



Nancy E. Rister, County Clerk

2013 Mar 07 02:32 PM

Fee: \$ 32.00 Pages: 5

Williamson County Texas

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

This Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Cedar Park Town Center (the "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 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 and 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 (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. **Addition of "Area of Common Responsibility" Definition.** Number 1A is hereby added to Addendum I to the Declaration and provides as follows:

1A. Area of Common Responsibility. "Area of Common Responsibility" means areas that are designated, from time to time, by: (i) Declarant acting alone; or (ii) the Board with the approval of the Owners of a majority of the votes of the Houses and/or Lots sharing the feature desired to be included as an Area of Common Responsibility, to be maintained, repaired, and replaced by the Association.

2. **Section 4.06.** Section 4.06 is hereby added to the Declaration as follows:

4.06 Area of Common Responsibility. The Declarant, acting alone, or the Board with the approval of the Owners of a majority of the votes of the Houses and/or Lots sharing the feature desired to be included as an Area of Common Responsibility, have the right but not the duty to designate, from time to time,

portions of Houses and/or Lots as an Area of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a common expense.

(i) Easement. The Association is hereby granted an easement over and across each House and/or Lot to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair and/or replace the Area of Common Responsibility. If the Association damages any Improvements located within the House and/or Lot in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

(ii) Change in Designation. The Declarant or the Board may, from time to time, add or remove components of Houses and/or Lots to the Area of Common Responsibility. Any addition or removal of components of Houses and/or Lots to the Area of Common Responsibility must be approved by Declarant by recorded written instrument until Declarant relinquishes such right in a recorded written instrument. Any modification or amendment to the Area of Common Responsibility must be recorded.

3. **Section 6.11.** Section 6.11 is hereby added to the Declaration as follows:

6.11 Area of Common Responsibility Assessments. In addition to any other Assessments, the Board may levy an Area of Common Responsibility Assessment against each Owner and the Owner's Lot sharing the feature identified within the Area of Common Responsibility. Area of Common Responsibility Assessments will include all expenses that the Association incurs or expects to incur in connection with the maintenance and operation of the Area of Common Responsibility, including any operating reserve or reserve for repair and replacement of capital items maintained on the Area of Common Responsibility ("**Area of Common Responsibility Expenses**"). The Board shall prepare a separate budget for the Area of Common Responsibility reflecting the estimated Area of Common Responsibility Expenses that the Association expects to incur for the benefit of such Area of Common Responsibility in the coming year.

Area of Common Responsibility Assessments shall be apportioned among the Houses and/or Lots located within the Area of Common Responsibility. Area of Common Responsibility Assessments may be assessed uniformly against each Lot sharing the feature identified within the Area of Common Responsibility (if provided to all Houses and/or Lots located within the

Area of Common Responsibility), or according the benefits received (if provided to less than all the House and/or Lots located within the Area of Common Responsibility), or as otherwise determined by the Board, provided that such amounts are assessed with reference to objective criteria.

4. **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 7 day of March, 2013

DECLARANT:

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

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

By:  om

Printed Name: RICHARD MAIER

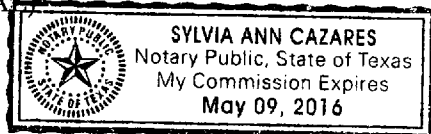
Title: VICE PRESIDENT

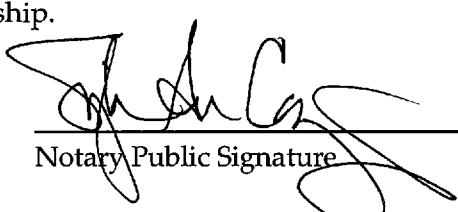
THE STATE OF TEXAS §

COUNTY OF Williamson

This instrument was acknowledged before me this 7 day of March, 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 corporation and partnership.

(SEAL)




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

**FOURTH AMENDMENT TO MASTER DECLARATION OF
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 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 and 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.