

**AFTER RECORDING RETURN TO:**

ROBERT D. BURTON
ARMBRUST & BROWN, L.L.P.
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AUSTIN, TEXAS 78701

**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;

(ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim;

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file a legal proceeding or to initiate administrative proceedings on the Claim, as appropriate; and

(iv) Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

(d) ~~Settlement~~ Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file a legal proceeding or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

9.3 Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association will not initiate any judicial or administrative proceeding unless first approved by a vote of the Members entitled to cast seventy-five percent (75%) of the votes in the Association, excluding the votes held by Declarant, except that no such approval will be required for actions or proceedings:

- (i) Initiated while Declarant owns any portion of the Property;
- (ii) Initiated to enforce the provisions of the Restrictions, including collection of assessments and foreclosure of liens;
- (iii) Initiated to challenge *ad valorem* taxation or condemnation proceedings;

- (iv) Initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (v) To defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section will not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings except any such amendment will also be approved by Declarant. ~~Declarant no longer owns any portion of the Property.~~

2. 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.

Executed on this 14 day of JAN, 2008

DECLARANT:

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

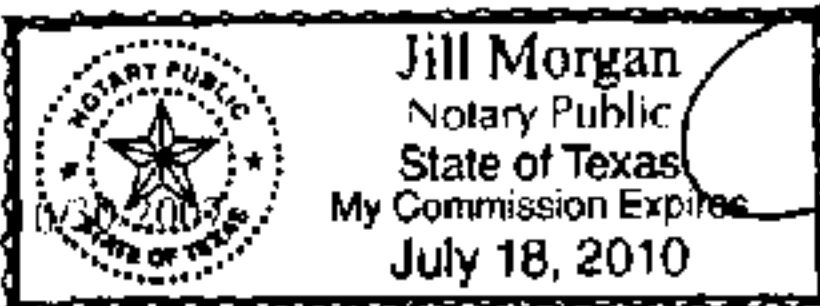
By: Lennar Texas Holding Company, a Texas corporation, General Partner

By: [Signature]
 Name: Galen Whisman
 Title: V.P.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 14, 2008, by Galen Whisman VP of Lennar Texas Holding Company, a Texas corporation, General Partner of Lennar Homes of Texas Land and Construction Ltd., a Texas limited partnership, on behalf of said corporation and partnership.

(SEAL)



[Signature]
 Notary Public Signature

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008011324

Nancy E. Rister

02/13/2008 11:59 AM

CMCNEELY \$36.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

UNRECORDED