



AFTER RECORDING RETURN TO:

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3

**TWELFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
FOR SONTERRA I CONDOMINIUMS
(A Residential Condominium in Williamson County, Texas)**

Declarant: SONWEST CO., a Texas corporation

Cross Reference to Declaration of Condominium Regime for Sonterra I Condominiums, recorded as Document No. 2016002134, in the Official Public Records of Williamson County, Texas, as amended.

**TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR SONTERRA I CONDOMINIUMS**

This Twelfth Amendment to Declaration of Condominium Regime for Sonterra I Condominiums (the "Amendment") is made by SONWEST CO., a Texas corporation ("Declarant"), and is as follows:

RECITALS:

A. Sonterra I Condominiums (the "Regime"), located in Williamson County, Texas, was established pursuant to that certain Declaration of Condominium Regime for Sonterra I Condominiums, recorded as Document No. 2016002134, in the Official Public Records of Williamson County, Texas, as amended (the "Declaration").

B. Pursuant to *Provision A.3.8(vii)* of Appendix "A" to the Declaration, Declarant, during the Development Period, may amend the Declaration unilaterally and without the consent of other Owners or any Mortgagee to resolve conflicts, clarify ambiguities, and to correct misstatements, errors or omissions in the Documents. With regard to the Landscape Services described below, the Regime has not, as stated in the Declaration, carried out Landscape Services on any yard space within an Owner's Unit and the Declarant considers the allocation of that obligation to the Association to be an error in the drafting of the Declaration.

C. The "Development Period" as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was Recorded in the Official Public Records of Williamson County, Texas. The Declaration was recorded in the Official Public Records of Williamson County, Texas, on January 8, 2016; as such, the Development Period has not expired.

D. Declarant desires to amend the Declaration for the purposes of correcting and amending the provisions below.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Landscape Services – Definition. *Section 1.20* of the Declaration, defining "Landscape Services", is hereby deleted in its entirety.

2. Association's Access Easement. *Section 3.7(viii)* of the Declaration is hereby deleted in its entirety.

3. Regular Assessments. *Section 6.4(x)* is hereby deleted in its entirety.

4. Overview. *Section 9.1* of the Declaration is hereby deleted in its entirety and replaced with the following:

9.1 Overview. Generally, the Association maintains the Common Elements, and the Owner maintains the Owner's Unit. If any Owner fails to maintain its Unit, the Association may perform the work at the Owner's expense. The respective maintenance obligations of the Association and each Owner are set forth in this Article and are summarized on Attachment 3; however, to the extent of any conflict between the provisions of this Article and the summary set forth on Attachment 3, the provisions of this Article will control.

5. **Association Maintains.** Section 9.2 of the Declaration is hereby deleted and replaced with the following:

9.2 Association Maintains. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, all General Common Elements, any Limited Common Elements assigned to more than one (1) Unit, and any component of a Unit delegated to the Association by this Declaration.

6. **Landscape Services.** Section 9.3 of the Declaration is hereby deleted in its entirety.

7. **Owner Responsibility.** Section 9.5(ii) is hereby deleted and replaced with the following:

- (ii) To maintain the yard space within an Owner's Unit, keeping the same alive, mowed, trimmed and edged, free of weeds, and in a neat, clean, odorless, orderly, and attractive condition.

8. **Replacement of Attachment 3.** Attachment 3 to the Declaration is hereby deleted in its entirety and the Maintenance Responsibility Chart attached hereto as Exhibit "A" is substituted in its place. Exhibit "A" attached hereto will supersede and replace Attachment 3 attached to the Declaration.

9. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED on this 27 day of OCT, 2020.

DECLARANT:

SONWEST CO., a Texas corporation

By: Andrew Bilger
Printed Name: Andrew Bilger
Title: VP.

THE STATE OF TEXAS §
 §
COUNTY OF williams §

This instrument was acknowledged before me on OCT 27, 2020, by Andy Bilger, President of SONWEST CO., a Texas corporation, on behalf of said corporation.

(SEAL)

[Signature]
Notary Public Signature

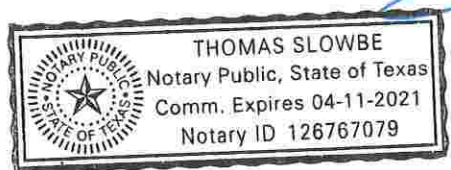


EXHIBIT "A"

ATTACHMENT 3

MAINTENANCE RESPONSIBILITY CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, and retaining walls around perimeter of property	None.	All aspects.
Exterior lighting	None.	All aspects.
Sidewalks	None.	All aspects.
Yard Area	None.	All aspects.
Roofs and roof facilities	None.	All aspects.
Exterior Building components	None.	All aspects.
Building Foundation	None.	All aspects.
Unit interior, including improvements, fixtures, partition walls and floors within Unit	None.	All aspects.
Sheetrock within Unit & treatments on walls	None.	All aspects.
Exterior Unit doors	None.	All aspects.
Windows	None.	All aspects.
Garage Doors, if applicable	None.	All aspects.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Water, wastewater, electrical lines & systems.	All aspects of common lines & systems serving more than one Unit, none for those serving an individual Unit.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit.
HVAC System	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.

- NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.
- NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.
- NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Attachment 3 is a summary only and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Attachment 3 and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control

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OFFICIAL PUBLIC RECORDS 2020162027

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

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