

Official Public Records

*Nancy E. Rister*

Nancy E. Rister, County Clerk

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Williamson County Texas

**CEDAR PARK TOWN CENTER  
CHANGE OF DESIGNATION  
MAINTENANCE RESPONSIBILITY CHART  
[SECTION X TOWNHOMES]**

This Change of Designation (the "Designation") is made by **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (the "Declarant"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Notice of Annexation/Addition of Land to Master Declaration of Covenants, Conditions and Restrictions for Cedar Park Townhomes Section X Townhomes, recorded as Document No. 2013020870, Official Public Records of Williamson County Texas, (referred to herein as the "Notice") whereby Declarant designated certain portions of each of the Houses and/or the Lots comprising the Section X Townhomes as an Area of Common Responsibility and being identified in the Maintenance Responsibility Chart for maintenance attached as Attachment 1 to the Notice.

B. Pursuant to *Section 4.06* of the Declaration, Declarant may add or remove components of Houses and/or Lots from an Area of Common Responsibility.

C. The Declarant now desires to modify the Maintenance Responsibility Chart attached as Attachment 1 to the Notice.

**NOW THEREFORE**, Attachment 1 to the Notice is hereby deleted in its entirety and the Maintenance Responsibility Chart attached hereto as Attachment 1 is substituted in its place.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective on the 21 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]  
Printed Name: Richard N. Maier  
Title: Vice President *zh*

THE STATE OF TEXAS     §  
                                         §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on March 21, 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.

<b>COMPONENT OF PROPERTY</b>	<b>ASSOCIATION RESPONSIBILITY</b>	<b>OWNER RESPONSIBILITY</b>
Roof.	Roof replacement.	All other aspects.
Dwelling Unit Foundation.	None.	All aspects.
Exterior painting.	All aspects.	None.
Exterior Dwelling Unit components, including glass and appurtenant hardware.	None.	All Aspects.
Windows, doors, garage doors.	Exterior painting of entry doors and garage doors.	All other aspects.
Dwelling Unit interior, including improvements, fixtures, partition walls and floors within Dwelling Unit, and all other improvements within the Property not expressly listed on this Attachment and maintained by the Association.	None.	All aspects.
Landscape Services*	Front yard area of each Lot not enclosed by a fence.	All other aspects.

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.

\*Landscape Services are described in more detail on Exhibit "A-1" attached hereto.

## EXHIBIT "A-1"

### LANDSCAPE SERVICES

Landscape Services will be performed in the front yard area of each House and/or Lot. The "front yard" for purposes of the foregoing sentence will mean the portion of each House and/or Lot from the common or public driveway to the front facia or fenceline (whichever is further to the rear) of each residence. In the event of any disagreement of what constitutes the front yard of a House and/or Lot, the determination of the Association or its designee will be final. Services will commence as to a particular House and/or Lot on the date a residence has been constructed on such lot and has been occupied for single-family residential purposes.

#### Services:

1. Mow and edge all front yard turf areas on an as-needed basis as determined by the Association (in its sole and absolute discretion). During the months of April through October of each year, mowing and edging will typically occur at least once per week.
2. Apply fertilizer to the front yard turf areas on an as-needed basis as determined by the Association (in its sole and absolute discretion), which will typically occur three times per year; spring, summer, and fall. The owner of each House and/or Lot will be required to water turf thoroughly after the application of fertilizer.
3. Aerate front yard turf area once per year in February prior to the application of fertilizer.
4. Manually and mechanically control weeds in the front yard as required to maintain a manicured appearance. In cases of extraordinary weed problems, spot treat weeds with appropriate herbicide.

Each owner of a House and/or Lot will be responsible for irrigation and must properly irrigate the front yard turf areas of each House and/or Lot. The Services do not include irrigation or the repair and maintenance of irrigation facilities. The Association or its designated landscape company, from time to time, may provide each owner with a schedule of dates on which front yard lawn maintenance will be performed. Each owner will refrain from irrigating their front yards while Services are being performed on such owner's House and/or Lot.

AFTER RECORDING RETURN TO:



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Winstead PC  
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# CEDAR PARK TOWN CENTER CHANGE OF DESIGNATION MAINTENANCE RESPONSIBILITY CHART

## SECTION X TOWNHOMES

[Lots 1 through 24, Block 56, Cedar Park Town Center, Section X]

Cross reference to that certain Master Declaration of Residential Covenants, Conditions and Restrictions for Cedar Park Town Center, recorded under Document No. 2004063062, Official Public 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, recorded under Document No. 2004091014, Official Public 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, recorded under Document No. 2006001163, Official Public Records of Williamson County, Texas, as amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Cedar Park Town Center, recorded under Document No. 2012092989, Official Public Records of Williamson County, Texas, and as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Cedar Park Town Center, recorded under Document No. 2013020742, Official Public Records of Williamson County, Texas (collectively, the "Declaration").