

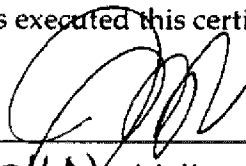


AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

THE BROWNSTONE AT THE SUMMIT
SECOND 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 Second Supplement to Amended and Restated Community Manual of the Association duly adopted by the Board of Directors of the Association.

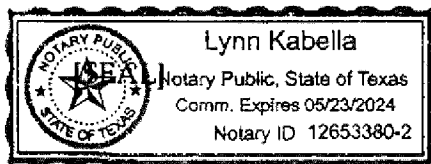
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 7TH
day of September, 2021.

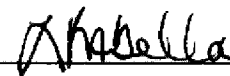


Jeff Novak, Secretary

STATE OF TEXAS §
 §
COUNTY OF Williamson

This instrument was acknowledged before me of this 7TH day of September, 2021, by Jeff Novak, the Secretary of The Brownstone at The Summit Residential Community, Inc., a Texas non-profit corporation, on behalf of said corporation.





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 by that certain The Brownstone at The Summit First Supplement to Amended and Restated Community Manual recorded under Document No. 2020088719 of the Official Public Records of Williamson County, Texas.

ACKNOWLEDGED AND AGREED:

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

By: [Signature]

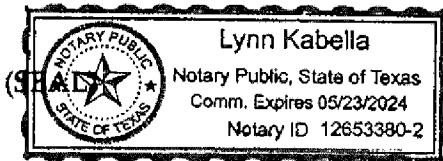
Printed Name: JEFF NOVAK

Title: Managing Partner

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 7 day of September, 2021 by JEFF NOVAK, Secretary of Novak Brothers Texas Brownstones, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public Signature

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

TABLE OF CONTENTS

13. AMENDED AND RESTATED 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

THE BROWNSTONE AT THE SUMMIT RESIDENTIAL COMMUNITY, INC.
AMENDED AND RESTATED
PARKING POLICY

This Amended and Restated Parking Policy of The Brownstone at the Summit Residential Community, Inc. (this "**Parking Policy**"), is as follows:

RECITALS:

A. The Brownstone at the Summit Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), was created pursuant to that certain Community Covenant for The Brownstone at the Summit, recorded under Document No. 2011041359, Official Public Records of Williamson County, Texas, as amended (collectively, the "**Community Covenant**") to administer the terms and conditions of the Community Covenant.

B. The Association previously adopted and recorded that certain The Brownstone at the Summit First Supplement to Amended and Restated Community Manual, recorded as Document No. 2020088719 in the Official Public Records of Williamson County, Texas, which adopted the parking policy as Attachment 13 (the "**Original Parking Policy**") to that certain The Brownstone at the Summit Amended and Restated Community Manual, recorded as Document No. 2016005257 in the Official Public Records of Williamson County, Texas (the "**Community Manual**").

C. The Association hereby amends, restates and replaces in its entirety the Original Parking Policy with the Parking Policy as follows herein below.

THIS AMENDED AND RESTATED PARKING POLICY AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THAT CERTAIN PARKING POLICY ATTACHED AS ATTACHMENT 13 TO THAT CERTAIN THE BROWNSTONE AT THE SUMMIT FIRST SUPPLEMENT TO AMENDED AND RESTATED COMMUNITY MANUAL RECORDED UNDER DOCUMENT NO. 2020088719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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 "Community Covenant").

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 a "Household Member Parking Permit", or a "Guest Parking Permit". 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 Community Covenant, 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 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. A Resident 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 Resident 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 Residents were added to the Wait List.

- a. **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.

- b. 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 Community Covenant, 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 Licensed Parking Spaces in accordance with this Parking Policy, subject to the terms and provisions of the applicable Parking Agreement, if any. There shall be no Licensed Parking Spaces until such time as the Association enters into a Parking Agreement. Neither the Declarant nor the Association makes any representation that there are Licensed Parking Spaces or that there will be in the future.

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**

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Pages: 8 Fee: \$45.00

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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas