

AFTER RECORDING RETURN TO:



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**FIRST AMENDMENT TO**  
**COMMUNITY COVENANT**

**THE BROWNSTONE AT THE SUMMIT**  
**[WILLIAMSON COUNTY, TEXAS]**

Declarant: NOVAK BROTHERS TX BROWNSTONES, LLC, a Texas limited liability company

Cross-reference to Community Covenant for The Brownstone at The Summit, recorded as Document No. 2011041359, in the Official Public Records of Williamson County, Texas.

**FIRST AMENDMENT TO COMMUNITY COVENANT FOR  
THE BROWNSTONE AT THE SUMMIT**

This First Amendment to Community Covenant for The Brownstone at The Summit (the "**Amendment**") is made by **NOVAK BROTHERS TX BROWNSTONES, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Community Covenant for The Brownstone at The Summit, recorded as Document No. 2011041359, in the Official Public Records of Williamson County, Texas (the "**Community Covenant**").

B. Pursuant to *Section 14.03* of the Community Covenant, the Community Covenant may be amended by Declarant acting alone and unilaterally.

C. Declarant desires to amend the Community Covenant as set forth hereinbelow.

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

1. **Community Manual**. The following definition for "Community Manual" is hereby added to *Article 1* of the Community Covenant as follows:

"**Community Manual**" means the community manual, which may be initially adopted and recorded by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual shall include the Bylaws, and may also include rules and regulations and other policies governing the Association.

2. **Maximum Number of Lots**. The following definition for "Maximum Number of Lots" is hereby added to *Article 1* of the Community Covenant as follows:

"**Maximum Number of Lots**" means the maximum number of Lots that may be created and made subject to the terms and provisions of this Community Covenant. The Maximum Number of Lots for the purpose of this Community Covenant is 134.

3. **Section 5.02(a)**. *Section 5.02(a)* of the Community Covenant is deleted in its entirety and replaced as follows:

(a) **Membership Agreement**. If required by the Board, each Owner, other than Declarant, must execute a Membership Agreement and deliver the same to the

Association prior to or concurrently with the recording of a deed conveying fee title to a Lot to such Owner. Each Owner must notify the immediate transferee of his Lot of such transferee's obligation to execute and deliver a Membership Agreement, but the failure to notify a transferee will not relieve such transferee of his obligations under this *Section 5.02(a)*. The failure to execute a Membership Agreement will not prevent any person from being a Member or Owner under the terms of the Restrictions, or excuse any Member from the payment of Assessments. In the event Members are entitled to a key, membership card or other token evidencing or facilitating the right to use any Improvements erected or placed on the Common Area, the Board may require any Member who has not executed a Membership Agreement to return the same to the Board immediately

4. **Section 5.02(c)(i)**. *Section 5.02(c)(i)* of the Community Covenant is deleted in its entirety and replaced as follows:

(i) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such member is in violation of any provision of the Restrictions;

5. **Section 5.03**. *Section 5.03* of the Community Covenant is deleted in its entirety and replaced as follows:

**5.03 Voting Rights**. The right to cast votes and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the Members will be calculated as set forth below.

- (i) The Owner of each Lot, including the Declarant, will have one (1) vote for each Lot so owned.
- (ii) In addition to the votes to which Declarant is entitled by reason of *Section 5.03(i)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development and Sale Period.
- (iii) When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. The vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 5.03*.

6. **Section 5.08.** *Section 5.08* of the Community Covenant is deleted in its entirety and replaced and renamed as follows:

**5.08. Governance.** The Board will consist of at least three (3) Persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Community Covenant to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Community Covenant and have been conveyed by Owners other than the Declarant, Declarant will appoint and remove all members of the Board. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Community Covenant and have been conveyed to Owners other than the Declarant, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant may appoint and remove two-thirds of the Board from and after the Member Election Meeting until expiration or termination of the Development and Sale Period.**

7. **Section 8.05.** *Section 8.05* of the Community Covenant is deleted in its entirety and replaced as follows:

**8.05. Power of Sale.** By accepting an interest in or title to a Lot, each Owner grants to the Association a private power of sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

8. **Section 8.06.** *Section 8.06* of the Community Covenant is deleted in its entirety and replaced as follows:

**8.06. Foreclosure of Lien.** The Assessment lien may be enforced by foreclosure in accordance with Section 209.0091 and Section 209.0092 of the Texas Property Code. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

9. **Section 14.01.** *Section 14.01* of the Community Covenant is deleted in its entirety and replaced as follows:

**14.01. Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Community Covenant will run with and bind the Development, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Community Covenant is recorded in the Official Public Records of Williamson County, Texas, and continuing through and including January 1, 2057, after which time this Community Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Williamson County, Texas. Notwithstanding any provision in this *Section 14.01* to the contrary, if any provision of this Community Covenant would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire (twenty one) 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

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

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on this 8 day of March, 2012.

**DECLARANT:**

NOVAK BROTHERS TX BROWNSTONES, LLC, a  
Texas limited liability company,

By: \_\_\_\_\_

Printed Name: JEFF NOVAK

Title: CEO

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 8 day of March, 2012  
by Jeff Novak President of Novak Brothers TX Brownstones, LLC, a Texas  
limited liability company, on behalf of said limited liability company.



L. Kabella  
Notary Public Signature