

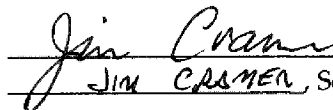


AFTER RECORDING RETURN TO:  
Robert D. Burton, Esq.  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)

**THE BROWNSTONE AT THE SUMMIT**  
**FIRST SUPPLEMENT TO**  
**AMENDED AND RESTATED COMMUNITY MANUAL**

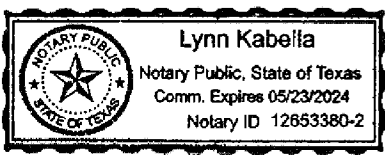
The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of The Brownstone at The Summit Residential Community, Inc., a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current First Supplement to Amended and Restated Community Manual of the Association duly adopted by the Board of Directors of the Association.


IN WITNESS WHEREOF, the undersigned has executed this certificate on the 30<sup>th</sup> day of JULY, 2020.

  
\_\_\_\_\_  
JIM CRAMER, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF Williamson

This instrument was acknowledged before me of this 30 day of July, 2020, by Jim CRAMER the Secretary of The Brownstone at The Summit Residential Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL] 

  
\_\_\_\_\_  
Notary Public Signature

Cross-reference to Community Covenant for The Brownstone at The Summit, recorded under Document No. 2011041359 of the Official Public Records of Williamson County, Texas, as amended, and that certain The Brownstone at The Summit Amended and Restated Community Manual, recorded under Document No. 2016005257 of the Official Public Records of Williamson County, Texas, as supplemented.

**ACKNOWLEDGED AND AGREED:**

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

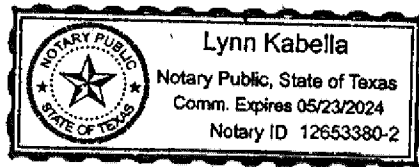
By: *Jim Cramer*  
Printed Name: JIM CRAMER  
Title: PARTNER

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

**THE BROWNSTONE AT THE SUMMIT  
FIRST SUPPLEMENT TO AMENDED AND RESTATED COMMUNITY MANUAL**

**TABLE OF CONTENTS**

**13. PARKING POLICY**

**ATTACHMENT 13**

**PLEASE NOTE THAT THE POLICIES AND PROCEDURES CONTAINED HEREIN DO NOT  
CONSTITUTE THE ENTIRE RESTRICTIONS, RULES OR POLICIES FOR THE BROWNSTONE AT  
THE SUMMIT.**

## ATTACHMENT 13

### PARKING POLICY

Terms used but not defined in this Parking Policy have the meaning ascribed to such terms in 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 (the "Declaration").

1. **Generally.** Owner, Resident, and guest parking is restricted to designated parking areas and parking is prohibited in alleys which provide access to the Dwellings. The roadways within the Property include a limited number of surface parking spaces (the "Surface Spaces"). Owners and Residents are prohibited from parking in the Surface Spaces unless the Owner or Resident has applied for and received from the Board an "Oversized Vehicle Parking Permit", a "Household Member Parking Permit", or a "Guest Parking Permit". Oversized Vehicle Parking Permits, Household Member Parking Permits, and Guest Parking Permits are sometimes referred to herein collectively as the "Parking Permits", or individually as a "Parking Permit". Issuance of a Parking Permit will be determined in the Board's sole discretion.
2. **Garage Parking.** Pursuant to *Section 3.16* of the Declaration, all garages shall be maintained for the parking of vehicles and may not be used for storage or other purposes which preclude its use for the parking of vehicles. Because there is a limited number of Surface Spaces, each Resident shall use their garage for the parking of vehicles. The Resident's garage must be parked at capacity with the maximum number of vehicles for which the garage was constructed (excluding any Oversized Vehicles (defined below)), before any Resident may apply for or be issued a Parking Permit.
3. **Permit Required.** All Parking Permits are: (i) valid only as to a specific Lot and vehicle; (ii) not transferrable between Lots or vehicles; (iii) valid to allow the particular vehicle specified in the Parking Permit to utilize one (1) Surface Space; and (iv) valid only for six (6) months after issuance or such time period as otherwise determined by the Board. An Owner desiring to obtain a Parking Permit shall remit an application to the Board, and such application and/or approval may require remission of a fee associated with the Parking Permit. In the event there are no available Parking Permits to be assigned, the Owner may provide a written request to the Board to be added to the wait list for a Parking Permit (the "Waiting List"). Residents on the Waiting List will be offered the opportunity to obtain a Parking Permit as they become available in the order the Owners were added to the Wait List.
  - a. **Oversized Vehicle Permit.** As used herein, the term "Oversized Vehicle" means any passenger vehicle that does not fit in the Resident's garage, i.e., the vehicle is longer than the depth of the garage or taller than the height of the garage, as determined by the Board. A Resident may apply for an Oversized Vehicle

Parking Permit if the Resident owns or regularly operates an Oversized Vehicle that the Resident desires to park on the Property.

An Oversized Vehicle Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the date the Resident no longer owns or operates the Oversized Vehicle for which the Oversized Vehicle Parking Permit was issued; (ii) the date the Resident no longer resides in the Dwelling; or (iii) six (6) months after the permit is issued. An Oversized Vehicle Parking Permit must be renewed annually by application to the Board.

- b. Household Member Parking Permit. In the event the number of vehicles owned or regularly operated by the Resident(s) of a Dwelling exceeds the maximum number of vehicles for which the garage was constructed, e.g., a Dwelling with a 2-car garage has three Residents, each with their own vehicle, the Resident may apply to the Board for a Household Member Parking Permit.

A Household Member Parking Permit shall be automatically revoked upon the happening of any of the following events: (i) the date the number of vehicles attributable to the Dwelling no longer exceeds the capacity of the garage as constructed; or (ii) six (6) months after the permit is issued. A Household Member Parking Permit must be renewed annually by application to the Board.

- c. Guest Parking Permit. A Resident may apply to the Board for a Guest Parking Permit for guests temporarily visiting the Resident which, if issued, will allow guest overnight parking for a period of time determined by the Board in its sole discretion. Notwithstanding the foregoing, a Guest Parking Permit may be denied if there is capacity for the guest to park in the garage of the Dwelling.

4. Licensed Parking Spaces. Pursuant to *Section 3.20* of the Declaration, the Association may, without obligation, enter into a Parking Agreement providing for access to and use of parking spaces on property adjacent to the Property (the "Licensed Parking Spaces"). The Board reserves the right to issue Parking Permits for the Licensed Parking Spaces in accordance with this Parking Policy, subject to the terms and provisions of the applicable Parking Agreement.

5. Enforcement.

- a. Interpretation. In the event of any dispute regarding the effect or application of this Parking Policy, the interpretation of the Board will be final.
- b. Display of Permit; Additional Rules. Each vehicle with a Parking Permit must display at all times when parked on the Property, the parking sticker, permit or placard issued by the Board for such purpose. The Board shall have the right to

adopt additional rules and regulations from time to time in order to monitor and enforce this Parking Policy.

- c. Nuisance. Every act or omission whereby any provision of this Parking Policy is violated, in whole or in part, is hereby declared to be a nuisance.
  - d. Towing and Self-Help. Subject to applicable law, a vehicle in violation of this policy may be stickered, wheel-locked, towed, or otherwise removed by the Association, at the expense of the vehicle's owner or operator. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for violations of this Parking Policy.
  - e. Fines. The Association may impose fines for violation of the provisions of this Parking Policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy, as the same may be amended from time to time.
  - f. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this Parking Policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.
6. Variance. The Board may grant a variance or waiver of a restriction or rule in this Parking Policy in its sole discretion. To be effective, a variance must be in writing and executed by a Majority of the Board. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2020088719**

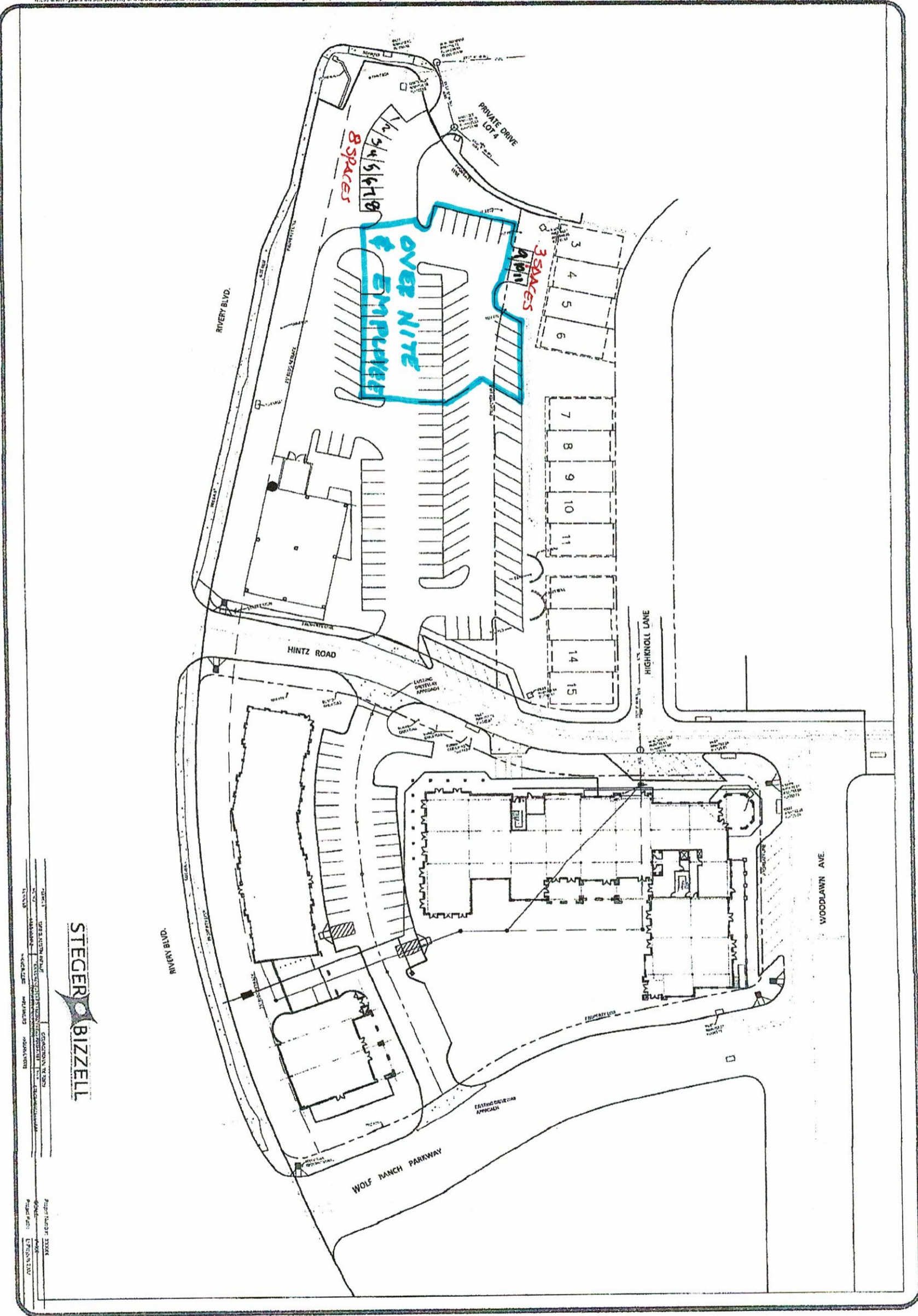
Pages: 7      Fee: \$41.00  
08/04/2020    11:40 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

This drawing is the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.



**STEGER & BIZZELL**

PROJECT: [illegible]  
 CLIENT: [illegible]  
 DATE: [illegible]  
 DRAWING NO.: [illegible]  
 SHEET NO.: [illegible]  
 SCALE: [illegible]  
 DESIGNER: [illegible]  
 CHECKER: [illegible]  
 APPROVED: [illegible]  
 DATE: [illegible]