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Travis County, Texas
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SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Steiner Ranch Master Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements those instruments entitled "Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Steiner Ranch Master Association, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File Nos. 2017066085, 2017198995, 2018034664, 2018088238, 2018152062, 2018156500, 2019013508, 2019016635, 2019030987 and 2019059772 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **Certificate of President of Steiner Ranch Master Association, Inc. regarding Board Resolution increasing Working Capital Assessment.**

- **Governing Documents Enforcement and Fine Policy for Steiner Ranch Master Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 20th day of September, 2019.

STEINER RANCH MASTER ASSOCIATION, INC.

By: _____
Cliff Davis, authorized representative

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 20th day of September, 2019 personally appeared Cliff Davis, authorized representative of Steiner Ranch Master Association, Inc., 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 purpose and in the capacity therein expressed.

JACQUI M. LE
Notary Public, State of Texas
Comm. Expires 06-06-2021
Notary ID 10812098

_____
Notary Public in and for the State of Texas

CERTIFICATE OF PRESIDENT
of
STEINER RANCH MASTER ASSOCIATION, INC.
regarding
BOARD RESOLUTION
increasing
WORKING CAPITAL ASSESSMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, Naren Chilukuri, President of Steiner Ranch Master Association, Inc. (the "Association"), do hereby certify that at a meeting of the Association's Board of Directors (the "Board") duly called and held on the 27th day of October, 2015, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article V, Section 5.10 of the "Steiner Ranch Amended and Restated Master Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2017097349, as amended and supplemented ("Master Declaration") provides for the establishment and collection of a Working Capital Assessment;

WHEREAS, the Declarant (as defined in the Master Declaration) initially adopted a Working Capital Assessment and a Limited Common Areas Working Capital Assessment ("LCA Working Capital Assessment") in the document entitled "Steiner Ranch Adoption of Working Capital Assessment" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2006244530;

WHEREAS, the Declarant recorded instrument entitled "Steiner Ranch Adoption of Working Capital Assessment and Addition of Designated Beneficiary of Limited Common Area to LCA Working Capital Assessment" in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2014027085;

WHEREAS, Article V, Section 5.10 of the Master Declaration provides the Board may from time to time determine the amount of the Working Capital Assessment;

WHEREAS, the Board desires to increase the Working Capital Assessment in accordance with the Master Declaration to Six Hundred and No/100 Dollars ($600.00);

WHEREAS, the Working Capital Assessment applies to all Lots and Condominium Units subject to the Master Declaration unless otherwise exempt pursuant to Section 5.10 of the Master Declaration;

WHEREAS, all prior Working Capital Assessment amounts are hereby revoked as of the effective date of this instrument;

WHEREAS, all prior LCA Working Capital Assessment amounts will remain the same, as previously adopted; and

WHEREAS, the amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Board pursuant to Section 5.10 of the Master Declaration.

NOW, THEREFORE, BE IT RESOLVED, the Board increases the Working Capital Assessment to Six Hundred and No/100 Dollars ($600.00) to be applied to all Lots and Condominium Units subject to the Master Declaration pursuant to Section 5.10 of the Declaration, effective immediately. All prior Working Capital Assessment amount are hereby revoked as of the effective date of this instrument.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 17 day of September, 2019.

STEINER RANCH MASTER ASSOCIATION, INC.

By: _____
Naren Chilukuri, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 17 day of September, 2019 personally appeared Naren Chilukuri, President of Steiner Ranch Master Association, Inc., 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 purpose and in the capacity therein expressed.

MELINDA M SCHOCH
Notary Public, State of Texas
Comm. Expires 01-08-2023
Notary ID 131849026

Melinda M. Schoch
Notary Public in and for the State of Texas

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
STEINER RANCH MASTER ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, Christina Morales, Secretary of Steiner Ranch Master Association, Inc. (the "**Association**"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 17 day of September, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy (this "**Policy**") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article VIII, Section 8.08, of the Declaration for Steiner Ranch grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Declaration.

2. Article III, Section 3.02(c)(iv) of the Declaration for Steiner Ranch grants the Board the authority to levy reasonable fines against any Owner in violation of the Governing Documents.

3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.

4. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other governing documents of the Association consistent with Section 209.006 of the Texas Property Code and in the Declaration.

5. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

1.1. **Articles of Incorporation** – The Articles of Incorporation recorded with the Secretary of State on January 18, 2000, as amended.

1.2. **Board** or **Board of Directors** - The Board of Directors of the Association.

1.3. **Bylaws** - The Second Amended and Restated Bylaws of the Steiner Ranch Master Association, Inc. recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2016003167.

1.4. **Declaration** - means the "Amended and Restated Master Declaration of Covenants, Conditions and Restrictions Steiner Ranch" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2017097349 and any other applicable amendments, annexations or supplements not included and any future amendments, annexations or supplements.

1.5 **Governing Documents** - The Declaration, the Articles of Incorporation, the Bylaws, all guidelines and policies applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Travis County, Texas.

1.6 **Subdivision** - means any and all Property subject to the Declaration through the filing of a Notice of Applicability in accordance with the Declaration as defined above. Steiner Ranch consists of numerous Development Areas and Phases all of which are located in Travis County, Texas as more particularly described in the Notices of Applicability recorded in the Official Public Records of Real Property of Travis County, Texas.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

Section 2. **Types of Violations**. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** - By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

a. a parking violation;

b. a maintenance violation;

c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and

d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

a. an act constituting a threat to health or safety;

b. discharging fireworks;

c. a noise violation that is not ongoing; and

d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** - Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement - Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** - Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** - After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

a. a description of the violation;

b. the action required to correct the violation;

c. the time by which the violation must be corrected; and

d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;

b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;

c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;

d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.

Fines, suspension of the right to use the Master Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies** - The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Master Common Area may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** - The demand letter will include the following:

a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;

b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** - Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Master Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Master Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Master Common Area without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto under **Exhibit "A"**. Any fines imposed against an Owner will be the personal obligation of the Owner, but will not be charges secured by the Association's lien against the Owner's Lot created by the provisions of the Declaration to secure the payment of assessments. The Board of Directors of the Association may adopt and modify from time to time a Schedule of Fines for various types of violations.

[*The remainder of this page was intentionally left blank.*]

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this 17 day of September, 2019.

STEINER RANCH MASTER ASSOCIATION, INC.

By: _____

Print Name: Christina Morales

Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 17 day of September, 2019 personally appeared Christina Morales, Secretary of Steiner Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

MELINDA M SCHOCH
Notary Public, State of Texas
Comm. Expires 01-08-2023
Notary ID 131849026

Melinda M. Schoch
Notary Public in and for the State of Texas

EXHIBIT A

STEINER RANCH MASTER ASSOCIAITON, INC.
SCHEDULE OF FINES

Violation of the Governing Documents	AMOUNT OF FINE
First Violation	Courtesy Notice
Second Violation	$25.00
Third Violation	$50.00
Fourth Violation	$100.00
Violation of the Oak Wilt Policy	
• First Violation of an Owner cutting or trimming between February 1st and June 30th	$250.00
• Second offense within the same year	$500.00
• Ongoing violation is in addition to the maximum fine	$250.00

Provided that, if the Declaration sets forth the amount of a fine for a particular violation that is different than the amount of the fine set forth above, the amount set forth in the Declaration controls.

This Schedule of Fines may be amended and/or supplemented from time to time as deemed appropriate by the Board of Directors.