

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.

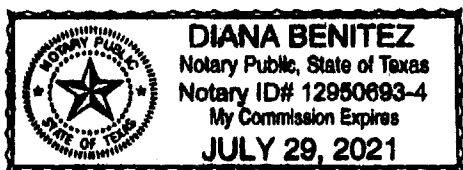
Signature: [Handwritten Signature]
Connie Heyer

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.



[Handwritten Signature]
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

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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: DERRICK JONES
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.

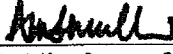
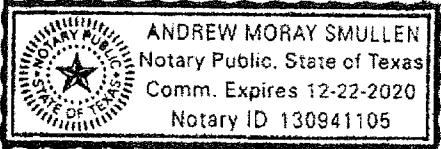

Notary Public, State of Texas


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 fo 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

FEE: \$ 46.00 2017192121