owner thereof; (ii) those portions of the Retained Property or SRROA Property, as applicable, as and when made subject to this Declaration will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Retained Property or SRROA Property, as applicable, and will be binding upon all parties having right, title, or interest in or to such Retained Property or SRROA Property, as applicable, or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (iii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Development becoming subject to this Declaration are hereby incorporated into this Declaration for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; (iv) each contract or deed conveying any portion of the Development shall conclusively be held to have been executed, delivered and accepted subject to this Declaration and any applicable Development Area Declaration, regardless of whether the same is set out in full or by reference in said contract or deed; and (v) upon the recording of this Declaration, the Original Declaration shall be amended, restated and replaced in its entirety by the terms and provisions of this Declaration.

ARTICLE I DEFINITIONS

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

"Articles" shall mean and refer to the Articles of Incorporation of the Master Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Master Restrictions is applied and pertaining to the subject matter of the applicable provision, including but not limited to, all ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Master Restrictions are **"Applicable Law"** on the date of the Master Restrictions and are not intended to apply to the Development if they cease to be applicable by operation of law or if they are replaced or superseded by one or more other statutes or ordinances.

"Assessment" or **"Assessments"** shall mean assessments, both regular and special, imposed by the Master Association under this Declaration. By way of illustration and not limitation, such assessments may include Regular Annual Assessments, special Assessments, Master Common Area Assessments, Limited Common Area Assessments, Special Common Area Assessments, Service Area Assessments and Working Capital Assessments.

"Assessment Unit" shall have the meaning set forth in *Section 5.05(c)*.

"Board" shall mean the Board of Directors of the Master Association.

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

"Commercial Lot" shall mean a portion of the Development, shown as a subdivided lot on a Plat, other than a Residential Lot, Master Common Area, or Special Common Area, that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities other than a condominium regime.

"Condominium Unit" shall mean an individual unit within a condominium regime established within the Development.

"Declarant" shall mean and refer to KLP PARTNERS, LTD., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of KLP Partners, Ltd., as Declarant, must be expressly set forth in writing and the mere conveyance of a portion 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.

"Declarant Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for construction, placement, modification, alteration or remodeling of any Improvements on the Retained Property in accordance with *Section 6.03(a)* of this Declaration.

"Development" shall refer to any and all portions of (i) the Property made subject to this Declaration at the time of its Recordation; (ii) the Retained Property presently encumbered by this Declaration, or hereafter made subject to this Declaration pursuant to *Section 9.05* below; and (iii) the SRROA Property hereafter made subject to this Declaration pursuant to *Section 8.18* of this Declaration.

"Development Period" means the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property and terminates at such time as Declarant no longer owns or has the option to acquire all or any portion of the Property. Declarant may also terminate the Development Period by written instrument executed by the Declarant and Recorded in the Official Public Records of Travis County, Texas.

"Development Area" shall mean any part of the Development (less than the whole) that is the subject of a Plat, which Development Areas may be subject to Development Area Declarations in addition to being subject to this Declaration.

"Development Area Association" as to each Development Area, shall mean the non-profit corporation organized and established by Declarant, its successors, assigns or replacements, to which, pursuant to the Development Area Declaration for such Development Area, are delegated the powers of owning, maintaining and administering the Special Common Areas, administering and enforcing the covenants and restrictions under, and collecting and disbursing the assessments and charges required by such Development Area Declaration. Such Development Area Associations may take the form of a Property Owners Association, Commercial Property Owners Association, or Condominium Owners Association.

"Development Area Board of Directors" shall mean the Board of Directors of a Development Area Association.

"Development Area Declaration" shall mean, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

"Grantor" means, collectively, Declarant, Quinlan Investments, Ltd., a Texas limited partnership, and 521 Development, Ltd., a Texas limited partnership.

"Homebuilder" shall mean an Owner (other than Declarant) who is in the business of constructing single-family residences and acquires all or a portion of the Property to construct single-family residences for resale to third parties.

"Improvement" shall mean every structure and all appurtenances thereto of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior

lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities; provided, however, that for purposes of any provision of the Master Restrictions which relates to applicable building setback requirements, "**Improvement**" shall not include any air conditioning unit and/or related appurtenances (including, without limitation, the pad on which such air conditioning unit is placed) located within the Development.

"Limited Common Area" shall mean and refer to any interest in real property or improvements which is designated by Declarant in a notice filed in the Official Public Records of Travis County, Texas (which designation shall be made in the sole and absolute discretion of Declarant) as common area which benefits one or more, but less than all of the Lots, Owners or Development Areas, and is or will be conveyed to the Master Association or otherwise held by Declarant for the benefit of the Owners of property which such Limited Common Area benefits. The notice designating Limited Common Area shall identify the Lots, Owners or Development Areas benefited by such Limited Common Area. Limited Common Area shall not be considered a Lot, a Commercial Lot or a Residential Lot as such terms are defined in this Declaration.

For so long as Declarant owns any portion of the Property, and with the consent of the Board, Declarant may, by the Recordation in the Official Public Records of Travis County, Texas, of a written instrument executed by Declarant and the Secretary of the Master Association (for the purpose of evidencing the Board's consent thereto), (i) designate additional Lots, Owners or Development Areas to be benefited by any previously designated Limited Common Area; (ii) re-designate previously designated Limited Common Area as Master Common Area. For so long as Declarant owns any portion of the Property, Declarant may convey previously designated Limited Common Area to a Development Area Association to which all or a portion of the benefited Owners are members, provided that: (a) such Development Area Association assumes all the obligations associated with the maintenance and ownership of such Limited Common Area; and (b) the Development Area Association has the authority and will exercise such authority to levy assessments against the benefited Owners for the cost of such maintenance and ownership.

"Lot" shall mean and refer to a portion of the Development shown as a subdivided lot on a Plat other than Master Common Area or Special Common Area, and shall include both Commercial Lots and Residential Lots.

"Manager" shall have the meaning ascribed thereto in *Section 3.04(a)*.

"Master Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction, placement, modification, alteration or remodeling of any Improvements on any Lot.

"Master Association" shall mean and refer to the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, including its successors, assigns or replacements.

"Master Common Area" shall mean and refer to all real property, including Improvements located thereon, designated by Declarant or conveyed to the Master Association by plat dedication or otherwise and held for the benefit of the Owners, excluding only those areas within the Master Common Area dedicated to and accepted by any public authority. Upon conveyance or dedication to the Master Association, the Master Common Area shall include all areas within the Master Common Area that shall be or have been dedicated to all public authorities but not yet accepted by such authorities. The Master Common Area may be owned by the Master Association for the common use and enjoyment of the Owners or non-members on such terms and conditions established by the Board. Master Common Area may be designated by Declarant and dedicated or otherwise conveyed to the Master Association from time to time and at any time.

"Master Restrictions" shall mean the restrictions, covenants, and conditions contained in this Declaration, the Bylaws, or in any rules and regulations promulgated by the Master Association pursuant to this Declaration, as adopted and amended from time to time.

"Members" shall mean and refer to every person or entity who holds membership privileges in the Master Association.

"Mortgage" or **"Mortgages"** shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

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

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

"Plat" shall mean a subdivision plat of any portion of the Development as Recorded in the Plat Records of Travis County, Texas, and any amendments thereto.

"Property" shall mean all of that certain real property described in **Exhibit "A"** attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to **Sections 8.18, 9.03 and 9.04** of this Declaration and any portion of the Retained Property described on **Exhibit "C"** attached hereto not previously made subject to this Declaration by the Recording of a Notice of Applicability in accordance with **Section 9.05** hereof.

"Residential Lot" shall mean and refer to a portion of the Development shown as a subdivided lot on a Plat, other than Master Common Area or Special Common Area, that is intended and designated solely for single-family residential use.

"Record, Recording, Recordation and Recorded" means recorded in the Official Public Records of Travis County, Texas.

"Retained Property" shall mean the property described in the attached **Exhibit "C"**.

"Service Area" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Declaration for purpose of receiving benefits or services from the Master Association or a Development Area Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one housing type and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in **Section 8.17**.

"Service Area Assessments" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in **Section 5.03B**.

"Service Area Expenses" means the actual and estimated expenses which the Master Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration.

"Special Common Area" shall mean those portions of the Development designated by Declarant as common area and dedicated to a Development Area Association by Plat or otherwise, including all Improvements located on such Special Common Area excluding only those areas within a Special Common Area dedicated to and accepted by public authorities. A Special Common Area shall include, however, all areas within such Special Common Area that shall be or have been dedicated to one or more public authorities but not yet accepted by such public authorities. Special Common Area may be referred to simply as **"Common Area"** in the

Development Area Declaration covering the Development Area within which such Special Common Area is located.

"SRROA Association" means the non-profit homeowners association formed pursuant to the SRROA Declaration.

"SRROA Declaration" means that certain Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, recorded in Volume 10920, Page 0001, et. seq., in the Official Public Records of Travis County, Texas, as amended.

"SRROA Property" means the property subject to the SRROA Declaration.

ARTICLE II GENERAL RESTRICTIONS

2.01 **General.** All Lots and Condominium Units within the Development, and added pursuant to *Sections 8.18, 9.03 or 9.05* of this Declaration, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to any applicable conditions, restrictions, reservations and easements contained in the Development Area Declaration covering the Development Area in which such Lot or Condominium Unit is located.

2.02 **Incorporation of Development Area Declarations.** Upon Recordation of a Development Area Declaration in the Travis County Real Property Records, such Development Area Declaration shall, automatically and without the necessity of further act, be incorporated into and be deemed to constitute a part of this Declaration, to the extent not in conflict with this Declaration, but shall apply only to the Development Area described in and covered by such Development Area Declaration. Regardless of any amendment or modification to a Development Area Declaration so incorporated in this Declaration by the members of the Development Area Association authorized and created by such Development Area Declaration, any such amendment or modification shall be effective only with the written consent of the Declarant.

2.03 **Leasing.**

(a) **Leasing.** It is permitted for Owners to lease (as defined below) a residential dwelling in the subdivision, so long as:

- (i) Occupants are leasing the entire Residential Lot (including all land and improvements comprising the Residential Lot and residential dwelling) for use as a residence;
- (ii) The term of the lease is greater than one hundred eighty (180) days;
- (iii) The Owner and the occupants have the intent that the occupants remain on the Residential Lot, and that it become the occupants' place of residency; that is, that the occupants will make the Residential Lot and residential dwelling their home; and
- (iv) The lease complies with any dedicatory instrument Recorded by the Master Association, including any leasing policy, rule, or regulation promulgated by the Board.

The term "leasing" as used herein means the occupancy of a Residential Lot and residential dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term leases (less than one hundred eighty (180) days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast shall each be considered a "business use" and are expressly prohibited. Leasing pursuant to this Section 2.03 shall not be considered a "business use". The provisions regarding leasing contained herein shall not preclude: (A) the Master Association or an institutional lender from leasing a residential dwelling upon taking title following foreclosure of its security interest in the Residential Lot or upon acceptance of a deed in lieu of foreclosure, or (B) the seller or transferor of a Residential Lot from leasing back the dwelling on such Residential Lot for a period of time up to one hundred eighty (180) days after the closing of the sale or transfer of such Residential Lot. Leases will not relieve the Owner from compliance with this Declaration or the dedicatory instruments of the Master Association.

(b) Rules and Regulations. The Board may promulgate policies or rules and regulations further governing the leasing of Residential Lots (including all land and improvements comprising the Residential Lot and residential dwelling). All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. The Board and the Master Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

(c) Governing Law. It is not the intent of this provision to exclude from a Residential Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any Applicable Law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by Applicable Law.

(d) Declarant Exemption. This Section 2.03 and any policies, rules or regulations adopted by the Board in accordance with this Section 2.03 shall not apply to all or any portion of the Retained Property while owed by the Declarant.

ARTICLE III
THE STEINER RANCH MASTER ASSOCIATION, INC.

3.01 Organization. The Master Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law, and set forth in its Articles and Bylaws and 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. Nothing in this Declaration shall prevent the creation, by provision thereof in Development Area Declaration(s) executed and Recorded by Declarant or any person or persons authorized by Declarant, of Development Area Associations to own, develop, access, regulate, operate, maintain or manage portions of the Development subject to such Development Area Declarations.

3.02 Membership.

(a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Master Association. Membership shall be appurtenant to and shall run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to said Lot or Condominium Unit.

(b) INTENTIONALLY DELETED;

(c) Every member shall have a right and easement of enjoyment in and to all of the Master Common Area and to the Special Common Area within the Development Area in which such Member's Lot or Condominium Unit is located, and an access easement by and through any Master Common Area and such Special Common Area, which easements shall be appurtenant to and shall pass with the title to such Member's Lot or

Condominium Unit, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

- (i) INTENTIONALLY DELETED;
- (ii) The right of the Board to dedicate or transfer all or any part of the Master Common Area to any public agency, authority or utility;
- (iii) The right of the Board to borrow money for the purpose of improving the Master Common Area and, in furtherance thereof, mortgage the Master 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 Master Common Area and any Improvements thereon; and
- (v) The right of the Board to contract for services with third parties on such terms as the Board may determine.

(d) Unless otherwise specified in a separate written instrument executed by Declarant and Recorded in the Official Public Records of Travis County, Texas, each Owner of a Lot which has been designated as a beneficiary of Limited Common Area in a notice filed by Declarant shall have a right and easement of enjoyment in and to all of such Limited Common Area, which easement shall be appurtenant to and shall pass with title to such Owner's Lot and which, whether granted pursuant to a separate written instrument or by the default provisions of this *Section 3.02(d)*, shall be subject to the following restrictions and reservations:

- (i) INTENTIONALLY DELETED;
- (ii) the right of the Master Association to dedicate or transfer all or any part of the Limited Common Area to any public body, agency, authority or utility for such purpose and subject to such conditions as may be approved by the Board;
- (iii) the right of the Master Association to borrow money for any purpose deemed necessary or appropriate by the Board, including for the purpose of improving the Limited Common Area and, in furtherance thereof, to encumber or pledge the Limited Common Area and any other assets of the Master Association;

- (iv) the right of the Master Association to make reasonable rules and regulations regarding use of the Limited Common Area and any improvements thereon;
- (v) the right of the Master Association to contract for services to the Limited Common Area with third parties on such terms as the Board may determine; and
- (vi) the right of the Master Association to impose reasonable membership requirements and charge reasonable membership admission or other fees for the use of any recreational facility situated within the Limited Common Area.

3.03 **Voting Rights.** The right to cast votes and the number of votes which may be cast on all matters to be voted on by the Members shall be calculated as follows:

(a) The Owner of each Residential Lot shall have one (1) vote for each Residential Lot so owned. In the event of the resubdivision of any Residential Lot into two or more Residential Lots, the number of votes to which such Residential Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such resubdivision. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing herein shall be construed as authorization for any resubdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration.

(b) Each Owner of Commercial Lot(s) and/or Condominium Unit(s) shall have the number of votes for each Commercial Lot and/or Condominium Unit so owned as determined by Declarant (or by the Board, as provided in Section 3.03(f)) at the time that a Development Area Declaration is first Recorded in the Travis County Real Property Records for the Development Area within which such Commercial Lot or Condominium Unit is located. Declarant (or if Declarant no longer holds a majority of votes in the Master Association the Board) shall determine such votes in its sole discretion, taking into account the relationship of such Commercial Lots and/or Condominium Units to the entire Development. Declarant's (or the Board's, as the case may be) determination regarding the number of votes to which such Owners shall be entitled shall be final, binding and conclusive. Such determination of Declarant (or the Board, as the case may

be) may be set forth in the notice filed by Declarant pursuant to *Section 9.05* below for the Development Area within which such Commercial Lot(s) or Condominium Unit(s) are located. Prior to the time any Commercial Lots or Condominium Units in such Development Area are conveyed by Declarant to any person not affiliated with Grantor, Declarant or the Board, as the case may be, may amend or modify its allocation of votes by filing as amended notice in the Travis County Real Property Records setting forth the amended allocation.

(c) In addition to the votes to which each Grantor is entitled by reason of *Sections 3.03(a)* and *3.03(b)*, for every one (1) vote outstanding in favor of any other person or entity, each Grantor shall have four (4) additional votes until the first time that such Grantor owns no Property.

(d) INTENTIONALLY DELETED.

(e) INTENTIONALLY DELETED.

(f) The right and obligation to determine votes allocated to Commercial Lots and Condominium Units shall be transferred automatically from the Declarant to the Board (without necessity of further act) at the first time that Declarant owns no Property.

3.04 Powers. The Master Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts 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 Board, acting on behalf of the Master Association, shall have the following powers at all times:

(a) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend from time to time or repeal and re-enact, such rules, regulations, and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Master Association.

(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 Master Association's functions.

(c) Records. The inspection, production, and copying of the records of the Master Association, shall be made pursuant to the Records Inspection, Copying and Retention Policy adopted by the Board. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Master Association and the physical property owned or controlled by the Master Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Master Association.

(d) Assessments. To levy and collect assessments, and to determine Assessment Units, as provided in Article V below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Master Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration. The expense incurred by the Master Association in connection with the entry upon any Lot or into any Condominium Unit and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot or Condominium Unit so entered, shall be deemed a special Assessment against such Lot or Condominium Unit, shall be secured by a lien upon such Lot or Condominium Unit, and shall be enforced in the same manner and to the same extent as provided in Article V hereof for Assessments. The Master 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 Master Restrictions. The Master 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 Master Restrictions; provided, however, that the Board shall never be authorized to expend any Master Association funds for the purpose of bringing suit against any Grantor, their successors or assigns. Notwithstanding any provision herein to the contrary, the Master Association may not alter or demolish any Improvements on any Lot other than Master Common Area in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Master Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. Each such Owner shall indemnify and hold harmless the Master 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 Master Association's acts or activities under this *Section 3.04(e)*

(INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE MASTER ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Master 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.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.

(g) Collection for Development Area Association. To collect on behalf of and for the account of any Development Area Association (but not to levy except as provided in Section 3.04(o) and (p) any assessment made by a Development Area Association).

(h) Conveyances. To grant and convey to any person or entity the 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 Master Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines, or any other water quality features or improvements; and/or
- (v) Any similar improvements or facilities.
- (vi) Nothing set forth above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed thereon by the Master Restrictions or by any governmental authority.

(i) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Master Association, including its property, to the extent

deemed advisable by the Board. Additional personnel may be employed directly by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Board may delegate any other duties, powers and functions to the Manager. The Members hereby release the Master 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.

(j) Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Master Association, including but not limited to its recreational facilities; to maintain and repair recreational facilities, easements, roads, roadways, rights-of-ways, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes located within the Master Common Area, and to maintain and repair other portions of the Master Common Area.

(k) Other Services and Properties. To obtain and pay for any other property and services, including but not limited to costs or expenses associated with the operation and maintenance of any property, designated as habitat or otherwise, which benefits the Master Association or any Member, and to pay any other taxes or assessments that the Master Association or the Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Master Restrictions.

(l) Construction on Master Association Property. To construct new Improvements or additions to any property owned by the Master Association, subject to the approval of the Master Architectural Committee.

(m) Contracts. To enter into contracts with any Grantor and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Master Common Area, to permit non-members use of any Master Common Area, or to provide any service or perform any function on behalf of any Grantor, the Board or the Master Association.

(n) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(o) Authority with Respect to Development Area Association. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any Development Area Declaration, if in the judgment of the Board, the Development Area Association responsible for such implementation, administration or enforcement is failing to do so; provided, however, that the foregoing powers shall not be exercised by the Board until it has given such Development Area

Association written notice of such failure and an opportunity to cure the same within thirty (30) days of the delivery of such notice, unless the Board determines, in its sole discretion, that a shorter time period is necessary to prevent undue loss or damage; and all costs and expenses incurred by the Master Association pursuant to or permitted by this Section 3.04(o) may at the option of the Board be charged to the related Development Area Association and the Master Association may declare a special Assessment under the related Development Area Declaration, which Assessment shall be enforced by the related Development Area Association or by the Master Association pursuant to such Development Area Declaration. Any decision by the Master Association to delay or defer the exercise of the power and authority granted by this Section 3.04(o) shall not subsequently in any way limit, impair or affect ability of the Master Association to exercise such power and authority.

(p) Manager for Development Area Association. To employ from time to time a managing agent to administer a Development Area Association's affairs, if, in the judgment of the Board, a Development Area Association is failing to carry out its responsibilities set forth in its Development Area Declaration; provided, however, that this power shall not be exercised by the Board until it has given such Development Area Association written notice of such failure and an opportunity to cure the same within thirty (30) days of its receipt of such notice, unless the Board determines, in its sole discretion, that a shorter time period is necessary to prevent undue loss or damage; and all costs and expenses incurred by the Master Association pursuant to or permitted by this Section 3.04(p) may at the option of the Board be charged to the related Development Area Association and the Master Association may declare a special Assessment under the related Development Area Declaration, which Assessment shall be enforced by the related Development Area Association or by the Master Association pursuant to such Development Area Declaration. The duration of the employment of the managing agent employed by the Board to a Development Area pursuant to this Paragraph shall extend until such time as the Board reasonably determines the applicable Development Area Association will carry out its responsibilities as set forth in the applicable Development Area Declaration.

(q) Allocation of Votes. To determine votes as provided in Section 3.03 above.

(r) Membership Privileges. To establish rules and regulations governing and limiting the use of the Master Common Area and any Improvements thereon.

3.05 Maintenance. The Master Association shall (i) maintain, repair and replace as necessary all landscaping, irrigation systems, entrance signs, traffic signs, and other Improvements (other than actual roadways that have been accepted for maintenance by the

appropriate governmental authority) within any right-of-way that is within or adjacent to the Development and that constitutes a portion of the Master Common Area; and (ii) maintain all Master Common Area dedicated to the Master Association for maintenance, at standards as may be determined by the Board, by or with the consent of Declarant.

3.06 **Street Lighting.** The Master Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain any street lights that have not been accepted by any governmental entity for operation and maintenance and that are located within any right-of-way within, adjacent to, or serving the Development.

3.07 **Indemnification.** To the fullest extent permitted by applicable law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Master Association, the Master 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 he is or was a director, officer, committee member, employee, servant or agent of the Master Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Master Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his 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 which was reasonably believed to be in, or not opposed to, the best interests of the Master Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Board may purchase and maintain insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Master Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE IV INSURANCE

4.01 **INTENTIONALLY DELETED.**

**ARTICLE V
COVENANT FOR ASSESSMENTS**

5.01 Assessments.

(a) Assessments established by the Board pursuant to the provisions of this Article V shall be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.05* below. The total amount of Assessments shall be determined by the Board pursuant to *Section 5.03* and/or *5.04* hereof.

(b) Each Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by the Declarant to the Master Association against each such Lot, and all Improvements thereon, and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, shall be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

5.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Declaration. The funds of the Master Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Development Area Association pursuant to any Development Area Declaration.

5.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under this Declaration, including, but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of administering and enforcing the covenants and restrictions contained herein, and shall estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and shall give due consideration to 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 at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination 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 Master 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 to the Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.03A Limited Common Area Assessments. Prior to the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated expenses to be incurred by the Master Association to maintain, repair, or manage any Limited Common Area, and shall estimate the amount needed to maintain reasonable provision for contingencies and an appropriate replacement reserve, and shall give due consideration to any expected income and surplus from the prior year's fund. Limited Common Area Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided at the level of Limited Common Area Assessments set by the Board in its sole and absolute discretion, and the Board's determination shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Limited Common Area Assessment, the Master Association may at any time and from time to time, levy further Limited Common Area Assessments in the same manner as aforesaid. All such Limited Common Area Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.03B Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Master Association in the coming year. The total amount of estimated Service Area Expenses for each Service Area shall be allocated equally among all Lots and/or Condominium Units in the benefited Service Area and will be levied as a Service Area Assessment. All amounts that the Master Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Master Association's general funds. If a Development Area Association is created which includes all Lots and/or Condominium Units in a particular Service Area, the Board, in its sole discretion, may assign to the Development Area Association the Master Association's obligation to provide benefits or services to such Lots and/or Condominium Units and the right of the Master Association to levy Service Area Assessments for the expenses associated with such services. If the Board assigns such rights and obligations to a Development Area Association, the Development Area Association will exercise and discharge such rights and obligations exclusively until such time as the Board notifies the Development Area Association in writing that the Master Association has elected to assume such rights and obligations.

5.04 **Special Assessments.** In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Master Association under this Declaration. The amount of any special Assessments shall be at the reasonable discretion of the Board. In addition to the special Assessments authorized above, the Master Association may, in any fiscal year, levy a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Master Common Area or Limited Common Area. Any special Assessment levied by the Master Association for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Master Common Area shall be levied against all Owners based on Assessment Units. Any special Assessments levied by the Master Association for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Limited Common Area shall be levied against all Owners who have been designated as a beneficiary of such Limited Common Area and shall be allocated among such Owners based on Assessment Units.

5.05 **Amount of Assessment.**

(a) The Board will levy Assessments against each "Assessment Unit" (as defined in *Section 5.05(c)* below); provided, however, that: (i) Limited Common Area Assessments levied pursuant to *Section 5.03A* will be levied uniformly against each Assessment Unit which has been designated as a beneficiary of the Limited Common Area to which such Limited Common Area Assessment relates; and (ii) Service Area Assessments levied pursuant to *Section 5.03B* will be levied uniformly against all Lots and/or Condominium Units in the benefited Service Area.

(b) 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.

(c) Each Residential Lot shall constitute one "Assessment Unit." Each Commercial Lot and each Condominium Unit shall constitute that number of "Assessment Units" as determined by Declarant (or, as provided in *Section 5.05(f)*, the Board) at the time that the Development Area Declaration is first Recorded in the Travis County Real Property Records for the Development Area within which such Commercial Lot or Condominium Unit is located. Declarant (or the Board, as the case may be) shall determine such Assessment Unit in its sole and absolute discretion, taking into account the relationship of such Commercial Lots and/or Condominium Units to the entire Development.

Declarant's (or the Board's, as the case may be) determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit shall be final, binding and conclusive. Such determination of Declarant (or the Board, as the case maybe) may be set forth in the notice filed by Declarant pursuant to *Section 9.05* for the Development Area within which such Commercial Lot(s) or Condominium Unit(s) are located.

(d) Prior to the time any Lots or Condominium Units in such Development Area are conveyed to any person not affiliated with Grantor, Declarant or the Board, as the case may be, may modify its determination regarding the allocation of Assessment Units by filing a notice in the Real Property Records of Travis County, Texas setting forth the amended allocation.

(e) Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots or Condominium Units owned by any Grantor without the consent of such Grantor.

(f) The right and obligation to determine Assessment Units for Commercial Lots and Condominium Units shall be transferred automatically from the Declarant to the Board (without necessity of further act) at the first time that Declarant owns no Property.

(g) The Declarant may, in its sole discretion, elect to delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Commercial Lot, Residential Lot, or Condominium Unit. In the event Declarant elects to delay Assessments pursuant to this *Section 5.05(g)*, the duration of the delay will be set forth in a written instrument Recorded in the Official Public Records of Travis County, Texas. Declarant may terminate, extend or modify any delay set forth in a previously Recorded instrument by the Recordation of a replacement instrument in the Official Public Records of Travis County, Texas.

5.06 **Late Charges.** If any Assessment, whether regular or special, is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate from time to time, and the late charge (and any reasonable handling costs therefor) shall be a charge upon the Lot(s) or Condominium Unit(s) owned by such Owner, collectible in the manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s) or Condominium Unit(s) hereinabove granted; provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

5.07 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein shall be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit shall be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorneys' fees.

5.08 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article 5 is, together with late charges as provided in Section 5.06 hereof and interest as provided in Section 5.07 hereof, and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Master Association pursuant to Section 5.01(b) above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (a) tax and governmental assessment liens; (b) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (c) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (b) and (c) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Master Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Master Association. The Master 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 or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an officer of the Master Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Declaration will be deemed conclusively to have granted a power of sale to the Master Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Master Association may have pursuant to Applicable Law and under this Declaration, including the rights of the Master Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Master Association will 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, the Master Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will 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 Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) 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 Section 5.08, the Master Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Master Association has already foreclosed such lien. Such release may be signed by an officer of the Master Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Master Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Master Association and not paid for directly by an Owner or occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Declaration to the Master Association, the Owner will pay such amounts to the Master Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and

unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Master Association's records upon the transfer of a Lot or Condominium Unit to a third party.

5.09 **Exempt Property.** The following area within the Development shall be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by public authority, by the Recordation of an appropriate document in the Real Property Records of Travis County, Texas;
- (b) The Master Common Area, the Special Common Area, and the Limited Common Area; and
- (c) Any Lot or Condominium Unit owned by Grantor.

5.10 **Working Capital Assessment.** Each Owner (other than Declarant) of a Lot or a Condominium Unit will pay a one-time working capital assessment to the Master Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots and/or Condominium Units, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots and/or Condominium Units then being made subject to such levy. The levy of any working capital assessment will be effective only upon the Recordation in the Official Public Records of Travis County, Texas of a written notice, signed by a duly authorized officer of the Master Association, setting forth the amount of the working capital assessment and the Lots and/or Condominium Units to which it applies. Upon each transfer of title to a Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof, the working capital assessment hereunder will be immediately due and payable by the transferee of the Lot or Condominium Unit to the Master Association.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Master Association's assessment lien; (ii) transfer to, from, or by the Master Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (i) is a Homebuilder; or (ii) acquires a Lot for the purpose of resale to a Homebuilder (a "Development Owner") will not be subject to the working capital assessment; however, the working capital assessment will be payable by any Owner who acquires a Lot and/or a Condominium Unit from a Homebuilder or Development Owner for

residential living purposes or by any Owner who: (i) acquires a Lot and/or a Condominium Unit and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence (including a Condominium Unit) thereon for resale to a third party. In the event of any dispute regarding the application of the working capital assessment to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 5.10. The working capital assessment will be in addition to, not in lieu of, any other assessments levied in accordance with this Article 5 and will not be considered an advance payment of such assessments. The Master Association will have the power to waive the payment of any working capital assessment attributable to a Lot or Condominium Unit by the Recordation in the Official Public Records of Travis County, Texas of a waiver notice executed by a majority of the Board members of the Master Association.

ARTICLE VI MASTER ARCHITECTURAL CONTROL COMMITTEE

6.01 Construction of Improvements. No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be resubdivided or consolidated with other Lots or Property, by anyone other than the Declarant, without the prior written approval of the Master Architectural Committee.

6.02 Master Architectural Committee.

(a) Composition. The Master Architectural Committee shall be a committee of the Board. The Master Architectural Committee shall be composed of no less than three (3) nor more than five (5) persons appointed as provided below, who shall review Improvements proposed to be made by any Owner. The Board shall have the right to appoint and remove (with or without cause), at any time, all members of the Master Architectural Committee.

(b) Submission and Approval of Plans and Specifications. Two (2) copies of the construction plans and specifications (including but not limited to exterior views, exterior materials, colors and elevation, a drainage plan, a site plan showing the location of any proposed structure or improvement, a landscaping plan, and a driveway construction plan) or, when an Owner desires solely to resubdivide or consolidate Lots, a proposal in the form required by the Master Architectural Committee, and any other information or documents that may be required by the Master Architectural Committee, shall be delivered, together with any review fee which is imposed by the Master Architectural Committee in accordance with Section 6.02(c) to the Master Architectural

Committee at 12550 Country Trails Lane, Austin, Texas 78732, or such other address as may hereafter be designated in writing from time to time, not less than forty-five (45) days prior to the date on which the Owner proposes to commence construction or resubdivision/consolidation. In the event the Declarant Architectural Committee Control Period (as defined herein) is still in effect as to the subject Lot or Retained Property, the Master Architectural Committee will forward the request to the offices of Declarant at 7200 N. Mopac, #400, Austin, Texas 78731, or such other address as may hereafter be designated in writing from time to time. No resubdivision or consolidation shall be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications therefor and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a majority of the members of the Master Architectural Committee. The Master Architectural Committee, in reviewing such plans and specifications, may consider any information that it deems proper, including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Master Architectural Committee or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Master Architectural Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Master Architectural Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or Improvement, if approved, shall remain in the possession of the Master Architectural Committee in accordance with the Master Association's records retention policy. Site plans must be approved by the Master Architectural Committee prior to the clearing of any Lot, or the construction of any Improvements thereon. The Master Architectural Committee may refuse to approve plans and specifications for proposed Improvements, or for the resubdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the Master Architectural Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(c) Adoption of Rules and Regulations. The Master Architectural 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, principles and criteria used in its review. The Master Architectural Committee may amend or modify or supplement its rules and guidelines from time to time as the Master Architectural Committee deems advisable. In addition

the Master Association shall have the power and authority to impose such reasonable charges for the review of plans, specifications and other documents and information submitted to the Master Architectural Committee pursuant to the terms of this Declaration; provided, however, that any such fees for review of plans, specifications and other documents pertaining to subject Lots within the Retained Property shall be remitted to Declarant during the Declarant Architectural Committee Control Period. Such charges shall be held by the Master Association and used to defray the administrative expenses incurred by the Master Architectural Committee in performing its duties hereunder.

(d) Actions of the Master Architectural Committee. The Master Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Master Architectural Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Master Architectural Committee taken at a duly constituted meeting shall constitute an act of the Master Architectural Committee.

(e) Failure to Act. In the event that any plans and specifications are submitted to the Master Architectural Committee as provided herein, and the Master Architectural Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, such plans and specifications shall be deemed denied; provided, however, that such thirty (30) day period shall not begin to run until all information required to be submitted by the Master Architectural Committee to assist in its review of any plans or specifications has been received by the Master Architectural Committee. Any failure of the Master Architectural Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Master Architectural Committee's written approval of all requests for variances shall be expressly required.

(f) Variances. The Board may grant variances from compliance with any of the provisions of this Declaration or any Development Area Declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Board, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Development, 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 Board. Plans and specifications which have been approved by the Master Architectural Committee without conditions or exception and

which reflect deviations from this Declaration or any Development Area Declaration shall constitute a writing for the purpose of the foregoing sentence. If a variance is granted by the Board or through approval of plans and specifications by the Master Architectural Committee, no violation of the covenants, conditions, or restrictions contained in this Declaration or any supplemental declaration 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 Declaration or any supplemental declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and in no event shall such variance be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

(g) Duration of Approval. The approval of the Master Architectural Committee of any plans and specifications, whether by action or inaction, and any variances granted by Board shall be valid for a period of ninety (90) days only, unless otherwise approved in writing by the Board. If construction in accordance with such plans and specifications or variance is not commenced within such ninety (90) day period and diligently prosecuted to completion thereafter, the Owner shall be required to resubmit such plans and specifications to the Master Architectural Committee or request for a variance to the Board, and the Board and the Master Architectural Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Section 6.02 and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof. The construction of any single family residence on a Lot pursuant to approved plans and specifications shall be completed within one (1) year after the plans and specifications have been approved by the Master Architectural Committee.

(h) No Waiver of Future Approvals. The approval of the Master Architectural Committee to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Master Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specification on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Master Architectural Committee.

(i) Non-liability of Committee Members. Neither the Master Architectural Committee, nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Master Architectural Committee's duties under this Declaration, unless such loss, damage, or injury is due to

the willful misconduct or bad faith of the Master Architectural Committee or one or more of its members, as the case may be.

(j) Relationship with Architectural Committees Established Under Development Area Declarations. At its option, the Master Architectural Committee may, from time to time and at any time, assume, enjoy, exercise and discharge all rights, privileges, powers and duties of any architectural committee established under any Development Area Declaration, which option may be exercised by the Master Architectural Committee, in its sole discretion, by delivery of written notice to such architectural committee, for such time period and on such terms and conditions as the Master Architectural Committee may deem appropriate. In addition, and without in any way limiting, impairing or affecting the ability of the Master Architectural Committee subsequently to exercise the authority granted by the preceding sentence, any architectural committee established for a Development Area may delegate its powers and authority to the Master Architectural Committee, for such time period and on such terms and conditions as the Master Architectural Committee may deem appropriate. If the Master Architectural Committee exercises its right and option to assume and enjoy the rights, privileges, powers and duties of any architectural committee for a Development Area, or if any such architectural committee for a Development Area designates the Master Architectural Committee to enjoy and exercise such rights, privileges, powers and duties, the Master Architectural Committee shall have all of the rights, privileges, powers and duties granted to such architectural committee by the pertinent Development Area Declaration, and shall have such enjoyment and exercise exclusively until such time as the Master Architectural Committee notifies such Development Area architectural committee in writing that the Master Architectural Committee is abandoning such rights, privileges, powers and duties, it being expressly understood that in such event the Master Architectural Committee shall retain the right to assume or accept a delegation of such rights, privileges, powers or duties at a later date. In addition, the Master Architectural Committee may, from time to time and at any time delegate to any architectural committee for a Development Area any right or duty of the Master Architectural Committee hereunder, to the extent that the same relate to such Development Area, for such time period and on such terms and conditions as the Master Architectural Committee may deem appropriate.

6.03 Declarant Architectural Committee.

(a) Authority. Declarant hereby reserves the right to establish a Declarant Architectural Committee, which shall have all the rights, privileges, powers and duties

of the Master Architectural Committee under *Section 6.02* of this Declaration (and the Board) for the Retained Property, including, but not limited to, the right to grant variances, until the expiration of six (6) months after a Lot or other portion of the Retained Property has been conveyed by the Owner of the Lot or other portion of the Retained Property to a third-party who is not a Homebuilder, with a completed residence thereon ("**Declarant Architectural Committee Control Period**"). At the expiration of the Declarant Architectural Committee Control Period, all rights, privileges, powers and duties, as to said Lot or portion of the Retained Property, shall automatically vest in the Master Architectural Committee. Notwithstanding anything herein to the contrary, until such time as a Lot or portion of the Retained Property is subject to the jurisdiction of the Master Architectural Committee as provided in this *Section 6.03(a)*, the Master Architectural Committee shall have no rights, privileges or powers with respect to such property, including, but not limited to the right to grant variances, adopt rules and regulations, or any other rights granted under *Section 6.02* or this Declaration as it pertains to the Retained Property and such Lot or portion of the Retained Property shall be under the exclusive jurisdiction and control of the Declarant Architectural Committee. Notwithstanding any provision in this Declaration to the contrary, variances from compliance with any of the provisions of this Declaration, any Development Area Declaration, or design guidelines may be granted in the sole and absolute discretion of the Declarant Architectural Committee without condition precedent to such grant during the Declarant Architectural Committee Control Period.

(b) Composition. The Declarant Architectural Committee shall be composed of three (3) persons appointed as provided below, who shall review Improvements proposed to be made by any Owner other than Declarant. Declarant shall have the right to appoint and remove (with or without cause), at any time, all members of the Declarant Architectural Committee.

(c) Indemnification. The Declarant shall indemnify every director, officer, and committee member of the Master Association against, and reimburse and advance to every director, officer, and committee member for all liabilities, costs and expenses incurred in connection with any and all Declarant Architectural Committee actions taken or omitted to the greatest extent permitted under Applicable Law at the time of such indemnification, reimbursement or advance payment. The Master Association shall indemnify every director, officer, employee and agent of the Declarant against, and reimburse and advance to every director, officer, employee and agent for all liabilities, costs and expenses incurred in connection with any and all Master Architectural Committee actions taken or omitted after the creation of the Declarant Architectural Committee to the greatest extent permitted under Applicable Law at the time of such indemnification, reimbursement or advance payment.

**ARTICLE VII
MORTGAGE PROTECTION**

7.01 **Examination of Books.** The Master Association shall permit Mortgagees to examine the books and records of the Master Association upon written request during normal business hours.

7.02 **Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and Condominium Units and not to any other portion of the Property.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration shall run with and bind the Development and shall inure to the benefit of and be enforceable by the Master Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded in the Real Property Records of Travis County, Texas and continuing perpetually unless a termination of this Declaration is approved: (i) by the Declarant for so long as the Declarant Architectural Committee Control Period is in effect; and (ii) by the Master Association in a resolution adopted by Members entitled to cast at least seventy percent (70%) of the total number of votes of the Master Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such termination of this Declaration shall only be effective upon the Recording of a certified copy of such resolution in the Real Property Records of Travis County, Texas.

8.02 **Eminent Domain.** In the event it shall become necessary for any public authority to acquire all or any part of the Master Common Area or Limited Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received shall be held by the Master Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Master Common Area are paid to Owners, such payments shall be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Units. In the event any proceeds attributable to acquisition of Limited Common Area are paid to Owners who have been designated as a

beneficiary of such Limited Common Area, such payment shall be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Units.

8.03 **Amendment.** This Declaration may be amended or terminated by the Recording in the Official Public Records of Travis County, Texas, of an instrument executed and acknowledged by the president and secretary of the Master Association setting forth the amendment and certifying that such amendment has been approved by the holders of at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 3.03, provided that such amendment must be approved in writing by the Declarant to the extent the amendment: (a) pertains to the Retained Property; or (b) affects, reduces or modifies any right of the Declarant under this Declaration. Notwithstanding the foregoing provision, Declarant expressly reserves the right to unilaterally amend this Declaration, provided such amendment pertains to all or any portion of the Retained Property.

8.04 **Reserved Easements.** All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made prior to any portion of the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed on behalf of Declarant conveying any part of the Property. Declarant reserves the right to unilaterally modify, terminate and make additions to any easements and rights-of-way, including trail or access easements, that encumber the Retained Property, for the purpose of most efficiently and economically developing the Retained Property. Specifically and not by way of limitation, Declarant reserves for itself, its successors and assigns, easements over and across any Master Common Area, Limited Common Area or Special Common Area that abuts any portion of the Retained Property, provided such easement reserved herein does not unreasonably interfere with the operation of any existing recreational improvements, as well as the right to unilaterally modify, terminate or make additions to any trail or access easements granted by Declarant to the Master Association which encumber any portion of the Retained Property.

8.05 **Installation and Maintenance.** Declarant retains the right to establish easements upon, across, over and under any portion of the Retained Property, and any Master Common Area, Limited Common Area or Special Common Area that abuts any portion of the Retained Property, for the purpose of ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including but not limited to, water, gas, telephones and electricity lines and appurtenances thereto, provided such easements reserved herein do not unreasonably interfere with any existing recreational improvements. It shall be expressly permissible for the utility companies and other entities supplying service to install and maintain

pipes, wires, conduits, service lines, or other facilities or appurtenances thereto, on, above, across and under the Property, Retained Property, Master Common Area, Limited Common Area or Special Common Area, within public utility easements and from service lines situated within such easements to the point of service on or in any Improvement. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on a Plat, and to trim overhanging trees and shrubs located on portions of the Development abutting such easements.

8.06 **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Master Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as required by this Declaration or shown on a Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Declarant or the Architectural Committee.

8.07 **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Master Association for any damage done by any utility service, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

8.08 **Enforcement.** Every Owner shall comply with all provisions of the Master Restrictions. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Declarant or the Master Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Master Restrictions, and to regulate the use, maintenance, repair, replacement, modification, and appearance of the Development, and may avail itself of any and all remedies provided in the Master Restrictions and Applicable Law. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (a) the Master Association's position is not strong enough to justify taking any or further action;
- (b) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Master Association's resources; or
- (c) that it is not in the Master Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed as a waiver of the Master Association's right to enforce such provision at a later time under the other circumstances or preclude the Master Association from enforcing any of the Master Restrictions.

Each Owner is empowered to enforce, by a proceeding at law or equity, the covenants, conditions and restrictions contained in this Declaration; provided, however, no Owner shall have the right to enforce the lien rights contained in this Declaration in favor of the Master Association and/or other rights regarding Assessments, fines, or other charges retained by the Master Association.

8.09 **Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

8.10 **Conflicts.** If there is any conflict between the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations adopted pursuant to the terms of such documents, or any Development Area Declaration or documents creating, governing, or adopted by any Development Area Association, the provisions of this Declaration shall govern.

8.11 **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.

8.12 **Assignment of Grantor.** Notwithstanding any provision in this Declaration to the contrary, each Grantor 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, of any other person or entity and any of its privileges, exemptions, rights, and duties hereunder.

8.13 **Acceptance by Grantees.** Each grantee of a Lot, Condominium Unit or other real property interest in the Development, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed shall constitute covenants running with the land within the Development, and shall bind any person having at any time any interest or estate in the Development, and shall inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

8.14 **Damage and Destruction.**

(a) Promptly after damage or destruction by fire or other casualty to all or any part of the Master Common Area or Limited Common Area covered by insurance, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this Section 8.14(a), means repairing or restoring the Master Common Area or Limited Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Any damage to or destruction of the Master Common Area or Limited Common Area shall be repaired unless a majority of the Board shall decide within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available.

(c) In the event that it should be determined by the Board that the damage or destruction of the Master Common Area or Limited Common Area shall not be repaired and no alternative Improvements are authorized, then the affected portion of the Master Common Area or Limited Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Master Common Area or Limited Common Area, as determined by the Board, by the Master Association in a neat and attractive condition.

(d) If insurance proceeds are paid to restore or repair any damaged or destroyed Master Common Area, and such proceeds are not sufficient to defray the cost of such

repair or restoration, the Board shall levy a special Assessment, as provided in Article V, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) If insurance proceeds are paid to restore or repair any damaged or destroyed Limited Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board shall levy a special Assessment, as provided in Article V, against all Owners designated as a beneficiary of such Limited Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Master Common Area, such payments shall be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Limited Common Area, such payments shall be allocated based on Assessment Units and shall be paid jointly to the Owners who have been designated as a beneficiary of such Limited Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

8.15 **No Partition.** Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Master Common Area or any part thereof shall be permitted, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development in question has been removed from the provisions of this Declaration pursuant to *Section 9.04* below. This *Section 8.14* shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration.

8.16 **Notices.** Any notice permitted or required to be given to any person by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Master Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Master Association.

8.17 **Provision of Benefits and Services to Service Areas.**

(a) The Declarant, in a notice of applicability filed pursuant to *Section 9.05*, or in any written notice Recorded in the Official Public Records of Travis County, Texas, may assign Lots and/or Condominium Units within the Retained Property to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Master Association provide benefits or services to such Lots and/or Condominium Units within the Retained Property in addition to those which the Master Association generally provides to the Development. Declarant may unilaterally amend any notice of applicability or any written notice Recorded in the Official Public Records of Travis County, Texas, to re-designate any Service Area boundaries that includes all or any portion of the Retained Property. In the event a Service Area is created or a Service Area boundary is redesignated, the Master Association will incorporate such Service Area into the existing election districts as established in the Master Association's Second Amended and Restated Bylaws.

(b) In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Master Association: (a) special benefits or services which are not provided to all Lots and/or Condominium Units, or (b) a higher level of service than the Master Association otherwise provides. Upon receipt of a petition signed by Owners of a majority of the Lots and/or Condominium Units within the proposed Service Area, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the charge to made therefor, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot and/or Condominium Unit among all Service Areas receiving the same service). Upon written approval of the proposal by Owners of at least sixty-seven percent (67%) of the Lots and/or Condominium Units within the proposed Service Area, the Master Association shall provide the requested benefits or services as the terms set forth in the proposal. The cost and administrative charges associated with such benefits or services shall be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment.

8.18 **Addition of SRROA Property to the Development.** The Master Association, acting through the Board, may add the SRROA Property to the Development upon filing of a notice of addition of land containing the following provisions:

(a) A reference to this Declaration, which reference shall state the volume and initial page number of the Official Public Records wherein this Declaration is Recorded;

(b) A statement that such SRROA Property shall be considered part of the Development for the purposes of this Declaration and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration shall apply to the added SRROA Property;

(c) A legal description of the added SRROA Property;

(d) An affidavit signed by an officer of the SRROA Association that the members of SRROA Association have approved annexation of the SRROA Property into the terms and provisions of this Declaration in accordance with Applicable Law and the SRROA Declaration; and

(e) The written consent of the Declarant if the annexation occurs on or before December 31, 2019.

ARTICLE IX DEVELOPMENT RIGHTS

9.01 Development by Declarant. It is contemplated that the Development will be developed pursuant to a coordinated plan, which may, from time to time, be amended or modified. Declarant reserves the right, but shall not be obligated, to designate Development Areas, to create Lots, Special Common Areas, Limited Common Area and Master Common Areas and to subdivide with respect to any of the Retained Property pursuant to the terms of this Section 9.01, subject to any limitations imposed on portions of the Retained Property by any applicable Plats. As each area of the Retained Property is developed or dedicated, Declarant may record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may, but need not, provide for the establishment of a Development Area Association to be comprised of Owners within the area subject thereto. Any Development Area Declaration may provide its own procedure for the amendment of any provision thereof. All lands, Improvements and uses in each area so developed shall be subject to both this Declaration and the Development Area Declaration, if any, for that area. Declarant reserves the right to designate and convey Master Common Areas, Limited Common Areas and/or Special Common Areas out of the Retained Property, and the Master Association shall be required to accept such Master Common Areas, Limited Common Areas and/or Special Common Areas out of the Retained Property conveyed by Declarant, provided that such conveyance shall not have a negative financial impact on the Master Association and be free and clear of third party liens. Notwithstanding the foregoing, any costs incurred by the Master Association for the maintenance, repair, and restoration of landscaping,

irrigation facilities, trails, benches or other customary park facilities (excluding any buildings) shall not constitute a negative financial impact on the Master Association for the purposes of this Section 9.01.

The rights reserved by the Declarant pursuant to Section 8.03, Section 8.04, Section 8.05, Section 8.17, Section 9.03, Section 9.04, Section 9.05, and this Section 9.01 shall terminate after the expiration of (1) year from the date all of the Retained Property has been conveyed to a third-party with a completed residence thereon and/or conveyed to the Master Association as Master Common Area, Limited Common Area or Special Common Area.

9.02 **Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times and from time to time, during the time that Declarant owns any Lot or Condominium Unit in any portion of the Development, Declarant shall have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development; (ii) to maintain Improvements upon Lots as sales, model homes, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction placement or maintenance of Improvements by Declarant shall not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this Section 9.02 until all present and future Lots in the Development have been completed and conveyed to third parties.

9.03 **Addition of Land.** Declarant may add all or any portion of the Retained Property to the Property and, upon filing of a notice of addition of land as hereinafter described, such Retained Property shall be considered part of the Property for purposes of this Declaration, and upon such further filing of a notice of applicability meeting the requirements of Section 9.05 below, such added Retained Property shall be considered part of the Development subject to this Declaration and 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 Retained Property as with respect to the land originally covered by this Declaration. To add Retained Property to the Property, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the volume and initial page number of the Official Public Records wherein this Declaration is Recorded;

(b) A statement that such Retained Property shall be considered Property for the purposes of this Declaration, and that upon this further filing of a notice of applicability meeting the requirements of *Section 9.05* of this Declaration, all of the terms, covenants, conditions, restrictions and obligations of this Declaration shall apply to the added Retained Property; and

(c) A legal description of the added Retained Property.

9.04 Withdrawal of Land. Declarant may, from time to time, reduce or withdraw any portion of the Retained Property from the Development and the Property, thereby removing and excluding such Retained Property from the burden of this Declaration and the jurisdiction of the Master Association. Upon any such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to the portion of the Retained 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;

(c) A legal description of the withdrawn land; and

(d) If Declarant is not the owner of the land then being withdrawn from the Property, the owner of such land, in addition to Declarant, must execute the notice of withdrawal evidencing such owner's consent to its Recordation.

9.05 Notice of Applicability. Upon Recording, this Declaration serves to provide notice that Declarant may, from time to time, subject all or any portion of the Retained Property to the terms, covenants, conditions, restrictions and obligations of this Declaration and any applicable Development Area Declaration. This Declaration and any applicable Development Area Declaration shall apply to and burden a portion or portions of the Retained Property upon the Recording of a notice of applicability describing such applicable portion of the Retained Property by a legally sufficient description and expressly providing that such Retained Property shall be considered a part of the Development and shall be subject to the terms, covenants, conditions, restrictions and obligations of this Declaration and any applicable Development Area Declaration. Declarant may also cause a notice of applicability to be Recorded covering a

portion of the Retained Property for the purpose of encumbering such Retained Property with this Declaration and any Development Area Declaration previously Recorded (which notice of applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which shall apply to such Retained Property). To make the terms and provisions of this Declaration applicable to a portion of the Retained Property, Declarant shall be required only to cause a notice of applicability to be Recorded containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the volume and initial page number of the Official Public Records wherein this Declaration is Recorded;
- (b) A statement that all of the provisions of this Declaration shall apply to such portion of the Retained Property; and
- (c) A legal description of such portion of the Retained Property.

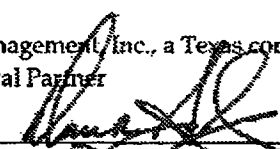
[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 16th day of June, 2017.

DECLARANT:

KLP PARTNERS, LTD., a Texas limited partnership

By: **KLP Management, Inc.**, a Texas corporation, its General Partner

By: 
Printed Name: Darrell R. Spaulding
Title: VICE PRESIDENT

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was executed before me on the 16th day of June, 2017, by DARRELL R. SPAULDING VICE PRESIDENT of KLP Management, Inc., a Texas corporation, General Partner of KLP Partners, Ltd., a Texas limited partnership, on behalf of said entities.



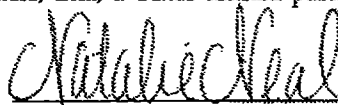

Notary Public Signature

EXHIBIT "A"
[DESCRIPTION OF PROPERTY]

The Property shall include approximately 4,489.851 acres ("Tract I") and 5.2346 acres ("Tract II") of real property located in Travis County, Texas as more particularly described on Exhibit A-1 and Exhibit A-2 respectively, attached hereto and incorporated herein, **SAVE AND EXCEPT THE FOLLOWING:**

- 1.) All of the real property subdivided and described as Steiner Ranch, Phase One, Section One-B, a subdivision of record in Volume 88, Pages 178-179, Plat Records of Travis County, Texas;
- 2.) All of the real property conveyed by and described in the special warranty deed dated February 28, 1995, from T.H.L. Ranch, Ltd. to Board of Trustees, Leander Independent School District, of record in Volume 12398, Page 1136, Real Property Records of Travis County, Texas;
- 3.) All of the real property conveyed by and described in the deed from Quinlan Investments, Ltd. to the State of Texas, of record in Volume 12799, Page 842, Real Property Records of Travis County, Texas;
- 4.) All property located in Steiner Ranch Phase One, Section One, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 87, Pages 150A-152B, Plat Records of Travis County, Texas, **SAVE AND EXCEPT** the portion vacated by instrument recorded in Volume 10732, Page 845, Real Property Records of Travis County, Texas;
- 5.) All property located in The Resubdivision of Steiner Ranch, Phase One, Section One, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 87, Pages 184D-187A, Plat Records of Travis County, Texas;
- 6.) All property located in Steiner Ranch, Phase One, Section Two, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 88, Pages 214-224, Plat Records of Travis County, Texas, **SAVE AND EXCEPT** the property described in instrument recorded in Volume 11039, Page 1, Real Property Records of Travis County, Texas;
- 7.) All property located in Steiner Ranch, Phase One, Section One-A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 87, Pages 149C-149D, Plat Records of Travis County, Texas, **SAVE AND EXCEPT** the property described in instrument recorded in Volume 10945, Page 755, Real Property Records of Travis County, Texas;
- 8.) All property located in Steiner Ranch Phase One, Section Two-A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 88, Pages 295-302, Plat Records of Travis County, Texas;

EXHIBIT "A" - 1

9.) All property located in Steiner Ranch Blvd. Phase One, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 87, Pages 113B-114A, Plat Records of Travis County, Texas,

10.) Approximately 33.51 acres located in Steiner Ranch Phase One, Section 3, Travis County, Texas, and more particularly described by metes and bounds on Exhibit A-1, attached hereto and incorporated herein;

11.) All property located in Steiner Ranch Phase One, Section 4A, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 96, Pages 247 et. seq., Plat Records of Travis County, Texas,

12.) All property located in Steiner Ranch Phase One, Section 4B, a subdivision located in Travis County, Texas, according to the map or plat recorded in Book 98, Pages 29 et. seq., Plat Records of Travis County, Texas,

13.) Approximately 62.21 acres located in Steiner Ranch Phase 2, Section 3A, Travis County, Texas, and more particularly described by metes and bounds on Exhibit A-4, attached hereto and incorporated herein;

14.) Approximately 25.54 acres located in Steiner Ranch Phase One Section 5, Travis County, Texas, and more particularly described on Exhibit A-5 attached hereto and incorporated herein;

15.) Approximately 69.6741 acres located in Steiner Ranch Phase 2, Section 3-B, 3-C and 3-D, Travis County, Texas, and more particularly described on Exhibit A-6 attached hereto and incorporated herein;

16.) Approximately 10 acres located in Travis County Texas, and more particularly described on Exhibit A-7 attached hereto and incorporated herein; and

17.) All or any portion of Tract I and/or Tract II not owned by Grantor on the date this Declaration is recorded in the Real Property Records of Travis County, Texas.

EXHIBIT "A" - 2

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

1.83 Acres

A 1.83 acre tract of land described in Quitclaim Deed from T. C. Steiner, Jr. to T.H.L. Rauch, Ltd. of record in Volume 11963, page 455, Real Property Records of Travis County, Texas.

EXHIBIT "A" - 3

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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TRACT I
Exhibit A-1

Steiner Ranch

F.N. 4639 (D39)
January 14, 1993
SRI Job No. 1651
Ref. SRI Drawing No. 5022-1951-01

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE D. & W. RAILROAD SURVEY NO. 74, THE D. & W. RAILROAD COMPANY SURVEY NO. 72, THE LEVI BANKSTON SURVEY NO. 681, THE D. & W. RAILROAD COMPANY SURVEY NO. 69, THE HATTIE E. HANCOCK SURVEY NO. 72, THE WILLIAM A. HADLEY SURVEY NO. 460, THE HATTIE E. HANCOCK SURVEY NO. 70, A-2585, THE E.S. HUGHES SURVEY NO. 115, THE W. B. ROYAL SURVEY NO. 75, A-666, THE EDMUND B. JACKSON SURVEY NO. 47, A-813, THE WILLIAM BRADFORD SURVEY NO. 48, A-81, THE JOHN JACKSON SURVEY NO. 50, A-450, AND THE J. C. BRADFORD SURVEY NO. 48, A-82, IN TRAVIS COUNTY, TEXAS; BEING THE REMAINING PORTION OF A 2,672-ACRE TRACT OF LAND AS CONVEYED FROM EL PASO FEDERAL SAVINGS AND LOAN ASSOCIATION TO EPSC, INC. BY DEED RECORDED IN VOLUME 10701, PAGE 1825 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2,672-ACRE TRACT BEING REVISED TO A 3,804.375-ACRE TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED RECORDED IN VOLUME 11040, PAGE 9 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND WITHIN THIS DESCRIPTION BEING ALL OF STEINER RANCH PHASE ONE, IRRIGATION TRACT, A SUBDIVISION RECORDED IN BOOK 87, PAGES 1950-197A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE RESUBDIVISION OF STEINER RANCH PHASE ONE, SECTION ONE, A SUBDIVISION RECORDED IN BOOK 87, PAGES 214D-197A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF STEINER RANCH BLVD. AS DEDICATED BY BOOK 87, PAGE 1138, AND BOOK 87, PAGE 180A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; AND ALL OF THAT PORTION OF GUNLAW PARK ROAD AS DEDICATED BY BOOK 87, PAGE 196C AND BEING ALL OF THAT PORTION OF SELMA HUGHES PARK ROAD, AS DEDICATED BY VOLUME 11227, PAGE 1909, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF PANTHER HOLLOW NO. 1, A SUBDIVISION RECORDED IN BOOK 6, PAGE 175 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the southeasterly right-of-way line of Ranch Road No. 520 (based on a width of 100.00 feet), same being the northeasterly corner of the said 3824.375 acre tract, same being a northeasterly corner of that certain 1753.77 acre tract conveyed to Sunbelt Savings F.S.B. (formerly Western Savings) by deed recorded in Volume 10153, Page 77 of the Deed Records of Travis County, Texas;

THENCE, southerly along the common line between said 1753.77 acre tract and the herein described tract, the following five (5) courses:

1. S 27° 26' 34" W, a total distance of 635.47 feet to a cedar fence post found for corner;
2. N 58° 01' 27" W, a distance of 156.52 feet to a cedar fence post found for corner;
3. S 27° 33' 33" W, a distance of 4107.62 feet to a 3/4-inch iron pipe in rock mound found for corner in fence line;
4. S 27° 36' 03" W, a distance of 577.60 feet to a 1/2-inch iron rod found at a fence post found at a corner; and
5. S 27° 31' 21" W, a distance of 678.53 feet to a 1/2-inch iron rod set for the easterly corner of Lot One, Steiner Ranch Phase Two, Section One, a subdivision as recorded in Book 88, Page 40 of the Plat Records of Travis County, Texas;

THENCE, northerly along the east line of said Lot One, the following three (3) courses:

1. N 15° 44' 17" W, a distance of 115.35 feet to a 3/4-inch iron rod found for corner;
2. N 15° 58' 44" W, a distance of 253.80 feet to a 1/2-inch iron rod found for corner;
3. N 13° 03' 05" E, a distance of 267.41 feet to a concrete monument found on the curving south line of Steiner Ranch Boulevard (120' ROW);

EXHIBIT "A" - 4

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Steiner Ranch

P.N. 4635 (D.20)
January 14, 1993
SRI Job No. 1951
Ref. SRI Drawing No. 1022-1951-01

THENCE, westerly along said southerly line of Steiner Ranch Boulevard, the following nine (9) courses:

1. A distance of 247.33 feet along the arc of a curve to the right, having a central angle of $15^{\circ} 09' 22''$, a radius of 835.03 feet and a chord which bears $S 75^{\circ} 03' 37'' W$, a distance of 245.6 feet to a 1/2-inch iron rod found for a point of tangency.
2. $S 52^{\circ} 33' 13'' W$, a distance of 328.82 feet to a 1/2-inch iron rod found at a point of curvature of a curve to the left.
3. A distance of 344.67 feet along the arc of said curve to the left, having a central angle of $28^{\circ} 54' 10''$, a radius of 690.03 feet and a chord which bears $S 68^{\circ} 08' 09'' W$, a distance of 344.39 feet to a 1/2-inch iron rod found for a point of curvature.
4. $S 33^{\circ} 41' 04'' W$, a distance of 600.32 feet to a 1/2-inch iron rod found for a point of curvature.
5. A distance of 404.75 feet along the arc of a curve to the left, having a central angle of $33^{\circ} 38' 34''$, a radius of 693.00 feet and a chord which bears $S 36^{\circ} 52' 46'' W$, a distance of 398.97 feet to a 1/2-inch iron rod found for a point of tangency.
6. $S 20^{\circ} 04' 31'' W$, a distance of 849.14 feet to a 1/2-inch iron rod found for a point of curvature.
7. A distance of 454.86 feet along the arc of a curve to the right, having a central angle of $35^{\circ} 53' 17''$, a radius of 769.32 feet and a chord which bears $S 36^{\circ} 02' 08'' W$, a distance of 435.80 feet to a 1/2-inch iron rod found for a point of tangency.
8. $S 53^{\circ} 57' 45'' W$, a distance of 210.48 feet to a 1/2-inch iron rod found for a point of curvature, and
9. A distance of 138.03 feet along the arc of a curve to the right, having a central angle of $09^{\circ} 08' 20''$, a radius of 894.38 feet and a chord which bears $S 80^{\circ} 02' 57'' W$, a distance of 157.86 feet to a point from which an iron rod found bears $S 57^{\circ} 04' 35'' E$, a distance of 6.78 feet.

THENCE, leaving the said right-of-way line and crossing the said 36.72 acre tract of land, the following sixteen (16) courses:

1. $S 57^{\circ} 04' 35'' E$, a distance of 189.60 feet to a 1/2-inch iron rod found.
2. $S 75^{\circ} 51' 52'' E$, a distance of 73.06 feet to a cotton spindle found.
3. $S 58^{\circ} 17' 04'' E$, a distance of 155.92 feet to a 1/2-inch iron rod found.
4. $S 22^{\circ} 23' 40'' E$, a distance of 150.00 feet to a 1/2-inch iron rod found.
5. $S 78^{\circ} 51' 29'' E$, a distance of 195.33 feet to a 1/2-inch iron rod found.
6. $N 82^{\circ} 04' 45'' E$, a distance of 155.74 feet to a 1/2-inch iron rod found.
7. $S 72^{\circ} 17' 10'' E$, a distance of 157.80 feet to a 1/2-inch iron rod found.
8. $N 78^{\circ} 14' 24'' E$, a distance of 44.54 feet to a cotton spindle found.
9. $N 27^{\circ} 42' 05'' E$, a distance of 38.18 feet to a cotton spindle found.
10. $S 85^{\circ} 23' 57'' E$, a distance of 29.23 feet to a cotton spindle found.

EXHIBIT "A" - 5

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Steiner Ranch

F.N. 4533 (DUM)
January 14, 1982
SPJ Jop No. 1251
Ref. SPJ Drawing No. L022-1251-01

11. S 37° 54' 03" E, a distance of 51.14 feet to a 1/2-inch iron rod found;
12. S 86° 54' 48" E, a distance of 252.58 feet to a 1/2-inch iron rod found;
13. S 72° 24' 32" E, a distance of 71.47 feet to a 1/2-inch iron rod found;
14. N 82° 01' 01" E, a distance of 60.06 feet to a cotton spindle found;
15. S 35° 24' 08" E, a distance of 146.63 feet;
16. S 77° 34' 42" E, a distance of 150.88 feet to a nail found in a fence post on the east line of the said 3804.373 acre tract, being the west line of the said 1753.77 acre tract.

THENCE, with the said east line of the 3804.373 acre tract, being the said west line of the 1753.77 acre tract, the following nine (9) courses:

1. S 28° 32' 15" W, at a distance of 1753.45 feet passing an iron rod in concrete found for the northeast corner of Lot 1, Steiner Ranch Phase One Irrigation Tract, a subdivision as recorded in Book 17, Page 198C of Plat Records of Travis County, Texas, and at a distance of 5148.54 feet passing a 1/2-inch iron rod found for the northeasterly turning point of Steiner Ranch Boulevard (90-foot R.O.W.), continuing for a total distance of 5731.77 feet to a 3/4-inch iron pipe in rock mound found at fence corner;
2. S 31° 30' 45" E, a distance of 3672.01 feet to a 5/8-inch iron rod found at fence corner;
3. S 27° 05' 18" W, a distance of 1725.17 feet to a 1/2-inch iron rod found at fence corner;
4. N 82° 58' 13" W, a distance of 32.25 feet to a 1/2-inch iron rod found at fence corner;
5. N 64° 54' 21" W, a distance of 164.07 feet to a 1/2-inch iron rod found at fence corner;
6. S 37° 23' 52" W, a distance of 144.25 feet to a 1/2-inch iron rod found at fence corner;
7. S 28° 42' 38" W, a distance of 3820.08 feet to an 18" cedar tree in fence line for corner;
8. S 27° 28' 33" W, at a distance of 527.92 feet passing a 1/2-inch iron rod found for the southeast corner of Lot 2, in said Steiner Ranch Phase One Irrigation Tract, continuing for a total distance of 1153.18 feet to a 80d nail found in a tree as a fence corner;
9. S 26° 11' 24" W, a distance of 170.93 feet to a point on the northerly bank of Lake Austin;

THENCE, southwesterly along said northerly bank of Lake Austin, the following twenty-eight (28) courses:

1. S 77° 23' 42" W, a distance of 559.71 feet to a 1/2-inch iron rod found;
2. S 72° 04' 08" W, a distance of 548.42 feet to a 1/2-inch iron rod found;
3. S 70° 22' 04" W, a distance of 618.47 feet to a 1/2-inch iron rod found;
4. S 73° 13' 12" W, a distance of 174.03 feet to a 1/2-inch iron rod found;
5. S 25° 28' 02" W, a distance of 59.06 feet to a cotton spindle found;

EXHIBIT "A" - 6

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Steiner Ranch

F.N. 4633 (L&C)
January 14, 1993
SRI Job No. 1055
Ret. SRI Drawing No. L222-1951-01

6. N 71° 19' 03" W, a distance of 114.81 feet to a point on the bank;
7. N 53° 11' 14" W, a distance of 83.28 feet to a point on the bank;
8. N 15° 53' 54" W, a distance of 59.20 feet to a 1/2-inch iron rod found;
9. N 9° 29' 19" E, a distance of 119.83 feet to a point on the bank;
10. N 28° 28' 09" W, a distance of 144.80 feet to a 1/2-inch iron rod found;
11. S 83° 27' 39" W, a distance of 27.85 feet to a 1/2-inch iron rod found;
12. S 64° 20' 39" W, a distance of 102.02 feet to a point on the bank;
13. S 36° 59' 38" E, a distance of 35.36 feet to a 1/2-inch iron rod found;
14. N 84° 35' 09" E, a distance of 107.86 feet to a 1/2-inch iron rod found;
15. S 47° 54' 54" E, a distance of 25.35 feet to a 1/2-inch iron rod found;
16. S 23° 42' 56" E, a distance of 49.89 feet to a 1/2-inch iron rod found;
17. S 09° 54' 24" W, a distance of 128.12 feet to a 1/2-inch iron rod found;
18. S 09° 59' 14" E, a distance of 98.87 feet to a 1/2-inch iron rod found;
19. S 41° 32' 08" E, a distance of 132.94 feet to a 1/2-inch iron rod found;
20. S 38° 12' 18" W, a distance of 112.59 feet to a 1/2-inch iron rod with punch hole found;
21. S 67° 14' 45" W, a distance of 55.82 feet to a 50¢ nail found;
22. N 50° 36' 41" W, a distance of 27.86 feet to a 1/2-inch iron rod found;
23. S 35° 41' 53" W, a distance of 441.03 feet to a 1/2-inch iron rod found;
24. S 64° 21' 11" W, a distance of 346.72 feet to a point on the bank;
25. S 52° 29' 29" W, a distance of 312.42 feet to a point on the bank;
26. S 43° 35' 24" W, a distance of 333.63 feet to a point on the bank;
27. S 39° 11' 03" W, a distance of 158.23 feet to a point on the bank;
28. S 35° 54' 28" W, a distance of 217.13 feet to a point on the bank for the most easterly corner of that certain five-acre tract of land known as Selma Hughes County Park, as conveyed to Travis County by deed recorded in Volume 606 at Page 496 of the Deed Records of Travis County, Texas;

THENCE, N 45° 21' 33" W, along the northeasterly line of said Selma Hughes County Park, same being the southeasterly line of Lot 1, Panther Hollow No. 1, a subdivision as recorded in Book 6, Page 175 of the Plat Records of Travis County, Texas, a distance of 345.60 feet to the northwest line of Panther Drive (based on a width of 66.00 feet);

THENCE, N 45° 38' 44" W, continuing along the northwest line of said Selma Hughes County Park, a distance of 58.40 feet to a 1/2-inch iron rod found for the most northerly corner of said park;

EXHIBIT "A" - 7

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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TRENCHE, S 43° 42' 20" W, along the northwesterly line of said Selma Hughes County Park, a distance of 571.15 feet to a point on the northerly edge of pavement of Selma Hughes Park Road, said edge of pavement being the north line of a 32.85-acre tract (Tract 1) as conveyed to Robert Lee Steiner by deed recorded in Volume 11372, Page 1455 of the Public Property Records of Travis County, Texas;

TRENCHE, westerly along said northerly edge of pavement of Selma Hughes Park Road and the north line of said Steiner 32.85-acre tract (Tract 1), the following thirty-six (36) courses:

1. N 50° 40' 32" W, a distance of 2.32 feet to a point;
2. N 57° 28' 49" W, a distance of 34.45 feet to a point;
3. N 64° 33' 55" W, a distance of 42.34 feet to a point;
4. S 63° 43' 35" W, a distance of 41.78 feet to a point;
5. S 63° 21' 07" W, a distance of 53.89 feet to a point;
6. S 58° 56' 37" W, a distance of 56.14 feet to a point;
7. S 55° 09' 11" W, a distance of 45.45 feet to a point;
8. S 52° 07' 33" W, a distance of 48.17 feet to a point;
9. S 52° 52' 42" W, a distance of 71.34 feet to a point;
10. S 60° 30' 08" W, a distance of 75.83 feet to a point;
11. S 60° 10' 23" W, a distance of 70.05 feet to a point;
12. S 62° 51' 30" W, a distance of 61.53 feet to a point;
13. S 61° 27' 04" W, a distance of 85.00 feet to a point;
14. S 63° 48' 14" W, a distance of 89.84 feet to a point;
15. S 63° 47' 11" W, a distance of 79.40 feet to a point;
16. S 66° 13' 38" W, a distance of 47.74 feet to a point;
17. S 67° 13' 25" W, a distance of 48.52 feet to a point;
18. S 68° 45' 40" W, a distance of 43.23 feet to a point;
19. S 71° 12' 51" W, a distance of 55.53 feet to a point;
20. S 71° 33' 58" W, a distance of 35.54 feet to a point;
21. S 75° 23' 33" W, a distance of 45.32 feet to a point;
22. S 69° 27' 58" W, a distance of 100.32 feet to a point;
23. S 55° 12' 48" W, a distance of 89.75 feet to a point;
24. S 66° 09' 20" W, a distance of 88.13 feet to a point;
25. S 68° 23' 33" W, a distance of 56.05 feet to a point;

EXHIBIT "A" - 8

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Steiner Ranch

FM 4639 (DUG)
January 14, 1993
SRI Job No. 1251
Ref. SRI Drawing No. 1022-1251-01

26. S 65° 17' 10" W, a distance of 45.47 feet to a point;
27. S 77° 34' 55" W, a distance of 42.22 feet to a point;
28. N 64° 38' 34" W, a distance of 49.44 feet to a point;
29. N 72° 14' 38" W, a distance of 87.87 feet to a point;
30. N 81° 09' 52" W, a distance of 49.40 feet to a point;
31. N 72° 53' 10" W, a distance of 88.91 feet to a point;
32. N 59° 39' 07" W, a distance of 74.03 feet to a point;
33. N 42° 33' 24" W, a distance of 60.73 feet to a point;
34. N 51° 40' 41" W, a distance of 61.86 feet to a point;
35. N 74° 52' 25" W, a distance of 63.52 feet to a point;
36. N 59° 17' 10" W, a distance of 60.52 feet to a point;

THENCE, crossing the pavement of Sabra Hughes Park Road along the west line of said Steiner 85.85-acre tract (Tract 1), S 13° 52' 43" E, a distance of 42.46 feet to a 1/2-inch iron rod found on a line thirty (30) feet south of and parallel to the centerline of Sabra Hughes Park Road, said line also being the north line of a 0.84-acre tract described in deed reported in Volume 7878, Page 132 of the Deed Records of Travis County, Texas;

THENCE, westerly along the common line between the herein described tract of land and said 0.84-acre tract of land, the following thirteen (13) courses:

1. N 89° 24' 06" W, a distance of 75.60 feet to a 1/2-inch iron rod found at a point of curvature;
2. A distance of 373.22 feet along the arc of a curve to the left, having a central angle of 27° 09' 32", a radius of 753.83 feet and a chord bearing S 77° 00' 56" W, a distance of 376.43 feet to a 1/2-inch iron rod found at a point of tangency;
3. S 63° 23' 58" W, a distance of 231.46 feet to a 1/2-inch iron rod found at a point of curvature;
4. A distance of 376.43 feet along the arc of a curve to the right, having a central angle of 64° 12' 45", a radius of 322.93 feet and a chord bearing N 64° 24' 11" W, a distance of 351.25 feet to an iron rod found at a point of tangency;
- (5) N 52° 14' 21" W, a distance of 419.24 feet to a 1/2-inch iron rod found at a point of curvature;
- (6) A distance of 353.94 feet along the arc of a curve to the left, having a central angle of 33° 40' 21", a radius of 602.85 feet and a chord bearing N 69° 04' 32" W, a distance of 343.87 feet to a 1/2-inch iron rod found at a point of tangency;
- (7) N 55° 54' 42" W, a distance of 256.76 feet to a 1/2-inch iron rod found at a point of curvature;
- (8) A distance of 117.53 feet along the arc of a curve to the left, having a central angle of 04° 06' 22", a radius of 1625.64 feet and a chord bearing N 57° 53' 54" W, a distance of 117.50 feet to a 1/2-inch iron rod found at a point of tangency.

EXHIBIT "A" - 9

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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- (9) S 82° 55' 53" W, a distance of 405.99 feet to a 1/2-inch iron rod found at a point of curvature;
- (10) A distance of 265.52 feet along the arc of a curve to the right, having a central angle of 95° 19' 27", a radius of 2221.63 feet and a chord bearing N 87° 23' 24" W, a distance of 268.85 feet to a 1/2-inch iron rod found at a point of tangency;
- (11) N 84° 43' 42" W, a distance of 15.00 feet to a 1/2-inch iron rod found at a point of curvature;
- (12) A distance of 128.50 feet along the arc of a curve to the right, having a central angle of 12° 42' 14", a radius of 580.00 feet and a chord bearing N 78° 22' 30" W, a distance of 129.34 feet to a 1/2-inch iron rod found at a point of reverse curvature;
- (13) A distance of 63.18 feet along the arc of a curve to the left, having a central angle of 120° 42' 19", a radius of 29.00 feet and a chord bearing S 47° 38' 09" W, a distance of 52.13 feet to a 1/2-inch iron rod found;

THENCE, N 81° 11' 12" W, a distance of 1562.11 feet to a 1/2-inch iron rod found for corner;

THENCE, N 56° 39' 15" W, a distance of 1535.17 feet to a 1/2-inch iron rod found in the southeasterly bank of Lake Austin;

THENCE, northerly along said southeasterly and easterly bank of Lake Austin, the following twenty-six (26) courses:

- (1) N 38° 53' 18" E, a distance of 496.37 feet to a 1/2-inch iron rod found;
- (2) N 40° 14' 11" E, a distance of 512.84 feet to a 1/2-inch iron rod found;
- (3) N 38° 53' 18" E, a distance of 491.02 feet to a point on the bank;
- (4) N 38° 29' 12" E, a distance of 500.37 feet to a point on the bank;
- (5) N 38° 39' 19" E, a distance of 504.86 feet to a 1/2-inch iron rod found;
- (6) N 40° 27' 37" E, a distance of 484.88 feet to a 1/2-inch iron rod found;
- (7) N 45° 40' 32" E, a distance of 488.48 feet to a 1/2-inch iron rod found;
- (8) N 41° 41' 45" E, a distance of 503.72 feet to a 1/2-inch iron rod found;
- (9) N 41° 10' 05" E, a distance of 584.43 feet to a 1/2-inch iron rod found;
- (10) N 37° 38' 54" E, a distance of 493.61 feet to a 1/2-inch iron rod found;
- (11) N 38° 43' 00" E, a distance of 506.78 feet to a 1/2-inch iron rod found;
- (12) N 26° 38' 37" E, a distance of 330.65 feet to a 1/2-inch iron rod found;
- (13) N 24° 27' 32" E, a distance of 1141.34 feet to a 1/2-inch iron rod found;
- (14) N 18° 57' 33" E, a distance of 541.35 feet to a 1/2-inch iron rod found;
- (15) N 18° 12' 04" E, a distance of 459.89 feet to a 1/2-inch iron rod found;
- (16) N 09° 35' 04" E, a distance of 512.48 feet to a 1/2-inch iron rod set.

EXHIBIT "A" - 10

STEINER RANCH
 AMENDED AND RESTATED MASTER DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

- (17) N 02° 04' 22" W, a distance of 599.55 feet to a 1/2-inch iron rod found;
- (18) N 06° 06' 48" W, a distance of 423.51 feet to a 1/2-inch iron rod set;
- (19) N 10° 11' 35" W, a distance of 549.23 feet to a 1/2-inch iron rod found;
- (20) N 06° 20' 40" W, a distance of 534.88 feet to a 1/2-inch iron rod found at a base of a tree;
- (21) N 04° 47' 38" W, a distance of 1277.75 feet to a point on the bank;
- (22) N 52° 55' 33" W, a distance of 890.45 feet to a 1/2-inch iron rod set;
- (23) N 04° 16' 42" W, a distance of 617.03 feet to a point on the bank;
- (24) N 00° 13' 02" E, a distance of 554.95 feet to a 1/2-inch iron rod found;
- (25) N 04° 18' 20" W, a distance of 938.43 feet to a 1/2-inch iron rod found at fence corner for the most northeasterly corner of the said 3604.373 acre tract, same begin the southwest corner of that certain 1.54-acre tract conveyed to Jerry W. Milligan, et ux by deed recorded in Volume 5959, Page 2134 of the Deed Records of Travis County, Texas;

THENCE, easterly along the common line between the herein described tract and said 1.54-acre tract, the following three (3) courses:

- (1) N 61° 25' 50" E, a distance of 114.27 feet to a 1/2-inch iron rod found at fence corner;
- (2) N 45° 13' 53" E, a distance of 163.53 feet to a 1/2-inch iron rod found;
- (3) N 30° 54' 27" E, a distance of 230.85 feet to a 1/2-inch iron rod found for the southeast corner of said 1.54-acre tract, same being the southwest corner of that certain 3.04-acre tract conveyed to S&H Partnership by deed recorded in Volume 11024, Page 1500 of the Real Property Records of Travis County, Texas;

THENCE, easterly along the common line between said 3.04-acre tract and the said 3604.373 acre tract, the following four (4) courses:

- (1) S 78° 18' 05" E, a distance of 74.89 feet to a 1/2-inch iron rod found for corner;
- (2) N 82° 46' 30" E, a distance of 101.32 feet to a 1/2-inch iron rod found for corner;
- (3) N 88° 27' 31" E, a distance of 163.32 feet to a 1/2-inch iron rod found for corner;
- (4) N 77° 27' 18" E, a distance of 57.09 feet to a 1/2-inch iron rod found for the southeast corner of said 3.04-acre tract, same being the southwest corner of Meadow Acres, a subdivision as recorded in Book 23, Page 15 of the Plat Records of Travis County, Texas;

THENCE, easterly along the common line between the said 3604.373 acre tract and said Meadow Acres, the following thirteen (13) courses:

- (1) N 78° 53' 05" E, a distance of 58.95 feet to a 60d nail found;
- (2) N 56° 22' 01" E, a distance of 800.62 feet to a fence corner post found;
- (3) S 37° 08' 38" E, a distance of 283.23 feet to a 1/2-inch iron rod found;

EXHIBIT "A" - 11

STEINER RANCH
 AMENDED AND RESTATED MASTER DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

- (4) S 87° 27' 43" E, a distance of 259.78 feet to a 1/2-inch iron rod found in oak tree;
- (5) N 87° 59' 43" E, a distance of 137.39 feet to a 1/2-inch iron rod set;
- (6) S 80° 48' 38" E, a distance of 55.06 feet to a 1/2-inch iron rod found;
- (7) S 65° 45' 32" E, a distance of 451.60 feet to a 1/2-inch iron rod found;
- (8) S 72° 03' 00" E, a distance of 158.33 feet to an iron rod set;
- (9) S 65° 41' 35" E, a distance of 121.65 feet to an iron rod set;
- (10) S 81° 46' 48" E, a distance of 361.22 feet to an iron rod set;
- (11) S 81° 30' 49" E, a distance of 330.57 feet to an 60d-nail found in 18" oak tree;
- (12) S 59° 58' 45" E, a distance of 118.33 feet to an iron pipe found;
- (13) N 27° 00' 08" E, a distance of 353.52 feet to a 60d-nail found in fence;
- (14) N 28° 18' 09" E, a distance of 187.39 feet to a 1/2-inch iron rod found for the northeast corner of the said Monahan Acres being of south corner of that called 320 acre tract 1 as described in that deed to LCRA as recorded in Volume 1743, Page 145 of the Travis County Deed Records.

THENCE, with a westerly line of the said 3604.373 acre tract N 29° 00' 00" E, a distance of 1874.10 feet to a 1/2-inch iron rod found on the south line of that called 79.87 acre tract, tract 1 as described in that deed to LCRA as recorded in Volume 554, Page 639 of the Travis County Deed Records from which an iron pipe found in a rock mound at the west corner of the said 79.87 acre tract on the east line of the said 320 acre tract bears N 30° 49' 25" W, a distance of 111.28 feet.

THENCE, easterly along the common line between the said 3604.373 acre tract and said 79.87-acre tract, the following two (2) courses:

- (1) S 30° 53' 23" E, a distance of 528.58 feet to a 1-inch iron pipe found for corner;
- (2) N 39° 10' 29" E, a distance of 1778.92 feet to a 1-inch iron pipe found at fence corner for the most westerly corner of that certain 148.068-acre tract as conveyed to Jerry Thomas Hughes by deed recorded in Volume 11492, Page 604 of the Deed Records of Travis County, Texas;

THENCE, S 81° 55' 22" E, along the common line of the herein described tract of land and said 148.068-acre tract, at a distance of 3579.02 feet passing a 1-inch iron pipe at fence corner for the southeast corner of said 148.068-acre tract, continuing for a total distance of 3643.45 feet to a 1-inch iron pipe found on the east right-of-way line of Quinian Park Road (80' R.O.W.);

THENCE, northerly along said east right-of-way line of Quinian Park Road, the following twenty-five (25) courses:

- (1) N 16° 03' 20" E, a distance of 63.85 feet to a 1-inch iron pipe found for corner;
- (2) N 18° 18' 55" E, a distance of 88.82 feet to a 1/2-inch iron rod found for corner;
- (3) N 22° 47' 11" E, a distance of 89.01 feet to a 1/2-inch iron rod found for corner;
- (4) N 19° 18' 43" E, a distance of 89.09 feet to a 1/2-inch iron pipe found for corner;

EXHIBIT "A" - 12

STEINER RANCH
 AMENDED AND RESTATED MASTER DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

Steiner Ranch

F.N. 4835 (S.U.)
January 14, 1951
SRI Job No. 1951
Ref. SRI Drawing No. LD22-1951-01

- (6) N 23° 42' 21" E, a distance of 99.23 feet to a 1-inch iron pipe found for corner;
- (6) N 23° 42' 09" E, a distance of 100.66 feet to a 1-inch iron pipe found for corner;
- (7) N 21° 26' 32" E, a distance of 209.95 feet to a 1-inch iron pipe found for corner;
- (8) N 18° 53' 41" E, a distance of 191.91 feet to a 1-inch iron pipe found for corner;
- (9) N 13° 48' 18" E, a distance of 132.32 feet to a 1-inch iron pipe found for corner;
- (10) N 11° 08' 32" E, a distance of 191.73 feet to a 1-inch iron pipe found for corner;
- (11) N 07° 03' 45" E, a distance of 131.35 feet to a 1-inch iron pipe found for corner;
- (12) N 06° 05' 17" E, a distance of 135.64 feet to a 1-inch iron pipe found for corner;
- (13) N 06° 48' 35" E, a distance of 98.85 feet to a 1-inch iron pipe found for corner;
- (14) N 09° 50' 55" E, a distance of 85.85 feet to a 1-inch iron pipe found for corner;
- (15) N 20° 27' 09" E, a distance of 25.66 feet to a 1/2-inch iron rod found for corner;
- (16) N 23° 16' 59" E, a distance of 25.83 feet to a 1-inch iron pipe found for corner;
- (17) N 23° 42' 22" E, a distance of 181.54 feet to a 1-inch iron pipe found for corner;
- (18) N 23° 13' 48" E, a distance of 102.84 feet to a 1-inch iron pipe found for corner;
- (18) N 08° 30' 03" E, a distance of 105.16 feet to a 1-inch iron pipe found for corner;
- (20) N 01° 22' 37" E, a distance of 230.87 feet to a 1-inch iron pipe found for corner;
- (21) N 01° 53' 06" E, a distance of 66.58 feet to a 1-inch iron pipe found for corner;
- (22) N 02° 34' 52" E, a distance of 66.87 feet to a 1-inch iron pipe found for corner;
- (23) N 02° 15' 41" E, a distance of 69.92 feet to a 1-inch iron pipe found for corner;
- (24) N 02° 54' 07" E, a distance of 103.72 feet to a 1/2-inch iron rod found for corner;
- (25) N 01° 42' 55" W, a distance of 74.87 feet to a 1/2-inch iron rod found for corner on the south right-of-way line of Ranch Road No. 620 (100' R.O.W.);

THENCE, easterly along said southerly right-of-way line of Ranch Road No. 620 (based on a width of 100.00 feet), the following nineteen (19) courses:

- (1) A distance of 85.79 feet along the arc of a curve to the left, having a central angle of 95° 15' 32", a radius of 218.78 feet and chord bearing N 31° 34' 18" E, a distance of 65.77 feet to a 1/2-inch iron rod found at a point of tangency;
- (2) N 78° 05' 22" E, a distance of 8.77 feet to a 5/8-inch iron rod found at a point of curvature;
- (3) A distance of 412.64 feet along the arc of a curve to the left, having a central angle of 16° 14' 37", a radius of 1479.68 feet and chord bearing N 70° 05' 38" E, a distance of 418.34 feet to a point of tangency;
- (4) N 62° 31' 45" E, a distance of 259.68 feet to a point of curvature from which a 1/2-inch

EXHIBIT "A" - 13

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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Iron rod found bears N 25° 14' 00" W, a distance of 3.20 feet;

- (5) A distance of 582.72 feet along the arc of a curve to the left, having a central angle of 13° 49' 03", a radius of 2037.51 feet and chord bearing N 53° 12' 00" E, a distance of 582.36 feet to a point of tangency from which a 1/2-inch iron rod found bears N 45° 29' 13" E, a distance of 22.85 feet;
- (6) N 47° 58' 21" E, a distance of 376.03 feet to a 1-1/2-inch iron rod found at a point of curvature;
- (7) A distance of 177.31 feet along the arc of a curve to the right, having a central angle of 22° 42' 10", a radius of 447.44 feet and chord bearing N 59° 35' 55" E, a distance of 176.15 feet to a 1-1/4-inch iron rod found at a point of tangency;
- (8) N 71° 00' 04" E, a distance of 204.13 feet to a 1-1/4-inch iron rod found at a point of curvature;
- (9) A distance of 115.71 feet along the arc of a curve to the left, having a central angle of 04° 02' 57", a radius of 1637.26 feet and chord bearing N 65° 05' 18" E, a distance of 115.68 feet to a 3/4-inch iron rod found at a point of tangency;
- (10) N 57° 05' 50" E, a distance of 258.06 feet to a 3/4-inch iron rod found at a point of curvature;
- (11) A distance of 89.03 feet along the arc of a curve to the right, having a central angle of 04° 30' 08", a radius of 1146.23 feet and chord bearing N 69° 30' 24" E, a distance of 89.05 feet to a 1-1/4-inch iron rod found at a point of tangency;
- (12) N 71° 59' 11" E, a distance of 539.08 feet to a 1-1/4-inch iron rod found;
- (13) N 73° 13' 23" E, a distance of 2.01 feet to a 1/2-inch iron rod found at a point of curvature;
- (14) N 74° 28' 30" E, a distance of 232.50 feet to a 1/2-inch iron rod found at a point of tangency;
- (15) N 75° 39' 10" E, a distance of 1377.47 feet to a 1/2-inch iron rod found;
- (16) N 75° 52' 12" E, a distance of 72.57 feet to a 1/2-inch iron rod found;
- (17) N 76° 58' 35" E, a distance of 822.54 feet to an iron rod found with cap;
- (18) N 75° 18' 05" E, a distance of 1062.35 feet to a 1-1/4-inch iron rod found at a point of curvature;
- (19) A distance of 475.69 feet along the arc of a curve to the left, having a central angle of 07° 07' 52", a radius of 8819.83 feet and chord bearing N 72° 48' 30" E, a distance of 474.79 feet to a 1-1/4-inch iron rod found at a point of tangency;
- (20) N 59° 09' 12" E, a distance of 244.58 feet to the POINT OF BEGINNING of the herein described tract of land, and containing an area of 4552 acres of land, more or less.

EXHIBIT "A" - 14

STEINER RANCH
 AMENDED AND RESTATED MASTER DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

Exhibit A-1

Steiner Ranch
Submerged Land

P.N. 4670 (DJK)
April 28, 1982
SPR JSS No. 2024-01
Ref. SPR Drawing No. L022-1851-01

ALL THAT CERTAIN TWO PARCELS OR TRACTS OF LAND OUT OF THE WILLIAM A. HADLEY SURVEY NO. 462, THE MATTHEW E. MANCOCK SURVEY NO. 70, A-2542, THE W. B. ROYAL SURVEY NO. 73, A-986, AND THE J. C. SPADFORD SURVEY NO. 48, A-82, IN TRAVIS COUNTY, TEXAS; BEING OUT OF THAT LAND NOW SUBMERGED BY THE WATERS OF LAKE AUSTIN AND ADJOINING THAT REMAINING PORTION OF A 3.673-ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED FROM EL PASO FEDERAL SAVINGS AND LOAN ASSOCIATION TO EPSC, INC. BY DEED RECORDED IN VOLUME 18781, PAGE 1828 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 3.673-ACRE TRACT BEING REVISED TO A 3.864-573-ACRE TRACT OF LAND DESCRIBED IN A CORRECTION WARRANTY DEED RECORDED IN VOLUME 11040, PAGE 9 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND SAID TWO PARCELS OR TRACTS, AS BEING SHOWN ON THE ACCOMPANYING SKETCH, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TRACT 1 AND TRACT 2 AS FOLLOWS:

TRACT 1 - 11.73 ACRES

BEGINNING at a point on the bank of Lake Austin for the most easterly corner of that certain five-acre tract of land known as Steiner Hughes County Park, as conveyed to Travis County by deed recorded in Volume 608 at Page 486 of the Deed Records of Travis County, Texas from which a 1/2-inch iron rod found for the northeast corner of the said park bears N 45° 21' 38" W, a distance of 343.60 feet and N 45° 35' 44" W, a distance of 83.40 feet;

THENCE crossing into the said Lake Austin S 45° 21' 38" E, a distance of 150.00 feet;

THENCE continuing with a line submerged by the waters of Lake Austin the following two (2) courses:

1. N 50° 26' 25" E, a distance of 1797.64 feet; and
2. N 79° 41' 52" E, a distance of 2236.80 feet to a point on the projection of the easterly line of the said 3834.373 acre tract;

THENCE with the said projected line, N 26° 11' 24" E, a distance of 213.86 feet to a point on the northerly bank of Lake Austin;

THENCE, southeasterly along said northerly bank of Lake Austin, the following twenty-eight (28) courses:

1. S 77° 23' 42" W, a distance of 599.71 feet to a 1/2-inch iron rod found;
2. S 72° 04' 08" W, a distance of 848.42 feet to a 1/2-inch iron rod found;
3. S 70° 22' 04" W, a distance of 813.47 feet to a 1/2-inch iron rod found;
4. S 73° 15' 12" W, a distance of 174.05 feet to a 1/2-inch iron rod found;
5. S 20° 25' 02" W, a distance of 58.06 feet to a cotton spindle found;
6. N 71° 18' 03" W, a distance of 114.81 feet to a point on the bank;
7. N 53° 11' 14" W, a distance of 83.28 feet to a point on the bank;
8. N 10° 53' 54" W, a distance of 59.20 feet to a 1/2-inch iron rod found;
9. N 9° 29' 15" E, a distance of 113.83 feet to a point on the bank;
10. N 28° 26' 08" W, a distance of 144.80 feet to a 1/2-inch iron rod found;

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

11. S 68° 27' 39" W, a distance of 27.89 feet to a 1/2-inch iron rod found;
12. S 66° 23' 28" W, a distance of 152.09 feet to a point on the bank;
13. S 36° 50' 38" E, a distance of 35.36 feet to a 1/2-inch iron rod found;
14. N 84° 58' 08" E, a distance of 107.88 feet to a 1/2-inch iron rod found;
15. S 47° 54' 58" E, a distance of 28.36 feet to a 1/2-inch iron rod found;
16. S 25° 42' 56" E, a distance of 48.88 feet to a 1/2-inch iron rod found;
17. S 08° 54' 24" W, a distance of 128.12 feet to a 1/2-inch iron rod found;
18. S 08° 58' 14" E, a distance of 88.97 feet to a 1/2-inch iron rod found;
19. S 41° 32' 06" E, a distance of 132.94 feet to a 1/2-inch iron rod found;
20. S 38° 12' 18" W, a distance of 112.89 feet to a 1/2-inch iron rod with punch hole found;
21. S 67° 14' 48" W, a distance of 85.02 feet to a 606 nail found;
22. N 58° 36' 41" W, a distance of 27.88 feet to a 1/2-inch iron rod found;
23. S 55° 41' 52" W, a distance of 441.03 feet to a 1/2-inch iron rod found;
24. S 54° 21' 11" W, a distance of 345.72 feet to a point on the bank;
25. S 52° 22' 20" W, a distance of 312.42 feet to a point on the bank;
26. S 43° 35' 24" W, a distance of 333.09 feet to a point on the bank;
27. S 39° 11' 08" W, a distance of 188.23 feet to a point on the bank;
28. S 35° 54' 28" W, a distance of 217.13 feet to the POINT OF BEGINNING and containing 21.73 acres of land.

TRACT 2 - 36.31 Acres

BEGINNING at a 1/2-inch iron rod found at fence corner for the most northwesterly corner of the said 3634.373 acre tract, same being the southwest corner of that certain 1.84-acre tract conveyed to Jerry W. Milligan, et al. by deed recorded in Volume 5658, Page 2184 of the Deed Records of Travis County, Texas;

THENCE crossing said land submerged by the waters of Lake Austin, S 81° 25' 28" W, a distance of 100.00 feet;

THENCE continuing with a line submerged by the waters of Lake Austin, the following seven (7) courses:

1. S 02° 43' 23" E, a distance of 2098.88 feet,
2. S 03° 59' 03" E, a distance of 2272.40 feet,
3. S 05° 59' 24" E, a distance of 2455.08 feet,

EXHIBIT "A" - 16

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

4. S 15° 11' 40" W, a distance of 1465.43 feet;
5. S 20° 53' 31" W, a distance of 1626.94 feet;
6. S 45° 42' 35" W, a distance of 2531.84 feet; and
7. S 38° 59' 30" W, a distance of 2611.80 feet to a point on the westerly extension of the south line of the said 3604.373 acre tract;

THENCE with the said extended line, S 56° 39' 19" E, a distance of 150.00 feet to a 1/2-inch iron rod found on the bank of Lake Austin;

THENCE, northerly along said southeasterly and easterly bank of Lake Austin, the following twenty-six (26) courses:

- (1) N 38° 53' 18" E, a distance of 495.87 feet to a 1/2-inch iron rod found;
- (2) N 40° 14' 11" E, a distance of 512.84 feet to a 1/2-inch iron rod found;
- (3) N 38° 55' 18" E, a distance of 481.02 feet to a point on the bank;
- (4) N 38° 29' 12" E, a distance of 500.37 feet to a point on the bank;
- (5) N 38° 39' 18" E, a distance of 504.66 feet to a 1/2-inch iron rod found;
- (6) N 40° 27' 37" E, a distance of 484.95 feet to a 1/2-inch iron rod found;
- (7) N 45° 40' 32" E, a distance of 488.49 feet to a 1/2-inch iron rod found;
- (8) N 41° 41' 48" E, a distance of 503.72 feet to a 1/2-inch iron rod found;
- (9) N 41° 10' 08" E, a distance of 554.45 feet to a 1/2-inch iron rod found;
- (10) N 38° 38' 54" E, a distance of 583.81 feet to a 1/2-inch iron rod found;
- (11) N 38° 43' 00" E, a distance of 505.79 feet to a 1/2-inch iron rod found;
- (12) N 38° 38' 37" E, a distance of 520.66 feet to a 1/2-inch iron rod found;
- (13) N 24° 20' 32" E, a distance of 1141.34 feet to a 1/2-inch iron rod found;
- (14) N 18° 57' 32" E, a distance of 541.35 feet to a 1/2-inch iron rod found;
- (15) N 18° 12' 34" E, a distance of 459.69 feet to a 1/2-inch iron rod found;
- (16) N 08° 30' 04" E, a distance of 512.48 feet to a 1/2-inch iron rod set;
- (17) N 02° 34' 22" W, a distance of 553.63 feet to a 1/2-inch iron rod found;
- (18) N 04° 36' 49" W, a distance of 423.51 feet to a 1/2-inch iron rod set;
- (19) N 12° 11' 35" W, a distance of 649.23 feet to a 1/2-inch iron rod found;
- (20) N 06° 30' 48" W, a distance of 634.56 feet to a 1/2-inch iron rod found at a base of a tree;
- (21) N 04° 47' 28" W, a distance of 1277.79 feet to a point on the bank;
- (22) N 02° 56' 37" W, a distance of 860.40 feet to a 1/2-inch iron rod set;

EXHIBIT "A" - 17

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A" - 18

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Steiner Ranch
Submerged Land

F.M. 4673 (D-2)
APR 23, 1993
SRI Job No. 2024-01
Ref. SRI Drawing No. 022-1951-01

- (23) N 04° 16' 42" W, a distance of 617.03 feet to a point on the bank;
- (24) N 00° 12' 02" E, a distance of 654.88 feet to a 1/2-inch iron rod found;
- (25) R 04° 16' 20" W, a distance of 668.43 feet to the POINT OF BEGINNING and containing 62.21 acres of land.

Totalling 62.04 acres of land in the two tracts, more or less.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground during 1985 and updated in 1986, December 1991 and December 1992 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23rd day of April, 1993, A.D.

SURVEY RESOURCES, INC.
P.O. Box 152890
Austin, Texas 78716-0890



Donald J. Kirby
Registered Professional Land Surveyor
No. 2508 - State of Texas

EXHIBIT "A" - 19

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A" - 21

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Exhibit A-1

STATE OF TEXAS N
COUNTY OF TRAVIS N

A FIDELITY EIGHTH OF A 34.452 acre tract of land out of the Battle E. Surber Survey No. 77, Travis County, Texas; the said 34.452 acre tract of land being a portion of a 3672 acre tract of land situated in a deed to Wren, J.W., as recorded in Volume 12201, Page 1826 of the Public Records of Travis County, Texas; the said 34.452 acre tract of land being more particularly described by name and survey as follows:

Beginning at an iron rod found in concrete in the south line of Steiner Ranch Addition, a 127" wide easement-way dedicated by the subdivision, "Steiner Ranch Addition, Phase One", as recorded in Book 87, Pages 1134 - 1144 of the First Records of Travis County, Texas; the said iron rod being the northeast corner of Lot One, Steiner Ranch, Phase Two, Section One, a subdivision recorded in Book 88, Pages 40 and 41 of the First Records of Travis County, Texas; the said iron rod being the most northerly northwestern corner and point of beginning of the herein described tract;

THENCE, leaving the south line of Steiner Ranch Addition and crossing the 3672 acre tract of land with the west and north lines of the said Lot One, Steiner Ranch, Phase Two, Section One the following five (5) courses and distances:

- 1) S 16° 18' 30" E, a distance of 174.43 feet to an iron rod found for an angle point;
- 2) S 15° 11' 24" E, a distance of 161.15 feet to a 7-K nail found for an angle point;
- 3) S 14° 03' 04" E, a distance of 204.22 feet to an iron rod found for an angle point;
- 4) S 33° 10' 30" E, a distance of 328.94 feet to an iron rod found in concrete for the southwest corner of Lot One, Steiner Ranch, Phase Two, Section One; and
- 5) N 85° 30' 37" E, a distance of 496.34 feet to an iron rod found in concrete for the southeast corner of Lot One and the most easterly northwestern corner of the herein described tract; the said iron rod being in the southwest line of a 1731.48 acre tract of land described as a deed to Western Savings Association as recorded in Volume 12132, Page 77 of the First Records of Travis County, Texas; the said iron rod being also in the northeast line of the 3672-acre tract of land;

THENCE, with the said northeast line of the 3672-acre tract being the said southwest line of the 1731.48-acre tract the following two (2) courses and distances:

- 1) S 27° 04' 34" E, a distance of 184.04 feet to a nail found for an all corner in the northeast line of the 1731.48-acre tract and the northeast line of the 3672-acre tract; the said nail being the northeast corner of the herein described tract; and
- 2) N 81° 05' 47" E, a distance of 74.44 feet to an iron pipe found for an all corner in the said northeast line of the 3672-acre tract and the northeast line of said 1731.48-acre tract; the said iron pipe being the northern corner of a 221.718-acre tract of land to be the proposed subdivision, "Steiner Ranch, Phase Two, Section Three";

THENCE, leaving the southwest line of the 1731.48-acre tract of land and crossing the said 3672-acre tract of land with a north line of the said 121.718-acre tract of land for the north line of the herein described tract, the following sixteen (16) courses and distances:

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STEINER RANCH
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- 21) N 78° 00' 17" W, a distance of 155.63 feet to an iron rod found for an angle point;
 - 22) N 35° 48' 31" W, a distance of 146.51 feet to a cotton spindle found for an angle point;
 - 23) E 81° 31' 18" W, a distance of 80.11 feet to an iron rod found for an angle point;
 - 24) N 70° 50' 56" W, a distance of 71.46 feet to an iron rod found for an angle point;
 - 25) N 67° 30' 18" W, a distance of 122.50 feet to an iron rod found for an angle point;
 - 26) N 38° 18' 30" W, a distance of 61.15 feet to a cotton spindle found for an angle point;
 - 27) N 56° 49' 41" W, a distance of 37.29 feet to a cotton spindle found for an angle point;
 - 28) S 20° 17' 13" W, a distance of 39.33 feet to a cotton spindle found for an angle point;
 - 29) S 77° 30' 18" W, a distance of 61.51 feet to an iron rod found for an angle point;
 - 30) N 72° 41' 21" W, a distance of 157.26 feet to an iron rod found for an angle point;
 - 31) S 80° 10' 27" W, a distance of 125.89 feet to an iron rod found for an angle point;
 - 32) N 79° 18' 37" W, a distance of 105.11 feet to a cotton spindle found for an angle point;
 - 33) N 22° 49' 11" W, a distance of 156.28 feet to an iron rod found for an angle point;
 - 34) N 56° 42' 07" W, a distance of 153.75 feet to a cotton spindle found for an angle point;
 - 35) N 79° 26' 45" W, a distance of 71.01 feet to an iron rod found for an angle point; and
 - 36) N 57° 23' 09" W, a distance of 138.66 feet to an iron rod found in the surveying southwest line of Steiner Ranch Boulevard and the southwest corner of the parcel described tract the said iron rod being an angle point in the south line of the said 120.715 acre proposed Steiner Ranch, Tract Two, Section 104W.
- Tract, continuing across the said 3472 acre tract with the southwest line of Steiner Ranch Boulevard and the west line of the parcel described tract, the following seven (7) courses and distances:
- 1) a distance of 130.04 feet with the arc of a curve to the left having a central angle of 65° 04' 20", a radius of 594.57 feet and a chord which bears N 60° 06' 24" E, a distance of 127.82 feet to an iron rod found for a point of tangency;
 - 2) N 35° 34' 41" E, a distance of 210.50 feet to an iron rod found for a point of tangency;
 - 3) a distance of 494.85 feet with the arc of a curve to the left having a central angle of 35° 33' 13", a radius of 787.27 feet and a chord which bears N 57° 23' 31" E, a distance of 406.79 feet to an iron rod found for a point of tangency;

EXHIBIT "A" - 23

STEINER RANCH
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- 4) $\pm 18^{\circ} 31' 55" E$, a distance of 549.17 feet to an iron rod found for a point of curvature;
- 5) a distance of 404.78 feet with the arc of a curve to the right having a central angle of $33^{\circ} 36' 47"$, a radius of 990.00 feet and a chord which bears $N 35^{\circ} 21' 47" E$, a distance of 377.00 feet to an iron rod found for a point of tangency;
- 6) $N 33^{\circ} 34' 00" E$, a distance of 800.23 feet to an iron rod found for a point of curvature; and
- 7) a distance of 317.97 feet with the arc of a curve to the right having a central angle of $18^{\circ} 52' 29"$, a radius of 690.00 feet and a chord which bears $N 51^{\circ} 39' 55" E$, a distance of 218.77 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 54.452 acres of land.

That I, Sam Long, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of SEPT, 1908, A.D.



Sam Long
 SAM LONG
 Registered Public Surveyor
 No. 4331 - State of Texas

EXHIBIT "A" - 24

STEINER RANCH
 AMENDED AND RESTATED MASTER DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

Exhibit A-1

1.83 Acres

A called 1.83 acre tract of land described in Quitclaim Deed from T. C. Steiner, Jr. to T.H.L. Ranch, Ltd. of record in Volume 11963, page 455, Real Property Records of Travis County, Texas.

EXHIBIT "A" - 25

STEINER RANCH
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[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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TRACT II
Exhibit A-2

DESCRIPTION

DESCRIPTION OF 5.234 ACRES OF LAND MORE OR LESS OUT OF THE WILLIAM BRADFORD SURVEY NO. 48 AND THE EDMOND B. WADE SURVEY NO. 47, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO BUCKNER BAPTIST BENEVOLENCES, BY DEED RECORDED IN VOLUME 11113, PAGE 340 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 5.234 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A.) BEGINNING at a 1/2 inch iron rod found at the most northerly northwest corner of the herein described tract same being the northeast corner of Lot 11, Block G of River Ridge a Subdivision in Travis County as recorded in Book 63, Page 18 of the Plat Records of Travis County, Texas; also being in a west line of that certain tract of land conveyed to Minnesota Mining and Manufacturing Company, Inc. (M&M&C) by deed recorded in Volume 11240, Page 1487 of Real Property Records of Travis County, Texas. The same being a west line in the boundary line agreement between T. C. Steiner and Chester Freund recorded in Volume 3390, Page 1556 of the Deed Records of Travis County, Texas;

B.) THENCE with the east line of the herein described tract and the west line of said (M&M&C) tract and with west line of said boundary line agreement the following eight (8) courses:

1.) S 72°15'33" E 22.09 feet to a 16d nail found in a 22" leaning Live Oak tree,

2.) S 55°57'11" E 145.74 feet to a 60d nail found,

3.) S 46°08'32" E 142.81 feet to a 1/2 inch iron rod found,

4.) N 32°39'59" E 18.14 feet to a 1/2 inch iron rod found,

5.) S 76°31'05" E 144.58 feet to a 1/2 inch iron rod found,

6.) S 74°44'38" E 107.23 feet to a 1/2 inch iron rod found,

7.) S 38°47'22" E 91.94 feet to a 1/2 inch iron rod found,

8.) S 20°24'01" E passing a point of intersection at 162.16 feet which is a point in the north line of that certain tract of land described as containing 1.4 acres in a deed to Harold W. Wilkerson and wife Doris Wilkerson recorded in Volume 4173, Page 329 of

AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

the Deed Records of Travis County, Texas, said 1.4 acres being in conflict with the herein described tract continuing on for a total distance of 226.28 feet to an "X" set in a concrete driveway for the most easterly southeast corner of this tract, and an interior ell corner for the boundary line agreement and an interior ell corner for the (MMMC) tract;

C.) THENCE with a south line of the herein described tract same being south line of the said boundary agreement also being a south line of the (MMMC) tract, and crossing said 1.4 acre tract S 55°35'54" W 52.64 feet to an "X" set in a concrete driveway for an exterior ell corner of the herein described tract same being an exterior ell corner for the boundary line agreement and an exterior ell corner in the west line of (MMMC) tract also being a point in the east line of a certain 0.426 of one acre tract conveyed to Doris Wilkerson in Volume 4790, Page 2199 of the Deed Records of Travis County, Texas;

D.) THENCE with an interior line of the herein described tract the same being the east line of said 0.426 of one acre tract N 44°58'14" W passing a point of intersection at 147.22 feet which is a point in the north line of said 1.4 acre tract continuing on for a total distance of 167.61 feet to a 60d nail found for an interior ell corner of the herein described tract the same being the northeast corner of the 0.426 of one acre tract;

E.) THENCE with an interior line of the herein described tract the same being the north line of said 0.426 of one acre tract S 56°42'05" W passing a point of intersection at 21.19 feet which is a point in the north line of said 1.4 acre tract from which the northwest corner of said 1.4 acre tract bears N 85°00'00" W 16.55 feet, and continuing the same course 14.47 feet to a point of intersection in the east line of said 1.4 acre tract. Continuing again for a total distance 48.35 feet to a 60d nail found for an interior ell corner of the herein described tract the same being the northwest corner of the said 0.426 of one acre tract;

F.) THENCE with an interior line of the herein described tract same being the west line of said 0.426 of one acre tract S 26°42'48" E at a distance of 215.00' pass a point for the southwest corner of said 0.426 of one acre tract same being the northwest corner of a 0.624 of one acre tract conveyed to Doris Wilkerson in Volume 4790, Page 2199 continuing with the west line of said 0.624 of one acre tract for a total distance of 428.03 feet to a 1/2 inch iron rod set for the most southerly southeast corner of the herein described tract same being the southwest corner of said 0.624 of one acre tract also being the north edge of the Colorado River also known as Lake Austin;

G.) THENCE with the south line of the herein described tract same being the north edge of the Colorado River also known as Lake Austin S 67°56'33" W 186.90 feet to a 1/2 inch iron rod found for the most southerly southwest corner of this tract same being in the east right of way line of River Bend a road conveyed to Travis County in Volume 2985, Page 145 of the Deed Records of Travis County, Texas;

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STEINER RANCH
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COVENANTS, CONDITIONS AND RESTRICTIONS

H.) THENCE leaving the north edge of the Colorado River with the west line of the herein described tract same being the east right of way line of River Bend the following four (4) courses:

- 1.) N 31°49'48" W 264.74 feet to a 1/2 inch iron rod found,
- 2.) N 17°01'31" W 245.03 feet to a 1/2 inch iron rod found at point of curvature,
- 3.) N 51°03'41" W 149.58 feet with the long chord of said curve to the left whose full curve elements are A=158.72 feet, R=133.78 feet, I=67°58'50", T=90.20 feet to a 1/2 inch iron rod found,
- 4.) N 35°06'30" W 17.57 feet to a 1/2 inch iron rod found for the most westerly southwest corner of the herein described tract same being the southeast corner of said Lot 11, River Ridge Subdivision,

I.) THENCE continuing with the west line of the herein described tract same being the east line of said Lot 11, N 17°02'07" W 370.71 feet to the POINT OF BEGINNING and containing 5.234 acres or 228,006 square feet of land more or less as surveyed by Jeryl Hart Engineers, Inc. in January 1994.

I HEREBY CERTIFY that this description was prepared by Jeryl Hart Engineers, Inc. from a survey made on the ground under my supervision and is true and correct to the best of my knowledge.

Jeryl D. Hart 2-22-95
Jeryl D. Hart, R.P.L.S. No. 2377 Date



EXHIBIT "A" - 28

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Exhibit A-3

33.52 Acres
Proposed Steiner Ranch
Phase 1, Section Three

P.L. 49048 (DUK)
October 28, 1994
SPR J&S NO. 2193-04
Ref.: SPR Drawing E801-2193-01

A DESCRIPTION OF A 33.52 ACRE TRACT OF LAND BEING OUT OF THE E. & W. RAILROAD CO. SURVEY NO. 68, THE HATTIE E. HANCOCK SURVEY NO. 78 AND THE HATTIE E. HANCOCK SURVEY NO. 72, ALL OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 752.25 ACRE TRACT OF LAND AS DESCRIBED IN THAT CORRECTION WARRANTY DEED FROM RANDY MOUNEMENTAGE PROPERTIES, INC. TO T.M.L. RANCH, LTD. AS RECORDED IN VOLUME 11484, PAGE 2514 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT PROPOSED SUBDIVISION TO BE KNOWN AS STEINER RANCH, PHASE ONE, SECTION THREE, CURRENTLY BEING REVIEWED BY THE CITY OF AUSTIN PLANNING DEPARTMENT, CASE NUMBER C814-88-124-0616; SAID 33.52 ACRE TRACT OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod set in the south line of Steiner Ranch Boulevard (30-foot wide right-of-way), a street dedicated to the public by the plat of Steiner Ranch Phase One, Section One-A, a subdivision recorded in Book 37, Pages 1490-1493 of the Plat Records of Travis County, Texas, and being at the northwest corner of the Resubdivision of Steiner Ranch Phase One, Section One, recorded in Book 67, Pages 1842-1874 of the Plat Records;

THENCE with the westerly line of said Resubdivision, the following eighteen (18) courses and distances:

1. S 24° 21' 57" W, a distance of 37.05 feet to a 1/2-inch iron rod set.
2. S 33° 33' 13" E, a distance of 120.53 feet to a 1/2-inch iron rod set.
3. S 32° 56' 48" E, a distance of 120.81 feet to a 1/2-inch iron rod set.
4. S 23° 27' 06" E, a distance of 133.67 feet to a 1/2-inch iron rod set.
5. S 14° 12' 12" E, a distance of 140.57 feet to a 1/2-inch iron rod set.
6. S 04° 47' 18" W, a distance of 225.34 feet to a 1/2-inch iron rod set.
7. S 08° 51' 53" E, a distance of 138.80 feet to a 1/2-inch iron rod set.
8. S 13° 41' 04" E, a distance of 262.85 feet to a 1/2-inch iron rod set.
9. N 74° 02' 30" E, a distance of 5.58 feet to a 1/2-inch iron rod set at a point of curvature to the left.
10. a distance of 88.10 feet along the arc of said curve to the left, having a central angle of 32° 07' 08", a radius of 175.00 feet, and whose chord bears N 57° 58' 57" E, a distance of 88.62 feet to a concrete monument set at the point of tangency.
11. S 48° 04' 06" E, a distance of 60.00 feet to a 1/2-inch iron rod set.
12. N 43° 55' 24" E, a distance of 85.00 feet to a 1/2-inch iron rod set.
13. S 48° 04' 36" E, a distance of 100.72 feet to a 1/2-inch iron rod set.
14. S 42° 19' 57" W, a distance of 101.35 feet to a 1/2-inch iron rod set.
15. S 41° 39' 21" W, a distance of 82.43 feet to a 1/2-inch iron rod set.
16. S 02° 28' 14" E, a distance of 168.77 feet to a 1/2-inch iron rod set.
17. S 57° 19' 50" W, a distance of 136.25 feet to a 1/2-inch iron rod set, and
18. N 86° 23' 42" W, a distance of 107.26 feet to a 1/2-inch iron rod set at a southeasterly corner of said Resubdivision, being in the northeast line of a 100-foot wide easement.

EXHIBIT "A" - 29

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A" - 30

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COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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32.52 Acres
Proposed Steiner Ranch
Phase I, Section Three

FA 484-A (D.L.K.)
October 28, 1984
SRI Job No. 2195-04
Ref: SRI Drawing E001-2195-01

to Lower Colorado River Authority (LCRA), recorded in Volume 638, Page 202 of the
Deed Records of Travis County, Texas;

THENCE with said northeast line of the LCRA easement, S 42° 39' 53" E, a distance of 40.00 feet to
a 1/2-inch iron rod set;

THENCE crossing said LCRA easement, S 46° 30' 47" W, a distance of 100.00 feet to a 1/2-inch iron
rod set in the southwest line of said LCRA easement, being also the northeast line of that certain
SS84 acre tract of land described in a deed to T.M.L. Ranch Ltd., recorded in Volume 11953, Page
404 of said Deed Records;

THENCE with said southwest line of the LCRA easement, N 42° 28' 13" W, a distance of 1810.41 feet
to a 1/2-inch iron rod set;

THENCE crossing said LCRA easement, N 37° 39' 20" E, a distance of 89.38 feet to a 1/2-inch iron
rod set in the north line of said Steiner Ranch Boulevard;

THENCE with said south line of Steiner Ranch Boulevard, the following four (4) courses and
distances:

1. N 47° 30' 20" E, passing at 1.80 feet a concrete monument set in said northeast line
of the LCRA easement for a total distance of 453.50 feet to a 1/2-inch iron rod found
at a point of curvature to the right;
2. a distance of 571.82 feet along the arc of said curve to the right, having a central
angle of 72° 38' 14", a radius of 445.08 feet and whose chord bears N 84° 23' 27" E,
a distance of 533.08 feet to a 1/2-inch iron rod found at the point of tangency;
3. S 88° 42' 45" E, a distance of 169.81 feet to a 1/2-inch iron rod found at a point of
curvature to the left; and
4. a distance of 90.08 feet along the arc of said curve to the left, having a central angle
of 08° 55' 35", a radius of 745.00 feet and whose chord bears S 62° 10' 14" E, a
distance of 90.01 feet to the POINT OF BEGINNING and containing 13.52 acres.

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

KNOW ALL MEN BY THESE PRESENTS:

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the
above description is true and correct to the best of my knowledge and that the property described
therein was examined by a survey made on the ground during February 1984 under my direction
and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 1st day of November,
1984, A.D.

Survey Resources, Inc.
P.O. Box 162686
Austin, Texas 78716-2686



EXHIBIT "A" - 31

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Exhibit A-4

62.21 Acres
Steiner Ranch
Phase 2, Section 3-A
Page 1

Harris E. Hancock Survey No. 72
November 3, 1994
94551.10/ff

STATE OF TEXAS
COUNTY OF TRAVIS

FIELDNOTE DESCRIPTION of a 62.21 acre tract of land out of the Harris E. Hancock Survey No. 72, Travis County, Texas; the said 62.21 acre tract of land being a portion of a 1,354 acre tract of land described in a deed to THE Ranch as recorded in Volume 11867, Page 404 of the Deed Records of Travis County, Texas; the said 62.21 acre tract of land being all of the proposed subdivision, "Steiner Ranch, Phase 2, Section 3-A", currently under review by the City of Austin, (CA-91-0099.1C), the said 62.21 acre tract of land being more particularly described by meter and bounds as follows:

COMMENCING at an iron rod found for a point of curvature of a right-of-way return in the south line of Steiner Ranch Boulevard, a 120' wide right-of-way dedicated by the subdivision, "Steiner Ranch Boulevard, Phase One", as recorded in Book 47, Pages 113B-114A of the Plat Records of Travis County, Texas; the said iron rod being at the intersection of the south line of Steiner Ranch Boulevard and the east line of Quilley Park Road and being N76°51'11"E, a distance of 120.01 feet from an iron rod found for the most westerly southwest corner of the said Steiner Ranch Boulevard, Phase One;

THENCE, with the south line of Steiner Ranch Boulevard, the following five (5) courses and distances:

- 1) a distance of 31.42 feet with the arc of the said right-of-way return to the right having a central angle of 19°59'58", a radius of 20.00 feet and a chord which bears N01°51'11"E, a distance of 24.28 feet to an iron rod found for a point of tangency;
- 2) N10°51'36"E, a distance of 296.37 feet to an iron rod found for a point of curvature;
- 3) a distance of 177.28 feet with the arc of a curve to the right having a central angle of 19°48'53", a radius of 512.59 feet, and a chord which bears N84°44'07"E, a distance of 176.39 feet to an iron rod found for a point of tangency;
- 4) S43°20'50"E, a distance of 488.54 feet to an iron rod found for a point of curvature;
- 5) a distance of 272.54 feet with the arc of a curve to the left having a central angle of 19°38'46", a radius of 994.37 feet, and a chord which bears N18°30'12"E, a distance of 270.79 feet to an iron rod set for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of Steiner Ranch Boulevard with a curve to the left having a central angle of 16°19'14", a radius of 994.37 feet, a long chord of 282.29 feet (chord bears N92°51'12"E) for an arc distance of 283.33 feet to an iron rod set for the most northerly corner of the herein described tract;

THENCE, leaving the said south line of Steiner Ranch Boulevard and crossing the said THE Ranch 1,354 acre tract with a northeast line of the herein described tract, the following seven (7) courses and distances:

- 1) S57°29'09"E, a distance of 136.66 feet to an iron rod found for an angle point;
- 2) S79°18'45"E, a distance of 73.01 feet to a spike set for an angle point;
- 3) S18°42'08"E, a distance of 355.95 feet to an iron rod found for an angle point;

EXHIBIT "A" - 32

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A" - 33

STEINER RANCH
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COVENANTS, CONDITIONS AND RESTRICTIONS

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- 4) $S22^{\circ}48'11"E$, a distance of 30.27 feet to a spindle set for an angle point;
- 5) $S79^{\circ}18'37"E$, a distance of 185.92 feet to an iron rod set for an angle point;
- 6) $N80^{\circ}10'27"E$, a distance of 119.70 feet to an iron rod set for an angle point;
- 7) $S17^{\circ}17'34"E$, a distance of 145.25 feet to an iron pipe found (to be replaced with a concrete monument) in the east line of the said 3,594 acre tract of land for the most easterly northeaster corner of the herein described tract; the said iron pipe being in the west line of a tract of land described in a deed to the City of Austin as recorded in Volume 11848, Page 1714 of the Deed Records of Travis County, Texas;

THENCE, with the east line of the 3,594 acre tract of land being the west line of the City of Austin tract of land, $S18^{\circ}47'58"W$, a distance of 1,655.26 feet to an iron rod set for the southeast corner of the herein described tract;

THENCE, leaving the common line between the 3,594 acre tract and the City of Austin tract and crossing through the said 3,594 acre tract with the following thirty-eight (38) courses:

- 1) $N16^{\circ}28'28"W$, 247.97 feet to an iron rod set;
- 2) $S34^{\circ}00'15"W$, 200.00 feet to an iron rod set;
- 3) $S61^{\circ}44'08"W$, 39.17 feet to an iron rod set;
- 4) $S79^{\circ}09'34"W$, 112.41 feet to an iron rod set;
- 5) $N09^{\circ}21'40"E$, 86.77 feet to an iron rod set;
- 6) $N49^{\circ}48'33"E$, 148.57 feet to an iron rod set;
- 7) $N46^{\circ}55'22"W$, 183.47 feet to an iron rod set;
- 8) $S62^{\circ}33'53"W$, 183.47 feet to an iron rod set;
- 9) $S24^{\circ}50'28"W$, 161.37 feet to an iron rod set;
- 10) $N45^{\circ}22'40"W$, 101.19 feet to an iron rod set;
- 11) $N64^{\circ}29'14"W$, 120.00 feet to an iron rod set;
- 12) $N68^{\circ}25'46"W$, 92.56 feet to an iron rod set;
- 13) $N10^{\circ}48'21"E$, 135.09 feet to an iron rod set;
- 14) $S00^{\circ}25'50"W$, 114.28 feet to an iron rod set;
- 15) $N46^{\circ}14'52"W$, 102.96 feet to an iron rod set;
- 16) $S25^{\circ}11'33"W$, 122.95 feet to an iron rod set;
- 17) $S42^{\circ}25'37"W$, 152.12 feet to an iron rod set;
- 18) $S20^{\circ}25'19"E$, 94.63 feet to an iron rod set;

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STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

- 12) N64°35'44"W, 399.65 feet to an iron rod set;
- 20) N59°27'50"W, 163.80 feet to an iron rod set;
- 21) N50°32'16"E, 22.93 feet to an iron rod set;
- 22) S70°52'23"E, 253.24 feet to an iron rod set;
- 23) N79°34'07"E, 99.82 feet to an iron rod set;
- 24) N49°32'24"E, 130.00 feet to an iron rod set;
- 25) N00°51'32"E, 156.42 feet to an iron rod set;
- 26) N01°39'28"W, 118.37 feet to an iron rod set;
- 27) N56°52'52"W, 88.71 feet to an iron rod set;
- 28) N76°59'15"W, 130.00 feet to an iron rod set;
- 29) N28°29'23"W, 377.99 feet to an iron rod set;
- 30) N11°27'13"W, 11.02 feet to an iron rod set;
- 31) N13°30'45"E, 51.13 feet to an iron rod set;
- 32) N08°39'31"E, 18.01 feet to an iron rod set;
- 33) N09°51'32"E, 190.00 feet to an iron rod set;
- 34) N39°15'33"E, 166.81 feet to an iron rod set;
- 35) S77°48'15"E, 179.83 feet to an iron rod set;
- 36) S85°38'50"E, 296.98 feet to an iron rod set;
- 37) S63°26'09"E, 128.33 feet to an iron rod set;
- 38) N01°59'59"W, 306.44 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 62.21 acres of land area.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 3 day of NOVEMBER, 1994.



Jerry Fults
JERRY FULTS
Registered Professional Land Surveyor
No. 1999 - State of Texas

EXHIBIT "A" - 35

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT "A" - 36

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit A-5

25.54 Acres
Stinner Ranch
A Part of Phase One Section 8

F.N. 5049 (B.M.)
February 1, 1995
SFD Job No. 2461-05

A DESCRIPTION OF A 25.54 ACRE TRACT OF LAND OUT OF HATTIE E. HANCOCK SURVEY NO. 70, ABSTRACT 2589 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 3594-ACRE TRACT OF LAND AS DESCRIBED IN A DEED FROM T.C. STINNER TO T.H.L. RANCH, LTD. RECORDED IN VOLUME 11963, PAGE 404 OF THE TRAVIS COUNTY DEED RECORDS AND A PORTION OF A CALLED 752.26 ACRE TRACT OF LAND AS DESCRIBED IN A DEED FROM RANDY MORINE HERITAGE PROPERTIES INC. TO T.H.L. RANCH LTD., RECORDED IN VOLUME 11884, PAGE 2513 OF THE TRAVIS COUNTY DEED RECORDS; SAID 25.54 ACRES TRACT AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the southwest corner at the southerly end of Quinlan Park Road additional right of way (60-foot wide right-of-way) as dedicated by Stinner Ranch Phase One, Irrigation Tract, a subdivision, as recorded in Volumes 87, Pages 198c, 196d and 197a of the Travis County Plat Records, being in the northwest line of said Stinner Ranch Phase One, Irrigation Tract,

THENCE leaving the said northwest corner of Quinlan Park Road additional right of way and crossing said 3594 acre tract of land, N 07° 43' 50" W, a distance of 568.89 feet to the POINT OF BEGINNING of herein described tract of land,

THENCE continuing to cross said 3594 acre and 752.26 acre tracts of land the following twenty-five (25) courses:

1. N 68° 21' 13" W, a distance of 195.59 feet to a point,
2. a distance of 125.98 feet with the arc of a curve to the right having a central angle of 144° 22' 37", a radius of 50.00 feet and whose chord bears N 86° 09' 57" W, a distance of 95.21 feet to a point,
3. a distance of 20.81 feet with the arc of a curve to the left having a central angle of 47° 41' 56", a radius of 25.92 feet and whose chord bears N 37° 48' 36" W, a distance of 20.22 feet to a point,
4. a distance of 224.56 feet with the arc of a curve to the left having a central angle of 30° 18' 24", a radius of 425.00 feet and whose chord bears N 76° 48' 46" W, a distance of 221.95 feet to a point,
5. S 88° 03' 02" W, a distance of 255.50 feet to a point,
6. a distance of 185.01 feet with the arc of a curve to the right having a central angle of 32° 37' 00", a radius of 325.00 feet and whose chord bears N 75° 38' 28" W, a distance of 182.52 feet to a point,
7. N 59° 19' 58" W, a distance of 18.80 feet to a point,
8. a distance of 23.56 feet with the arc of a curve to the left having a central angle of 93° 00' 00", a radius of 15.00 feet and whose chord bears S 75° 40' 02" W, a distance of 21.21 feet to a point,
9. N 30° 40' 02" E, a distance of 293.47 feet to a point,
10. a distance of 206.79 feet with the arc of a curve to the left having a central angle of 09° 40' 19", a radius of 1225.00 feet and whose chord bears N 25° 49' 52" E, a distance of 206.55 feet to a point,
11. N 20° 59' 43" E, a distance of 272.99 feet to a point,
12. a distance of 199.81 feet with the arc of a curve to the right having a central angle of 41° 37' 46", a radius of 275.00 feet and whose chord bears N 41° 48' 36" E, a distance of 195.44 feet to a point,
13. N 62° 37' 29" E, a distance of 67.53 feet to a point,

ER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

25.54 Acres
Steiner Ranch
A Portion of Phase One Section 5

F.N. 5048 (PLM)
February 1, 1995
SFA Job No. 2461-05

14. N 87° 01' 24" E, a distance of 260.77 feet to a point.
15. N 82° 37' 29" E, a distance of 232.73 feet to a point.
16. a distance of 155.90 feet with the arc of a curve to the left having a central angle of 03° 30' 35", a radius of 2545.00 feet and whose chord bears N 80° 52' 11" E, a distance of 155.88 feet to a point.
17. N 58° 06' 53" E, a distance of 78.69 feet to a point.
18. a distance of 31.42 feet with the arc of a curve to the right having a central angle of 90° 00' 00", a radius of 20.00 feet and whose chord bears S 75° 53' 07" E, a distance of 23.28 feet to a point.
19. S 30° 53' 07" E, a distance of 44.70 feet to a point.
20. a distance of 383.76 feet with the arc of a curve to the left having a central angle of 40° 23' 42", a radius of 545.00 feet and whose chord bears S 51° 53' 28" E, a distance of 375.83 feet to a point.
21. S 83° 21' 45" W, a distance of 340.02 feet to a point.
22. a distance of 76.38 feet with the arc of a curve to the left having a central angle of 06° 23' 53", a radius of 515.00 feet and whose chord bears S 29° 06' 48" W, a distance of 76.31 feet to a point.
23. S 24° 51' 52" W, a distance of 668.83 feet to a point.
24. a distance of 100.02 feet with the arc of a curve to the left having a central angle of 06° 00' 54", a radius of 715.00 feet and whose chord bears S 20° 51' 25" W, a distance of 99.94 feet to a point.
25. S 16° 59' 58" W, a distance of 107.85 feet to the POINT OF BEGINNING and containing 25.54 acres.

THIS DESCRIPTION WAS PREPARED FROM OFFICE CALCULATIONS AND IS NOT MONUMENTED ON THE GROUND.

EXHIBIT "A" - 38

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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66.6741 Acres
Steiner Ranch
Phase 2, Sections 3-B, 3-C, and 3-D
Page 1

Hattie E. Hancock Survey No. 72
January 25, 1965
94551.107h

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 66.6741 acre tract of land out of the Hattie E. Hancock Survey No. 72, Travis County, Texas; the said 66.6741 acre tract of land being a portion of a 3,594 acre tract of land described in a deed to STEL Ranch as recorded in Volume 11963, Page 464 of the Deed Records of Travis County, Texas; the said 66.6741 acre tract of land being all of the proposed subdivisions, "Steiner Ranch, Phase 2, Sections 3-B, 3-C, and 3-D", currently under review by the City of Austin; the said 66.6741 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for a point of curvature of a right-of-way return in the south line of Steiner Ranch Boulevard, a 120' wide right-of-way dedicated by the subdivision, "Steiner Ranch Boulevard, Phase One", as recorded in Book 87, Pages 113B-114A of the Plat Records of Travis County, Texas; the said iron rod being at the intersection of the south line of Steiner Ranch Boulevard and the east line of Quinlan Park Road and being $N76^{\circ}51'12"E$, a distance of 129.01 feet from an iron rod found for the most westerly southwest corner of the said Steiner Ranch Boulevard, Phase One;

THENCE, with the south line of Steiner Ranch Boulevard for a north line of the herein described tract, the following five (5) courses and distances:

- 1) a distance of 31.42 feet with the arc of the said right-of-way return to the right having a central angle of $89^{\circ}59'54"$, a radius of 29.00 feet and a chord which bears $N31^{\circ}51'11"E$, a distance of 28.28 feet to an iron rod found for a point of tangency;
- 2) $N76^{\circ}51'12"E$, a distance of 296.57 feet to an iron rod found for a point of curvature;
- 3) a distance of 177.28 feet with the arc of a curve to the right having a central angle of $15^{\circ}44'55"$, a radius of 512.85 feet, and a chord which bears $N36^{\circ}44'07"E$, a distance of 176.39 feet to an iron rod found for a point of tangency;
- 4) $S83^{\circ}26'30"E$, a distance of 483.54 feet to a concrete monument set at an iron rod found for a point of curvature;
- 5) a distance of 271.54 feet with the arc of a curve to the left having a central angle of $15^{\circ}44'46"$, a radius of 994.37 feet, and a chord which bears $N33^{\circ}50'13"E$, a distance of 270.65 feet to an iron rod set for the northeast corner of the herein described tract;

THENCE, leaving the said south line of Steiner Ranch Boulevard and crossing the said STEL Ranch 3,594 acre tract with the easterly line of the herein described tract, the following thirty-eight (38) courses and distances:

EXHIBIT "A" - 40

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

- 1) S08°59'09"E, 306.44 feet to an iron rod set;
- 2) N63°25'09"W, 129.33 feet to an iron rod set;
- 3) N85°18'50"W, 286.98 feet to an iron rod set;
- 4) N77°48'15"W, 179.83 feet to an iron rod set;
- 5) S57°15'35"W, 160.81 feet to an iron rod set;

EXHIBIT "A" - 41

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

60.6741 Acres
Steiner Ranch
Phase 2, Sections 3-B, 3-C, and 3-D
Page 1

Marie E. Harrold Survey No. 72
January 23, 1991
94551.15' high

STATE OF TEXAS §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 60.6741 acre tract of land out of the Marie E. Harrold Survey No. 72, Travis County, Texas; the said 60.6741 acre tract of land being a portion of a 3,594 acre tract of land described in a deed to TSL Ranch as recorded in Volume 11963, Page 464 of the Deed Records of Travis County, Texas; the said 60.6741 acre tract of land being all of the proposed subdivisions, "Steiner Ranch Phase 2, Sections 3-B, 3-C, and 3-D", currently under review by the City of Austin; the said 60.6741 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for a point of accretion of a right-of-way easement to the south line of Steiner Ranch Boulevard, a 120' wide right-of-way dedicated by the subdivision, "Steiner Ranch Boulevard, Phase One", as recorded in Book 17, Pages 1133-1144 of the Plat Records of Travis County, Texas; the said iron rod being at the intersection of the south line of Steiner Ranch Boulevard and the east line of Quail Park Road and being N76°51'12"E, a distance of 120.01 feet from an iron rod found for the most westerly southwest corner of the said Steiner Ranch Boulevard, Phase One;

THENCE, with the south line of Steiner Ranch Boulevard for a north line of the herein described tract, the following five (5) courses and distances:

- 1) a distance of 51.42 feet with the arc of the said right-of-way easement to the right having a central angle of 49°57'58", a radius of 20.00 feet and a chord which bears S61°51'11"E, a distance of 26.28 feet to an iron rod found for a point of tangency;
- 2) N76°51'12"E, a distance of 296.57 feet to an iron rod found for a point of curvature;
- 3) a distance of 177.28 feet with the arc of a curve to the right having a central angle of 19°48'33", a radius of 512.59 feet, and a chord which bears N80°44'07"E, a distance of 136.39 feet to an iron rod found for a point of tangency;
- 4) S63°26'50"E, a distance of 418.54 feet to a concrete monument set, an iron rod found, for a point of curvature;
- 5) a distance of 271.54 feet with the arc of a curve to the left having a central angle of 15°18'46", a radius of 294.37 feet, and a chord which bears N88°50'13"E, a distance of 279.69 feet to an iron rod set for the northeast corner of the herein described tract;

THENCE, leaving the said south line of Steiner Ranch Boulevard and crossing the said TSL Ranch 3,594 acre tract with the easterly line of the herein described tract, the following thirty-eight (38) courses and distances:

EXHIBIT "A" - 42

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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- 1) S08°55'09"E, 506.44 feet to an iron rod set;
- 2) N63°26'09"W, 129.33 feet to an iron rod set;
- 3) N78°18'50"W, 296.98 feet to an iron rod set;
- 4) N77°48'15"W, 179.83 feet to an iron rod set;
- 5) S59°15'35"W, 106.81 feet to an iron rod set;

EXHIBIT "A" - 43

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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- 6) S05°51'52"W, 190.00 feet to an iron rod set;
- 7) S35°35'28"W, 18.03 feet to an iron rod set;
- 8) S13°50'48"W, 51.11 feet to an iron rod set;
- 9) S11°27'35"E, 58.02 feet to an iron rod set;
- 10) S28°25'25"E, 177.09 feet to an iron rod set;
- 11) S78°19'15"E, 130.00 feet to an iron rod set;
- 12) S36°52'52"E, 80.71 feet to an iron rod set;
- 13) S31°39'28"E, 115.87 feet to an iron rod set;
- 14) S09°58'32"W, 136.42 feet to an iron rod set;
- 15) S49°22'28"W, 180.00 feet to an iron rod set;
- 16) S29°34'07"W, 99.82 feet to an iron rod set;
- 17) N70°52'23"W, 253.34 feet to an iron rod set;
- 18) S36°52'10"W, 22.93 feet to an iron rod set;
- 19) S59°27'50"E, 165.00 feet to an iron rod set;
- 20) S04°36'44"E, 299.55 feet to an iron rod set;
- 21) N02°55'15"W, 94.53 feet to an iron rod set;
- 22) N42°25'37"E, 152.13 feet to an iron rod set;
- 23) N85°31'35"E, 122.51 feet to an iron rod set;
- 24) S61°24'52"E, 108.96 feet to an iron rod set;
- 25) S30°37'30"E, 116.25 feet to an iron rod set;
- 26) S10°46'21"W, 135.00 feet to an iron rod set;
- 27) S68°26'46"E, 92.56 feet to an iron rod set;
- 28) S66°29'14"E, 120.00 feet to an iron rod set;
- 29) S45°25'49"E, 105.19 feet to an iron rod set;
- 30) N24°39'36"E, 161.37 feet to an iron rod set;
- 31) N52°33'52"E, 133.47 feet to an iron rod set;

EXHIBIT "A" - 44

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

- 32) S46°35'22"E, 183.47 feet to an iron rod set;
- 33) S64°46'53"W, 149.57 feet to an iron rod set;
- 34) S39°12'43"W, 50.77 feet to an iron rod set;
- 35) N75°09'34"E, 132.43 feet to an iron rod set;
- 36) N61°44'58"E, 89.17 feet to an iron rod set;
- 37) N84°00'33"E, 230.20 feet to an iron rod set;
- 38) S16°53'29"E, a distance of 247.97 feet to an iron rod set in the east line of said 3,594 acre tract, more being the west line of a tract of land described in a deed to the City of Austin as recorded in Volume 11346, Page 1778 of the Deed Records of Travis County, Texas;

TIERANCE, with the common east line of said 3,594 acre tract and west line of said City of Austin tract, a distance of 394.61 feet to an iron rod found in concrete for the southeasterly southeast corner of the herein described tract, the said iron rod also being the northeast corner of Lot 1, Steiner Ranch Phase One Irrigation Tract, a subdivision recorded in Book 57, Pages 196C-197A of the Deed Records of Travis County, Texas.

TIERANCE, leaving the west line of the City of Austin tract with the north line of the said Steiner Ranch Phase One Irrigation Tract for the south line of the herein described tract, S89°17'27"W, a distance of 1,424.96 feet to an iron rod found for an angle point in the south line of the herein described tract, the said iron rod being N89°15'27"E, a distance of 1,567.83 feet from an iron rod found for the northwest corner of the said Lot 1, Steiner Ranch Phase One Irrigation Tract;

TIERANCE, leaving the north line of said Lot 1, Steiner Ranch Phase One Irrigation Tract and crossing the 3,594 acre tract for a south line of the herein described tract, the following two (2) courses and distances:

- 1) N65°13'23"W, a distance of 1,378.30 feet to a concrete monument set for an angle point, the said monument being the southeast corner of a 2.189 acre tract of land being dedicated as right-of-way to Quinlan Park Road; and
- 2) N63°01'34"W, a distance of 60.04 feet to an iron rod found in the existing pavement of Quinlan Park Road for the southeast corner of the herein described tract;

TIERANCE, with the continuation of Quinlan Park Road for the west line of the herein described tract, the following six (6) courses and distances:

- 1) N26°38'26"E, a distance of 359.21 feet to an iron rod found for a point of curvature;
- 2) a distance of 258.50 feet with the arc of a curve to the left having a central angle of 69°26'35", a radius of 2,308.60 feet, and a chord which bears N63°45'13"E, a distance of 258.37 feet to an iron rod found for a point of tangency;
- 3) N29°13'04"E, a distance of 121.58 feet to an iron rod found for a point of curvature;
- 4) a distance of 263.92 feet with the arc of a curve to the left having a central angle of 72°39'43", a radius of 1,194.25 feet, and a chord which bears N16°12'12"E, a distance of 263.38 feet to an iron rod found for a point of tangency;

EXHIBIT "A" - 45

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

60.8241 Acres
Steiner Ranch
Phase 2, Sections 3-R, 3-C, and 3-D
Page 4

Paula E. Hancock Survey No. 72
January 25, 1994
04151.10/gh

- 5) $N67^{\circ}51'21"E$, a distance of 171.33 feet to an iron rod found for a point of curvature;
and
6) a distance of 188.64 feet with the arc of a curve to the left having a central angle of $20^{\circ}31'49"$, a radius of 526.45 feet, and a chord which bears $N52^{\circ}23'34"W$, a distance of 187.63 feet to an iron rod set for the most westerly northwest corner of the herein described tract;

THENCE, $S87^{\circ}53'18"E$, a distance of 3.06 feet to an iron rod found for an angle point;

THENCE, $N12^{\circ}57'45"W$, a distance of 3.31 feet to an iron rod found for the most northerly northwest corner of the herein described tract; the said iron rod being in the south line of the portion of the said subdivision "Steiner Ranch Boulevard, Phase One", dedicated as right-of-way and mentioned above;

THENCE, with the said south line of the said Steiner Ranch Boulevard, Phase One, $N76^{\circ}51'12"E$, a distance of 17.03 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 60.6741 acres of land.

That I, Jerry Fuls, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 27 day of
Jan, 1995.



Jerry Fuls
JERRY FULS
Registered Professional Land Surveyor
No. 1999 - State of Texas

EXHIBIT "A" - 46

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit A-7

10.00 Acres

F.N. 4643 (230)
March 8, 1993
SRL 355 No. 1848-91

A DESCRIPTION OF 10.00 ACRES OF LAND BEING OUT OF THE HATTIE E. HANCOCK SURVEY NO. 70, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 3604.373 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED FROM EL PASO FEDERAL SAVINGS AND LOAN ASSOCIATION TO EPSC, INC. AS RECORDED IN VOLUME 11040, PAGE 9 OF THE TRAVIS COUNTY PROPERTY RECORDS. THE SAID 10.00 ACRES AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the most south corner of the Resubdivision of Steiner Ranch Phase One, Section One, a subdivision recorded in Book 87, Pages 184D-187A of the Plat Records of Travis County, Texas;

THENCE $S 21^{\circ} 59' 32'' E$, a distance of 130.93 feet to a 1/2-inch iron rod set on the northwest line of Quinlan Park Road a 60 foot right-of-way as dedicated by Steiner Ranch, Phase One Irrigation Tract, a subdivision recorded in Book 87, Pages 186C-187A of the Plat Records of Travis County, Texas;

THENCE with the said northwest line of Quinlan Park Road, a distance of 60.01 feet along an arc of a curve to the right whose central angle is $63^{\circ} 05' 53''$ with a radius of 1105.36 feet and whose chord bears $E 46^{\circ} 01' 21'' W$, a distance of 60.00 feet to a 1/2-inch iron rod set;

THENCE leaving the said Quinlan Park Road and crossing the said 3604.373 acre tract the following two (2) courses:

1. $N 43^{\circ} 28' 13'' W$, a distance of 373.63 feet to a 1/2-inch iron rod set for a point of curvature, and
2. A distance of 282.74 feet along an arc of a curve to the left whose central angle is $60^{\circ} 00' 00''$ with a radius of 180.00 feet and whose chord bears $N 38^{\circ} 28' 13'' W$, a distance of 234.56 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING and being on the northeast line of the herein described 10.00 acre tract;

THENCE around the perimeter of the herein described 10.00 acre tract the following seven (7) courses:

1. $S 43^{\circ} 28' 13'' E$, a distance of 130.00 feet to 1/2-inch iron rod set.
2. $E 46^{\circ} 30' 47'' W$, a distance of 470.00 feet to a 1/2-inch iron rod set.
3. $N 73^{\circ} 28' 13'' W$, a distance of 321.36 feet to a 1/2-inch iron rod set.
4. $N 36^{\circ} 16' 09'' W$, a distance of 224.23 feet to a 1/2-inch iron rod set.
5. $N 00^{\circ} 53' 10'' E$, a distance of 440.88 feet to a 1/2-inch iron rod set.
6. $N 46^{\circ} 30' 47'' E$, a distance of 280.00 feet to a 1/2-inch iron rod set, and

EXHIBIT "A" - 47

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

10.00 Acres

F.N. 4849 (DUK)
March 9, 1993
SPL Job No. 1895-01

7. S 43° 29' 13" E, a distance of 700.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description and attached sketch are true and correct to the best of my knowledge and that the property described herein was established by a survey made on the ground during March 1993, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of March, 1993, A.D.

SURVEY RESOURCES, INC.
P.O. Box 182990
Austin, Texas 78716-2990

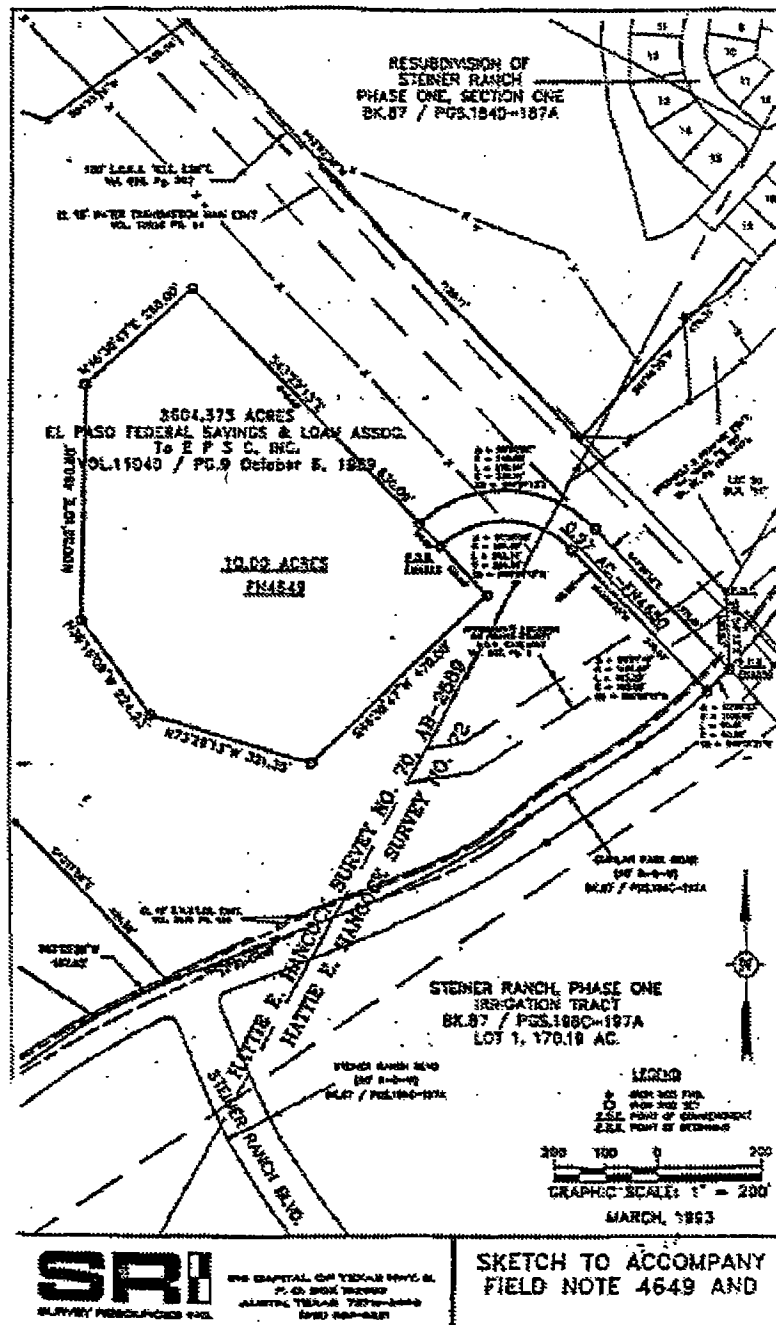


Donald J. Kirby
Donald J. Kirby
Registered Professional Land Surveyor
No. 2808 - State of Texas

EXHIBIT "A" - 48

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit A-8

25.54 Acres
Steiner Ranch
A Portion of Phase One Section 5

F.N. 5048 (R/LM)
February 1, 1995
SM Job No. 2461-05

A DESCRIPTION OF A 25.54 ACRE TRACT OF LAND OUT OF HATFIELD HANCOCK SURVEY NO. 70, ABSTRACT 2589 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 3584-ACRE TRACT OF LAND AS DESCRIBED IN A DEED FROM T.C. STEINER TO T.H.L. RANCH, LTD. RECORDED IN VOLUME 11363, PAGE 404 OF THE TRAVIS COUNTY DEED RECORDS AND A PORTION OF A CALLED 752.26 ACRE TRACT OF LAND AS DESCRIBED IN A DEED FROM RANDY MORINE HERITAGE PROPERTIES INC. TO T.H.L. RANCH LTD., RECORDED IN VOLUME 11864, PAGE 2313 OF THE TRAVIS COUNTY DEED RECORDS; SAID 25.54 ACRES TRACT AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the southwest corner at the southerly end of Guinan Park Road additional right of way (60-foot wide right-of-way) as dedicated by Steiner Ranch Phase One, Irrigation Tract, a subdivision, as recorded in Volume 87, Pages 196c, 196d and 137a of the Travis County Plat Records, being in the northwest line of said Steiner Ranch Phase One, Irrigation Tract,

THENCE leaving the said northwest corner of Guinan Park Road additional right of way and crossing said 3584 acre tract of land, N 07° 43' 50" W, a distance of 565.89 feet to the POINT OF BEGINNING of herein described tract of land,

THENCE continuing to cross said 3584 acre and 752.26 acre tracts of land the following twenty-five (25) courses:

1. N 68° 21' 15" W, a distance of 195.52 feet to a point,
2. a distance of 125.99 feet with the arc of a curve to the right having a central angle of 144° 22' 37", a radius of 50.30 feet and whose chord bears N 86° 09' 57" W, a distance of 95.21 feet to a point,
3. a distance of 20.81 feet with the arc of a curve to the left having a central angle of 47° 41' 56", a radius of 25.00 feet and whose chord bears N 37° 48' 36" W, a distance of 20.22 feet to a point,
4. a distance of 224.56 feet with the arc of a curve to the left having a central angle of 30° 16' 24", a radius of 425.00 feet and whose chord bears N 76° 48' 46" W, a distance of 221.95 feet to a point,
5. S 68° 03' 02" W, a distance of 255.50 feet to a point,
6. a distance of 185.03 feet with the arc of a curve to the right having a central angle of 82° 37' 00", a radius of 325.00 feet and whose chord bears N 75° 38' 28" W, a distance of 182.52 feet to a point,
7. N 59° 19' 58" W, a distance of 18.80 feet to a point,
8. a distance of 23.56 feet with the arc of a curve to the left having a central angle of 90° 00' 00", a radius of 15.00 feet and whose chord bears S 75° 40' 02" W, a distance of 21.21 feet to a point,
9. N 35° 40' 02" E, a distance of 283.47 feet to a point,
10. a distance of 106.79 feet with the arc of a curve to the left having a central angle of 68° 40' 15", a radius of 1225.00 feet and whose chord bears N 25° 48' 52" E, a distance of 208.85 feet to a point,
11. N 20° 58' 43" E, a distance of 272.89 feet to a point,
12. a distance of 199.81 feet with the arc of a curve to the right having a central angle of 41° 37' 46", a radius of 375.00 feet and whose chord bears N 41° 48' 36" E, a distance of 195.44 feet to a point,
13. N 62° 37' 29" E, a distance of 87.93 feet to a point,

EXHIBIT "A" - 50

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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25.54 Acres
Steiner Ranch
A Portion of Phase One Section 8

F.M. 5049 (RLMA)
February 1, 1995
SFR Job No. 2481-05

14. N 67° 01' 24" E, a distance of 280.77 feet to a point,
15. N 62° 37' 29" E, a distance of 232.73 feet to a point,
16. a distance of 155.89 feet with the arc of a curve to the left having a central angle of 03° 30' 35", a radius of 2545.03 feet and whose chord bears S 60° 52' 11" E, a distance of 155.89 feet to a point,
17. N 58° 06' 53" E, a distance of 78.69 feet to a point,
18. a distance of 21.42 feet with the arc of a curve to the right having a central angle of 90° 00' 00", a radius of 20.00 feet and whose chord bears S 75° 53' 07" E, a distance of 28.28 feet to a point,
19. S 30° 57' 07" E, a distance of 44.70 feet to a point,
20. a distance of 343.75 feet with the arc of a curve to the left having a central angle of 40° 20' 42", a radius of 545.00 feet and whose chord bears S 51° 03' 28" E, a distance of 375.89 feet to a point,
21. S 33° 21' 45" W, a distance of 340.02 feet to a point,
22. a distance of 78.38 feet with the arc of a curve to the left having a central angle of 08° 20' 53", a radius of 515.00 feet and whose chord bears S 29° 00' 48" W, a distance of 78.31 feet to a point,
23. S 24° 51' 52" W, a distance of 608.53 feet to a point,
24. a distance of 100.02 feet with the arc of a curve to the left having a central angle of 08° 00' 54", a radius of 715.00 feet and whose chord bears S 20° 51' 25" W, a distance of 93.84 feet to a point,
25. S 16° 50' 56" W, a distance of 187.85 feet to the POINT OF BEGINNING and containing 25.54 acres.

THIS DESCRIPTION WAS PREPARED FROM OFFICE CALCULATIONS AND IS NOT MONUMENTED ON THE GROUND.

EXHIBIT "A" - 51

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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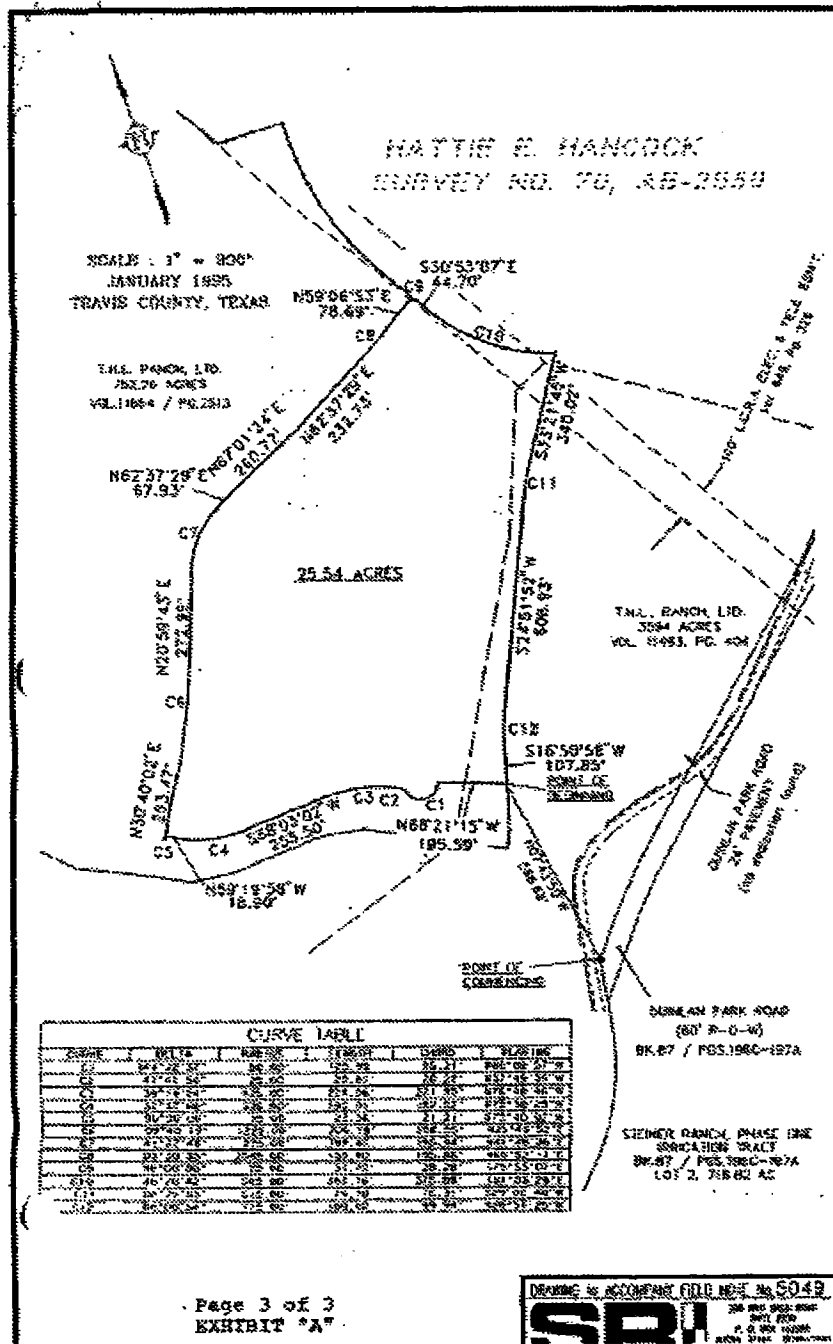


Exhibit A-9

(Legal Description of 10.00 acre tract of land)

Approximately 10.00 acres of land being out of and a portion of the Hattie E. Hancock Survey No. 70, in Travis County, Texas, and being the same tract of land more particularly described by metes and bounds as a Save and Except tract in Exhibit "A-2" in the deed recorded in Volume 11963, Page 404, Real Property Records of Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

EXHIBIT "A" - 53

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit "A-1"

A DESCRIPTION OF 10.00 ACRES OF LAND BEING OUT OF THE HATTIE E. HANCOCK SURVEY NO. 72, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 3604.373 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED FROM EL PASO FEDERAL SAVINGS AND LOAN ASSOCIATION TO EPSC, INC. AS RECORDED IN VOLUME 11040, PAGE 9 OF THE TRAVIS COUNTY PROPERTY RECORDS. THE SAID 10.00 ACRES AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the most south corner of the Resubdivision of Steiner Ranch Phase One, Section One, a subdivision recorded in Book 87, Pages 1840-187A of the Plat Records of Travis County, Texas,

THENCE S 01° 59' 32" E, a distance of 130.93 feet to a 1/2-inch iron rod set on the northwest line of Quinlan Park Road a 60 foot right-of-way as dedicated by Steiner Ranch, Phase One Irrigation Tract, a subdivision recorded in Book 87, Pages 186C -187A of the Plat Records of Travis County, Texas,

THENCE with the said northwest line of Quinlan Park Road, a distance of 60.01 feet along an arc of a curve to the right whose central angle is 03° 05' 53" with a radius of 1108.85 feet and whose chord bears S 45° 01' 21" W, a distance of 60.00 feet to a 1/2-inch iron rod set,

THENCE leaving the said Quinlan Park Road and crossing the said 3604.373 acre tract the following two (2) courses:

1. N 43° 29' 13" W, a distance of 376.53 feet to a 1/2-inch iron rod set for a point of curvature, and
2. A distance of 282.74 feet along an arc of a curve to the left whose central angle is 90° 00' 00" with a radius of 180.00 feet and whose chord bears N 88° 22' 13" W, a distance of 254.56 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING and being on the northeast line of the herein described 10.00 acre tract.

THENCE around the perimeter of the herein described 10.00 acre tract the following seven (7) courses:

1. S 40° 29' 13" E, a distance of 130.00 feet to 1/2-inch iron rod set,
2. S 46° 30' 47" W, a distance of 470.00 feet to a 1/2-inch iron rod set,
3. N 73° 29' 13" W, a distance of 321.35 feet to a 1/2-inch iron rod set,
4. N 36° 16' 09" W, a distance of 224.23 feet to a 1/2-inch iron rod set,
5. N 00° 55' 10" E, a distance of 460.88 feet to a 1/2-inch iron rod set,
6. N 46° 30' 47" E, a distance of 230.00 feet to a 1/2-inch iron rod set, and

PAGE 1 OF 2

EXHIBIT "A" - 54

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit "A-1"

7 S 43° 28' 13" E, a distance of 708.00 feet to the POINT OF BEGINNING and
containing 10.00 acres of land

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS,

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the
above description and attached sketch are true and correct to the best of my knowledge and that the
property described herein was determined by a survey made on the ground during March 1993,
under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 9th day of March,
1993, A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690



Donald J. Kirby
Donald J. Kirby
Registered Professional Land Surveyor
No. 2508 - State of Texas

PAGE 2 OF 2

EXHIBIT "A" - 55

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit A-9 (continued)

(Legal Description of .97 acre tract of land)

A 0.97 of an acre strip of land, more or less, out of the Hattie E. Hancock Survey Nos. 70 and 72, in Travis County, Texas, and being out of and a part of that tract conveyed to Taylor Woodrow Communities/Steiner Ranch, Ltd. by deed dated January 18, 2000, and recorded in Document Number 2000009808, of the Official Public Records of Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "A-2" attached hereto and made a part hereof

EXHIBIT "A" - 56

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

Exhibit "A-2"

A DESCRIPTION OF 0.57 ACRE STRIP OF LAND BEING OUT OF THE HATTE E HANCOCK SURVEY NOS. 70 AND 72, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 3604.373 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED FROM EL PASO FEDERAL SAVINGS AND LOAN ASSOCIATION TO EPSC, INC. AS RECORDED IN VOLUME 1040, PAGE 9 OF THE TRAVIS COUNTY PROPERTY RECORDS. THE SAID 19.06 ACRES AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the most south corner of the Resubdivision of Steiner Ranch Phase One, Section One, a subdivision recorded in Book 87, Pages 164D-167A of the Plat Records of Travis County, Texas,

THENCE S 01° 59' 32" E, a distance of 130.93 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING and being on the northwest line of Quinlan Park Road, a 50 foot right-of-way as dedicated by Steiner Ranch, Phase One Imposition Tract, a subdivision recorded in Book 87, Pages 166C-167A of the Plat Records of Travis County, Texas,

THENCE with the said northwest line of Quinlan Park Road, a distance of 60.01 feet along an arc of a curve to the right whose central angle is 03° 05' 53" with a radius of 1109.66 feet and whose chord bears S 46° 01' 21" W, a distance of 60.00 feet to a 1/2-inch iron rod set,

THENCE leaving the said Quinlan Park Road and crossing the said 3604.373 acre tract the following live (5) courses:

1. N 43° 29' 13" W, a distance of 376.53 feet to a 1/2-inch iron rod set for a point of curvature, and
2. A distance of 262.74 feet along an arc of a curve to the left whose central angle is 80° 00' 00", with a radius of 160.00 feet and whose chord bears N 88° 22' 13" W, a distance of 254.56 feet to a 1/2-inch iron rod set,
3. N 43° 29' 13" W, a distance of 60.00 feet to a 1/2-inch iron rod set,
4. A distance of 378.98 feet along an arc of a curve to the right whose central angle is 90° 00' 00", with a radius of 240.00 feet and whose chord bears S 88° 22' 13" E, a distance of 339.41 feet to a 1/2-inch iron rod set for a point of tangency, and
5. S 43° 29' 13" E, a distance of 376.01 feet to the POINT OF BEGINNING and containing 0.57 acres.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description and attached sketch are true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground during March 1993, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of March, 1993, A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 76716-2590



Donald J. Kirby
Donald J. Kirby
Registered Professional Land Surveyor
No. 2508 - State of Texas

EXHIBIT "A" - 57

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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Exhibit A-10

SAVE AND EXCEPT:

Lot 1 in Block A of Replat of Steiner Ranch Commercial Tract 12, a subdivision in Travis County, Texas, according to the plat which is filed of record as Document No. 200100150 in the Official Public Records of Travis County, Texas.

EXHIBIT "A" - 58

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "B"

INTENTIONALLY DELETED

EXHIBIT "B" - 1

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "C"
RETAINED PROPERTY

The Retained Property is hereby comprised of the following tracts:

TRACT 1 (MU 1B): Lots 2 and 3 in Block "A" of Steiner Ranch MU-1B Final Plat (replat), a subdivision in Travis County, Texas, according to the subdivision plat which is recorded as Document No. 201300091 in the Official Public Records of Travis County, Texas.

TRACT 2 (MU 3): Lot 1 in Block "C" of Steiner Ranch Phase Two, Section 11, a subdivision in Travis County, Texas, according to the map or plat recorded as Document No. 200600385 in the Official Public Records of Travis County, Texas.

TRACT 3 (MU 4): Lot 1 in Block "D" of Steiner Ranch Phase Two, Section 11, a subdivision in Travis County, Texas, according to the map or plat recorded as Document No. 200600385 in the Official Public Records of Travis County, Texas.

TRACT 4 (MU 14): Lots 1 and 2 in Block "A" of Steiner Ranch MU-14 Final Plat, a subdivision in Travis County, Texas, according to the subdivision plat recorded as Document No. 201400137 in the Official Public Records of Travis County, Texas.

TRACT 5 (MU 15): Lots 1A, 1B, 1C, and 1D, in Block "A", and Lot 1 in Block "B," being a replat of Lot 1, Block "A" and Lot 1, Block "B", Steiner Ranch Phase Two, Section 9, a subdivision in Travis County, Texas, according to the map or plat recorded as Document No. 200600385 in the Official Public Records of Travis County, Texas.

TRACT 6 (239 Rio Vista): The approximately 2.867 acre tract located in Travis County, Texas, more particularly described by the metes and bounds description on the attached Exhibit C-1.

TRACT 7 (12322 Riverbend): The approximately 0.66 acre tract located in Travis County, Texas, more particularly described by the Watershed Protection and Development Review Department Land Status Determination Legal Tract Platting Exception Certification dated March 14, 2008 and attached hereto as Exhibit C-2.

TRACT 8 (The Preserve Tract): The approximately 91.76 acre tract located in Travis County, Texas, more particularly described by the metes and bounds description on the attached Exhibit C-3.

TRACT 9 (The Grove): Lots 1 through 17 and 21 through 43, Block "A"; Lots 1 through 26, Block "C"; Lots 1 through 21, Block "D"; and Lot 1, Block "E" of McCormick Ranch on Lake Austin, Phase Two Final Plat in Travis County, Texas, according to the map or plat recorded as Document No. 201400039 in the Official Public Records of Travis County, Texas.

EXHIBIT "C" - 1

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "C-1"

TRACT 6 (239 RIO VISTA)

EXHIBIT "C" - 2

**STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A"



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCell Lane
Austin, Texas 78744

2.857 ACRES
TRACT TWO

A DESCRIPTION OF 2.857 ACRES (APPROXIMATELY 124,871 SQ. FT.), BEING THE REMAINDER OF A 5.24 ACRE TRACT DESCRIBED IN VOLUME 12423, PAGE 1348 OF THE REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS AND CONVEYED IN A SPECIAL WARRANTY DEED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD. DATED JANUARY 18, 2000 AND RECORDED IN DOCUMENT NO. 2000009808 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.876 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral Boundary" cap set in the east right-of-way line of River Bend (60' public right-of-way width) as described in Volume 2985, Page 145 of the Deed Records, Travis County, Texas, same being the northwest corner of Lot 1, Block A, Steiner Ranch Lake Club Final Plat, a subdivision of record under Document No. 200800029 of the Official Public Records, Travis County, Texas, also being a point in the west line of said 5.24 acre tract, from which a 1/2" iron rod found bears with a curve to the right, having a radius of 133.78 feet, a delta angle of 32°23'22", an arc length of 75.63 feet, and a chord which bears South 34°49'32" East, a distance of 74.62 feet;

THENCE with the east right-of-way line of River Bend, same being the west line of said 5.24 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 133.78 feet, a delta angle of 35°34'17", an arc length of 83.08 feet, and a chord which bears North 68°48'28" West, a distance of 81.73 feet, to a 1/2" rebar with "Chaparral Boundary" cap set;
2. North 86°36'40" West, a distance of 17.57 feet to a 1/2" rebar with "Chaparral Boundary" cap set in said right-of-way line, same being a northwest corner of said 5.24 acre tract, also being the southeast corner of Lot 11, Block G, River Ridge, a subdivision of record under Volume 84, Page 18 of the Plat Records, Travis County, Texas;

THENCE North 16°37'03" West with the west line of said 5.24 acre tract, same being the east line of said Lot 11, a distance of 370.63 feet to a mag nail with "Chaparral Boundary" washer set at the northeast corner of said Lot 11, same being the north corner of said 5.24 acre tract, also being a point in the south line

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EXHIBIT "C" - 3

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A"

Page 2

of a 133.037 acre tract described in Document No. 2007102545, of the Official Public Records, Travis County, Texas, also being in a boundary line agreement recorded in Volume 3390 Page 1556 of the Deed Records, Travis County, Texas:

THENCE with the south line of said 133.037 acre tract, same being the north line of said 5.24 acre tract, also being the line as established by said boundary line agreement, the following six (6) courses and distances:

1. South 72°54'47" East, a distance of 22.06 feet to a mag nail with "Chaparral Boundary" washer set in stump of tree;
2. South 58°05'30" East, a distance of 145.70 feet to a 5/8" rebar found;
3. South 47°09'32" East, a distance of 142.06 feet to a 5/8" rebar found;
4. North 21°19'13" East, a distance of 18.10 feet to a 5/8" rebar found;
5. South 75°07'46" East, a distance of 144.52 feet to a 5/8" rebar found;
6. South 76°18'32" East, a distance of 107.21 feet to a 1/2" rebar found;

THENCE following the line of the said boundary line agreement and leaving the south line of said 133.007 acre tract, same being the north line of said 5.24 acre tract, the following two (2) courses and distances:

1. South 38°19'41" East, a distance of 94.23 feet to a 5/8" rebar found;
2. South 21°20'22" East, at a distance of 161.71 feet passing a 1/2" iron rod with "1838" cap found for the south corner of said 133.007 acre tract, same being the north corner of a 0.537 acre tract described in Volume 13373, Page 1299 of the Real Property Records, Travis County, Texas, and continuing with a west line of said 0.537 acre tract a distance of 226.26 feet to a mag nail found;

THENCE South 54°53'05" West with the south line of said 5.24 acre tract, same being the north line of said 0.537 acre tract, a distance of 53.12 feet to a mag nail found at a south corner of said 5.24 acre tract, same being the northwest corner of said 0.537 acre tract, also being a point in the east line of a 0.426 acre tract described in Volume 4790, page 2199 of the Deed Records, Travis County, Texas,

THENCE with the east and north lines of said 0.426 acre tract, same being the south line of said 5.24 acre tract, the following two (2) courses and distances:

Page 2 of 3

EXHIBIT "C" - 4

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "A"

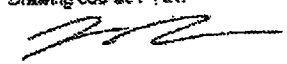
Page 2

1. North 44°54'09" West, a distance of 165.70 feet to a 600 nail found;
2. South 54°53'58" West, a distance of 46.38 feet to a 1/2" rebar found at the northwest corner of said 0.426 acre tract, same being an ell corner of said 5.24 acre tract, also being a point the east line of said Lot 1;

THENCE with the north line of said Lot 1, and crossing said 5.24 acre tract, the following two (2) courses and distances:

1. North 28°10'06" West, a distance of 55.04 feet to a 1/2" rebar with "Chaparral Boundary" cap set;
2. North 88°27'50" West, a distance of 204.11 feet to the POINT OF BEGINNING, containing 2.857 acres of land, more or less.

Surveyed on the ground December 15, 2006. Bearing basis is assumed, based upon the provided Steiner Ranch Coordinate system. Attachments: Survey Drawing 665-001-FL1.


James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848



Page 2 of 3

EXHIBIT "C" - 5

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "C-2"

TRACT 7 (12322 RIVERBEND)

EXHIBIT "C" - 6

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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**Watershed Protection and Development Review Department
Land Status Determination
Legal Tract Platting Exception
Certification**

March 14, 2008

File Number: C8I-2008-0085

Address: 12322 RIVER BND

Tax Parcel I.D. # 0126570214

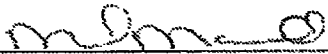
Tax Map Date: 03/25/2004

The Watershed Protection and Development Review Department has determined that the property described below and as shown on the attached tax map:

Is a **LEGAL TRACT** consisting of .66 acres out of the Edmund B Wade Survey No. 47, as evidenced by Judgment # 2007197580 recorded in Volume 7291, Page 5176 of the Travis County District Court on Oct 15, 2007 being the same property as currently described in deed recorded in Document #2007187667 of the Travis County Deed Records on Oct 18, 2007 and is eligible to receive utility service.

Additional Notes/Conditions:
NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivision and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: 
Mike Marshall, Representative of the Director
Watershed Protection and Development Review Department

Map Attachment

EXHIBIT "C" - 7

**STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM**

CITY OF AUSTIN
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT
LAND STATUS DETERMINATION APPLICATION

☒ Legal Tract

☐ 1987 Rule Exception

☐ Health / Safety Exception

☐ 1995 Rule Exception

☐ Five-Acre Exception

PROJECT INFORMATION: (Department Use Only)

Grandfather/Exception Date _____

Filing Date: 5/14/08

Accepted by: MM

File Number: CA-2008-0085

Case Manager: Mike Marshall

PROPERTY INFORMATION

tax Parcel Identification Number: 0126570214

Location Address: 13222 Riverbend

Subdivision Name: _____

Whole Lot #s: _____

Partial Lot #s: _____

Block #s: _____

Recorded in Plat book: _____

Page: _____

County: _____

Is it a subdivision?

1.597 Acres out of Wm Bradford Survey No 48

Survey in Travis

County _____

DEED INFORMATION

deed conveying tract to current owner is filed for Record in _____

Volume 2007181667

Page _____

County: Travis

Date: 10-10-07

deed pre-dating (grandfather date or exception date) is filed for Record in _____

Volume _____

Page _____

County: _____

Date: _____

OWNER INFORMATION

Owner: 232 Rio Vista, Ltd

Street Address: 7200 Maple

City: Austin

State: Tx

Zip: 78731

(512) _____

Tel: _____

PRIMARY CONTACT INFORMATION

Print Name: Norma Paul Rabin

Contact: Norma Rabin

Street Address: 4605 Tobacco Cove

City: Austin

State: Tx

Zip: 78749

Telephone: 512.707.4393

FAX: 512.215.8269

Norma Rabin

Applicant's Signature

5-15-2008

Date

EXHIBIT "C" - 8

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]

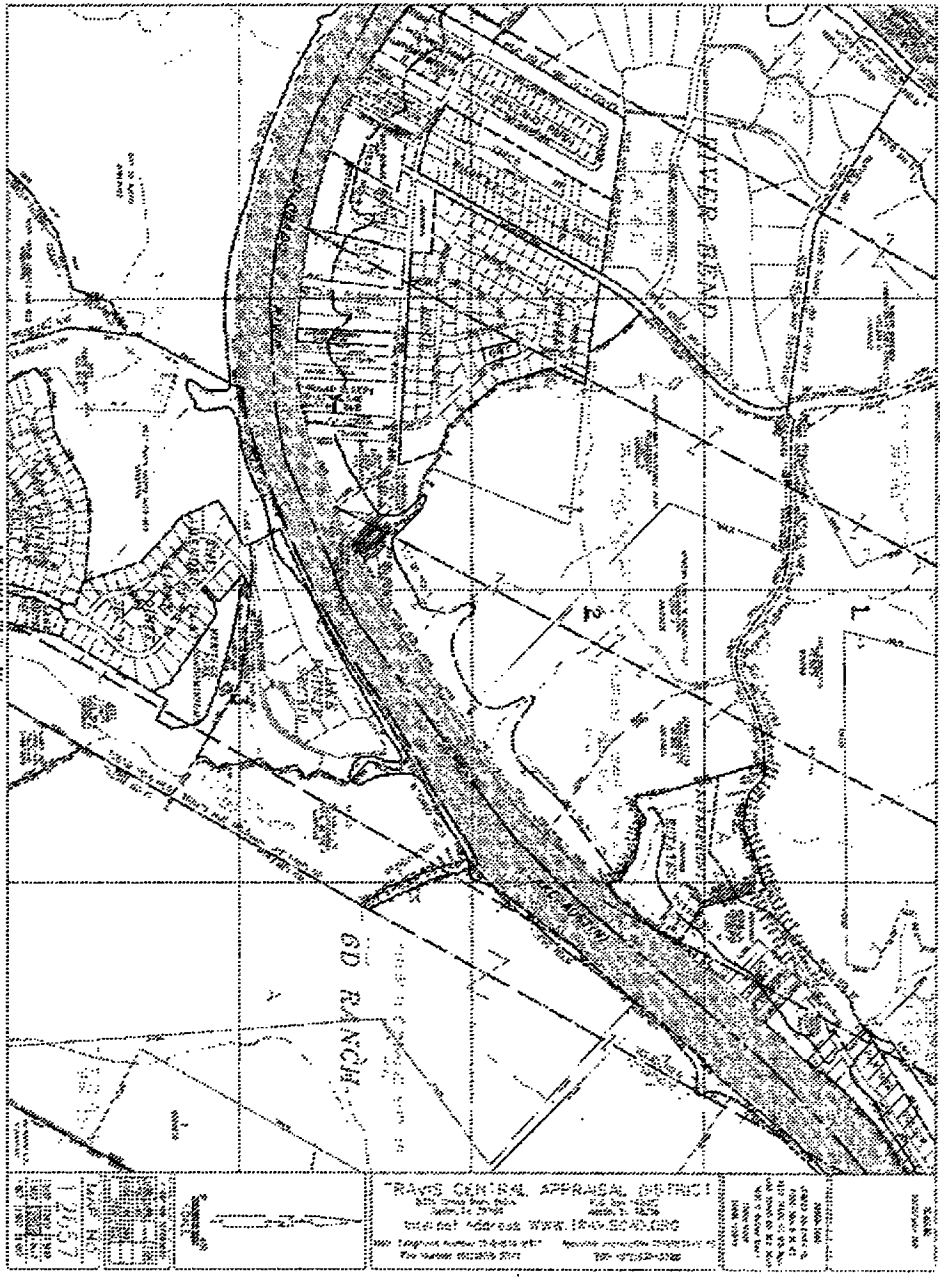
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EXHIBIT "C" - 9

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

CA: 7448-0005



STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17] 4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM

EXHIBIT "C-3"

TRACT 8 (THE PRESERVE TRACT)

Exhibit _____

PROPERTY DESCRIPTION

91.76 Acres

Remaining Steiner Ranch Conservation Area

BEING 91.76 ACRES OF LAND LOCATED IN THE D. & W. R.R. SURVEY NO. 79 AND THE HATTIE E. HANCOCK SURVEY NO. 72 AND BEING THE REMAINDER OF A 191.27 ACRE TRACT DESCRIBED AS "TRACT 1" IN A CONSERVATION EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2001008450 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION A 2,771 ACRE TRACT BEING THE SAME LAND DESCRIBED IN A DEED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., RECORDED IN DOCUMENT NO. 2000009809 OF SAID OFFICIAL PUBLIC RECORDS, SAID 91.76 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a the southeast corner of Lot 1, Block A, (a 20.32 acre Commercialized Use Lot), Steiner Ranch, Phase Two, Section 8, a subdivision of record in Document No. 2006020337 of the Official Public Records of Travis County, Texas and being on the easterly line of a tract of land as described in Volume 11548, Page 1718 of the Real Property Records of Travis County, Texas, said southeast corner being S 27°33'32" W, 156.98 feet from an interior "L" corner on the easterly line of said Lot 1;

THENCE, with the easterly line of said 191.27 acre tract, the following three (3) courses and distances:

1. S 27°33'32" W, 3359.63 feet;
2. S 27°56'03" W, 877.90 feet and;
3. S 27°31'21" W, 678.03 feet to the most easterly southeast corner of Lot One, Steiner Ranch Phase Two, Section One, a subdivision of record in Volume 88, Page 40 of the Travis County Plat Records;

THENCE, leaving the easterly line of said 191.27 acre tract and with the easterly line of said Lot One, Steiner Ranch Phase Two, Section One, the following three courses and distances:

1. N 15°38'28" W, 115.35 feet;
2. N 15°52'50" W, 253.85 feet and;
3. N 13°03'53" E, 257.44 feet to the easterly right of way line of Steiner Ranch Boulevard, a dedicated public roadway 120.00 feet wide of record in Bk. 87, 113B - 114A Plat Records, Travis County, Texas;

THENCE, with said easterly right of way line the following eight (8) courses and distances:

1. With the arc of a curve to the left (non-tangent) 1463.15 feet having a radius of 935.00 feet, a central angle of 69°39'35" and a chord bearing and distance of N 22°35'13" E, 1318.35 feet to a point of tangency;
2. N 22°14'34" W, 224.43 feet to the beginning of a curve to the right;

3. With the arc of said curve to the right 527.32 feet having a radius of 1146.92 feet, a central angle of $26^{\circ}20'34''$ and a chord bearing and distance of N $09^{\circ}04'17''$ W, 522.59 feet to a point of tangency;
4. N $04^{\circ}06'00''$ E, 224.43 feet to the beginning of a curve to the left;
5. With the arc of said curve to the left 212.55 feet having a radius of 953.13 feet, a central angle of $12^{\circ}46'38''$ and a chord bearing and distance of N $02^{\circ}17'19''$ W, 212.11 feet to a point of tangency;
6. N $08^{\circ}40'38''$ W, 445.18 feet to the beginning of a curve to the right;
7. With the arc of said curve to the right 1176.06 feet having a radius of 804.71 feet, a central angle of $111^{\circ}25'51''$ and a chord bearing and distance of N $47^{\circ}02'18''$ E, 999.28 feet to a point of tangency;
8. S $17^{\circ}14'47''$ E, 532.37 feet to the southwest corner of said Lot 1, Block A, Steiner Ranch, Phase Two, Section 9;

THENCE, leaving said right of way line and with the southerly line of the aforementioned Lot 1, S $17^{\circ}14'47''$ E, 768.48 feet to the POINT OF BEGINNING and containing 91.76 acres of land, more or less.

This description was compiled using available record information and documented data and was not the result of a current ground survey.

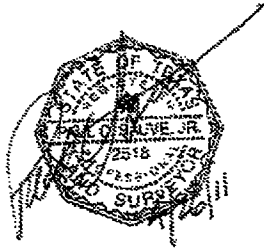


EXHIBIT "C" - 2

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
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EXHIBIT "C" - 3

STEINER RANCH
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

[SRMA] Amended and Restated Master Declaration of Covenants, Conditions and Restrictions [1-17]
4846-0108-2680 v.7 - 2/8/2017 4:51:41 PM



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 19 2017 11:52 AM

EEF-5 502 00 2047007240

COUNTY OF TRAVIS

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

WHEREAS the Declaration authorizes the Board of Directors of the Steiner Ranch Residential Owners Association, Inc. (the "**Board**") 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 hereto to supplement the previously-adopted Rules;

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

The additional rules attached hereto are hereby filed of record in accordance with Chapter 202.

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

Filed of record in accordance with Texas Property Code Ch. 202 by and through its Attorney-in-Fact, Niemann & Heyer, LLP.

Signature: _____

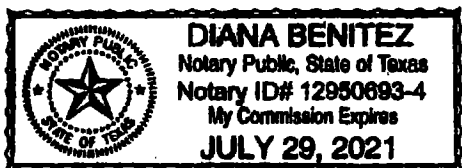
Connie Heyer

Attached: Oak Wilt and Leasing rules

Acknowledgement

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 5th day of December, 2017,
by Connie Heyer in the capacity stated above.



Diana Benitez
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

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

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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**").

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" and Exhibit "B" to supplement the previously-adopted Rules;

THEREFORE the additional Rules attached as Exhibit "A" and Exhibit "B" 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 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: _____

President

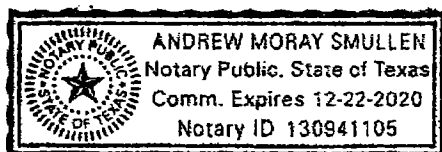
Exhibit "A": Oak Wilt Policy

Exhibit "B": Leasing Policy

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31st day of August, 2017,
by ANDREW M. SMULLEN in the capacity stated above.



Andrew Smullen
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".
- 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 when possible from July 1st to January 31st. Pruned trees and/or wounds must be immediately protected with tree paint (i.e., Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to an in between cutting any oak trees as a precaution.
- 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 Fines. Notwithstanding any language to the contrary in the other applicable governing documents of the Association, the minimum fine¹ for any violation of this Oak Wilt Policy shall be \$250 per violation. Each tree cut in violation of this policy may be considered a separate violation. For repeat violations of this policy (trimming trees out of season without permission on multiple occasions), the fines shall escalate in \$250

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

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.

- 3.3 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.
- 3.4 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 consultation of an arborist professional in the event of Oak Wilt. The Steiner Ranch Residential Owners Association, Inc. accepts no liability for any information contained in this policy and the exhibits attached hereto.

EXHIBIT "B"

Leasing Policy

Section 1. Leasing.

(a) Leasing. It is permitted for Owners to lease (as defined below) a residential dwelling in the subdivision, so long as:

- (i) Occupants are leasing the entire Lot (including all land and improvements comprising the Lot and residential dwelling) for use as a residence;
- (ii) The term of the lease is greater than one hundred eighty (180) days;
- (iii) The Owner and the occupants have the intent that the occupants remain on the Lot, and that it become the occupants' place of residency; that is, that the occupants will make the Lot and residential dwelling their home; and
- (iv) The lease complies with any dedicatory instrument recorded by or on behalf of Steiner Ranch Residential Owners Association, Inc. including any leasing policy, rule, or regulation promulgated by the Board.

The term "leasing" as used herein means the occupancy of a Lot and residential dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term leases (less than one hundred eighty (180) days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast shall each be considered a "business use" and inconsistent with single family residential use and are expressly prohibited. Leasing performed in accordance with all applicable deed restrictions including these rules shall not be considered a "business use" inconsistent with single family residential use. The provisions regarding leasing contained herein shall not preclude: (A) the Association or an institutional lender from leasing a residential dwelling upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, or (B) the seller or transferor of a Lot from leasing back the dwelling on such Lot for a period of time up to one hundred eighty (180) days after the closing of the sale or transfer of such Lot. Leases will not relieve the Owner from compliance with this Declaration or other dedicatory instruments of the Association.

(b) Rules and Regulations. The Board may promulgate additional policies or rules and regulations further governing the leasing of Lots (including all land and improvements comprising the Lot and residential dwelling). All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. The Board and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

(c) Governing Law. It is not the intent of this provision to exclude from a Lot any

individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any Applicable Law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by Applicable Law.

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

File Server: CLIENTS:SteinerRanch:RuleAmendOakWiltLeasing 6-17v2.doc



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 05 2017 02:25 PM

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TRV 9 PGS
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 that certain instrument entitled "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 No. 2017066085 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Restrictive Covenants. In addition to the description of the documents imposing restrictive covenants on the Property contained in the Notice, the following documents likewise impose restrictive covenants and the title and recording information for such documents are as follows:
 - a. Documents:
 - (1) Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions.
 - (2) Amended and Restated Development Area Declaration of Covenants, Conditions and Restrictions [The Headlands].
 - b. Recording Information:
 - (1) Travis County Clerk's File No. 2017097349.
 - (2) Volume 13193, Page 0081, *et. seq.* in the Official Public Records of Real Property of Travis County, Texas.
2. Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified above and in the Notice, the following document is a Dedicatory Instrument governing the Association.
 - a. Certificate of Secretary of Steiner Ranch Master Association, Inc. regarding Board Resolution adopting General Committee Charter.

A true and correct copy of such 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 18th day of December, 2017.

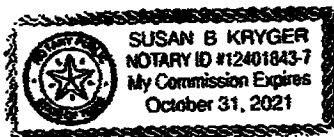
STEINER RANCH MASTER ASSOCIATION, INC.

By: _____

Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of December, 2017 personally appeared Cliff Davis, 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

CERTIFICATE OF SECRETARY
of
STEINER RANCH MASTER ASSOCIATION, INC.
regarding
BOARD RESOLUTION
adopting
GENERAL COMMITTEE CHARTER

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, AMY COLTON, Secretary of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a meeting of the Association's Board of Directors (the "Board") duly called and held on the 15 day of DECEMBER, 2017, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution regarding the General Committee Charter (the "Charter") was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article VIII of the instrument entitled "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 (the "Bylaws") provides:

The Board is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board shall be vested with advisory powers only and are not authorized to act on behalf of the Board.

WHEREAS, the Board has determined that the best interest of the membership and residents would be served, from time-to-time, by the establishment of committees to perform specific duties and functions at the request of, and as delegated by the Board. All committees and their members serve at the direction of and at the pleasure of the Board. No committee or committee member has the authority to speak on behalf of the Board or to bind the Association financially or contractually, unless authorized in writing by the Board.

Copyright © 2017 by Roberts Markel Weinberg Butler Hailey P.C., all rights reserved. This charter may be used only in connection with the Steiner Ranch Community and the operation of Steiner Ranch Master Association, Inc.

*Certificate of Secretary Regarding Board Resolution Adopting
General Committee Charter for Steiner Ranch Master Association, Inc.*

Page 1 of 6

NOW, THEREFORE BE IT RESOLVED THAT, all committees and the committee members are bound by these requirements and general guidelines which apply to all committees and all committee members, unless otherwise stated by the Board, in writing:

1. **PURPOSE.** The general purpose of the committees is to, from time-to-time, complete projects at the direct request of the Board.
 - a. Committee members are not Board members and may not always be privileged to all Association business or other priorities for the organization on the whole.
 - b. No committee or committee members have authority to authorize expenditures or to sell Association assets.
 - c. Every committee is required to have a Board member liaison.
 - d. As a Texas Non-Profit Corporation, certain Association business is privileged and confidential.
 - e. While requests made by a committee and/or its committee members are valuable, not all requests may be responded to or approved.
 - f. The Board has sole and exclusive discretion as to the urgency with which the Board may view the request, taking into consideration all matters of Association business.
 - g. The Board, through powers reserved by it, has established committees for the purposes described herein.
 - h. Committees serve the Board, upon request, as an informed percentage representation of the general community – readily available to aid in the Board’s decision-making process. Committee members should be aware that the Board is entrusted with ultimate care and responsibilities with which sole authority for actions rest, and that not all decisions may be reviewed with committee insight prior to taking action. The Board will, however, endeavor to consider committee insight and recommendations in making Board decisions.
 - i. No future Board is under any obligation to continue the committee process due to any precedent.
 - j. The Board may assign tasks and ongoing projects, with which some committees may need to meet regularly until the project is completed, while other committees may only be required to meet as needed.
2. **ELIGIBILITY.** Committee members must be members of the Association.

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3. **CHAIRMANSHIP.** The chair of a committee ("Chairperson") will be appointed by the Board. The Chairperson is responsible for chairing meetings of the committee and ensuring the requirements specified in this Charter and within their respective charters are followed. The Chairperson must call meetings in accordance with Section 4, below, and as directed by the Board. The committee may provide any input to the Board for the annual budget process necessary for the committee to function. The deadline for annual budget input will be established by the Board or the Chairperson with Board approval.
4. **MEETINGS.**
- a. Committees should hold meetings in accordance with the Section 1, above, and as described herein.
 - b. The number of committee meetings to be held during the calendar year will be established by the Board or the Chairperson with Board approval.
 - c. If a committee desires to hold a meeting for business not requested by the Board, the Chairperson of such committee will discuss this business with the Management Agent or Board who may, at their discretion, provide direction for which the committee may meet.
 - d. Only Board-appointed committee members may vote on any action before the Committee at a Meeting.
5. **COMMITTEE NOTES.** The Chairperson may or may not elect a designated committee secretary from within the committee through a manner of their choosing, and if not, the Chairperson will assume the responsibility for recording accurate notes of Committee meetings. A report of the committee's notes will be provided to the Board to the Association's management agent ("Management Agent"), if any, within thirty (30) days of each meeting. It is the responsibility of the Chairperson to make arrangements for contacting the Management Agent, upon assuming chairmanship, to establish a procedure for routinely submitting notes to the Management Agent for filing. The Management Agent will file the notes and make available to the Board, providing a report upon the next meeting.
- a. Notes and reports of committee meetings may be delivered in PDF (.pdf), Word (.doc, .docx), e-mail text, or in legible hand written format available for scan or copy. The notes must include a record of the date, time and place of each meeting. The notes may also include a record of each committee member in attendance, and any vote tallies should be recorded but may remain anonymous in the notes.
6. **WEBSITES AND PASSWORDS.** No websites, blogs, email addresses or portals may be created without prior Board approval. Any and all logins, usernames or passwords

must be given to the Board and the Association Manager. No passwords may be changed without prior approval.

7. **DUAL MEMBERSHIP.** A committee member may not serve on more than one (1) committee at a time, unless the Chairperson of each committee approves and determines the Committee Member can fulfill their obligations to each committee, or unless the second committee is the nominating committee of the Association, if any.

8. **APPOINTMENT.**

- a. Interested members of the Association will submit a written request for appointment to the requested committee, per the Board's instructions, at a time designated by the Board.
- b. The process for selecting committee members will be established by the Board.
- c. All appointments of committee members are to be done by the Board.
- d. The Management Agent will serve as a non-appointed agent to each committee and communicate directly with the Chairperson.

9. **TERMS OF MEMBERSHIP.**

- a. Unless stated otherwise in the charter, all committee members' terms, including the Chairperson's, will be one (1) year.
- b. Terms for new committee members will begin thirty (30) calendar days following the annual meeting of the Association. On such date, all Board appointments are to be final and all vacancies filled.

10. **REMOVAL.**

- a. The Board may remove any committee member, including the Chairperson, at any time.
- b. The Committee may make recommendations to the Board regarding the removal of committee members.
- c. A committee member may be removed, upon written notice from the committee's Chairperson, for failure to attend three (3) consecutive committee meetings without notice or explanation.

11. **VACANCY.** If a position becomes vacant in the middle of a committee member's term, it may be filled in a manner approved by the Board. The new committee member will serve the remainder of the term.
12. **NOTICE.** All committee members must be notified of any meetings or discussions related to the business of their respective committee. The Chairperson is responsible for providing such notice, unless such responsibility is delegated by the Chairperson to an appointed Co-chair, delegate or secretary.
13. **REIMBURSEMENT.** In order to be reimbursed, a committee member must, in writing, prior to purchasing such item related to the purpose of the respective committee, obtain committee approval for such expenditure. Once an item is purchased, the committee member must provide a receipt for such expenditure for reimbursement. There will be no reimbursement should a receipt not be provided by a committee member.
14. **COMMUNICATION.**
 - a. Any communication from a committee or its committee members to other committees, members of the Association, residents, or the Board is expected to be performed in a professional manner.
 - b. Committee members are expected to demonstrate respect for others and for the Association and comply with any communication policies of the Association.
 - c. Information discussed within committee correspondences and/or meeting must be treated as Association business and may not be shared or discussed outside of the respective committee, unless a written communication has been distributed and approved, in writing, by the Board.
 - d. Sharing Association business outside of the committee will be grounds for removal from the committee.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 15 day of DECEMBER, 2017.

STEINER RANCH MASTER ASSOCIATION, INC.

By: *AMY COLTON*

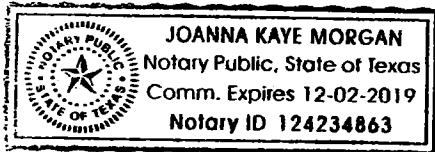
Printed Name: AMY COLTON

Its: Secretary

THE STATE OF TEXAS §

COUNTY OF Texas §

BEFORE ME, the undersigned notary public, on this 15 day of Dec, 2017 personally appeared *Amy Colton*, 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/she executed the same for the purpose and in the capacity therein expressed.



Joanna Kaye Morgan
Notary Public in and for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 18 2017 10:31 AM

FFF- \$ 58.00 2017102005

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." 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 and 2017198995 ("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.

- **Standby Electric Generator Policy for Steiner Ranch Master Association, Inc.**

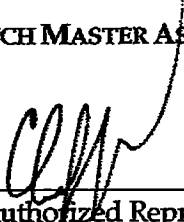
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

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 8th day of March, 2018.

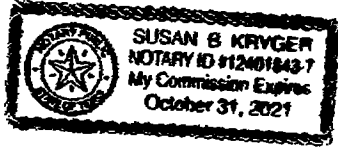
STEINER RANCH MASTER ASSOCIATION, INC.

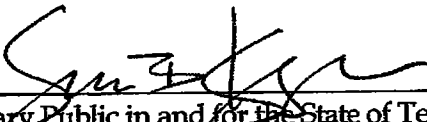
By:


Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of March, 2018 personally appeared Cliff Davis, 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

STANDBY ELECTRIC GENERATOR POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, President 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 7th day of March, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Standby Electric Generator Policy was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Section 202.019 of the Texas Property Code was enacted effective June 19, 2015 to address the installation and operation of standby electric generators.
2. The Board of Directors of the Association desires to adopt a policy relating to the installation and operation of standby electric generators on Lots in the Subdivision consistent with Section 202.019 of the Texas Property Code.

WITNESSETH:

The following sets forth the policy of the Association regarding the installation and operation of standby electric generators.

Section 1. Definitions. Capitalized terms used in this policy have the following meanings:

- 1.01. **Association** - Steiner Ranch Master Association, Inc.
- 1.02. **Declaration** - That certain instrument entitled "Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch" recorded in the Official Public Records of Real Property of Travis County, Texas in Volume 13008, Page 0756, *et seq.*, as amended and supplemented.
- 1.03. **Master Architectural Committee or MAC** - The Master Architectural Committee of the Association as established by the Declaration.
- 1.04. **Residential Dwelling** - The single family residential dwelling situated on a Lot.
- 1.05. **Standby Electric Generator** - A device that converts mechanical energy to electrical energy and is:
 - a. powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;

- b. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - c. connected to the main electrical panel of the Residential Dwelling by a manual or automatic transfer switch; and
 - d. rated for generating capacity of not less than seven (7) kilowatts.
- 1.06. Subdivision** – Any and all Property subject to the Declaration through the filing of a Notice of Applicability in accordance with the Declaration. Steiner Ranch consists of numerous Development Areas and Phases all which are located in Travis County, Texas as more particularly described the Notices of Applicability and in the Management Certificate for the Association recorded in the Official Public Records of Real Property of Travis County, Texas.

Other capitalized terms used in this policy have the same meanings as that ascribed to them in the Declaration.

Section 2. MAC Approval, Requirements, and Screening.

- 2.01. MAC Approval.** The Declaration requires an Owner to submit an application for a proposed exterior improvement on the Owner's Lot and obtain the written approval of the application from the MAC prior to installation or construction. Accordingly, a Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to and approved in writing by the MAC as to compliance with the provisions of this policy. The submission of plans must include a completed application for MAC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as provided in Section 2.03., below), and a copy of the manufacturer's brochures. The MAC may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Section 2.02., below, and, if visible as provided in Section 2.03., below, the Standby Electric Generator is screened in the manner required by the MAC.
- 2.02. Requirements.** The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the MAC and compliance with the following requirements:
- a. a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
 - b. all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;
 - c. all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

- d. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- e. all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- f. a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- g. a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- h. a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;
- i. periodic testing of a Standby Electric Generator must be in accordance with the manufacturer's recommendations, and may occur not more than once a week on a day other than a Sunday, between the hours of 10:00 a.m. and 4:00 p.m.; and
- j. the preferred location of a Standby Electric Generator is:
 - i. at the side or rear plane of the Residential Dwelling;
 - ii. outside (not within) any easement applicable to the Lot;
 - iii. outside (not within) the side setback lines applicable to the Lot.

However, in the event the preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator may be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) herein.

2.03. Screening. If a Standby Electric Generator is:

- a. visible from the street in front of the Residential Dwelling on the Lot on which it is located,

- b. located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or
- c. located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner is required to screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the MAC.

Section 3. Prohibitions.

3.01. Non-Payment for Utility Service. A Standby Electric Generator may not be used to generate all or substantially all of the electrical power to a Residential Dwelling, except when utility-generated electrical power to the Residential Dwelling is not available or is intermittent due to causes other than non-payment for utility service to the Residential Dwelling.

3.02. Property Owned by the Association. No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.

Section 4. Non-Compliance. The installation of a Standby Electric Generator that is not in compliance with the provisions of this Standby Electric Generator Policy will be considered a violation of the dedicatory instruments governing the Subdivision.

Section 5. Property Owned or Maintained by the Association. This Standby Electric Generator Policy does not apply to property that is owned or maintained by the Association.

I hereby certify that this Standby Electric Generator Policy was approved by the Board of Directors of the Association on the date set forth above and now appears in the books and records of the Association. This Standby Electric Generator Policy is effective as of the date of recording in the Official Public Records of Real Property of Travis County, Texas.

STEINER RANCH MASTER ASSOCIATION, INC.

By: _____

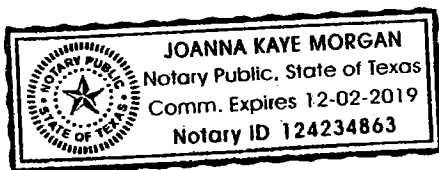
Print Name: _____

Its: _____

President

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 7 day of March, 2018 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 he/she executed the same for the purpose and in the capacity therein expressed.



Joanna Kaye Morgan
Notary Public in and for the State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

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

March 08 2018 09:35 AM

FFF- \$ 54.00 20180316664

TRV 7 PGS
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." 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 and 2018034664 ("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.

- Certificate of Amendment of Steiner Ranch Master Association, Inc. regarding Amendment to Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc.

A true and correct copy of such 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 7th day of June, 2018.

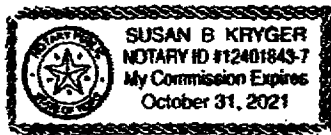
STEINER RANCH MASTER ASSOCIATION, INC.

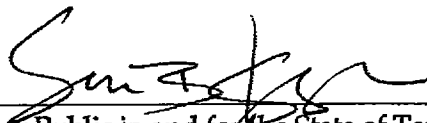
By:


Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7th day of June, 2018 personally appeared Cliff Davis, 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

CERTIFICATE OF AMENDMENT
of
STEINER RANCH MASTER ASSOCIATION, INC.
regarding
AMENDMENT
to
SECOND AMENDED AND RESTATED BYLAWS
of the
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, President of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association (the "Board") duly called and held on the 22nd day of May, 2018, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article XI, Section 11.1 of the Second Amended and Restated Bylaws of Steiner Ranch Master Association, Inc. (the "Second Amended and Restated Bylaws") provides:

Section 11.1. Amendment.

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority of the Board. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause.

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code also grants the Board the authority to amend the Bylaws.

NOW, THEREFORE, the Second Amended and Restated Bylaws are amended as follows:

Article IV, Section 4.5, of the Second Amended and Restated Bylaws is amended and restated as follows:

Section 4.5. Removal of Directors and Vacancies.

A vacancy of an at-large director position created prior to the expiration of his/her 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 member's predecessor in office.

Any director elected by the Members at large (other than Declarant) may be removed, with or without cause, by two-thirds of the votes of Members (other than Declarant) 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. A director who was elected at large solely by the votes of Members other than the Declarant may be removed from office prior to the expiration of his or her term by two-thirds of the votes of Members (other than the Declarant), present in person or by proxy at a meeting at which a quorum is present. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director appointed by the Declarant may only be removed by the Declarant.

After the April 2016 election of directors, a vacancy created in Board position 1, 2, 3, 4, or 5 that was created prior to the expiration 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 such a vacancy must be an Owner of a Lot within the district to which s/he is appointed for the unexpired term of the member's predecessor in office.

After the April 2016 election of directors, a director who was elected to Board position 1, 2, 3, 4 or 5 by the Members within such directors respective election district, may be removed from office prior to the expiration of his or her term by two-thirds of the votes of Members of that district (other than the Declarant), present in person or by proxy at a meeting at which a quorum is present. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

If any director (other than a director appointed by the Declarant) 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 the Majority of the remaining directors, regardless of whether that Majority is less than a quorum. A director so appointed to fill such a vacancy must be an Owner of a Lot within the district to which s/he is appointed for the unexpired term of the member's predecessor in office.

For all vacant Board positions where the vacancy was created for a reason other than removal by the Members and there are valid director candidates to be considered by the remaining directors, in the event the remaining directors are unable to appoint a director to fill such vacancy after one (1) board meeting occurring within forty-five (45) days of the creation of the vacancy, a special meeting of the Members will be held to elect a director to fill the vacancy to serve the unexpired term of the member's predecessor in office. The special meeting of the Members must occur within forty-five (45) days of the board meeting where the vacancy appointment director vote failed. For a vacancy created in Board position 1, 2, 3, 4, or 5, only Members within that election district may be director candidates and vote. For a vacancy created in an at-large Board position, the Members at-large may be director candidates and vote.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution 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 CERTIFY which witness my hand this the 6th day of June, 2018.

STEINER RANCH MASTER ASSOCIATION, INC.

By: _____

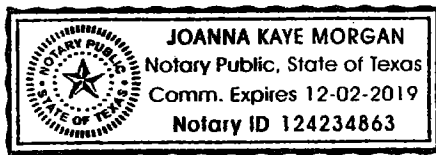
Printed: _____

Its: _____

President

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned notary public, on this 6 day of June, 2018 personally appeared Naresh Chikukuri, 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.



Joanna Kaye Morgan
Notary Public in and for the State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

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

June 07 2018 10:41 AM

FFP \$ 50.00 2018082222

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." 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 and 2018088238 ("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.

- **Records Retention Policy for Steiner Ranch Master Association, Inc.**

A true and correct copy of such 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 26th day of September, 2018.

STEINER RANCH MASTER ASSOCIATION, INC.

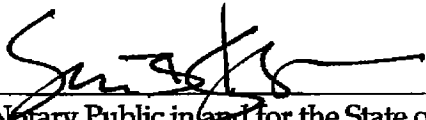
By:


Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26th day of September, 2018 personally appeared Cliff Davis, 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.

RECORDS RETENTION POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE 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 18th day of September, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.

2. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any	Five (5) years

dedicatory instrument of the Association) of current owners	
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years

r) Legal opinions issued by counsel for the Association	Permanently
s) Suit files	Seven (7) years after the date the suit is resolved
t) Emails	Two (2) years

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention 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 18th day of September, 2018.

STEINER RANCH MASTER ASSOCIATION, INC.

By: [Signature]

Printed: Christina Morales

Its:

Secretary

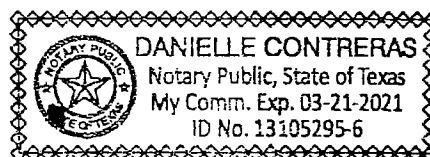
THE STATE OF TEXAS

§

COUNTY OF Travis

§

§



BEFORE ME, the undersigned notary public, on this 18 day of Sept, 2018 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 she executed the same for the purpose and in the capacity therein expressed.

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



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

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

September 26 2018 09:10 AM

FF- \$ 46.00 2018152062

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." 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 and 2018152062 ("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.

- **Certificate of Amendment of Steiner Ranch Master Association, Inc. regarding Amendment to Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc.**

A true and correct copy of such 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 3rd day of October, 2018.

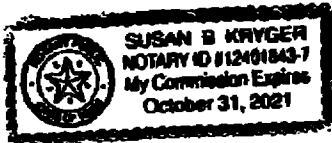
STEINER RANCH MASTER ASSOCIATION, INC.

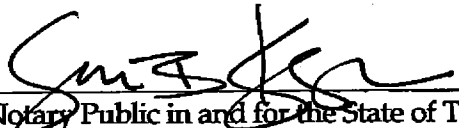
By: _____

Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 3rd day of October, 2018 personally appeared Cliff Davis, 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

CERTIFICATE OF AMENDMENT
of
STEINER RANCH MASTER ASSOCIATION, INC.
regarding
AMENDMENT
to
SECOND AMENDED AND RESTATED BYLAWS
of the
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, President of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association (the "Board") duly called and held on the 25 day of September, 2018, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article XI, Section 11.1 of the Second Amended and Restated Bylaws of Steiner Ranch Master Association, Inc. (the "Second Amended and Restated Bylaws") provides:

Section 11.1. Amendment.

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority of the Board. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause.

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code also grants the Board the authority to amend the Bylaws.

NOW, THEREFORE, the Second Amended and Restated Bylaws are amended as follows:

Article VI, Section 6.5, of the Second Amended and Restated Bylaws is amended and restated as follows:

Section 6.5. Rights of the Association.

With respect to the Master Common Areas and in accordance with the Articles of Incorporation and the Declaration, the Board shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other neighborhood owner or resident associations, both within and without the Property. Such agreements shall require the consent of a Majority of the total number of non-interested directors of the Board.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution 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 CERTIFY which witness my hand this the 29th day of September, 2018.

STEINER RANCH MASTER ASSOCIATION, INC.

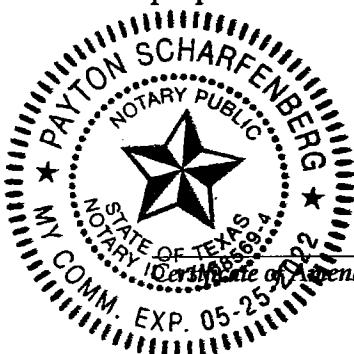
By: [Signature]

Printed: Naren Chilukuri

Its: President

THE STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 29 day of September, 2018 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 for the purpose and in the capacity therein expressed.



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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 03 2018 08:30 AM

FFP \$ 42.00 2018156500

**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, 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) Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (2) Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (3) Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (4) Third Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.

- (5) Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (6) Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (7) Sixth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (8) Seventh Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (9) Eighth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (10) Ninth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (11) Tenth Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch.
- (12) Steiner Ranch Eleventh Amendment to Master Declaration of Covenants, Conditions and Restrictions.
- (13) Steiner Ranch Twelfth Amendment to Master Declaration of Covenants, Conditions and Restrictions.
- (14) Development Area Declaration of Covenants, Conditions and Restrictions [Canyon Glen].
- (15) Steiner Ranch [Golf Course Residential] Development Area Declaration.
- (16) Notice of Addition of Land to Development Area Declaration for Steiner Ranch [Golf Course Residential] Adding Phase One, Section 10D.
- (17) Steiner Ranch Development Area Declaration [Lot 1, Block B, MU-11 Final Plat].
- (18) Development Area Declaration of Covenants, Conditions and Restrictions [Majestic Oaks].
- (19) Steiner Ranch [McCormick Ranch] Development Area Declaration.
- (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) Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista] Development Area Declaration of Covenants, Conditions and Restrictions.
- (24) First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions Steiner Ranch River Dance Phase One (37 Lots) [Sierra Vista].
- (25) Steiner Ranch River Dance, Phase Two Development Area Declaration.
- (26) Steiner Ranch River Dance, Phase 3 Development Area Declaration.

- (27) Steiner Ranch River Dance, Phase 4 [Lots 1 through 10, Block C and Lots 1 through 60, Block F].
- (28) Steiner Ranch River Dance, Phase 5 Development Area Declaration.
- (29) Steiner Ranch River Dance, Phase 6A Development Area Declaration.
- (30) Steiner Ranch [River Dance, Phase 6A] Notice of Applicability.
- (31) Steiner Ranch River Dance, Phase Six-B Development Area Declaration.
- (32) Steiner Ranch River Dance, Phase Seven-A Development Area Declaration.
- (33) Steiner Ranch River Dance, Phase Seven-B Development Area Declaration.
- (34) Steiner Ranch [River Heights Grove] Development Area Declaration.
- (35) Steiner Ranch [River Heights Overlook] Development Area Declaration.
- (36) Steiner Ranch Phase One, Section 9 (Phases A, B, & D) [Savannah] Development Area Declaration.
- (37) Steiner Ranch Phase One, Section 9 (Phase C) [Savannah Point] Development Area Declaration.
- (38) Steiner Ranch Phase One, Section 6D [Shire Ridge] Development Area Declaration.
- (39) Steiner Ranch Phase One, Section 7A [Summer Vista] Development Area Declaration.
- (40) Development Area Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Phase One, Section 4C.
- (41) Steiner Ranch Phase One, Section 6B [Towne Hollow] lot 1 through 76 Block A and Lot 2 through 52, Block B Development Area Declaration.
- (42) Development Area Declaration of Covenants, Conditions and Restrictions [Westridge].

b. Recording Information:

- (1) Volume 13008, Page 0756, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (2) Travis County Clerk's File No. 2000143255.
- (3) Travis County Clerk's File No. 2002057508.
- (4) Travis County Clerk's File No. 2004027474.
- (5) Travis County Clerk's File No. 2004036580.
- (6) Travis County Clerk's File No. 2004092278.
- (7) Travis County Clerk's File No. 2005091740.
- (8) Travis County Clerk's File No. 2005163691.
- (9) Travis County Clerk's File No. 2005231870.
- (10) Travis County Clerk's File No. 2006019332.

- (11) Travis County Clerk's File No. 2006244529.
- (12) Travis County Clerk's File No. 2011002035.
- (13) Travis County Clerk's File No. 2012062843.
- (14) Volume 13193, Page 0051, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (15) Travis County Clerk's File No. 2004036584.
- (16) Travis County Clerk's File No. 2009011306.
- (17) Travis County Clerk's File No. 2013097635.
- (18) Volume 13330, Page 0335, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (19) Travis County Clerk's File No. 2014065026.
- (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. 2003170267.
- (24) Travis County Clerk's File No. 2010068869.
- (25) Travis County Clerk's File No. 2006071642.
- (26) Travis County Clerk's File No. 2007005360.
- (27) Travis County Clerk's File No. 2007167596.
- (28) Travis County Clerk's File No. 2008090148.
- (29) Travis County Clerk's File No. 2007196456.
- (30) Travis County Clerk's File No. 2007196452.
- (31) Travis County Clerk's File No. 2008203368.
- (32) Travis County Clerk's File No. 2008194929.
- (33) Travis County Clerk's File No. 2008203370.
- (34) Travis County Clerk's File No. 2005083095.
- (35) Travis County Clerk's File No. 2005095779.
- (36) Travis County Clerk's File No. 2002226635.
- (37) Travis County Clerk's File No. 2005213597.
- (38) Travis County Clerk's File No. 2004044397.
- (39) Travis County Clerk's File No. 2005232066.
- (40) Volume 13009, Page 0380, *et seq.* in the Official Public Records of Real Property of Travis County, Texas.
- (41) Travis County Clerk's File No. 2003134267.
- (42) Travis County Clerk's File No. 2001035685.

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 a division of RealManage, P.O. Box 803555, Dallas, Texas 75380-3555.

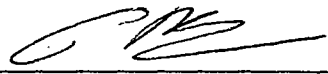
7. Other Information the Association Considers Appropriate is:

Information may be obtained by calling the Association's Management Company at 866-473-2573.

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

Executed on this 29th day of January, 2019.

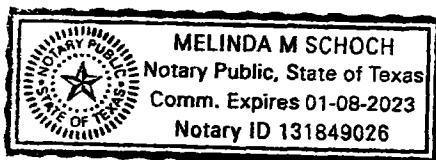
STEINER RANCH MASTER
ASSOCIATION, INC.

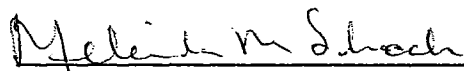
By: 
Naren Chilukuri, President

*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 29 day of January, 2019 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 he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

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

January 30 2019 11:57 AM

FFF \$ 46.00 2019013041

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." 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 and 2018156500 ("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.

- Certificate of Amendment of Steiner Ranch Master Association, Inc. regarding Amendment to Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc.
- Payment Plan 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 31st day of January, 2019.

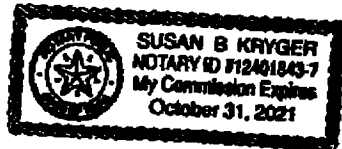
STEINER RANCH MASTER ASSOCIATION, INC.

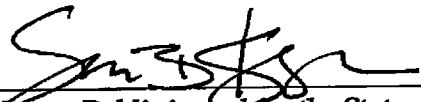
By: _____

Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31st day of January, 2019 personally appeared Cliff Davis, 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

CERTIFICATE OF AMENDMENT
of
STEINER RANCH MASTER ASSOCIATION, INC.
regarding
AMENDMENT
to
SECOND AMENDED AND RESTATED BYLAWS
of the
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, President of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association (the "Board") duly called and held on the 25 day of September, 2018, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article XI, Section 11.1 of the Second Amended and Restated Bylaws of Steiner Ranch Master Association, Inc. (the "Second Amended and Restated Bylaws") provides:

Section 11.1. Amendment.

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority of the Board. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause.

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code also grants the Board the authority to amend the Bylaws.

NOW, THEREFORE, the Second Amended and Restated Bylaws are amended as follows:

1. Article IV, Section 4.3, of the Second Amended and Restated Bylaws is amended and restated as follows:

Section 4.3. Election of Directors and Term of Office.

Upon the expiration of the two (2) year director terms for Board positions 1, 2, 6 in March 2020 and position 7 in March 2021 (described in detail hereinafter), all Board positions will thereafter serve three (3) year terms. Each director shall continue to hold office until his/her successor is appointed or elected and qualified.

In an election of directors by Members in which election there are more candidates than vacant positions and where two or more candidates receive the same number (i.e. the most) votes, the winner of the election shall be chosen by lot. The names of the candidates who have received the same number of votes shall be written on separate pieces of paper by the presiding officer of the meeting, the pieces of paper shall be folded by the presiding officer and placed in a container provided by the then-serving Board. The presiding officer shall ask for a volunteer Member from the audience of Members to pick any one piece of paper from the container and the person whose name is picked shall be declared the winner(s) of such election.

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, e-mailed 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.

March 2019 and March 2020 Elections:

At the March 2019 election of directors, position 3 (previously position 4), position 4 (previously position 5), position 5 (previously position 1), and position 7 will be up for election by the Members. The position 3 candidate and position 4 candidate receiving the highest number of votes respectively will each be elected to a three (3) year term. Position 5 and position 7 will be "at-large" positions (described in detail hereinafter). The at-large candidate receiving the highest number of votes will be elected to position

5 for a three (3) year term. The at-large candidate receiving the next highest number of votes will be elected to position 7 for a two (2) year term.

At the March 2020 election of directors, position 1 (previously position 2), position 2 (previously position 3) and position 6 will be up for election by the Members each for a three (3) year term.

The Board is vested with the authority to establish election districts for the Property. New election districts are hereby established for the Property to allow for the expansion of terms from two (2) years to three (3) years, to be applicable beginning with the March 2019 election of directors and all such elections thereafter. There will be four (4) election districts within the Property, associated with Board positions 1 through 4, respectively. Each of the four (4) election districts will consist of the Lots comprising each such election district, as set forth on Exhibit "A", attached hereto and incorporated herein by reference.

Only Members owning Lots within their respective election district may be a candidate for that particular election district and cast their votes for candidates running for the open Board position, if any, in that election district. Due to staggering of terms, in any given year, a particular election district might not have an open Board position. By way of illustration and not limitation, Members owning Lots within election district 4 may be a candidate for the election district 4 position and only vote for candidates running for Board position 4; if position 4 is full, Members owning Lots in election district 4 may not cast their respective votes for candidates running in election districts 1, 2, or 3. Similarly, even if Board position 4 is up for election, Members owning Lots in election district 4 may not cast their respective votes for candidates that they prefer in election districts 1, 2 or 3.

In addition to the four (4) election districts, Board positions 5 (previously position 1), 6 and 7 shall be considered "at-large" positions, with position 7 serving an initial 2 year term (after election in March 2019). Members owning Lots within the Property, regardless of their designated election district, may cast their respective votes for an at-large candidate. Following the example provided above, if Board position 4 was open for election, a Member owning a Lot in election district 4 could cast their one vote for a district 4 candidate, as well as their one vote for a candidate running for an at-large Board position. If Board position 4 was not up for election in a given year, Members in election district 4 could cast their respective vote for a candidate running for an at-large position.

2. Article XI, Section 11.1, of the Second Amended and Restated Bylaws is amended and restated as follows:

Section 11.1. Amendment.

These Bylaws may be amended only by the affirmative vote of two-thirds (2/3rds) of the Board of Directors present at a properly called board meeting at which a quorum is present. These Bylaws may also be amended at a regular or special meeting of the Members, by a vote of a Majority of a quorum of Members present, either in person, by proxy or by any means authorized in these Bylaws, subject to the notice requirements provided by law or in these Bylaws. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution 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 CERTIFY which witness my hand this the 29 day of January, 2019.

STEINER RANCH MASTER ASSOCIATION, INC.

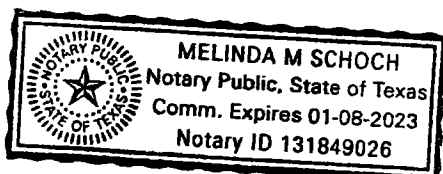
By: [Signature]

Printed: Naren Chilukuri

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 29 day of January, 2019 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 for the purpose and in the capacity therein expressed.



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

EXHIBIT "A"
Four (4) Voting Districts

Voting Districts - 4

Neighborhood	# of Homes
District 1 (Position 1)	
Bellagio Estates	30
Headlands	216
Estates of Westridge	132
Majestic Oaks	252
Longhorn Canyon	29
Hills of Westridge	54
Lakeview	55
The View	20
Beverly Ridge	13
Canyon Glen	160
Total	961

District 2 (Position 2)

UT Golf Community	520
Casitas	20
Parkside	155
River Heights Overlook	108
Towne Hollow	124
Shire Ridge	86
River Heights Grove	45
Total	1,058

District 3 (Position 3)

Lakewood Hills	71
Las Brisas	87
Rio Mesa	120
Summer Vista	185
Savannah Point	68
Savannah	247
The Fairways	88
Total	866

District 4 (Position 4)

The Bluffs	49
The Grove	84
Santaluz	89
Sierra Vista	37
Monterey	96
Belcara	42
Palisades	143
Emerald Ridge	99
Mediterra	122
Tierra Grande	70
Total	831

PAYMENT PLAN POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE 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 15th day of January, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of six (6) months. The maximum period for a payment plan may be extended if the Board of Directors determines, in its sole judgment, that hardship conditions exist necessitating a longer payment plan period. The Association will determine the appropriate term for a payment plan considering the amount owed and the term requested by the Owner, subject to the minimum and maximum terms.

3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: not more than \$30.00 for the preparation of a Payment Plan Agreement and not more than \$10.00 for receiving, documenting and processing each payment. The amounts determined by the Board to be charged for the preparation of a Payment Plan Agreement and processing payments must be uniform as to all Owners who enter into a payment plan. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include, by way of example and not in limitation, late charges.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

The Association is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) has been sent to the Owner and the period in that notice has expired. Finally, the Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan 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 29th day of January, 2019.

STEINER RANCH MASTER ASSOCIATION, INC.

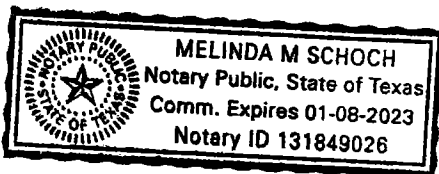
By: [Signature]

Printed: Christina Morales

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 29 day of January 2019 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.



Melinda M Schoch
Notary Public in and for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 31 2019 08:36 AM

FFF \$ 70.00 2010013502

TRV 8 PGS
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." 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 and 2019013508 ("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.

- Collection Policy for Steiner Ranch Master Association, Inc.

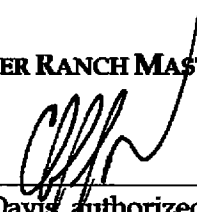
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

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 6th day of February, 2019.

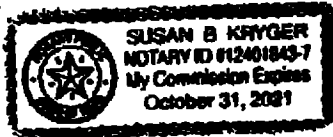
STEINER RANCH MASTER ASSOCIATION, INC.

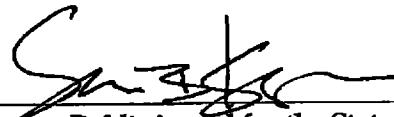
By:


Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 6th day of February, 2019 personally appeared Cliff Davis, 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

COLLECTION POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Christina Morales, Secretary of Steiner Ranch Master Association, Inc. ("**Association**"), do hereby certify that at a meeting of the Board of Directors ("**Board**") of the Association duly called and held on the 15th day of January, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by not less than a majority vote of the members of the Board.

RECITALS:

1. The Declaration requires the Owners of Lots in the Community to pay Regular Annual Assessments and other types of assessments to the Association.
2. The Board desires to adopt a policy relating to the collection of Regular Annual Assessments and other types of assessments which become delinquent.

WITNESSETH:

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments (defined below) for the collection of delinquent Regular Annual Assessments and other types of assessments in accordance with the following Collection Policy ("**Policy**"):

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The Regular Annual Assessments and every other type of assessment or charge which an Owner is obligated to pay to the Association per the provisions of the Declaration.
- 1.2. **Community** - The real property described in Exhibit "A" and Exhibit "C" to the Declaration and all other land that has been annexed or may hereafter be annexed and subjected to the provisions of the Declaration and the jurisdiction of the Association.
- 1.3. **Declaration** - 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 amended and supplemented.

- 1.4. Dedicatory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each Regular Annual Assessment is due on the first (1st) day of January and 1st day of July of each year and will be delinquent if not received to the Association by the thirtieth (31st) day of each respective month of the year in which it became due. All other Assessments are due on the date set forth in the Declaration or an applicable Development Area Declaration or, if not specified in the Declaration or an applicable Development Area Declaration, as determined by the Board.

Section 3. Costs of Recovery. As provided in the Declaration, each Assessment, together with interest, costs, late charges and attorney fees incurred in a collection action, is secured by a continuing lien upon each Lot and is the personal obligation of the Owner. Unless otherwise prohibited by law, all costs of collection, expenses, and fees charged to, or paid by, the Association for collecting, or attempting to collect, Assessments will be assessed against the Lot and will be the personal obligation of the Owner as and when incurred. Costs of collection include, but are not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

Section 4. Delinquency Processing. The delinquent date for all Assessments will be thirty(30) days from the applicable due date, unless otherwise provided in the Declaration or established by the Board.

Section 5. Notices. All collection notices sent to the Owner must set forth the amount then due.

- 5.1. Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices before sending the Final Delinquent Notice described below. Whether one or more delinquent notices are sent and when they are sent will be determined by the Board.
- 5.2. Final Delinquent Notice.** The Association must, before referring a delinquent owner to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's right to use in the Master Common Area or Special Common Area is to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a separate letter that complies with Section 209.006 of the Texas Property

Code regarding the suspension of an Owner's right to use the Master Common Area or Special Common Area, as applicable.

Section 6. Interest. Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the applicable due date will bear interest from the due date at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or, if there is no such highest rate, then at the rate of 1 and 1/2% per month).

Section 7. Late Charge. A late charge in the amount of \$25.00 will be imposed on the first (1st) day of February and the first (1st) day of August following the date the Regular Annual Assessment or other Assessment becomes delinquent and on the last day of each month thereafter as long as the Regular Annual Assessment or other Assessment remains delinquent, in whole or in part.

Section 8. Payment Plan and Partial Payments. All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. Partial payments that are accepted will be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made will not constitute waiver or forgiveness of the remaining balance. In the event that an Owner enters into a payment plan per the Association's Payment Plan Policy, the Owner is responsible for any and all administrative costs as provided in the Payment Plan Policy.

Section 9. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check processing fee in the amount of \$25.00 will be charged to the Owner and added to the account to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check will be charged to the Owner's and added to the account and the amount of the dishonored check will be reposted to the Owner's account as allowed by law. An Owner is responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 10. Owner's Mailing Address. It is the responsibility of each Owner of a Lot in the Community to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. To be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of the Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail; however, an Owner that disputes the mailing

address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address will be deemed to be the address of the Owner's Lot in the Community or the last alternative mailing address provided to the Association by the Owner in accordance with this Section. All notices to an Owner pursuant to this Policy will be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address will be, to the extent permissible under the Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address will in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration.

Section 11. Referral of Account to Association's Attorney. The Association or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Dedicatory Instrument or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner to collect a judgment obtained by the Association and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 12. Required Action. This Policy does not impose upon the Association an obligation to take any of the actions set forth herein. The Association's Board of Directors has the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as it reasonably deems to be appropriate under the circumstances.

Section 13. This Policy replaces and supersedes any previous collection policy adopted by the Association.

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

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection 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.

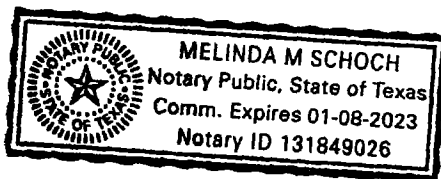
STEINER RANCH MASTER ASSOCIATION, INC.

By: [Signature]
Printed: Christina K. Morales

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 4 day of February, 2019, 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.



Melinda M. Schoch
Notary Public in and for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 06 2019 09:00 AM

FFF \$ 54.00 2019016635

TRV 6 PGS
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." 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 and 2019016635 ("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.

- Certificate of Amendment of Steiner Ranch Master Association, Inc. regarding Amendment to Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc.

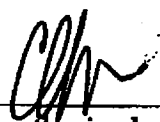
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

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 6th day of March, 2019.

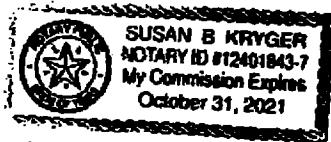
STEINER RANCH MASTER ASSOCIATION, INC.

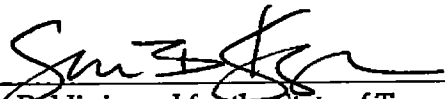
By: _____


Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 6th day of March, 2019 personally appeared Cliff Davis, 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

CERTIFICATE OF AMENDMENT
of
STEINER RANCH MASTER ASSOCIATION, INC.
regarding
AMENDMENT
to
SECOND AMENDED AND RESTATED BYLAWS
of the
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, President of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association (the "Board") duly called and held on the 19th day of February, 2019, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a 2/3rds vote of the members of the Board:

WHEREAS, Article XI, Section 11.1 of the Second Amended and Restated Bylaws of Steiner Ranch Master Association, Inc. (the "Second Amended and Restated Bylaws") provides in pertinent part:

These Bylaws may be amended only by the affirmative vote of two-thirds (2/3rds) of the Board of Directors present at a properly called board meeting at which a quorum is present. ...

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code also grants the Board the authority to amend the Bylaws.

NOW, THEREFORE, the Second Amended and Restated Bylaws are amended as follows:

Article IV, Section 4.5, of the Second Amended and Restated Bylaws is amended and restated as follows:

Section 4.5. Removal of Directors and Vacancies.

A vacancy of an at-large director position created prior to the expiration of his/her 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 member's predecessor in office.

A vacancy created in Board position 1, 2, 3 or 4 that was created prior to the expiration 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 such a vacancy must be an Owner of a Lot within the district to which s/he is appointed for the unexpired term of the member's predecessor in office.

Any director elected may be removed by the vote of 2/3rd 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 director.

Any director elected by the Members at large may be removed, with or without cause, by two-thirds of the votes of Members (other than Declarant) 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 at large, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

A director who was elected to Board position 1, 2, 3, or 4 by the Members within such directors respective election district, may be removed, with or without cause, by two-thirds of the votes of Members of that district (other than the Declarant), present in person or by proxy at a meeting at which a quorum is present. Upon removal of a director by the Member within such election district, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such 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 the Majority of the remaining directors, regardless of whether that Majority is less than a quorum. A director appointed to fill a vacancy in Board position 1, 2, 3, or 4 must be an Owner of a Lot within the district to which s/he is appointed for the unexpired term of the member's predecessor in office.

For all vacant Board positions where the vacancy was created for a reason other than removal by the Members or the Board and there are valid director candidates to be considered by the remaining directors, in the event the remaining directors are unable to appoint a director to fill such vacancy after one (1) board meeting occurring within forty-five (45) days of the creation of the vacancy, a special meeting of the Members will be held to elect a director to fill the vacancy to serve the unexpired term of the member's predecessor in office. The special meeting of the Members must occur within forty-five (45) days of the board meeting where the vacancy appointment director vote failed. For a vacancy created in Board position 1, 2, 3 or 4, only Members within that election district may be director candidates and vote. For a vacancy created in an at-large Board position, the Members at-large may be director candidates and vote.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution 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.

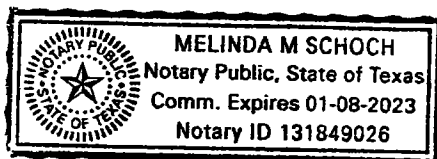
TO CERTIFY which witness my hand this the 5th day of March, 2019.

STEINER RANCH MASTER ASSOCIATION, INC.

By: [Signature]
Naren Chilukuri, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 5 day of March, 2019 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 he executed the same for the purpose and in the capacity therein expressed.



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



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 06 2019 10:09 AM

FFF- \$ 46.00 2010030027

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Apr 19, 2019 09:43 AM Fee: \$30.00

2019055531

Electronically Recorded

STATE OF TEXAS

COUNTY OF TRAVIS

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

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").

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;

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 Exhibits "A", 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:

Derrick Jones
DERICK JONES
President

Exhibit "A": Transfer Fee Policy

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 28 day of February, 2019,
by Derrick Jones in the capacity stated above.

Melinda M Schoch
Notary Public, State of Texas

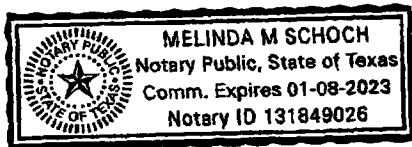


Exhibit A:

Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate as further described by Ch. 207, Texas Property Code, transfer fees are due upon the transfer or sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

The Association's fee schedule may include (without limitation) fees related to: issuance of a resale certificate, questionnaires requested from lenders/title companies, statements of account, resale certificate updates, working capital fee due at closing, or other such fees. In absence of resolution otherwise by the Board, a working capital transfer fee in the amount of three times then-current monthly dues shall be due upon any transfer of ownership.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

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

File Server: CLIENTS:SteinerRanch:RuleAmendTransferFee12-18.doc

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Apr 29, 2019 02:33 PM Fee: \$50.00

2019059772

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." 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 and 2019030987 ("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.

- **Certificate of President of Resolution of Board of Directors of Steiner Ranch Master Association adopting Code of Conduct.**

A true and correct copy of such 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 29th day of April, 2019.

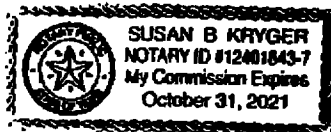
STEINER RANCH MASTER ASSOCIATION, INC.

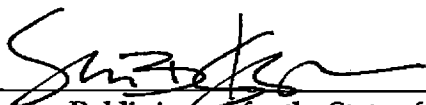
By: _____

Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 29th day of April, 2019 personally appeared Cliff Davis, 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

CERTIFICATE OF PRESIDENT
of
RESOLUTION OF BOARD OF DIRECTORS
of
STEINER RANCH MASTER ASSOCIATION
adopting
CODE OF CONDUCT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Naren Chilukuri, President of Steiner Ranch Master Association (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 18 day of April, 2019, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a 2/3rds vote of the members of the Board:

WHEREAS, the governing documents of Steiner Ranch Master Association delegate the authority and responsibility to govern the operations of the community to its Board of Directors;

WHEREAS, the Board of Directors is responsible to appoint officers and assign committee members; and

WHEREAS, the volunteer leaders of the Association have a duty of good faith and a responsibility to set a standard and level of behavior that is conducive to the best interests of the entire community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of Steiner Ranch Master Association hereby adopts the following code of ethics, standards of behavior, rules and enforcement procedures that are applicable to all Board members, committee members and volunteers serving the community:



Steiner Ranch Master Association, Inc. (SRMA)
Board of Directors Code of Conduct

The Steiner Ranch Master Association, Inc. (the "Association") Board of Directors (the "Board") will use its best efforts at all times to deliberate, make decisions and communicate decisions that are consistent with legal standards, and to maintain, protect, and enhance the value of the Steiner Ranch Community (SRMA) as a whole.

The following ethical guidelines & principles constitute the Code of Conduct.

1. Directors should:
 - 1.1 Treat other Directors, audience, committee members, and staff with courtesy and respect at all times.
 - 1.2 Strive to speak with one voice on adopted Board decisions – even if the Director was in the minority regarding actions that may not have obtained unanimous consent.
 - 1.3 Remain objective in decisions and act in the best interests of all constituents, residents and businesses.
 - 1.4 Acknowledge prior or current relevant personal or business relationships before sharing an opinion on any issue under discussion.
 - 1.5 Prepare for meetings by reading all reports and presentations before the meeting.
 - 1.6 Research specific issues and questions with staff prior to meetings, and provide advance notice of any issues to be raised in open meetings.
 - 1.7 Make every attempt to alert Board and committee members and staff about issues and requests prior to an open meeting.
 - 1.8 Attend regularly scheduled Board meetings in person or by teleconference.
2. Directors shall not:
 - 2.1 Solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
 - 2.2 Accept a gift or favor made with the intent of influencing decisions or actions on any official matter.

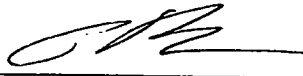
- 2.3. Receive any compensation from the Association for acting as a Director, other than normal reimbursement of expenses on behalf of the Association.
- 2.4. Use any confidential and/or personal information concerning a Director, employee of the Association, or resident of the Association received in order to conduct the business of the Board or Association for private gain, including but not limited to, gaining an advantage in real estate transactions.
- 2.5. Use or share confidential or privileged information, as defined by the Association's governing documents and local, County, State or Federal law.
- 2.6. Communicate with media regarding Association business unless authorized by board.
- 2.7. Use foul or vulgar language or become aggressive toward one another, committee members, employees, agents, residents or any person at any time while serving as a representative of the community.
- 2.8. Misrepresent a personal opinion as a majority opinion of the board and communicate such to residents, service providers, media or government entities.
- 2.9. Disclose any confidential or privileged information concerning a Director, Association employee, or member received in order to conduct the business of the Board or Association.
- 2.10. Reveal confidential information provided by service providers or contractors or share information with those bidding for Association contracts including but not limited to organized sports associations unless specifically authorized by the Board.
- 2.11. Make promises or enter into agreements on behalf of the Association with a contractor, vendor, official or otherwise unless authorized by the Board.
- 2.12. Advocate or support any action or activity that violates a law or regulatory requirement outlined in Association's governing documents or local, County, State or Federal law.
- 2.13. Use association resources for personal or political gain.

Failure to comply with any of the above principles & ethical guidelines or association governing documents may result in a written notice prepared by the Board outlining the violation and/or removal from the Board of Directors as provided by the Association Bylaws. If a Director believes a violation has occurred, the Director should submit such violation in writing to the managing agent for the Association. The Board will deliberate at the board meeting regarding the alleged violation. The Type of disciplinary action used is within the Board's sole and absolute discretion.

This Code of Conduct cannot be rescinded, altered and or amended unless by affirmative vote of 2/3rd of the Board of Directors at a board meeting at which a quorum is present.

I further certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

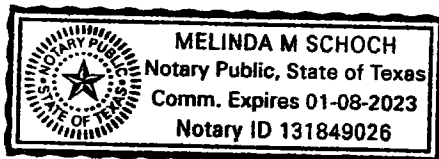
STEINER RANCH MASTER ASSOCIATION

By: 
Printed: Naren Chilukuri

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 19 day of April, 2019 personally appeared Naren Chilukuri, President of Steiner Ranch Master Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Melinda M Schoch
Notary Public in and for the State of Texas

