

**FIFTH AMENDMENT TO MASTER DECLARATION OF  
RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS  
CEDAR PARK TOWN CENTER**

This Fifth Amendment to Master Declaration of Residential Covenants, Conditions and Restrictions for Cedar Park Town Center (this "Amendment") is made by **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership ("Declarant"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded 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 further 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 further 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").

B. Pursuant to *Section 9.02* of the Declaration, the Declaration may be amended by the recording in the Official Public Records of Williamson County, Texas of an instrument setting forth the amendment executed and acknowledged by Declarant acting alone.

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

1. **Regular Annual Assessments.** *Section 6.03* of the Declaration is deleted in its entirety and replaced as follows:

**6.03 Assessments.** For each fiscal year, the Board shall estimate the net expenses of the Association for such fiscal year, which shall be (i) the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all duties required and activities authorized herein of the Association, the Board, and the ADRC, and a reasonable provision for contingencies and appropriate replacement reserves, less (ii) any expected income and any surplus from the prior year's operating fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the Assessments so levied by the Board shall be

final and binding so long as they are made in good faith. Each Owner shall be given written notice of the amount of such annual Assessment at least thirty (30) days prior to the date such annual Assessment is due and payable. All such regular annual Assessments shall be due and payable to the Association, at the discretion of the Board, either in one (1) payment at the beginning of the fiscal year or in twelve (12) monthly payments equal to 1/12<sup>th</sup> of the total annual Assessment, or at such time and in such other manner as the Board may from time to time designate.

2. **Special Assessments.** *Section 6.04* of the Declaration is deleted in its entirety and replaced as follows:

6.04 **Special Assessments.** In addition to the regular annual Assessments provided herein, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amount of any special Assessment shall be at the reasonable discretion of the Board. Each Owner shall be given written notice of the amount of any special Assessment at least thirty (30) days prior to the date such special Assessment is due and payable. All such special Assessments shall be due and payable to the Association at such time and in such other manner as the Board may designate, in its sole and absolute discretion.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

*[SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW]*

EXECUTED TO BE EFFECTIVE on the 22 day of October, 2014.

**DECLARANT:**

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

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

By: [Signature]  
Printed Name: Richard Maier  
Title: Vice President

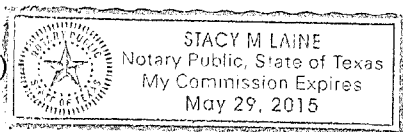
jm

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 22 day of October, 2014, 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 corporation and partnership.

(SEAL)



[Signature]  
Notary Public Signature

AFTER RECORDING RETURN TO:



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

**FIFTH AMENDMENT TO MASTER DECLARATION OF  
RESIDENTIAL COVENANTS, CONDITIONS AND  
RESTRICTIONS  
CEDAR PARK TOWN CENTER**

*Williamson County, Texas*

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

Cross Reference to 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 further 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 further 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.

2014085123

Electronically Recorded

OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, reading "Nancy E. Rister". The signature is written in a cursive style with a large, stylized 'N' and 'R'.

Nancy E. Rister, County Clerk

10/22/2014 2:53 PM

Pages: 5 Fee: \$33.00

Williamson County Texas