

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)

**SECOND 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 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.

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

This Second 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 (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. Animals - Household Pets. *Section 3.09* of the Community Covenant is hereby deleted in its entirety and replaced with the following:

**3.09. Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared on a Lot (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). No Owner or Resident will be allowed more than three (3) household pets. No household pet will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no household pet will be allowed within the Development other than on the Lot of its owner unless confined to a leash. No household pet will be allowed to run at large, and all household pets will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed, and inoculated as required by applicable law.

2. Rooftop Terraces and Balconies. *Section 3.18* of the Community Covenant is hereby deleted in its entirety and replaced with the following:

**3.18. Rooftop Terraces and Balconies.** Rooftop terraces and balconies are distinctive architectural features of each Dwelling. Unless otherwise approved in advance and in writing by the Architectural Reviewer, the following activities are prohibited on rooftop terraces and balconies:

(i) Maintaining anything on the rooftop terrace or balcony that the Architectural Reviewer determines to be unattractive, such as umbrellas and stored items; and

(ii) Bicycles may not be stored or allowed to remain on any rooftop terrace or balcony.

3. Parking. *Section 3.20* of the Community Covenant is hereby deleted in its entirety and replaced with the following:

**3.20. Parking.** 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**").

Unless otherwise approved as provided below, the Surface Spaces may only be used for guest parking and may not be used by the Residents of a Lot or Dwelling. Unless a permit is obtained pursuant to subsection (i) below, a guest may in no event utilize a Surface Space for more than seven (7) consecutive days.

(i) Guest Parking Permit. A Resident of a Lot or Dwelling may apply to the Association for a guest parking permit to utilize one (1) Surface Space for guests visiting the Resident of a Lot or Dwelling which, if issued, will allow guest overnight parking for a period of up to ten (10) days. Issuance of a guest permit will be determined in the sole and absolute discretion of the Board.

(ii) Family Member Parking Permit. A Resident of a Lot or Dwelling may apply to the Association for a family member parking permit to utilize one (1) Surface Space if the person who will utilize the Surface Space is: (A) a Resident; and (B) related in the first or second degree of consanguinity to the applicant, i.e., parent, child, grandchild, sister, brother, or grandparent, or the first degree of affinity, i.e., spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather. Issuance of a family member parking permit will be determined in the sole and absolute discretion of the Board.

Each Owner and Resident is advised that access and use of a Surface Space for guests and issuance of a parking permit as described above, does not guarantee that a Surface Space will be available. All Surface Spaces will be subject to the terms and provisions of a reciprocal access and parking agreement for the benefit of the Property and certain adjacent land as described in that certain Planned Unit Development For The Summit at Rivery (the "PUD"), adopted on September 11, 2012, by City of Georgetown Ordinance 2012-64, as amended and modified from time to time (the "Rivery PUD"). Declarant hereby reserves an easement and right over and across the Property for the purpose of establishing the easements and obligations necessary and required to comply with the access and parking requirements set forth in the Rivery PUD. Each Owner hereby appoints Declarant as its attorney-in-fact, in accordance with *Section 15.03* of the Community Covenant, to cause to be recorded a reciprocal access and parking easement over and across the Property in accordance with the Rivery PUD.

4. Appliance Restrictions. The following provision is hereby added to the Community Covenant as follows:

**3.28. Appliance Restrictions**. Each Owner acknowledges and agrees that all appliances, with the exclusion of a cooktop and outdoor barbeques and fireplaces, must utilize electricity for operation and in no event may be converted or replaced with appliances that utilize propane or natural gas for operation.

5. Party Wall - Prohibitions. The following provision is hereby added to the Community Covenant as follows:

**3.29. Party Wall - Prohibitions**. *Section 2.08* of the Community Covenant includes certain provisions related to "Party Walls". A "Party Wall" for the purpose of this *Section 3.29* means the wall located on or near the dividing line between two (2) Dwellings. No Owner or Resident shall pierce a Party Wall with any type of nail, screw, drill bit or other similar item in excess of ¾ inch in length without first obtaining the advance written consent of the Architectural Reviewer. In addition, no speaker may be attached to a Party Wall without first obtaining the advance written consent of the Architectural Reviewer.

6. Sidewalks and Passageways. The following provision is hereby added to the Community Covenant as follows:

**3.30. Sidewalks and Passageways**. Sidewalks and passageways may not be used for any purpose that interferes with their ongoing routes of pedestrian access.

7. Name of Declarant. All references in the Community Covenant to Novak Brothers TX Brownstones, LLC, are deleted in their entirety and replaced with Novak Brothers Texas Brownstones, LLC.

8. Rivery Park Tax Increment Reinvestment Zone. The following *Section 3.31* is hereby added to the Community Covenant as follows:

**3.31. Rivery Park Tax Increment Reinvestment Zone.** The Property is located within that certain Rivery Park Tax Increment Reinvestment Zone (the "TIRZ"), adopted on December 11, 2007, by City of Georgetown Ordinance 2007-91, and amended by Ordinance 2010-30 on August 24, 2010 (the "TIRZ Ordinance"). Each Owner hereby acknowledges that the Property is located within the TIRZ and that the TIRZ Ordinance may be subject to future modifications and/or additions. Each Owner further acknowledges that accepting an interest in or title to a Lot located within the TIRZ, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence to any such future modifications and/or additions to the TIRZ Ordinance.

9. Planned Unit Development For The Summit at Rivery. The following provision is hereby added to the Community Covenant as follows:

**3.32. PUD Ordinance.** Each Owner hereby acknowledges that the Property is subject to the Rivery PUD which may be subject to future amendments, modifications and/or additions. Each Owner further acknowledges that accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence to future amendments, modifications and/or additions to the Rivery PUD.

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 30 day of may, 2013.

**DECLARANT:**

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

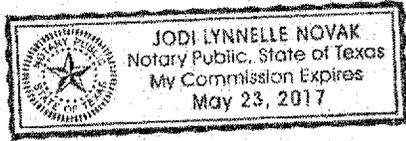
By: [Signature]  
Printed Name: JEFF NOVAK  
Title: \_\_\_\_\_

THE STATE OF TEXAS                    §  
COUNTY OF Williamson §

This instrument was acknowledged before me this 30 day of may, 2013  
by Jeff Novak of Novak Brothers Texas Brownstones, LLC, a  
Texas limited liability company, on behalf of said limited liability company.

(SEAL)

[Signature]  
Notary Public Signature



**2013078480**

**Electronically Recorded**

**OFFICIAL PUBLIC RECORDS**

*Nancy E. Rister*

Nancy E. Rister, County Clerk

2013 August 14 03:42 PM

FEE: \$36.00 PGS 7

Williamson County Texas