

**AFTER RECORDING RETURN TO:**

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**SIXTH AMENDMENT TO HUTTOPARKE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

*Williamson County, Texas*

**Declarant:** LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a  
Texas limited partnership

Cross reference to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2003007402, in the Official Public Records of Williamson County, Texas; that certain First Amendment to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005007256, in the Official Public Records of Williamson County, Texas; that certain Second Amendment to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2005091075, in the Official Public Records of Williamson County, Texas; that certain Third Amendment to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006020702, in the Official Public Records of Williamson County, Texas; that certain Assignment of Declarant's Rights and Fourth Amendment to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 20060620703, in the Official Public Records of Williamson County, Texas; and that certain Fifth Amendment to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006037381, in the Official Public Records of Williamson County, Texas.

**SIXTH AMENDMENT TO HUTTOPARKE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Sixth Amendment to HuttoParke Declaration of Covenants, Conditions, and Restrictions (this "Amendment") is made by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("Declarant"), and is as follows:

**RECITALS**

A. Hutto Development, Ltd, a Texas limited partnership ("**Hutto Development**"), previously executed and recorded that certain HuttoParke Declaration of Covenants, Conditions and Restrictions HuttoParke, recorded as Document No. 2003007402, in the Official Public Records of Williamson County, Texas, as subsequently amended by those certain amendments to the Original Declaration recorded as Document Nos. 2005007256, 2005091075 and 200602703 in the Official Public Records of Williamson County, Texas (collectively, the "**Declaration**").

B. Hutto Development previously assigned to Declarant all of its rights, title and interest as "Declarant" under the Declaration to Declarant by that certain Assignment of Declarant's Rights and Fourth Amendment to HuttoParke Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2006020703 in the Official Public Records of Williamson County, Texas.

C. Pursuant to Section 8.2 of the Declaration, the Declaration may amended by Declarant acting alone so long as Declarant holds at least one (1) Lot in the HuttoParke Homeowners Association, Inc., a Texas non-profit corporation (the "**Association**").

D. Declarant holds at least one (1) Lot in the Association and desires to amend the Declaration as set forth hereinbelow.

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

1. **Alternative Dispute Resolution.** Section 8.13 of the Declaration is hereby deleted in the entirety and a new Article 9 is added to the Declaration as follows:

**ARTICLE 9  
DISPUTE RESOLUTION**

9.1 **Agreement to Encourage Resolution of Disputes without Litigation.**

(a) **Bound Parties.** Declarant, the Association and its officers, directors, and committee members, all parties subject to this Declaration (collectively, the "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable

resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file a legal proceeding in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in *Section 9.2* in a good faith effort to resolve such Claim.

(b) Claim(s). As used in this Article, the term "Claim" or "Claims" will refer to any claim, grievance or dispute arising out of or relating to:

- (i) The interpretation, application, or enforcement of the Declaration, any Supplemental Declaration, any Plans and Specifications, the Articles, Bylaws, and any rules and regulations adopted by the Board (collectively referred to as the "Restrictions"); or
- (ii) The rights, obligations, and duties of any Bound Party under the Restrictions; or
- (iii) The design or construction of Improvements within the Property, other than matters of aesthetic judgment under *Article 4*, which will not be subject to review.

(c) Not Considered Claims. The following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in *Section 9.2*:

- (i) The Association's claim for Assessments or any other amounts due under the Restrictions, and any action by the Association to collect such Assessments or other amounts;
- (ii) Any legal proceeding by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;
- (iii) The Association's enforcement of the easements, architectural control, maintenance and/or use restrictions under this Declaration;
- (iv) Any legal proceeding which does not include Declarant or the Association as a party, if such legal proceeding asserts a Claim which would constitute a cause of action independent of the Restrictions;

- (v) Any legal proceeding in which any indispensable party is not a Bound Party; and/or
- (vi) Any legal proceeding as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required by *Section 9.2(a)*, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

9.2 **Dispute Resolution Procedures.**

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") will give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) The nature of the Claim, including the Persons involved and the Respondent's role in the Claim;
- (ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) The Claimant's proposed resolution or remedy; and
- (iv) The Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** The following provisions apply if the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in *Section 9.2(a)* (or within such other period as the parties may agree upon):

- (i) The Claimant will have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Travis County, Texas;

