



After Recording Return To:
Robert D. Burton
Winstead, PC
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Austin, Texas 78701
email: rburton@winstead.com

FIFTH AMENDMENT TO
COMMUNITY COVENANT

THE BROWNSTONE AT THE SUMMIT
[WILLIAMSON COUNTY, TEXAS]

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

Cross-reference to that certain Community Covenant for The Brownstone at the Summit, recorded as Document No. 2011041359, in the Official Public Records of Williamson County, Texas, as amended by that certain First Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2012018310, in the Official Public Records of Williamson County, Texas, as amended by that certain Second Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2013078480, in the Official Public Records of Williamson County, Texas, as amended by that certain Third Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2014023916, in the Official Public Records of Williamson County, Texas, and as amended by that certain Fourth Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2015107944, in the Official Public Records of Williamson County, Texas.

FIFTH AMENDMENT TO COMMUNITY COVENANT
THE BROWNSTONE AT THE SUMMIT

This Fifth Amendment to Community Covenant for The Brownstone at the Summit (the "Amendment") is made by NOVAK BROTHERS TEXAS 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, as amended by that certain First Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2012018310, in the Official Public Records of Williamson County, Texas, as amended by that certain Second Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2013078480, in the Official Public Records of Williamson County, Texas, as amended by that certain Third Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2014023916, in the Official Public Records of Williamson County, Texas, and as amended by that certain Fourth Amendment to Community Covenant for The Brownstone at the Summit, recorded as Document No. 2015107944, in the Official Public Records of Williamson County, Texas (collectively, 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. Parking. *Section 3.20* of the Community Covenant, expressly excluding the last paragraph of *Section 3.20*, is hereby deleted in its entirety and replaced with the following:

3.20 Parking. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard, as determined by the Board in its sole discretion. No vehicle may be parked in a manner that obstructs or otherwise blocks ingress and egress to any part of the Property, as determined by the Board in its sole discretion.

The roadways within the Property include a limited number of surface parking spaces (the "**Surface Spaces**"). Parking within the Property, including use of the Surface Spaces, is subject to rules and regulations adopted from time to time in accordance with this Community Covenant.

It is anticipated the Association may, without obligation, enter into one or more agreements (each, a "Parking Agreement") providing Owner's and Resident's with access to and use of parking spaces on adjacent property (the "Licensed Parking Spaces"). Each Owner, by accepting an interest in or title to a Lot, acknowledges and agrees that: (i) use of and access to Licensed Parking Spaces, if any, may be temporary and is subject to the terms and provisions of the applicable Parking Agreement; (ii) the Licensed Parking Spaces shall not be considered Common Area, unless otherwise stated in the applicable Parking Agreement; and (iii) neither Declarant nor the Association makes any representation as to the availability of any Licensed Parking Spaces.

2. **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 to Follow]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

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

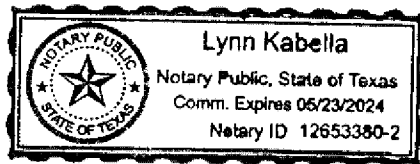
By: *Jim Cramer*
Printed Name: JIM CRAMER
Title: PARTNER

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 30 day of July, 2020
by Jim Cramer, Partner of Novak Brothers Texas
Brownstones, LLC, a Texas limited liability company, on behalf of said limited liability
company.

(SEAL)



Lynn Kabella
Notary Public Signature

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

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08/04/2020 11:05 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas