

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

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

WITNESSETH:

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

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

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

Article IV, Section 4.02 entitled "Common Area" is hereby amended by adding the following language as an additional paragraph under Section 4.02:

"Declarant, or if Declarant's power is delegated or assigned to the Association, the Board, shall have the authority to utilize regular or special assessments up to \$15,000 per project (initial project construction cost) to fund common area improvements. In the event that the Declarant or Board does not elect to fund such improvements from association funds but residents in an area desire to fund improvements on their own, the Board may in its discretion grant approval for the improvements (subject to Architectural Control Committee final approval pursuant to Section 4.03) only if at least 66% of those residents living in a particular section of SRROA (such as Mesa North) approve in writing (via written ballot, petition, or otherwise) the improvement. For example, if the Board of Directors did not choose to fund walking trails in the common area located in the Mesa North Section, if the residents of Mesa North raise enough money for the improvements and at least 66% of residents of Mesa North have expressed written approval for the improvements, the Board has the authority to grant approval for the improvements to be made subject to Architectural Control Committee approval.

Additionally, the Board shall have the authority to specially assess members of a particular section (and those members only) for common area improvements to be located in that section only if at least 66% of the members of that section consent in writing to such assessment. Any assessment levied under this section shall be considered an assessment under Article VII for collection purposes, including without limitation lien rights."

2.

Article VII, Section 7.03 entitled "Regular Annual Assessments" is hereby amended by deleting the last three sentences of that section and replacing them with the following language:

"At the Board's sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than ten percent (10%) per year. The maximum regular annual assessment may be increase by more than ten percent over the previous year's assessment only by affirmative vote of 2/3 of members present at a meeting duly called for such purpose."

3.

Article VII, Section 7.05 is amended to delete the current language in its entirety and replace it with the following language:

"7.05. Owner's personal obligation for payment of assessments. The regular and special assessments, and all other amounts due the Association provided for herein or in any Bylaws or Rules shall be the personal and individual debt of the owner of the Lot covered by such amounts. No owner may exempt himself from liability for such amounts. If the amounts due are not paid within 15 days after the due date, the amounts due shall be subject to a late fee as determined by the Board of Directors. The Board may assess a late fee for every month that any amount remains unpaid on an account. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property judicially or non-judicially (in a like manner as mortgages); and late fees, costs and reasonable attorneys fees of any such action shall be added to the amounts due. No owner may waive or otherwise escape liability for the amounts due provided for herein by nonuse of the common area or abandonment of his Lot."

4.

Article VII, Section 7.06 entitled "Assessment Lien and Foreclosure" is amended by deleting the first sentence of that section and substituting it with the following language:

"All sums due the Association but unpaid (including without limitation sums assessed in the manner provided in this Article, late fees, fines, and damage assessments) shall, together with interest as provided in Section 7.05 hereof and the cost of collection and any attorneys fees incurred on the account, thereupon become a continuing lien and charge on the Lot, which shall bind such Lot in the hands of the Owner, and such Owners, heirs, dividedees, personal representatives, successors, or assigns.

A new sentence is also added which will be inserted in between the second and third sentences of Section 7.06 and shall read:

"Refinancing of a first mortgage lien or first lien deed of trust lien of record securing only sums borrowed for the acquisition or improvement of the Lot in question shall also be superior to the Association's lien."

Article IX, Section 9.02, entitled "Amendment" is amended by changing all references to "eighty percent (80%)" in subsection 9.02(B) and substituting in its place "sixty-seven percent (67%)".

Executed and effective this 17th day of October, 2001.

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

By: TWC/Steiner Ranch, L.L.C., a Texas limited liability corporation, its General Partner

By: [Signature]
Printed Name: Timothy J. Towell
Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 17, 2001, by Timothy J. Towell, Manager of TWC/Steiner Ranch, L.L.C., a Texas limited liability corporation, general partner of Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership, on behalf of said company and partnership.



[Signature]
Notary Public Signature

After recording please return to:

Steiner Ranch Residential Owners Association
c/o Niemann & Niemann, LLP
1122 Colorado Street, Suite 313
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS