



AFTER RECORDING RETURN TO:

Winstead PC

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Austin, Texas 78701

avaldes@winstead.com



## SONTERRA II CONDOMINIUMS

*Williamson County, Texas*

### FIRST SUPPLEMENT TO THE COMMUNITY MANUAL

#### [PARKING POLICY]

Sonterra II Residential Condominium Community, Inc.

Cross-reference to that certain Declaration of Condominium Regime for Sonterra II Condominiums, recorded as Doc. No. 2017074367, Official Records of Williamson County, Texas, as amended and supplemented (the "Declaration"); and the Community Manual recorded as Doc. No. 2017074381, Official Records of Williamson County, Texas.

**SONTERRA II CONDOMINIUMS**  
**COMMUNITY MANUAL**

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**PARKING POLICY**

Terms used but not defined in this Parking Policy will have the meaning subscribed to such terms in that certain Declaration of Condominium Regime for Sonterra II Condominiums, recorded as Doc. No. 2017074367 in the Official Public Records of Williamson County, Texas, as amended (the "Declaration").

**1. Definitions**

The following definitions apply only to this Parking Policy:

- 1.1. **"Fire Lane"** means any area in the community having red painted stripes that are indicative of a fire lane.
- 1.2. **"Guest Parking"** means parking spaces in the community reserved only for guests which may be designated as such with **"Guest Parking Only"** signs.
- 1.3. **"Owner"** means a holder of fee simple title to a Unit, as defined in Declaration. As used hereunder, Owner also includes a Resident and any co-owner, spouse, domestic partner, family member, or guest of an Owner or Resident.
- 1.4. **"Standing"** and **"Standing Vehicle"** means a Vehicle that parks temporarily and is not in motion, for the purpose of picking up or dropping off a person or persons, with or without its engine running and regardless of the Vehicle's emergency flashers being on or off. To be considered Standing under this Parking Policy, however, the driver must remain in the driver's seat at all times.
- 1.5. **"Tow"**, **"Towed"** and **"Towing"** means the removal of a Vehicle that violates this Parking Policy or, rendering such violating Vehicle not drivable using any mechanical or electrical means available to a third-party towing company, to which an Owner shall be liable for all charges and costs.
- 1.6. **"Vehicle"** means any automobile, including without limitation, any car, truck, SUV, trailers, motorhomes, RVs, motorcycle, or other device commonly used for transportation purposes, or any part of the Vehicle, thereof, including without limitation, trailer hitches, bike racks, or any such accessories attached to the Vehicle.

## **2. Purpose**

The purpose of this “Parking Policy” is to establish rules as contemplated by Section 3.14 of the Declaration that clarify instances that will trigger a violation notice or a monetary fine imposed upon an Owner, or cause an Owner’s Vehicle to be Towed.

## **3. Parking and Standing Rules**

- 3.1. No parking or Standing of any Vehicle in a Fire Lane is permitted at any time. Vehicles parked in driveways may not protrude into the fire lane at any time. The Owner of any Standing or parked Vehicle that parks or is Standing in a Fire Lane in violation of this Parking Policy, in each instance, is subject to:
  - 3.1.1. a fine being imposed, to be paid at Owner’s expense; and/or
  - 3.1.2. being Towed at the Vehicle Owner’s expense. The Association disclaims any liability for any such Towed Vehicle, costs or expenses associated therewith, or subsequent damages thereof.
- 3.2. Owners or Guests may only park in Guest Parking spaces for no more than twenty-four (24) hours without moving the Vehicle.
- 3.3. Parking is permitted in the Owner’s garage and driveway, provided the vehicle does not protrude into the street. Parking/standing on any other part of the owner’s property is expressly prohibited.
- 3.4. Under no circumstances shall a moving or delivery vehicle remain in the street for longer than 12 hours.

## **4. Towing**

- 4.1. The Board and/or the Association’s property management company may, in its sole discretion, subject any Vehicle violating this Parking Policy to be Towed, under the following conditions:
  - 4.1.1. as required by Applicable Law; or
  - 4.1.2. in the event of construction and/or repair services to streets and/or the community and Owners have been notified (as specified in the Documents) of such actions but have parked any Vehicle contrary to such notice instructions.

4.2. Any Vehicle being Towed under this Parking Policy is at the Owner's sole expense and an Owner shall hold the Association, its officers, directors, committee members, agents and property management company harmless for Owner's purported loss. In the event that a Tow truck is dispatched but the violating Vehicle has been removed prior to the arrival of the Tow truck and, the Towing company charges the Association for the dispatch, the Owner is responsible for all such charges and shall promptly reimburse the Association for such charges.

In every event, an Owner will maintain financial responsibility for the actions or inactions, as the case may be, taken by the person(s) specified in Section 1.3 that result in any violation of this Parking Policy associated with an Owner's Unit.

Towing shall comply with the applicable provisions of Chapter 2308 of the Texas Occupations Code.

##### **5. Reporting of Parking Violations**

**After the date this Parking Policy is Recorded**, any Owner can report a Parking Policy violation directly to the Association by providing an address of where the violation occurred, or is occurring, the Vehicle's license plate number, and a photo of the violation.

##### **6. Amendment**

The Board may, from time to time, amend, repeal or change this Parking Policy or any of the provisions herein, and any fines and the application of fines associated with this Parking Policy, in accordance with the Documents.

[ACKNOWLEDGEMENT PAGE FOLLOWS]

## **ACKNOWLEDGEMENT**

The undersigned hereby certifies that s/he is the Secretary for Sonterra II Residential Condominium Community, Inc. (the "Association") and that the foregoing policies are true and correct copies of the policies adopted by the Association, acting through its Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the  
27 day of November, 2023.

**SONTERRA II RESIDENTIAL CONDOMINIUM  
COMMUNITY, INC.**

1 1

Printed Name: Andrew B. L. Jones

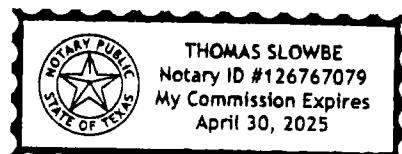
Title: Secretary

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me of on November 27, 2023, by  
Sandy Bilger on behalf of Sonterra II Residential Condominium Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

Notary Public Signature



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2023102783

COND Fee: \$46.00  
12/15/2023 10:45 AM OSALINAS



Nancy E. Rister  
Nancy E. Rister, County Clerk  
Williamson County, Texas