



AFTER RECORDING RETURN TO:

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

STEINER RANCH

TENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Cross reference to 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, and 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

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

This Tenth 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, in the 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 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, and 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 (as amended, the "Master Declaration"), which encumbers certain property described therein.

B. *Section 8.03* of the Master Declaration provides that the Master 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 Master Declaration as follows:

1. **Assessment Lien and Foreclosure.** *Section 5.08* of the Master Declaration is hereby deleted in its entirety and the following provision is substituted in its place:

5.08. **Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this Article is, together with interest as provided in Section 5.07 hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Master Association pursuant to Section 5.01(B) above, and shall bind each Lot or Condominium Unit in the hands of the Owner thereof, and such Owners heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against such Lot or Condominium Unit, except only for: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question, provided such Mortgage was recorded in the Real Property Records of Travis County, Texas before the delinquent Assessment was due; and (iii) a purchase money vendor's lien recorded in the Real Property Records of Travis County, Texas before the delinquent Assessment was due. The Master Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board, and such subordination may be signed by an 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 one of the officers of the Master Association and shall be recorded in the Travis County Real Property Records. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Declaration shall be deemed conclusively to have granted a power of sale to the Master Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot or Condominium Unit by the Master Association in like manner as a real property mortgage with power of sale under Tex. Pro. Code § 51.002. (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Master Association, with the Master Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Master Association may have by 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 judicially. In any foreclosure proceeding, whether judicial or nonjudicial, such Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Master Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Master Association may report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire such Lot or Condominium Unit, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent 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 shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Master Association has already foreclosed such lien. Such release shall be signed by an officer of the Master Association.

2. **Working Capital Assessment.** *Section 5.10* is hereby added to Article V of the Master Declaration and is as follows:

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 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 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 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 Association's assessment lien; (ii) transfer to, from, or by the 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 in the business of constructing residences for resale to third parties and intends to construct a residence (including a Condominium Unit) on such Lot for resale to a third party (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 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 Association.

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

EXECUTED to be effective as of the 21st day of December, 2006.

DECLARANT:

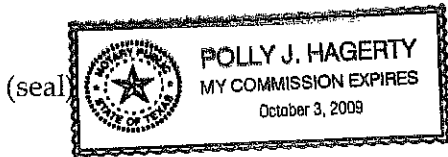
**TAYLOR WOODROW COMMUNITIES/
STEINER RANCH, LTD.,**
a Texas limited partnership

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

By: *Paul*
Name: James D. Plasek
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was executed before me on this 21st day of December, 2006 by 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, on behalf of said limited liability company and limited partnership.



Polly J. Hagerty
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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BENAVIDESV \$36.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS