



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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STATE OF TEXAS

COUNTY OF TRAVIS

**AMENDMENT TO RULES AND REGULATIONS
STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.**
(Collection and Payment Plan Policies)

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

Reference is further made to that certain Steiner Ranch Residential Areas Community Manual, (the "**Community Manual**") filed as Document No. 2012038334 in the Official Public Records of Travis County, Texas, the Amendment to Rules filed as Document No. 2010004866 in the Official Public Records of Travis County, Texas, the Amendment to Rules and Regulations filed as Document No. 2017192121 in the Official Public Records of Travis County, Texas, and the Amendment to Rules and Regulations filed as Document No. 2019055531 in the Official Public Records of Travis County, Texas (together with any amendments or supplements thereto, the "**Rules**").

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

WHEREAS the Board has voted to replace the Assessment Collection Policy contained in the Community Manual as Attachment 8 with the Collection Policy attached as Exhibit "A" and the Payment Plan Policy Attached as Exhibit "B";

THEREFORE the Collection Policy attached as Exhibit "A", and the Payment Plan Policy attached as 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 adoption of a new Collection Policy as set forth in Exhibit "A", and the new Payment Policy as set forth in Exhibit "B", the Community Manual and 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:

DERRICK JONES

Title:

President

Exhibit "A": Collection Policy

Exhibit "B": Payment Plan Policy

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27 day of June, 2019,
by Derrick Jones in the capacity stated above.

Melinda M. Schoch
Notary Public, State of Texas

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

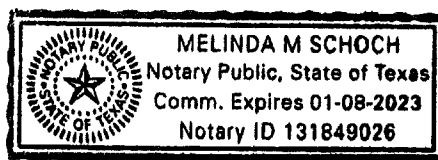


EXHIBIT "A"

COLLECTION POLICY

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

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**"):

1. Definitions. Capitalized terms used in this Policy have the following meanings:

1.1 Assessment - The Regular Annual Assessments, Special 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 Declaration – Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, recorded in Volume 10920, Page 001 of the Real Property Records of Travis County, Texas, as amended and supplemented.

1.3 Dedicatory Instruments - Each document governing the establishment, maintenance or operation of the properties subject to the Declaration, 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.

2. Due Date. The Regular Annual Assessment is payable in two equal semi-annual installments, due on the 1st day of January and 1st day of July of each year. The Regular Annual Assessment will be delinquent if not received by the Association by the last day of the month in which the Assessment became due. All other Assessments are due on the date set forth in the Declaration or, if not specified in the Declaration, as determined by the Board.

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 bylaw, 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 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).

4. Delinquency Processing. The delinquent date for all Assessments will be as set forth in section 2 above, unless otherwise provided in the Declaration or established by the Board.

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 the Common Areas or Association amenities 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 Common Areas or Association amenities.

6. Interest. Unless otherwise provided by the Declaration, any Assessment not paid by the last day of the month in which the Assessment is due will bear interest from the due date (the 1st of the month) at the highest rate allowed by applicable usury laws then in effect (or, if there is no such highest rate, then at the rate of 1.5% per month).

7. Late Charge. A late charge in the amount of \$25.00 will be imposed on the first and last day of the month following the due date for each Assessment, 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. For example, an Assessment due on July 1 will be subject to a late fee of \$25 on August 1, on August 31, on September 30, etc.

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. 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, the Owner is responsible for any and all administrative costs incurred in connection with the payment plan.

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 will be charged to the Owner and added to the account to offset the additional processing involved. 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 date the dishonored check notice is mailed, 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 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.

10. Owner's Mailing Address. It is the responsibility of each Owner of a Lot subject to the Declaration 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 Steiner Ranch 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.

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 a 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.

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.

13. Prior Policies Superseded. This Policy replaces and supersedes any previous collection policy adopted by the Association.

EXHIBIT "B"

PAYMENT PLAN POLICY

STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.

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 in accordance with the following Payment Plan Policy ("**Policy**"):

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 of this Policy. 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) of the Texas Property Code 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