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**THIRD AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
STEINER RANCH**

THE STATE OF TEXAS

COUNTY OF TRAVIS

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Return:
Gracy Title Co.

This Third Amendment to the Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch (the "Amendment") is made by **TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.**, a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Pursuant to that certain Bill of Sale and Assignment, executed on January 18, 2000, and by that certain Assignment of Declarant's Rights and Amendment to Declarations executed on January 18, 2000 recorded as Document No. 2000009812, Official Public Records of Travis County, Texas, Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch, recorded in Volume 13008, Page 756, et. seq., Real Property 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, and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch, recorded as Document 2002057508, in the Official Public Records of Travis County, Texas (the "Declaration"), which encumbers the property described therein (the "Property").

B. Section 8.03 of the Declaration provides that the 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.

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

1. Amendment of Section 9.05. Section 9.05 of the Declaration is hereby deleted in its entirety and replaced with the following:

9.05. Notice of Applicability. Upon the filing hereof this Declaration serves to provide notice that at any time and from time to time all or portions of the Property may be made subject to the terms, covenants, conditions, restrictions and obligations of this Declaration. This Declaration shall apply to and burden portion or portions of the Property upon the filing of a notice of applicability describing such Property by legally sufficient description and expressly providing that such Property shall be considered a part of the Development and shall be subject to the terms, covenants conditions, restrictions and obligations of this Declaration. Each time that Declarant causes a Development Area Declaration to be recorded covering a portion of the Property that constitutes a Development Area, Declarant may cause a notice of applicability of this Declaration to be filed in the Official Public Records of Travis County, Texas (which notice may be contained within the Development Area Declaration for such Development Area) and

immediately upon the filing of such notice, such Property constituting a Development Area shall be burdened by and subject to all of the terms, covenants, conditions, restrictions and obligations set forth herein. To make the terms and provisions of this Declaration applicable to a portion of the 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 Real Property Records of Travis County, Texas wherein this Declaration is recorded;
- (B) A statement that all of the provisions of this Declaration shall apply to such portion of the Property; and
- (C) A legal description of such portion of the Property.

The notice of applicability shall be executed by the Declarant. If the notice of applicability applies to a portion of the Property which is not owned by the Declarant, the notice of applicability shall be executed by the Declarant and the owner of such property.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the 19 day of March, 2003.

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

By: TWC/Steiner Ranch, LEC
a Texas limited liability company
Its General Partner

By: 
James D. Plasek, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Given under my hand and seal of this office this 18th day of March, 2003.

(seal)



Polly J. Hagerty
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Feb 13 11:55 AM 2004027474

FERGUSONL \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS