

Nancy E. Rister, County Clerk

2013 Mar 08 08:44 AM

Fee: \$ 44.00 Pages: 8

Williamson County Texas

**NOTICE OF ANNEXATION/ADDITION OF LAND TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CEDAR PARK TOWN CENTER
SECTION X TOWNHOMES**

A. CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership (the "Declarant"), caused to be recorded that certain Master Declaration of Residential Covenants, Conditions, and Restrictions for Cedar Park Town Center, in Document No. 2004063062, Official Real Property Records of Williamson County, Texas, as amended by that certain First Amendment to Master Declaration of Residential Covenants, Conditions and Restrictions for Cedar Park Town Center, in Document No. 2004091014, Official Real Property Records of Williamson County, Texas, as amended by that certain Second Amendment to Master Declaration of Residential Covenants, Conditions and Restrictions for Cedar Park Town Center, in Document No. 2006001163, Official Real Property Records of Williamson County, Texas, and as further amended by that certain Third Amendment to Master Declaration of Residential Covenants, Conditions and Restrictions for Cedar Park Town Center, in Document No. 2012092989, Official Real Property Records of Williamson County, Texas (collectively, the "Declaration") which Declaration encumbers certain "Property" as such term is defined in the Declaration.

B. The Declaration permits Declarant, at any time, and from time to time, to add land described in that certain Special Warranty Deed, recorded in Volume 2638, Page 477, of the Official Public Records of Williamson County, Texas, to the Property and the terms and provisions of the Declaration.

C. Declarant desires to add the following land to the terms and provisions of the Declaration, such land being described as follows:

Lots 1 through 24, Block 56 of Cedar Park Town Center, Section X, a subdivision in Williamson County, Texas, according to the map or plat of record in Document No. 2012043069, Plat Records of Williamson County, Texas, and as modified by the Affidavit of Correction, recorded in Document No. 2012047675 ("Section X Townhomes").

D. Section 9.03 of the Declaration permits Declarant to include modifications or amendments to the terms and provisions of the Declaration as applied to the additional land. Declarant desires to modify and amend the Declaration as set forth herein.

NOW, THEREFORE, it is hereby declared: (i) that all of the Section X Townhomes will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Section X Townhomes and will be binding upon all parties having right, title, or interest in or to the Section X Townhomes or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each

contract or deed which may hereafter be executed with regard to the Section X Townhomes, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Notice of Annexation/Addition of Land to Master Declaration of Covenants, Condition, and Restrictions (this "Notice of Annexation") will modify, amend, and be in addition to the covenants, conditions, and restrictions of the Declaration.

1. **Applicability of Declaration to Section X Townhomes.** Declarant hereby declares that Section X Townhomes shall be held, sold, conveyed and occupied subject to the Declaration. The Declaration shall run with Section X Townhomes and any part thereof, and shall be binding upon all parties having any right, title or interest in and to Section X Townhomes, or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner (as defined in the Declaration) thereof and to the Association (as defined in the Declaration). Any deed, contract or other document purporting to convey any right, title or interest in or to Section X Townhomes or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to the Declaration regardless of whether the same are set out or referred to in said deed, contract or other document.

2. **Party Walls**

(a) **General Rules of Law to Apply.** Each wall built as a part of the original construction of a single family residence which serves and separates any two (2) adjoining single family residences shall constitute a party wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No alterations may be made to any party wall other than non-structural alterations to the interior surfaces of such walls (i.e., the surfaces of such walls facing the interior of a single family residence); provided, however, that under no circumstance or event will an Owner install or attach in or on a party wall any speaker, alarm, or any other device, item, component, or system designated for the creation or emission of sound. Without limitation on the foregoing, to the extent that the actions of an Owner result in damage to a party wall, the Owner responsible for such damage is obligated to restore and pay any and all costs associated with restoring the wall to its pre-damage condition.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.

(c) **Damage and Destruction.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call

for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.

(e) Roofs, Foundation, Fences. Common roofs and foundations which form a part of single family residences, and common fences between single family residences, if any, will be dealt with in the same fashion as party walls, as set forth in this section, to the extent not maintained by the Association as an Area of Common Responsibility. (See Paragraph 4 below)

(f) Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

3. Insurance-Owner. Each Owner of a single family residence will be obligated to maintain: (i) property insurance on such Owner's single family residence, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Furthermore, the Association may set forth minimum insurance coverage requirements for the single family residences. Copies of insurance policies, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the

expiration of ten (10) days after the Association's written request. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) provide evidence of property insurance or obtain property insurance on such Owner's single family residence in an amount sufficient to cover one hundred percent (100%) of the replacement cost, such failure will constitute a violation of the Declaration and the Board may obtain insurance on such Owner's single family residence in such form as determined by the Board, in its sole and absolute discretion. If the Board obtains an insurance policy on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of obtaining the policy all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

4. **Designation of Area of Common Responsibility.** Pursuant to *Section 4.06* of the Declaration, Declarant reserved the right to designate portions of a House and/or Lot as an Area of Common Responsibility.

(a) **Designation of Area of Common Responsibility.** Declarant hereby designates certain portions of each of the Houses and/or the Lots comprising the Section X Townhomes (as defined in Recital C) land being identified in the Maintenance Responsibility Chart, attached hereto as Attachment 1 and incorporated herein, for maintenance by the Association as an Area of Common Responsibility.

(b) **Services Provided by Association.** Specifically, Attachment 1 describes the services presently anticipated to be provided by the Association. Each Owner acknowledges and agrees that such services will be provided exclusively by the Association. Area of Common Responsibility Assessments will be levied against each Owner of a Lot within the Section X Townhomes to fund expenses associated with the Area of Common Responsibility, as more particularly described in the Declaration.

(c) **Owner's Maintenance or Repair of Area of Common Responsibility.** Any maintenance or repair performed on or within portions of the Section X Townhomes designated as an Area of Common Responsibility by an Owner or occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or occupant and the Owner and occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or occupant of components otherwise the responsibility of the Association, it being understood that no repair or

maintenance may be done to components otherwise the responsibility of the Association without the advance written consent of the Board.

5. **Terms.** Capitalized terms used but not defined in this Notice of Annexation shall have the meaning subscribed to such terms in the Declaration.

6. **Conflict.** Notwithstanding anything in the Declaration to the contrary, in the event of any conflict between this Notice of Annexation and the Declaration, this Notice of Annexation shall control.

[SIGNATURE PAGE FOLLOWS]

7 IN WITNESS WHEREOF, Declarant has executed this instrument to be effective on the
day of March, 2013.

DECLARANT:

CONTINENTAL HOMES OF TEXAS, L.P.
a Texas limited partnership

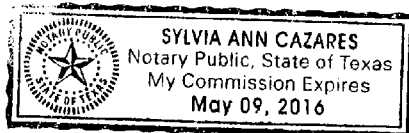
By: CHTEX of Texas, Inc., a Delaware
corporation/its sole General Partner

By: [Signature] DM
Printed Name: RICHARD MAIER
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 7, 2013, by
Richard Maier Vice President of CHTEX of Texas, Inc., a Delaware
corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership,
on behalf of said partnership.

(SEAL)



[Signature]
Notary Public Signature

ATTACHMENT 1

MAINTENANCE RESPONSIBILITY CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Roofs and roof facilities.	All aspects.	None.
House Foundation.	None.	All aspects.
Exterior painting of House	All aspects.	None.
Exterior House components, including glass and appurtenant hardware.	None.	All Aspects.
Windows, doors, garage doors.	Occasional exterior painting of doors and garage doors.	All other aspects.
House interior, including improvements, fixtures, partition walls and floors within Houses, and all other improvements within the Property not expressly listed on this Attachment and maintained by the Association.	None.	All aspects.
Yard area not enclosed by a fence.	Landscaping maintenance only.	None.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

AFTER RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**NOTICE OF ANNEXATION/ADDITION OF LAND TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR CEDAR PARK TOWN CENTER
SECTION X TOWNHOMES**

Declarant: CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership

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