



# The State of Texas

## SECRETARY OF STATE

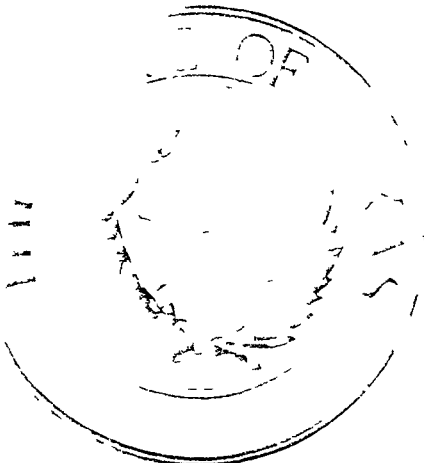
### CERTIFICATE OF INCORPORATION OF BRATTONWOOD COMMUNITY, INC. CHARTER NUMBER 1429115-01

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

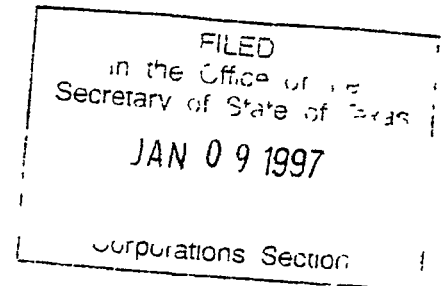
Dated: January 9, 1997  
Effective: January 9, 1997



Antonio O. Garza, Jr.  
Secretary of State

CEB

**ARTICLES OF INCORPORATION**  
**OF**  
**BRATTONWOOD COMMUNITY, INC.**



The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**  
**NAME**

The name of the corporation is. Brattonwood Community, Inc., (hereinafter called the "Association")

**ARTICLE II**  
**NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III**  
**DURATION**

The Association shall exist perpetually

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**ARTICLE IV**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain "Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions" which is recorded in the Real Property Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Declaration;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Nonprofit Corporation Act may now, or later, have or exercise, subject to the limitations set forth in the Declaration.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers; provided, however, that notwithstanding any provision herein to the

contrary, the Association shall not engage in any substantial activities or exercise any significant powers which do not further the sole purpose of the Association, which is set out in the Declaration.

#### **ARTICLE V REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 1717 North IH 35, Round Rock, Texas 78664. The name of its initial registered agent at such address is James H. Mills.

#### **ARTICLE VI MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

#### **ARTICLE VII VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration, as amended. No owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

#### **ARTICLE VIII INCORPORATOR**

The name and street address of the incorporator is.

NAME

Robert D. Burton

ADDRESS

2600 One American Center  
600 Congress Avenue  
Austin, Texas 78701

COPY

#### **ARTICLE IX BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who must be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Nonprofit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME

James H. Mills

Matt Naiser

Lynette Winkler

ADDRESS

P O Box 411  
Georgetown, Texas 78627

P O Box 411  
Georgetown, Texas 78627

P O Box 411  
Georgetown, Texas 78627

COPY

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association

**ARTICLE X  
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE XI  
INDEMNIFICATION**

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE XII  
DISSOLUTION**

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE XIII  
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents

in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or these Articles.

#### ARTICLE XIV AMENDMENT

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles, the Declaration shall control, and in the case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 8th day of January, 1997



Robert D. Burton, Incorporator

COPY

**BYLAWS**  
**OF**  
**BRATTONWOOD COMMUNITY, INC.**

**COPY**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is Brattonwood Community, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 1717 North IH 35, Round Rock, Texas 78664 but meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors

**ARTICLE II**  
**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified

**Section 2.1. Articles.** "Articles" shall mean the Articles of Incorporation of Brattonwood Community, Inc which will be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended

**Section 2.2. Assessment.** "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration

**Section 2.3. Association.** "Association" shall mean and refer to Brattonwood Community, Inc

**Section 2.4. Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association

**Section 2.5. Association Restrictions.** "Association Restrictions" shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, Committee Rules, and Association Rules from time to time in effect

**Section 2.6. Association Rules** "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time

**Section 2.7 Board.** "Board" shall mean the Board of Directors of the Association

**Section 2.8. Bylaws.** "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended

**Section 2.9. Declarant.** "Declarant" shall mean Jack's Pond Limited, a Texas limited partnership and its duly authorized representatives or its successors or assigns, provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder

**Section 2.10. Declaration.** "Declaration" shall mean the "Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions" recorded in the Real Property Records of Travis County, Texas, as the same may be amended from time to time.

**Section 2.11. Lot.** "Lot" or "Lots" shall mean any parcel or parcels of land within the Property, together with all improvements located thereon.

**Section 2.12. Manager.** "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association

**Section 2.13. Member** "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration

**Section 2.14. Mortgage.** "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt

**Section 2.15. Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property

**Section 2.16. Owner** "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage

**Section 2.17. Property** "Property" shall mean and refer to that tract or parcel of land in Jack's Pond Section One, a subdivision in Travis County, Texas according to the map or plat recorded in Volume 98, Pages 98-100, Plat Records of Travis County, Texas

### ARTICLE III MEETING OF MEMBERS

**Section 3.1. Annual Meetings** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter unless a different date is selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday

**Section 3.2. Special Meetings.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association

**Section 3.3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting

**Section 3.4. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented

**Section 3.5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### **ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

**Section 4.1. Number.** The affairs of this Association shall be managed by a Board of three (3) Directors until the first annual or subsequent meeting, at which time the number of members of the Board of Directors may be changed by resolution of the Directors, provided, however, the minimum number of Directors shall be three (3)

**Section 4.2. Term of Office.** At the first annual meeting the Members shall elect one (1) Director for a term of three (3) years, one (1) Director for a term of two (2) years, and one (1) Director for a term of one (1) year, and at each annual meeting thereafter the Members shall elect each Director for a term of three (3) years

**Section 4.3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the members

**Section 4.4. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties

**Section 4.5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors

#### **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

**Section 5.1. Nomination.** Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board and two members of the Association. The Nominating Committee shall be appointed by the Board prior to or during each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers

**Section 5.2. Election.** Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### **ARTICLE VI MEETINGS OF DIRECTORS**

**Section 6.1. Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to



time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 6.2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director

**Section 6.3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD**

**Section 7.1. Powers.** The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purpose of the Association as set forth in Article 7, Section 7.04 of the Declaration, as amended

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof,

(b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules exists,

(c) exercise for the Association all powers, duties and authority vested in or related to this Association and not reserved to the membership by other provisions of the Association Restrictions,

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board,

(e) employ such employees as they deem necessary, and to prescribe their duties,

(f) as more fully provided in the Declaration, to

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration, and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same,

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment),

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association,

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, and

- (j) exercise such other and further powers as provided in the Declaration.

**Section 7.2. Duties.** It shall be the duty of the Board to

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes, and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

**ARTICLE VIII  
OFFICERS AND THEIR DUTIES**

**Section 8.1. Enumeration of Offices.** The officers of this Association shall be a President and one or more Vice-Presidents, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution

**Section 8.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members

**Section 8.3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed, or otherwise disqualified to serve

**Section 8.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

**Section 8.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective

**Section 8.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces

**Section 8.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4

**Section 8.8. Duties.** The duties of the officers are as follows

(a) **President.** The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes

(b) **Vice President** Each Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board

(c) Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association, keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

## **ARTICLE IX OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose, provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board

## **ARTICLE X BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost

## **ARTICLE XI ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate as the Board may designate from time to time and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots. Notwithstanding any provision herein to the contrary, the Association may only levy Assessments (regular or special) to defray costs which are incurred in furtherance of the sole purpose of the Association as set forth in the Declaration and/or costs which are incurred in connection with the exercise of the powers incident to such purpose as set forth in the Declaration.

## **ARTICLE XII CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

## **ARTICLE XIII AMENDMENTS**

**Section 13.1.** These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of all the Members of the Association provided that such amendment has been approved by Members of the Association entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association

**Section 13.2.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control

## **ARTICLE XIV INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 14.1. Definitions.** In this Article XIV

(a) "Indemnitee" means (i) any present or former director, advisory director or officer of the Association, (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof

(b) "Official Capacity" means (i) when used with respect to a director, the office of director of the Association, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise

(c) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding

**Section 14.2. Indemnification.** The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 14 1(a), if it is determined in accordance with Section 14 4 that the Indemnitee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful, provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis

that personal benefit was improperly received by the Indemnatee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnatee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnatee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 14.2, no indemnification shall be made under this Section 14.2 in respect of any Proceeding in which such Indemnatee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnatee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnatee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 14.2. An Indemnatee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnatee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnatee.

**Section 14.3. Successful Defense.** Without limitation of Section 14.2 and in addition to the indemnification provided for in Section 14.2, the Association shall indemnify every Indemnatee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 14.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

**Section 14.4. Determinations.** Any indemnification under Section 14.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnatee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding, (ii) if such a quorum cannot be obtained, then by a majority vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding, (iii) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 14.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate), or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 14.4 that the Indemnatee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

**Section 14.5. Advancement of Expenses.** Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnatee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 14.4, after receipt by the Association of (i) a written affirmation by such Indemnatee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XIV and (ii) a written undertaking by or on behalf of such Indemnatee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV. Such written undertaking shall be an unlimited obligation of the Indemnatee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article XIV, the Association may pay or reimburse expenses incurred by an Indemnatee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

**Section 14.6. Employee Benefit Plans.** For purposes of this Article XIV, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association

**Section 14.7. Other Indemnification and Insurance.** The indemnification provided by this Article XIV shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

**Section 14.8. Notice.** Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance

**Section 14.9. Construction.** The indemnification provided by this Article XIV shall be subject to all valid and applicable laws, including, without limitation, Article 2 02-1 of the Texas Business Association Act, and, in the event this Article XIV or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XIV shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect

**Section 14.10. Continuing Offer, Reliance, etc.** The provisions of this Article XIV (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XIV in becoming, and serving in any of the capacities referred to in Section 14.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XIV in accordance with their terms by any act or failure to act on the part of the Association

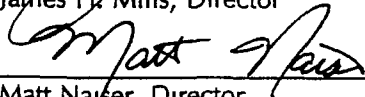
**Section 14.11. Effect of Amendment.** No amendment, modification or repeal of this Article XIV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of this Article XIV as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted

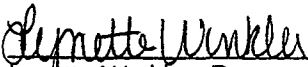
**ARTICLE XV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation

IN WITNESS WHEREOF, we, being all of the Directors of Brattonwood Community, Inc have hereunto set our hands this 8<sup>th</sup> day of January, 1997

  
\_\_\_\_\_  
James H. Mills, Director

  
\_\_\_\_\_  
Matt Naider, Director

  
\_\_\_\_\_  
Lynette Winkler, Director

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF BYLAWS  
OF  
BRATTONWOOD COMMUNITY, INC.**

*(Related to Quorum)*

**Document reference.** Reference is hereby made to that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions, filed as Vol. 12849 Pg. 0095 in the Real Property Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to the Bylaws, filed as Document No. 2003101651 in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Bylaws**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Brattonwood Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend bylaws (Declaration §7.04; Texas Business Organizations Code Ch. 22);

WHEREAS the Board has voted to amend the quorum requirements in the Bylaws to align with state law requirements under Ch. 22, Texas Business Organizations Code, and to assist with ensuring quorum is reached at HOA meetings so that business may be duly conducted;

THEREFORE the Bylaws have been, and by these presents are, AMENDED as follows:

**Article III, Section 3.4, is amended as follows, resulting in a quorum requirement for meetings of Members of 10% of the total votes of the membership:**

The phrase "twenty-five percent (25%)" is hereby deleted and replaced with the following language: "ten percent (10%)". (The remainder of Section 3.4 remains unchanged.)

**BRATTONWOOD COMMUNITY, INC.**

Acting by and through its Board of Directors

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

President

**Acknowledgements**

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was executed and acknowledged before me on the 17 day of May, 2018, by Yancy Young in the capacity stated above.

Peggy L Kuhns  
Notary Public, State of Texas



**PEGGY L KUHNS**  
My Commission Expires  
April 25, 2019



**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

File Server:CLIENTS:Brattonwood:BylawAmendQuorum2-18.doc



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

June 04 2018 10:22 AM

FEE: \$ 30.00 2018085794

JACK'S POND SECTION ONE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

FILM CODE

00005530400

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF TRAVIS       §

WHEREAS **JACK'S POND LIMITED**, a Texas limited partnership, hereinafter called the Declarant, is the owner of the real property known as Jack's Pond Section One, a subdivision (the "Subdivision") in Travis County, Texas according to the map or plat recorded in Volume 98, Pages 98-100, Plat Records of Travis County, Texas (the "Property"), and

WHEREAS, the Property is intended to be developed for single-family residential purposes, and

WHEREAS, Declarant desires to create upon the Property a residential community and to carry out a uniform plan for the improvement and development of the Property for the benefit of its present and future owners, and

NOW, THEREFORE, it is hereby declared (i) that all of the Property will be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property, their heirs, successors, and assigns, and will inure to the benefit of each owner thereof, and (ii) that each contract or deed that may hereafter be executed with regard to any of the Property will conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out or referred to in the contract or deed

ARTICLE I  
DEFINITIONS

Unless the context requires otherwise, when used in this Declaration, the following words and phrases will have the following meanings.

1 01 Architectural Committee "Architectural Committee" means the committee created under this Declaration to review and approve plans for the construction of Improvements upon the Property

1 02 Architectural Committee Rules "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time

1 03 Articles "Articles" shall mean the Articles of Incorporation of Brattonwood Community, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, and as amended from time to time

1 04 Assessment "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration and shall include both regular and special assessments

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12849 0095

1 05 Association "Association" shall mean Brattonwood Community, Inc , a Texas non-profit corporation

1 06 Association Property "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association

1 07 Board "Board" shall mean the Board of Directors of the Association

1 08 Bylaws "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as amended from time to time

1 09 Common Area and Facilities "Common Area and Facilities" shall mean lots and/or other properties designated by Declarant and conveyed to the Association for the common benefit of the owners Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association from time to time and at any time If and at the time Declarant adds additional real property to the Property in accordance with Section 9 02 hereof, additional Common Area and Facilities may be designated

1 10 Declarant "Declarant" means Jack's Place Limited, a Texas limited partnership, its duly authorized representatives or their respective successors or assigns, provided that any assignment of the rights of Jack's Place Limited as Declarant must be expressly set forth in writing, and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not constitute an assignment of the rights of Declarant hereunder

1 11 Declaration "Declaration" means this instrument, as amended from time to time

1 12 Improvement "Improvement" means every structure and all appurtenances thereto of every type and kind, including buildings, outbuildings, storage sheds, playscapes, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1 13 Lot "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on the Plat, together with all Improvements located thereon, save and except any areas dedicated to any governmental entity or public utility

1 14 Masonry "Masonry" means stone, brick, stucco, or other similar surface approved by the Architectural Committee

1 15 Member "Member" shall mean any person or entity holding membership rights in the Association

1 16 Mortgage "Mortgage" means any lien covering any portion of the Property given to secure the payment of a debt.

1 17 Mortgagee "Mortgagee" means the holder of any Mortgage

1 18 Owner "Owner" means a Person, including Declarant, holding a fee simple interest in any portion of the Property, but not a Mortgagee

1 19 Person "Person" means any individual or entity having the legal right to hold title to real property

1 20 Plans and Specifications "Plans and Specifications" means documents designed to guide or control the construction or erection of any Improvement, including those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications for building products and construction techniques, samples of exterior colors, plans for utility services, and all other relevant documentation or information

1 21 Plat "Plat" means the subdivision plat of Jack's Pond Section One of record in the Plat Records of Travis County, Texas, as amended from time to time

1 22 Property "Property" means Jack's Pond Section One and any other real property hereafter subjected to the terms of this Declaration

1 23 Restrictions "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Rules, Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect

1 24 Rules "Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time

1 25 Subdivision "Subdivision" means Jack's Pond Section One, a subdivision in Travis County, Texas, according to the map or plat of record in the Plat Records of Travis County, Texas

1 26 Supplemental Declaration "Supplemental Declaration" means any declaration of covenants, conditions and restrictions recorded by Declarant after the date of this Declaration to add to the Property, to subject any portion of the Property to further restrictions, covenants or conditions, or to withdraw land from the Property

## ARTICLE II ARCHITECTURAL COMMITTEE

2 01 Membership of Architectural Committee The Architectural Committee will consist of up to three (3) voting members ("Voting Members") appointed by Declarant and any additional, nonvoting advisory members ("Advisory Members") the Architectural Committee deems appropriate The initial members of the Architectural Committee will be James H Mills and Matt Naiser

2 02 Action by Architectural Committee Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members

2 03 Advisory Members The Voting Members may, from time to time, designate Advisory Members

2 04 Term Each Voting Member of the Architectural Committee will hold office until he resigns or is removed and his successor is appointed as provided herein In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated

2 05 Declarant's Rights of Appointment Declarant, its successors or assigns may appoint and remove all members of the Architectural Committee until such time as Declarant no longer owns any portion of the Property Declarant may delegate this right to the Board by written instrument Thereafter, the Board shall have the right to appoint and remove all Voting Members of the Architectural Committee

2 06 Adoption of Rules The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary for the performance of its duties, including a building code, a fire code, a housing code, and other similar codes as it may deem necessary or desirable

2 07 Review of Proposed Construction Whenever the approval of the Architectural Committee is required, the Architectural Committee will have the right to consider all Plans and Specifications for the Improvement or proposal in question and all other information which it deems relevant Except as otherwise provided herein, prior to the commencement of construction of any Improvement, or any alteration, addition, removal or repair other than normal maintenance, which in any way alters the exterior appearance of any Improvement, the Plans and Specifications therefor must be submitted to the Architectural Committee, and the construction, alteration, addition, removal or repair may not commence until the Architectural Committee has approved the Plans and Specifications in writing The foregoing notwithstanding, the construction, alteration, addition, repair or removal of any Improvement on the Property by Declarant is exempt from this Article The Architectural Committee may impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision The Architectural Committee will consider and act upon any Plans and Specifications submitted for its approval and perform any other duties assigned to it by this Declaration Until receipt by the Architectural Committee of all information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval The decision of the Architectural Committee will be final and binding so long as it is made in good faith The Architectural Committee is not responsible for inspecting any proposed Improvement, nor will its approval of any Plans or Specifications be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes

2 08 Actions of the Architectural Committee The Architectural Committee may, by resolution, unanimously adopted in writing, designate one of its members or an agent acting on its behalf to take any action or perform any duties on its behalf In the absence of such designation, the vote of both members of the Architectural Committee, without a meeting, will constitute the act of the Architectural Committee

2 09 Failure of Architectural Committee to Act In the event the Architectural Committee fails to respond to a request for approval of the Plans or Specifications within thirty (30) days of receipt of all required information, the Architectural Committee shall be deemed to have approved such Plans and Specifications

2 10 No Waiver of Future Approvals The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring approval will not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person

2 11 Work in Progress The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications If there is a material deviation from the approved Plans and Specifications in any completed Improvements, those Improvements will be in violation of this Article to the same extent as if erected without prior approval of the Architectural Committee The Architectural Committee or any Owner may maintain an action at law or in equity for the removal or correction of any non-conforming Improvement and, if successful, may recover from the Owner of the non-conforming Improvement all costs, expenses and fees incurred in the prosecution thereof

2 12 Nonliability of Architectural Committee Members Neither the Architectural Committee, nor any member thereof, will be liable to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration

2 13 Address Plans and Specifications will be submitted to the Architectural Committee in care of Jack's Pond Limited, P O Box 411, Georgetown, Texas 78627, or such other address as may be designated from time to time

### ARTICLE III EASEMENTS

3 01 Reserved Easements All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes, and will be construed as being adopted in each and every contract, deed or conveyance conveying any part of the Property Declarant reserves the right to make changes in and additions to the easements and rights-of-way for the purpose of most efficiently and economically developing the Property Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements with a maximum width of 7 5 feet on each side of each Lot line, for public utility purposes (including, without limitation, gas, water, electricity, telephone and drainage), in favor of any person or entity

3 02 Installation and Maintenance An easement is hereby created upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto By virtue of this easement, utility companies and other entities supplying services to the Property may install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service may remove all trees situated within utility easements, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

3 03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require No Improvements may be constructed in any drainage easement, nor may any plantings or other materials be located in any drainage easement that would affect the flow of water through the easement, unless approved in writing by the Architectural Committee All drainage easements must be continuously maintained by the Owner of the Lot upon which they are located, except for drainage easements for which a governmental entity is responsible

3 04 Surface Areas The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns or flowers However, neither Declarant nor any supplier of any utility service using any easement area will be liable to any Owner for any damage done by them, or their agents, employees, or assigns, to any plantings as a result of construction, maintenance, operation or repair of any facility in any easement area

3 05 Common Area and Facilities Each Owner shall have an easement for use and enjoyment in and to all Common Area and Facilities which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions

- (A) Right of Association to suspend the Owner's voting rights and right to use the Common Area and Facilities for any period during which an Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association,

- (B) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members who are entitled to vote pursuant to Section 7 03,
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance thereof, mortgage the Common Area and Facilities, all in accordance with the articles and bylaws,
- (D) The right of the Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities, and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine

#### ARTICLE IV RESIDENTIAL RESTRICTIONS

4 01 Residential Use All Lots must be improved and used solely for single-family residential use, inclusive of a garage, fencing and other Improvements necessarily or customarily incident to residential use, or for greenbelt, open space or other use approved by Declarant. The foregoing will not prohibit the use of any Lot as a site for a construction trailer, sales office, or a model home during the development of the Property, however, these uses will be subject to Declarant's approval as to nature, size, duration and location.

4 02 Commercial or Industrial Use No Lot or Improvements shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purpose, other than those non-residential purposes set forth in Section 4 01. Notwithstanding any other provision in this Section 4 02 or the Declaration to the contrary, "garage sales" shall be permitted provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period.

4 03 Building Height No Improvement may exceed 2 stories in height and no Improvement greater than 35 feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height will be measured from the poured foundation at its lowest point on the Lot to the ridge line of the roof of the proposed Improvement.

4 04 Dwelling Size All single-story dwellings must contain at least 1400 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. All two-story dwellings must contain at least 1600 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports.

4 05 Building Materials All building materials must be approved by the Architectural Committee, and only new building materials (except for used brick) may be used in constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized steel sheets, are specifically prohibited. Other roofing materials may be used with the prior written consent of the Architectural Committee, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must match the color of the surface from which they project, or be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures).

4 06 Exterior Finish, Masonry Requirements The exterior finish materials for all Improvements will be subject to the approval of the Architectural Committee. At least 25% of the total exposed surfaces of all

exterior walls must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, gables, and trim work

4 07 Obstruction of View The Architectural Committee may, but shall not be required to, prevent or allow the construction of an Improvement based upon the effect it will have on the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due the construction of any Improvement within the Property or the creating thereby of an obstruction to the view of such Owner's Lot or Lots

4 08 Construction in Place All dwellings constructed on the Property must be built in place on the Lot and the use of prefabricated materials will be allowed only with the prior written approval of the Architectural Committee

4 09 Setback Requirements No building may be located nearer to any Lot line bordering a street right-of-way than is indicated by the building line shown on the Plat of the Subdivision. For purposes of these covenants, eaves, steps and open porches will not be considered as part of the building, however, this will not be construed to allow any structure to encroach upon another Lot.

## ARTICLE V GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions

5 01 Antennae, Satellite Dishes, Solar Collectors No exterior radio, radio antenna or aerial, or solar collector device or equipment may be erected or maintained within the Property without the prior written approval of the Architectural Committee. Any such apparatus that may be approved must be installed and maintained in such a manner as to be screened from public view from adjoining Lots and public street rights-of-way. Notwithstanding any provision in this Section 5 01 to the contrary, (1) satellite dish no greater than one (1) meter in diameter may be located upon a Lot. The Architectural Committee may, from time to time, promulgate rules or regulations to serve legitimate interests of the Subdivision for the installation, maintenance and use of satellite dishes and antennas designed to receive broadcast satellite service, television and broadcast signals, or video programming services

5 02 Insurance Rates Nothing may be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any Improvement without the prior written approval of the Architectural Committee

5 03 Subdividing. No Lot may be further divided or subdivided, nor may any easements or other similar interests in a Lot conveyed by the Owner without the prior written approval of the Architectural Committee, however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest, all without the approval of the Architectural Committee

5 04 Signs Except for signs which are a part of Declarant's overall marketing plan for the Property, no sign of any kind shall be displayed on any Lot except

- (A) A builder who is engaged in construction of a single-family residence upon a Lot may advertise such Lot and any residential structure thereon for sale until such time as the Lot and/or any residential structure situated thereon is sold,



- (B) Any Owner may display one (1) sign of not more than four (4) square feet on said Owner's Lot to advertise such Lot or any residential structure located thereon for sale or rent,
- (C) Signs required for legal proceedings, and
- (D) No more than three (3) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which the signs pertain and are removed within five (5) days after such election

5 05 Rubbish and Debris No rubbish or debris of any kind may be placed or permitted to accumulate upon the Property and no odors may be permitted which would render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants Covered containers containing refuse, garbage, or trash may be placed in front of a single family residence located upon a Lot and next to the roadway adjacent to such Lot for waste service collection but must be removed and screened from view on or before eighteen (18) hours after such covered container has been emptied by waste service collection

5 06 Nuisance, Noise No noxious or offensive activity may be carried on upon any Lot No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) may be located, used or placed on any of the Property No noise or other nuisance will be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants

5 07 Repair of Buildings All Improvements must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner

5 08 Underground Utility Lines No utility lines or wires may be erected, placed or maintained anywhere in or upon any portion of the Property unless contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements and approved in writing by the Architectural Committee, provided, however, that this will not be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements that have been previously approved in writing by the Architectural Committee The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities will be subject to review and approval by the Architectural Committee

5 09 Hazardous Activities No activities may be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon the Property, no open fires may be lighted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes

5 10 Temporary Structures No tent, shack or other temporary building, improvement or structure may be placed upon the Property without the prior written approval of the Architectural Committee, however, temporary structures necessary for storage of tools and equipment, restrooms and office space for architects, builders and foremen during the period of actual construction on a Lot only may be maintained with the prior approval of Declarant, includes the nature, size, duration and location of the structure

5 11 Mining and Drilling No portion of the Property may be used for mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth

5 12 Unightly Articles, Vehicles No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from any other portion of the Property or public or private thoroughfares Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment must be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of them, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures Each single-family residential structure within the Property must have garage space sufficient to house at least two (2) vehicles Lot Owners may not keep more than 2 automobiles in a manner visible from any other portion of the Property for any period in excess of 72 hours No automobiles or other vehicles may be parked overnight for more than 2 consecutive nights on any roadway within the Property No inoperable vehicle or equipment, or vehicle or equipment without a current license tag, may be maintained on any portion of the Property, including any street right-of-way adjacent to a Lot, so as to be visible from any adjoining Lot or public right-of-way Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash may be kept, stored or allowed to accumulate on any portion of the Property, except within enclosed structures or appropriately screened from view

5 13 Mobile Homes, Travel Trailers and Recreational Vehicles No mobile homes may be parked or placed on any Lot at any time, and no travel trailers, recreational vehicles or similar vehicles may be parked on any portion of the Property so as to be visible from other portions of the Property or public or private thoroughfares for more than 48 hours

5 14 Fences A privacy fence shall be constructed on Lots 9-11, 25, 26, 28, 30-32, Block B, within the Property prior to occupancy of any single family residence constructed thereon No other fence may be constructed on the Property without the prior written consent of the Architectural Committee The location, height, and materials of any fence, to be located upon the Property, including the privacy fence required by this Section 5 14, shall be approved in writing by the Architectural Committee

5 15 Sight Distance at Intersections No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations will apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of these sight lines

5 16 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 or maintained on the Property No more than 3 domestic pets may be kept on any Lot No domestic pet may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property, other than on the Lot of its Owner, unless confined to a leash No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations will be allowed No domestic pet may be allowed to run at-large and all domestic pets must be kept within enclosed areas that are clean, sanitary and reasonably free of refuse, insects and waste at all times These enclosed areas must be constructed in accordance with plans approved by the Architectural Committee, be of reasonable design

and construction to adequately contain such animals in accordance with the provisions hereof, and be screened so as not to be visible from any other portion of the Property

5 17 Lawns and Plantings The front yard of each Lot and the front and the side yard adjacent to the street of each corner Lot must be fully sodded prior to the occupancy of the residence on such Lot Two trees, each of at least 2½-inch caliper, must be planted on each Lot prior to occupancy of the residence on the Lot Each Owner must keep all shrubs, trees, grass and plantings of every kind on his Lot alive, cultivated, pruned, and free of trash and other unsightly material If any Owner fails to do so, Declarant or the Architectural Committee may, at any reasonable time, enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and charge the cost thereof to the Owner of the Lot

5 18 Window Treatment No aluminum foil, reflective film or similar treatment may be placed on windows or glass doors on any Improvement

5 19 Athletic and Recreational Facilities Outdoor athletic and recreational facilities, such as basketball goals, swing sets and sport courts of either a permanent or temporary nature, may not be placed on any Lot in the Subdivision between the street right-of-way and the front of the dwelling unit on the Lot Any such Improvements will be subject to approval by the Architectural Committee under Article II Tennis court lighting and fencing will be allowed only with the approval of the Architectural Committee

5 20 Construction Activities Notwithstanding any provision herein to the contrary, this Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property - Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that the waiver is only for the reasonable period of such construction

5 21 Compliance with Restrictions Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

5.22 Liability of Owners for Damage to Common Area and Facilities No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area and Facilities without the prior written approval of the Board of Directors of the Association Each Owner shall be liable to the Association for any and all damages to (i) the Common Area and Facilities, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damage is caused by the neglect, misuse or negligence of such Owner or such Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectible in the same manner as provided in Section 8 06 hereof, including but not limited to foreclosure of such lien

5 23 No Warranty of Enforceability While Declarant has no reason to believe that any of the terms and provisions of this Declaration are invalid or unenforceable for any reason, Declarant makes no warranty or representation as to the present or future validity or enforceability Any Owner acquiring a Lot in reliance on any provision of this Declaration assumes all risks of the validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless therefrom

ARTICLE VI  
COMMON AREA AND FACILITIES

6 01 Condemnation If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association shall be entitled to participate in proceedings incident thereto. The expense of participation in such proceedings by the Association shall be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association. The Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of condemnation.

ARTICLE VII  
ASSOCIATION

7 01 Organization The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7 02 Membership Any Person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest.

7 03 Voting Rights The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows:

(A) The Owner (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.

(B) In addition to the votes to which it is entitled by reason of Subparagraph (A) of this Section, for every one vote outstanding in favor of any other person or entity Declarant shall have ten (10) votes until the votes described in Subparagraph (A) of this Section which are owned by persons or entities other than Declarant total, in the aggregate, ninety percent (90%) of the total number of votes. Thereafter Declarant shall have only the votes, if any, to which it is entitled under said Subparagraph (A) of this Section.

(C) The holder of more than one vote may both make a motion and second such motion for any purpose.

7 04 Powers and Authority of the Association The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

REAL PROPERTY RECORDS  
TRAVIS COUNTY TEXAS

(A) Rules and Bylaws To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions

(B) Insurance To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary Insurance premiums shall be a common expense to be included in the Assessments levied by the Association

(C) Records To keep books and records of the Association's affairs

(D) Assessments To levy assessments as provided in Article VIII below An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made

(E) Right of Entry and Enforcement To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for regular and special assessments The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns

(F) Legal and Accounting Services To retain and pay for legal and accounting services necessary or proper in the operation of the Association

(G) Taxes To pay all real property taxes and other taxes and assessments levied upon any Common Area and Facilities

7 05 Maintenance Responsibilities The Association shall be required to maintain all Common Area and Facilities conveyed to the Association by Declarant for operation and maintenance, as well as all streets and roadways within the Property which have been completed but not accepted by the appropriate governmental entity for maintenance In addition, the Association shall be authorized to landscape, maintain and repair easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds, and other areas of the Property, as appropriate

7 06 Street Lighting The Association shall be required to pay for electrical service and for all other costs and expenses necessary to operate and maintain the street lights within the Property, until such time as such obligation is assumed by the appropriate governmental entity

ARTICLE VIII  
FUNDS AND ASSESSMENTS

8 01 Assessments

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, except that (i) no Assessments hereunder shall be levied against Declarant, and (ii) no Assessments hereunder shall be levied against any Lot purchased by a homebuilder pursuant to a contract with Declarant for construction of a single family residence for a period of six (6) months from the date of closing of the purchase of the Lot by the homebuilder.

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8 02 Maintenance Fund The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8 03 Regular Annual Assessments Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all roadway and maintenance of Common Area and Facilities, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

8 04 Special Assessments In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

8 05 Owner's Personal Obligation for Payment of Assessments The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. Except as otherwise provided in Section 8 01(A) hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, (or, if there is no such highest rate, then at the rate of 2% per month) together with all costs and expenses of collection, including reasonable attorneys' fees.

8 06 Assessment Lien and Foreclosure All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 8 05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

#### ARTICLE IX DEVELOPMENT OF THE PROPERTY

9 01 Development by Declarant Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions.

9 02 Addition of Land by Declarant Declarant may, at any time and from time to time, add land to the Property, and upon the filing of a notice of addition of land as hereinafter described, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein (as modified or amended by the covenants, conditions, restrictions and obligations, if any, set forth in Supplemental Declaration affecting such added lands) shall apply to the added land, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of addition of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded,
- (B) A statement that the provisions of this Declaration shall apply to the added land, and
- (C) A legal description of the added land.

9 04 Withdrawal of Land Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to

withdraw lands from the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded,
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land, and
- (C) A legal description of the withdrawn land

#### ARTICLE X MISCELLANEOUS

10 01 Term This Declaration, including all of the covenants, conditions, and restrictions hereof, will run with the land comprising the Subdivision until December 31, 2016, unless amended or terminated as herein provided. After December 31, 2016, this Declaration will be automatically extended for successive periods of 10 years each, unless amended or terminated by a written instrument executed by the Owners of at least 3/4 of the Lots within the Property then subject to this Declaration and filed in the Real Property Records of Travis County, Texas

#### 10 02 Amendment

(A) By Declarant This Declaration may be amended by the Declarant so long as Declarant holds a majority of votes of the Association. No amendment by Declarant after December 31, 2002, will be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant, setting forth the amendment and the Lot(s) then owned by Declarant.

(B) By Owners In addition to the method in Section 10 02(A), this Declaration may be amended by the recording in the Real Property Records of Travis County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 7 03(A) hereof.

10 03 Interpretation The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be construed and governed under the laws of the State of Texas.

10 04 Exemption of Declarant Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

10 05 Assignment of Declarant Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other



person or entity in any of its privileges, exemptions, rights and duties hereunder Any such assignment must be in writing and filed of record in the Real Property Records of Travis County, Texas

10 06 Enforcement and Nonwaiver

(A) Right of Enforcement The Association, Architectural Committee, any Owner at his own expense, or Declarant will have the right to enforce the provisions of this Declaration This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision In addition, if any Owner fails to maintain his Lot as required, or in the event of an emergency, the Declarant, Association, or the Architectural Committee may enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Lot Entry upon a Lot as provided herein will not be deemed a trespass, and neither the Association, Architectural Committee nor Declarant will be liable for any damage resulting therefrom unless the damage is caused by the Association, Architectural Committee's or the Declarant's willful misconduct or gross negligence

(B) Nonwaiver The failure to enforce any provision of this Declaration will not constitute a waiver of the right thereafter to enforce that or any other provision

10 07 Construction

(A) Restrictions Severable The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision or portion thereof

(B) Singular Includes Plural Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine or neuter each includes the masculine, feminine and neuter

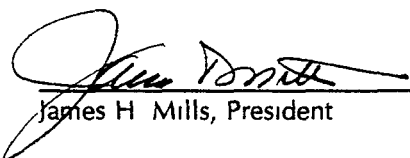
(C) Captions All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 8<sup>th</sup> day of January, 1997

Declarant

JACK'S POND LIMITED, a Texas limited partnership

By JP Management, Inc , a Texas corporation, General Partner

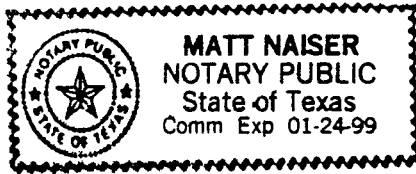
By  James H Mills, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8<sup>th</sup> day of January, 1997, by James H Mills, President of JP Management, Inc , a Texas corporation, General Partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said corporation and said partnership

(SEAL)



Matt Naiser  
Notary Public Signature

RETURN TO

Robert D Burton  
Strasburger & Price, L L P  
2600 One American Center  
600 Congress Avenue  
Austin, Texas 78701

**FILED**

97 JAN -9 AM 10: 51

DAVID CEJUVOR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me, and  
was duly RECORDED in the Volume and Page of the  
named RECORDS of Travis County Texas, on

COUNTY OF TRAVIS

JAN 9 1997



Kenneth DeBourcier  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**NOTICE OF ADDITION OF LAND TO  
JACK'S POND SECTION ONE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

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This Notice of Addition of Land to the Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions ("Notice of Addition") is made and executed by **JACK'S PLACE LIMITED**, a Texas limited partnership ("Declarant") and is as follows

1. This addition of land is filed with respect to Jack's Pond Section Three, a subdivision in Travis County, Texas, according to the map or plat thereof (the "Plat") recorded in Volume 102, Pages 8-11, Plat Records of Travis County, Texas (the "Land")

2. According to Section 9.02 of that one certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions dated January 8, 1997, recorded in Volume 12849, Page 95, Real Property Records of Travis County, Texas (the "Declaration"), upon the filing of the appropriate Notice of Addition, land may be added to the Declaration, and upon such addition, the Declaration and the covenants, conditions, restrictions and obligations set forth therein shall be the same with respect to the added land as with respect to the lands originally covered by the Declaration

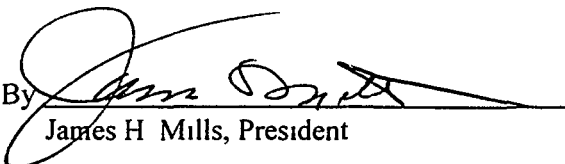
3. This Notice constitutes a notice of "Addition of Land" under Section 9.02 of the Declaration. The Land is hereby added to the Property as such term is defined in the Declaration and the covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Land. Any capitalized terms used and not otherwise defined in this Notice shall have the meaning set forth in the Declaration.

EXECUTED to be effective as of the 29<sup>th</sup> day of September, 1998

**DECLARANT**

JACK'S POND LIMITED, a Texas limited partnership

By JP Management, Inc.,  
a Texas corporation,  
General Partner

By   
James H. Mills, President

NOTICE OF ADDITION OF LAND TO  
JACK'S POND SECTION ONE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FILM CODE  
00005591044

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This Notice of Addition of Land to the Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions ("Notice of Addition") is made and executed by **JACK'S PLACE LIMITED**, a Texas limited partnership ("Declarant") and is as follows

1 This addition of land is filed with respect to Jack's Pond Section Two, a subdivision in Travis County, Texas, according to the map or plat thereof (the "Plat") recorded in Volume 98, Page 120-122, Plat Records of Travis County, Texas (the "Land")

2 According to Section 9.02 of that one certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions dated January 8, 1997, recorded in Volume 12849, Page 95, Real Property Records of Travis County, Texas (the "Declaration"), upon the filing of the appropriate Notice of Addition, land may be added to the Declaration, and upon such addition, the Declaration and the covenants, conditions, restrictions and obligations set forth therein shall be the same with respect to the added land as with respect to the lands originally covered by the Declaration

3 This Notice constitutes a notice of "Addition of Land" under Section 9.02 of the Declaration. The Land is hereby added to the Property as such term is defined in the Declaration and the covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Land. Any capitalized terms used and not otherwise defined in this Notice shall have the meaning set forth in the Declaration

EXECUTED to be effective as of the 17 day of June, 1997

**DECLARANT**

JACK'S POND LIMITED, a Texas limited partnership

By JP Management, Inc., a Texas corporation, General Partner

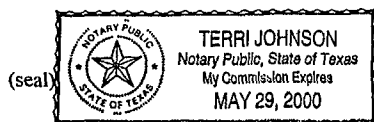
By Matt Naiser  
MATT NAISER, Vice President

THE STATE OF TEXAS

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§

COUNTY OF TRAVIS

This instrument was acknowledged before me on June 17, 1997, by ~~James H. Mills~~ Matt Naiser Vice President of JP Management, Inc., a Texas corporation, General Partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said limited partnership



Terri Johnson  
Notary Public Signature

AFTER RECORDING RETURN TO

Robert D. Burton, Esq.  
Armbrust Brown & Davis, L.L.P.  
100 Congress, Suite 1350  
Austin, Texas 78701

**STEWART TITLE AUSTIN, INC**  
ONE PARK NORTH  
8200 N MOPAC, STE #200

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12958 0280

## PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This Partial Assignment of Declarant's Rights (the "Partial Assignment") is made by Jack's Pond Limited, a Texas limited partnership ("Declarant"), and is as follows

### RECITALS

A. Declarant recorded that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions in Volume 12849, Page 0095, Real Property Records of Travis County, Texas (the "Declaration")

B. Declarant recorded that certain Amendment to Jack's Pond Section One Declaration of Covenants, Conditions, and Restrictions under Document No. 1999122050 in the official Public Records of Travis County, Texas (the "Amendment")

C. Section 2.05 of the Amendment grants Declarant the right to appoint and remove all members of each Architectural Committee and to partially or fully delegate such right to the Board by written instrument

D. Declarant desires to delegate its right to appoint the members of the Improvements Architectural Committee (as defined in the Amendment) as provided herein

NOW THEREFORE, Declarant hereby assigns to the Board its right to appoint and remove all members of the Improvements Architectural Committee only

All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration, as amended by the Amendment

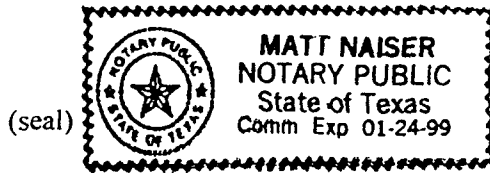
EXECUTED to be effective as of the 12th day of October, 1999

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on September 29, 1998, by James H Mills, President of JP Management, Inc , a Texas corporation, General Partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said limited partnership



Matt Naiser  
Notary Public Signature

AFTER RECORDING RETURN TO

Robert D Burton, Esq  
Armbrust Brown & Davis, L L P  
100 Congress, Suite 1300  
Austin, Texas 78701

DECLARANT

JACK'S POND LIMITED, a Texas limited partnership

BY: JP Management, Inc., a Texas corporation serving as general partner of Jack's Pond Limited

By   
James H. Mills, President

THE STATE OF TEXAS

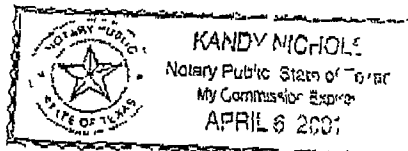
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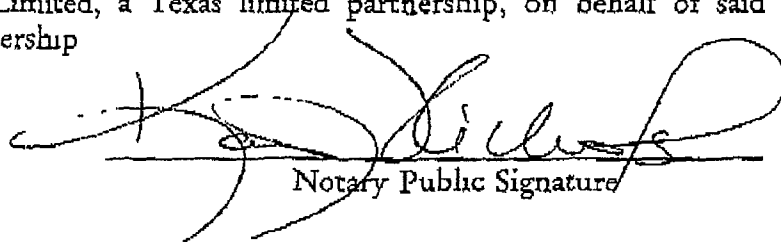
§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 12<sup>th</sup> day of October, 1999, by James H. Mills, President of JP Management, Inc., a Texas corporation serving as general partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said corporation and said limited partnership



  
Notary Public Signature


(SEAL)

AFTER RECORDING, RETURN TO

Adam I. Hauser  
Brown McCarroll & Oaks Hartline, L.L.P.  
111 Congress Avenue, Suite 1400  
Austin, Texas 78701  
(512/472-5456)

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

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10-20-1999 01:21 PM 1999125659  
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Dana DeBeauvoir, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

~~AMENDMENT TO JACK'S POND SECTION ONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS~~  
AMENDMENT TO JACK'S POND SECTION ONE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This Amendment to Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made by JACK'S POND LIMITED, a Texas limited partnership ("Declarant"), and is as follows

**RECITALS:**

A     Declarant recorded that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions in Volume 12849, Page 0095, Real Property Records of Travis County, Texas (the "Declaration"), which encumbers (i) certain real property located in Travis County, Texas, as more particularly described in the Declaration, (ii) certain real property described in that certain Notice of Addition of Land to Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions dated September 29, 1998 and recorded in Volume 13280, Page 0001, Real Property Records of Travis County, Texas; and (iii) certain real property described in that certain Notice of Addition of Land to Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions dated June 17, 1997 and recorded in Volume 12958, Page 280, Real Property Records of Travis County, Texas (collectively the "Property").

B     Section 10 02(A) of the Declaration provides that the Declaration may be amended by the Declarant, acting alone, until such time as Declarant no longer holds a majority of votes in the Association

C     Declarant presently holds a majority of votes in the Association and desires to amend the Declaration as provided herein.

NOW THEREFORE Declarant hereby amends and modifies the Declaration as follows

1     Amendment to Article I. Sections 1.01 and 1 02 of Article I are hereby deleted in their entirety and the following are substituted in their respective places.

1 01   Architectural Committee. "Architectural Committee" means the committee(s) created under this Declaration to review and approve plans for the construction of Improvements upon the Property.



1.02 Architectural Committee Rules "Architectural Committee Rules" means the rules and regulations adopted by each respective Architectural Committee, as amended from time to time.

2. Amendment to Article II Article II of the Declaration is deleted in its entirety and the following is substituted in its place

## ARTICLE II ARCHITECTURAL COMMITTEES

2.01 Architectural Committees. There shall be at least two (2) independent and separately operated Architectural Committees, as follows: (i) the Improvements Architectural Committee (the "Improvements AC"); and (ii) the New Construction Architectural Committee (the "New Construction AC") Each Architectural Committee shall consist of not more than seven (7) voting members. The initial voting members of the Improvements AC and the New Construction AC shall be designated by Declarant. The Improvements AC shall, with respect to the Lots located within the Property on which a single family residence exists as of the date this Amendment is recorded in the real property records of Travis County, Texas, have the sole and exclusive authority to review and approve Plans and Specifications for the construction of Improvements, adopt procedural and substantive rules, grant variances, enforce the provisions of the Declaration and take any other action authorized by this Declaration. The New Construction AC shall, with respect to (i) all other Lots on the Property (which are not specified above to be within the control of the Improvements AC) and (ii) any land added to the Property after the date this Amendment is recorded in the real property records of Travis County, Texas, pursuant to Section 2.02, have the sole and exclusive authority to review and approve Plans and Specifications for the construction of Improvements, adopt procedural and substantive rules, grant variances, and take any other action authorized by this Declaration.

2.02 Action by Architectural Committee. Items presented to each Architectural Committee (which are within the scope of authority of such committee) will be decided by a majority vote of the voting members of such Architectural Committee.

2.03 Advisory Members The voting members of each Architectural Committee may, from time to time, designate (and remove) advisory members to serve on such Architectural Committee without voting powers.

2.04 Term. Each member of each Architectural Committee will hold office until he resigns or is removed and his successor is appointed as provided herein. In the event of death or resignation of any voting member of an Architectural Committee created herein, the remaining voting member or voting members of such Architectural

Committee shall have full authority to act until a replacement voting member or voting members of such Architectural Committee have been designated.

2.05 Declarant's Rights of Appointment. Declarant, its successors or assigns may appoint and remove all members of each Architectural Committee until such time as Declarant no longer owns any portion of the Property. Declarant may (partially or fully) delegate this right to the Board by written instrument. After Declarant has fully delegated all such rights of appointment or after Declarant no longer owns any portion of the Property, the Board shall have the right to appoint and remove all voting members of each Architectural Committee.

2.06 Adoption of Rules. Each Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary for the performance of its duties, including a building code, a fire code, a housing code, and other similar codes as it may deem necessary or desirable.

2.07 Review of Proposed Construction Whenever the approval of an Architectural Committee is required, the authorized Architectural Committee (as designated pursuant to Section 2.01) will have the right to consider all Plans and Specifications for the Improvement or proposal in question and all other information which it deems relevant. Except as otherwise provided herein, prior to the commencement of construction of any Improvement, or any alteration, addition, removal or repair other than normal maintenance, which in any way alters the exterior appearance of any Improvement, the Plans and Specifications therefor must be submitted to the authorized Architectural Committee, and the construction, alteration, addition, removal or repair may not commence until such Architectural Committee has approved the Plans and Specifications in writing. The foregoing notwithstanding, the construction, alteration, addition, repair or removal of any Improvement on the Property by Declarant is exempt from this Article. The authorized Architectural Committee may impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision. The authorized Architectural Committee will consider and act upon any Plans and Specifications submitted for approval and perform any other duties assigned to it by this Declaration. Until receipt by any Architectural Committee of all information or documents it deems necessary, such Architectural Committee may postpone review of any Plans and Specifications submitted for approval. The decision of any authorized Architectural Committee will be final and binding so long as it is made in good faith. The Architectural Committees are not responsible for inspecting any proposed Improvement, nor will approval by any Architectural Committee of any Plans or Specifications be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

2.08 Actions of an Architectural Committee Each Architectural Committee may, by resolution, unanimously adopted in writing, designate one of its members or an agent acting on its behalf to take any action or perform any duties on its behalf. In the absence of such designation, the vote of a majority of all the voting members of an Architectural Committee, without a meeting, will constitute an act of that Architectural Committee.

2.09 Failure of Architectural Committee to Act In the event the authorized Architectural Committee fails to respond to a request for approval of the Plans or Specifications within thirty (30) days of receipt of all required information, such Architectural Committee shall be deemed to have approved such Plans and Specifications.

2.10 No Waiver of Future Approvals The approval or consent of any Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring approval will not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

2.11 Work in Progress Each Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. If there is a material deviation from the approved Plans and Specifications in any completed Improvements, those Improvements will be in violation of this Article to the same extent as if erected without prior approval of the appropriate and authorized Architectural Committee. Each Architectural Committee or any Owner may maintain an action at law or in equity for the removal or correction of any non-conforming Improvement and, if successful, may recover from the Owner of the non-conforming Improvement all costs, expenses and fees incurred in the prosecution thereof.

2.12 Nonliability of Architectural Committee Members No Architectural Committee, nor any member thereof, will be liable to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of any Architectural Committee's duties under this Declaration.

2.13 Address Plans and Specifications will be submitted to each respective Architectural Committee in care of Jack's Pond Limited, P O. Box 411, Georgetown, Texas 78627, or such other address as may be designated from time to time.

2.14 Termination of New Construction AC The New Construction AC shall automatically terminate when residences have been substantially constructed on all Lots located on the Property and all other real property subsequently added to this Declaration and the Owners have moved into such residences.

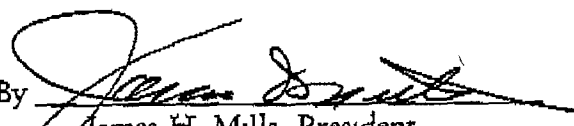
3. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the 12 day of October, 1999.

DECLARANT

JACK'S POND LIMITED, a Texas limited partnership

BY: JP Management, Inc., a Texas corporation serving as general partner of Jack's Pond Limited

By   
James H. Mills, President

THE STATE OF TEXAS

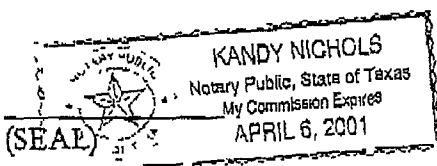
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 12 day of October, 1999, by James H. Mills, President of JP Management, Inc., a Texas corporation serving as general partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said corporation and said limited partnership



  
Notary Public Signature

AFTER RECORDING, RETURN TO

Adam I. Hauser  
Brown McCarroll & Oaks Hartline, L.L.P.  
111 Congress Avenue, Suite 1400  
Austin, Texas 78701

**COPY**

RESOLUTIONS OF THE BOARD OF DIRECTORS  
ADOPTING RULES FOR BRATTONWOOD COMMUNITY, INC

I, Laurie Shaw, Secretary of Brattonwood Community, Inc., a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify that the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 2<sup>nd</sup> day of March, 2003 there was duly and legally held meeting of said Board of Directors at which a quorum of the Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules

- 1) "Nonassessment items first All monies received from an owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorneys fees, user fees, damages, etc , regardless of notations on checks and transmittal letters "
- 2) Standard Violation Process  
1<sup>st</sup> Violation - Warning  
2<sup>nd</sup> Violation - Warning  
3<sup>rd</sup> Violation with Fine - \$25 00  
4<sup>th</sup> Violation with Fine - \$50 00  
5<sup>th</sup> Violation with Fine - \$100 00  
Continuous Violations thereafter - \$100 00
- 3) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted

Approved this 2<sup>nd</sup> day of March, 2003

Brattonwood Community, Inc

By Laurie Shaw  
Title Secretary

FURTHER RESOLVED, that these rules shall be effective upon execution

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation, this  
3<sup>rd</sup> day of March 2003

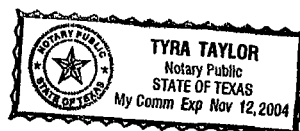
Laurie Shaw  
Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on 3/3/03  
by Laurie Shaw, in the capacity stated above

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3<sup>rd</sup> day of  
March 2003



[Signature]  
Notary Public

After recording, please mail to Alliance Association Management  
600 Round Rock West Drive Suite #601  
Round Rock, Texas 78681



NOV 23 2015

RESOLUTIONS OF THE BOARD OF DIRECTORS  
ADOPTING RULES FOR  
BRATTONWOOD COMMUNITY, INC.

I, Helen Carley, President of Brattonwood Community, Inc. a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify that the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 19th day of November, 2014 there was duly and legally held meeting of said Board of Directors at which a quorum of the Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted:

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules:

- 1) "Nonassessment items first. All monies received from an owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorneys fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."
- 2) Standard Violation Process:  
1<sup>st</sup> Violation – Warning of Fine, certified mail (Per Property Code Ch. 209)  
2<sup>nd</sup> Violation with Fine - \$25.00  
3<sup>rd</sup> Violation with Fine - \$50.00  
4<sup>th</sup> Violation with Fine - \$100.00  
Continuous Violations thereafter - \$100.00
- 3) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted.

Approved this 14 day of OCTOBER, 2015.

Brattonwood Community, Inc.

By: Helen Carley  
Title: PRESIDENT

FURTHER RESOLVED, that these rules shall be effective upon execution.

IN WITNESS WHEREOF, I have hereunto set my hand as Witness, this 14 day of October, 2015.

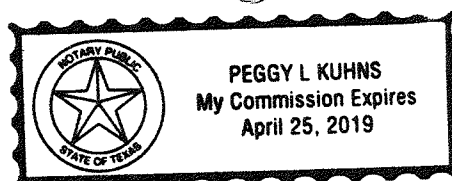
ACKNOWLEDGEMENT

THE STATE OF TEXAS  
COUNTY OF Davis

This instrument was acknowledged before me on October 14, 2015  
by Helen Carley in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of October, 2015.

Peggy L Kuhns  
Notary Public



↓  
After Recording, please mail to:  
Brattonwood HOA  
9600 Great Hills TR. #100E  
Austin TX 78759

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

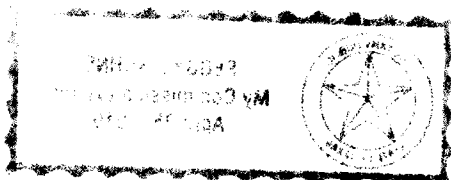
*Dana DeBeauvoir*

Nov 05, 2015 04:05 PM 2015178255

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Dana DeBeauvoir, County Clerk

Travis County TEXAS





TRV

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**RESOLUTIONS OF THE BOARD OF DIRECTORS  
ADOPTING RULES FOR  
BRATTONWOOD COMMUNITY, INC.**

I, Yancey Young, President of Brattonwood Community, Inc. a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify that the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 17th day of February 2016 there was duly and legally held meeting of said Board of Directors at which a quorum of the Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted:

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules:

- 1) "Nonassessment items first. All monies received from an owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorney's fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."

2) Standard Violation Process:

First Violation -- Courtesy Letter Warning

Second Violation -- Warning of Fine, certified mail (Per Property Code Ch. 209)

Third Violation with Fine -- \$100.00

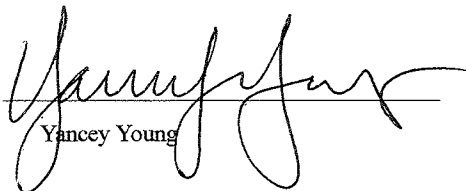
Fourth Violation with Fine -- \$150.00

Continuous Violations thereafter -- \$200.00

- 3) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted.

Approved this 27 day of February, 2016.

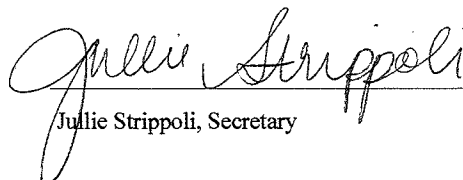
Brattonwood Community, Inc.

By:   
Yancey Young

Title: President, Brattonwood Community, Inc.

FURTHER RESOLVED, that these rules shall be effective upon execution.

IN WITNESS WHEREOF, I have hereunto set my hand as Witness, this 27<sup>th</sup> day of February, 2016.

  
Julie Strippoli, Secretary



AFTER RECORDING RETURN TO:  
Brattonwood HOA  
9600 Great Hills Trail, Suite 100E  
Austin TX 78759

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Mar 11, 2016 02:42 PM 2016036598

GONZALES: \$30.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT AND CONSOLIDATION OF RULES AND REGULATIONS  
OF  
BRATTONWOOD COMMUNITY, INC.**

**Document reference.** Reference is hereby made to that certain Declaration of Covenants Conditions and Restrictions filed in Vol. 12849 Page 95 of the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to Bylaws ("**Bylaws**"), Articles of Incorporation ("**Articles**") and Rules ("**Rules**") filed of record as document no. 2003101651 of the Official Public Records of Travis County, Texas.

**THE RULES FILED HERewith CONSOLIDATE, AND REPLACE AND SUPERSEDE ALL PREVIOUS RULES.**

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Brattonwood Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Declaration §7.04 and/or State law, and has previously adopted the Rules; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to replace and supersede the previously adopted Rules;

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

**BRATTONWOOD COMMUNITY, INC.**  
Acting by and through its Board of Directors

Signature: K. O'Brien  
Printed Name: Kerry O'Brien  
Title: President  
Date: 7/29/13

Exhibit "A": Additional Rules

Acknowledgements

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 29 day of July,  
20 13, by Kerry O'Brien in the capacity stated above.

Sarah M. Demattos  
Notary Public, State of Texas



## EXHIBIT "A"

### TABLE OF CONTENTS

<b>Section I.</b>	<b>Flags</b>
<b>Section II.</b>	<b>Solar Energy Devices</b>
<b>Section III.</b>	<b>Rain Barrels and Rainwater Harvesting Systems</b>
<b>Section IV.</b>	<b>Xeriscaping</b>
<b>Section V.</b>	<b>Religious Displays</b>
<b>Section VI.</b>	<b>Record Production</b>
<b>Section VII.</b>	<b>Record Retention</b>
<b>Section VIII.</b>	<b>Payment Plans</b>
<b>Section IX.</b>	<b>Voting</b>
<b>Section X.</b>	<b>Transfer Fees</b>
<b>Section XI.</b>	<b>Email Addresses</b>
<b>Section XII.</b>	<b>Enforcement: Standard Process</b>

### SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Committee (AC). An Owner desiring to display a permitted flag must submit plans to the AC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's AC shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
  - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
  - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - h. Only all-weather flags may be displayed during inclement weather.
  - i. Flags must be no larger than 3'x5' in size.
  - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
  - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.

4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the AC) used in the construction of the mount or flagpole and harmonious with the dwelling.
5. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
  - a. No more than one flagpole may be installed on a Lot;
  - b. The flagpole must be free-standing and installed vertically;
  - c. The flagpole must be no greater than 20 feet in height measured from grade level;
  - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
  - e. Unless otherwise approved by the AC, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The AC may require the pole to be installed on a particular side or otherwise require a particular location;
  - f. No trees may be removed for pole installation; and
  - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

## **SECTION II. SOLAR ENERGY DEVICES**

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the AC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:

- a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association;
  - d. are located in an area owned in common by the members of the Association;
  - e. are located in an area on the property Owner's property other than:
    - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii. in a fenced yard or patio owned and maintained by the Owner;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the AC; or
  - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the AC may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street. The AC may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>1</sup>;
  - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Additional provisions regarding shingles. Except as otherwise authorized in writing by the AC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the AC will not deny an application for shingles if the shingles are:
- a. Designed primarily to:
    - i. be wind and hail resistant;
    - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
    - iii. provide solar generation capabilities; and
  - b. When installed:
    - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
    - iii. match the aesthetics of the property surrounding the Owner's property.

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<sup>1</sup> If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the AC of all energy production calculations. All calculations must be performed by an industry professional.

### **SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

1. **Pre Approval Required.** Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. **Prohibited Locations.** Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
  - a. on property owned by the Association;
  - b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. **Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems.** Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the AC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. **Color and Other Appearance Restrictions.** Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
  - a. are of a color other than a color consistent with the color scheme of the Owner's home;
  - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
  - c. are not constructed in accordance with plans approved by the Association.
5. **Additional Restrictions if Installed in Side Yard or Improvements are Visible.** If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

### **SECTION IV. XERISCAPING**

1. **Philosophy:** Xeriscaping means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. The Association will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.
2. **Approval for changes, plan submittal:** Prior to initiating any change in the visible landscape, the homeowners must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The Architectural Control Committee (ACC) may request additional information or changes to the plans before final approval. Installation of any proposed xeric landscape may not begin until the ACC has approved the request.

landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street. Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil. Efficient irrigations systems must be planned. Irrigation for xeriscape zones must be different than for turf zones. Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area. Organic mulches such as bark chips must be applied at least 3" deep and maintained at all times at least 2" deep. Inorganic mulches such as crushed rock must be applied at least 3" deep and maintained at all times at least 2" deep.

4. Turf Grass: At least 60% of the visible lawn area of the Lot must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.

Homeowners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

Artificial turf is prohibited absent a variance from the ACC, which may be granted or denied in the sole discretion of the ACC. However the ACC shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.

5. Plants: It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used. i.e., don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced. Planting of only non-invasive plants.
6. Hardscapes, rock, gravel, cactus: The ACC may prohibit or limit the size and number of hardscape items including boulders. The ACC may prohibit or limit installation of rock ground cover (including gravel, and crushed stone). The ACC may prohibit or limit installation of cacti.
7. Borders: Non-turf planted areas must be bordered with an approved bordering material to define the xeriscaped area clearly from turfed areas. Such areas must be kept maintained at all times (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.
8. Safety: No plant with thorns, spines, or sharp edges may be used within 6' of a sidewalk or street.
9. Maintenance: Xeric landscapes are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Xeriscape designs are not intended to be "zero maintenance"; in fact they often require more effort than turf throughout the year. Plants must be trimmed, beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.
10. General Maintenance of Lot; Landscape alterations: For all alterations to Lots or any improvements existing on Lots, including landscape alterations, plans must be submitted for approval from the ACC. (However, replacement of dead or dying landscape with plants of the same size and type does not require prior approval. But adding beds, changing a bed to a xeriscape area, and other such changes require prior approval).

All Lots (including areas between a Lot and the street) must be maintained in a neat and attractive appearance. Dead or dying landscaping, including trees and shrubbery, must be removed. Weeds must be reasonably controlled. Mowing of grass areas, including along fence lines, must be performed on a regular basis. Repairs (including painting, replacement of rotting wood, and other repair items necessary to maintain the appropriate aesthetics of the property) must be performed in a timely manner. No condition may be allowed to remain on a Lot that represents a safety hazard, an unsightly condition, or an annoyance to others (including no brush piles and no trash or other debris on a Lot.) The board in its sole reasonable discretion will determine whether a condition violates the maintenance standards.



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All Lots (including areas between a Lot and the street) must be maintained in a neat and attractive appearance. Dead or dying landscaping, including trees and shrubbery, must be removed. Weeds must be reasonably controlled. Mowing of grass areas, including along fence lines, must be performed on a regular basis. Repairs (including painting, replacement of rotting wood, and other repair items necessary to maintain the appropriate aesthetics of the property) must be performed in a timely manner. No condition may be allowed to remain on a Lot that represents a safety hazard, an unsightly condition, or an annoyance to others (including no brush piles and no trash or other debris on a Lot.) The board in its sole reasonable discretion will determine whether a condition violates the maintenance standards.

## **SECTION V. RELIGIOUS DISPLAYS**

1. **General.** State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. **Prohibited Items.** No religious item(s) displayed in an entry area may:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. contain language, graphics, or any display that is patently offensive to a passerby;
  - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
  - e. extend past the outer edge of the door frame of the door; or
  - f. have a total size (individually or in combination) of greater than 25 square inches.
3. **Remedies for Violation of this Section.** Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. **Seasonal Religious Holiday Decorations.** This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.
5. **Other displays.** Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

## **SECTION VI. RECORD PRODUCTION**

1. **Effective Date.** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. **Request for Records.** The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
  - a. sufficient detail to describe the books and records requested, and
  - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. **Timeline for record production.**
  - a. **If inspection requested.** If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
  - b. **If copies requested.** If copies are requested, the Association will produce the copies within 10 business days of the request.
  - c. **Extension of timeline.** If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. **Format.** The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. **Charges.** Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of the time of drafting, a summary of the maximum permitted charges for common items are:
  - a. Paper copies - 10¢ per page
  - b. CD - \$1 per disc
  - c. DVD - \$3 per disc
  - d. Labor charge for requests of more than 50 pages - \$15 per hour
  - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. **Private Information Exempted from Production.** Per state law, the Association has **no obligation** to provide information of the following types:
  - a. Owner violation history
  - b. Owner personal financial information
  - c. Owner contact information other than the owner's address
  - d. Information relating to an Association employee, including personnel files
8. **Existing Records Only.** The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

## **SECTION VII. RECORD RETENTION**

1. **Effective Date.** Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. **Conflict with Other Provisions.** Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. **Record Retention.** The Association will keep the following records for at least the following time periods:
  - a. Contracts with terms of at least one year; 4 years after expiration of contract
  - b. Account records of current Owners; 5 years
  - c. Minutes of Owner meetings and Board meetings; 7 years
  - d. Tax returns and audits; 7 years
  - e. Financial books and records (other than account records of current Owners); 7 years
  - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. **Other Records.** Records not listed above may be maintained or discarded in the Association's sole discretion.

## **SECTION VIII. PAYMENT PLANS**

1. **Effective date.** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. **Eligibility for Payment Plan.**

**Standard payment plans.** An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only if*:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

**Other payment plans.** An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
- a. Term. Standard Payment Plans are for a term of 3 months. (See also Paragraph 6 for Board discretion involving term lengths.)
  - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (automated/auto debit) payments under any plan.
  - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
  - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 18% all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
  - e. Contact information. The Owner will provide relevant contact information and keep same updated.
  - f. Additional conditions. The Owner will comply with such additional conditions as stated in the plan document.
  - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.
- Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).
6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so

long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

#### **SECTION IX. VOTING**

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

#### **SECTION X. TRANSFER FEES**

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

## **SECTION XI. EMAIL ADDRESSES**

1. **Email Addresses.** An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. **Updating Email Addresses.** An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

## **SECTION XII.** **ENFORCEMENT; STANDARD PROCEDURES**

### **Summary of Collection Process**

1. Assessments due within 30 days of due date (or invoice date if no due date stated)
2. Interest at 18% charged as of date of delinquency
3. Late fee assessed in an amount determined by the board
4. Courtesy notice sent via email or mail, giving 30 days to pay
5. Certified mail notice sent providing final warning/notice as required by statute
6. Account turned over to attorney for formal collection action

*The Board may vary from this policy on a case by case basis, including shortening or lengthening time periods for payment or eliminating or providing additional courtesy notices, provided that all statutory notice requirements are met.*

### **Summary of (Non-Monetary Violation) Enforcement Process**

1. Courtesy letter
2. Certified mail notice letter (statutory notice letter)
3. Damage assessments as appropriate; fines levied as appropriate per fining schedule

*The Board may vary from this policy on a case by case basis, including increasing or decreasing fines, sending additional, or omitting, courtesy notices, and other such variations, provided that all statutory notice requirements are met.*

### **Collection policy:**

1. **Purpose.** The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.

2. Scope. This policy applies to all “Members” of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.

3. The Policy.

- a. Introduction. The Association’s primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Association residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and attorney’s fees. The Association further has a lien for all costs of self-help remedies (Declaration §7.04(E)).

- b. Due Dates. All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
  - c. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the Board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. Delinquency/Collection. Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
    - a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 18% per annum, until paid in full. In addition to interest a late fee in an amount as determined from time to time by the Board may be assessed. The owner is responsible for all costs of collection including attorneys fees.
    - b. Courtesy Notice of Delinquency. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately – no later than 30 days after the date of the letter.
    - c. Final Letter After Courtesy Notice. If payment in full or other mutually-satisfactory payment arrangements are not made promptly in response to the courtesy notice, the Association, acting through its managing agent, shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney.)
    - d. Formal Collection Action. After the expiration of the 30-day cure period provided by law (§209.0064, Texas Property Code), the account shall be turned over to the Association’s attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association’s lien against the Lot, all in accordance with state-law notice and procedural requirements.

The Board of Directors of the Association is charged with the duty of overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay. This standardized collection policy is in the best interest of ensuring that collection procedures are applied consistently.

- e. Authority to Vary from Policy. In handling Delinquent amounts due, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.
- f. Payment plans. Payment plans shall be offered as described in the Association's payment plan rule.
- g. Managing agent authorization. If Association has engaged the services of a management company for the Association, to perform day-to-day administrative tasks on behalf of the Association, the management company is granted authority to carry out this policy including to communicate with legal counsel retained by the Association and to authorize collection work by such legal counsel on behalf of the Association, without further vote or action of the Board. This authority notwithstanding, the management company representative shall communicate with the Board and/or certain designated officers on a routine basis with regard to collection actions, and the Board reserves the right to establish further policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate.

5. Non-monetary violations.

- a. Notices of Violation: Prior to levying a property **damage assessment** against an owner, **fining** an owner, or **suspending the owner's usage rights** to the common area due to a violation, the Association shall comply with the notice requirements of Ch. 209, Texas Property Code.

The management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt requested giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.<sup>2</sup>

The Board may deviate from this standard procedure, including instructing the managing agent to omit or add courtesy warning(s), in its sole discretion.

- b. Damage assessment; enforcement costs. The Association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The owner may be held responsible for all enforcement costs, including attorney's fees.

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<sup>2</sup> If such a notice has been given in past for a violation, and a similar violation occurs in the six month period since the notice, per state law the notice sent need not include an opportunity to cure.



- c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), or if a notice and opportunity to cure have been given for a similar violation within the last six months (so that there is no additional right to cure) a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board (for example, the Board may vary from this fine schedule case by case, or the Board may adopt an alternate fine schedule by resolution). Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation (each day of the violation may be considered a separate violation). Subsequent fines shall issue in increasing \$25 increments (capped at \$100) for each additional violation notice given when the violation remains. For example, absent Board approval otherwise:

- i. First notice: courtesy warning
- ii. Second notice: certified mail letter (per Property Code Ch. 209) warning of fine
- iii. Third notice: \$25 fine (daily or one-time)
- iv. Fourth notice: \$50 fine (daily or one-time)
- v. Fifth notice: \$100 fine (daily or one-time)
- vi. Subsequent notices: \$100 fine (daily or one-time)

Each day of the violation may be considered a separate violation. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine at any time, or omitting or adding one or more courtesy notices, in its sole discretion, provided that at minimum all state law requirements are met

- d. Hearings. If a Member requests a hearing by the deadline outlined in the certified mail (Chapter "209") violation letter, the hearing shall be held in accordance with state law. The Board shall inform the owner of the time, date, and place of the hearing at least 10 days prior to the scheduled hearing date. The Board may impose rules of conduct and limit the amount of time allotted to a Member to present his or her information to the Board at any such hearing. The Board may either make its decision at the hearing, or take any matter discussed at the hearing under advisement and communicate its decision at a later date.
- e. Force mows and other self-help enforcement action. Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out force mow or self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents. (Declaration §7.04(E)).
- f. Authority of agents. The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law

Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

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**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

August 01 2013 03:22 PM

FEE: \$ 80.00 **2013144201**

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

**AMENDMENT OF RULES AND REGULATIONS  
OF  
BRATTONWOOD COMMUNITY, INC.**

*(Related to Standby Electric Generators & Deed Restriction Enforcement)*

**Document reference.** Reference is hereby made to that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions, filed as Vol. 12849 Pg. 0095 in the Real Property Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to Section XII in the Amendment and Consolidation of Rules and Regulations of Brattonwood Community, Inc., filed as Document No. 2013144201 in the Official Public Records of Travis County, Texas (the "**Current Enforcement Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Brattonwood Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations related to administrative matters and has previously adopted the Current Enforcement Rules;

WHEREAS the Association's Architectural Committee (the "**AC**") is authorized to adopt rules and regulations related to improvements and structures on lots within the community; and

WHEREAS the AC has voted to adopt the Standby Electric Generator Rule and the Board has voted to adopt the Enforcement Policy, both attached as Exhibit "A";

THEREFORE the additional rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED, and the Current Enforcement Rules are REPLACED and SUPERCEDED by the Enforcement Policy contained in Exhibit "A".

Subject solely to the amendments contained in Exhibit "A", all of the rules of the Association remain in full force and effect.

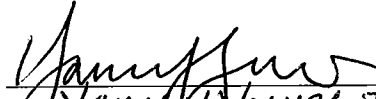
**BRATTONWOOD COMMUNITY, INC.**

Acting by and through its Board of Directors  
and its Architectural Committee

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Yancy Young, President  
President

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

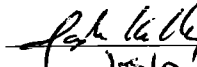
  
Josh Kallouy, VP  
AC Member

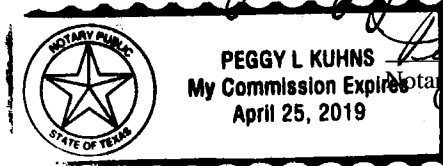
Exhibit "A": Standby Electric Generators Rule and Enforcement Policy

Acknowledgements

STATE OF TEXAS §

COUNTY OF Harris §

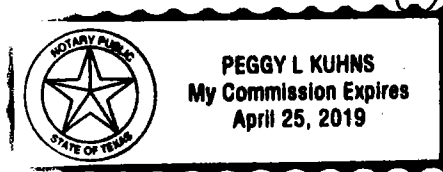
This instrument was executed and acknowledged before me on the 18 day of November, 2015, by Pamela Young in the capacity stated above.



STATE OF TEXAS §

COUNTY OF Harris §

This instrument was executed and acknowledged before me on the 18 day of November, 2015, by John Kellogg in the capacity stated above.



## EXHIBIT "A"

### STANDBY ELECTRIC GENERATORS

1. General. Unless otherwise approved in writing by the Architectural Committee (the "AC"), which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator except in compliance with this rule.
2. Scope of Rule. A standby electric generator is the only device that may be used to provide backup electric service to a residence. A "standby electric generator" means a device that converts mechanical energy to electric energy and is:
  - a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
  - b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
  - c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
  - d. Rated for a generating capacity of not less than seven (7) kilowatts; and
  - e. Permanently installed on a lot.
3. Conflict with Other Provisions. Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association's governing documents.
4. Prior Approval Required. Prior to the installation of any standby electric generator or any part thereof, an owner must receive written approval of the AC. Owners wishing to install standby electric generators must submit plans and specifications to the AC. The following requirements apply to plans and specifications:
  - a. An owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side lot line.
  - b. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.
5. Installation. The following installation requirements apply to standby electric generators:
  - a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
  - b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
  - c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
  - d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
  - e. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
  - f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.
6. Maintenance. The following maintenance requirements apply to standby electric generators:

- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
- b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
- c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.

7. Location. The following requirements apply to the location of a standby electric generator:

- a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home). The generator may not be visible from a street, any common area, or the ground level of another lot unless it is screened in compliance with section 8.
- b. The AC may, in its sole discretion, grant a variance to allow the generator to be located in an area other than as described in subsection (a) if the AC deems that a variance is appropriate as a result of topographical or other issues and a plan for adequate screening of the generator is submitted and approved.
- c. The AC will grant a variance allowing the generator to be installed in a location other than as required under subsection (a) if the owner can document in a format reasonably acceptable to the AC that locating the generator in the rear yard will increase the installation cost by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. Even if such a variance is granted, the screening requirements outlined in section 8 must be met.
- d. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.
- e. No portion of the generator may be installed within any applicable setback.

8. Screening. Owners must completely screen a standby electric generator from view if the generator is:

- a. Visible from the street faced by the dwelling;
- b. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned or maintained by the Association;  
or
- c. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned or maintained by the Association.

Submitted plans must include as-installed dimensions and types of all landscaping to be used for screening and the color, materials, and dimensions of any proposed screening materials and/or structures.

9. Allowable Use. A standby electric generator may not be used to generate all or substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

## **ENFORCEMENT POLICY**

### **Summary of Enforcement Policy**

1. Send Courtesy Warning Letter (curable violations only - optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

*The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the deed restrictions other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged Association property.

2. **Violation Notices.**

- i. Courtesy Warning Letter (curable violations only). Upon becoming aware of a deed restriction violation that is curable (*see* Section 3(i) below) and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.
- ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:
  - A. Levy a fine;
  - B. Suspend the owner's right to use common area, if allowed under the governing documents; and/or
  - C. Charge the owner for damage to common area.

Any such action shall be initiated by sending a 209 Violation Notice to the owner. The 209 Violation Notice shall:

- A. Be in writing and sent certified mail to the most current owner address shown on the Association's records;
- B. Describe the violation or property damage at issue;
- C. State the amount of any fine or property damage charge levied against the owner and the deadline for payment;
- D. If the violation is curable and does not pose a threat to public health or safety, state a reasonable, specific date by which the owner may cure the violation and avoid any fine levied in the 209 Violation Notice; (there is no right to cure if the violation is incurable, poses a threat to health or safety, or involves damage to property);
- E. Inform the owner that he has a right to request a Board hearing to discuss the enforcement action on or before the 30<sup>th</sup> day after the notice was mailed to the owner (*see* Section 6 below);
- F. Inform the owner that he will be responsible for attorney fees and costs incurred in relation to the violation if the violation continues after a specific date; such fees and costs

- may be assessed to the owner's account after a hearing is held or, if a hearing is not requested, after the deadline for requesting a hearing has passed<sup>1</sup>;
- G. Inform the owner that he may have special rights or relief related to enforcement under federal law, including the Servicemembers Civil Relief Act; and
- H. Otherwise comply with Section 209 of the Texas Property Code and state law.

- iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

### 3. **209 Violation Notices – Curable vs. Uncurable Violations.**

- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.
- ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

### 4. **209 Violation Notices -- When a fine or damage assessment may be imposed after levy; Board hearings.**

- i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine levied in the 209 Violation Notice shall be waived. If the owner fails to cure the violation by the deadline, any fine levied in the 209 Violation Notice shall be imposed after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.
- ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.
- iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (*See* Section 2(iii) – Subsequent Violations, above.)

### 5. **Standard Fine Schedule.** Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation. The Board also may change the fine amounts in this Standard Fine Schedule at any time by resolution, with no need to formally amend this Enforcement Policy.*

#### i. Curable Violations.

- A. Courtesy Warning Notice: No fine.

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<sup>1</sup> This notice is required only if the association wishes to charge attorneys fees and costs to the owner's account.



B. 209 Violation Notice: \$25.00 fine (daily/weekly or one-time); and/or Suspension of common area usage rights, if allowed under the governing documents.

C. Subsequent Violation Notices: \$50.00 fine (daily/weekly or one-time);  
\$100.00 fine (daily/weekly or one-time);  
\$125.00 fine (daily/weekly or one-time);  
(Increases \$25.00 for each additional notice).

ii. Uncurable Violations.

A. 209 Violation Notice: \$50.00 fine; or  
Property damage assessment.

B. Subsequent Violation Notices: \$75.00 fine;  
\$100.00 fine;  
\$125.00 fine;  
(Increases \$25.00 for each additional notice).

6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held in accordance with Section 209.007 of the Texas Property Code. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.
7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
9. **Force mows and other self-help enforcement action.** Notwithstanding other language herein, the management company, Association attorney, and other authorized agents of the Association are granted authority to carry out force mows or other self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents.
10. **Owners as Responsible Party.** If a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.

**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

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**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

November 24 2015 10:32 AM

FEE: \$ 54.00 2015187077

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS  
OF  
BRATTONWOOD COMMUNITY, INC.**

*(Related to Turf Grass, Trash Receptacles, and Fencing)*

**Document reference.** Reference is hereby made to that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions, filed as Vol. 12849 Pg. 0095 in the Real Property Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to the Amendment and Consolidation of Rules and Regulations of Brattonwood Community, Inc., filed as Document No. 2013144201 in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Brattonwood Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations related to administrative matters and has previously adopted the Rules;

WHEREAS the Association's Architectural Committee (the "**AC**") is authorized to adopt rules and regulations related to improvements and structures on lots within the community; and

WHEREAS the AC and the Board have voted in a manner consistent with the requirements under the Association's Declaration to amend the Rules as provided herein;

THEREFORE the Rules have been, and by these presents are, AMENDED and ADOPTED as follows:

**1. By AMENDING Section IV, Paragraph 4 to read in its entirety as follows:**

"4. Turf Grass: At least 40% of the visible lawn area of the Lot must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.

Homeowners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

Artificial turf is prohibited absent a variance from the ACC, which may be granted or denied in the sole discretion of the ACC. However, the ACC shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street."

**2. By ADDING a new Section XIII concerning Covered Trash, Refuse, and Recycling Containers to read as follows:**

"Covered containers containing refuse, garbage, or trash must be removed from street view, and screened from view, in all directions and from neighboring Lots on or before eighteen hours after such covered container has been emptied by waste service collection."

**3. By ADDING a new Section XIV concerning Maintenance and Construction of Fences to read as follows:**

“Each owner shall have the duty, at his own cost and expense, to maintain, repair, and replace any fence situated on or appurtenant to his lot, such that it abides by the requirements stated in the Declaration, Association Restrictions, or the Rules. When a fence acts as a boundary fence that separates two owners’ yards, the owners share a joint duty to maintain, replace, and repair the fence such that it abides by the requirements of the Association. Any fence separating two owners’ yards is presumed to be a boundary fence unless a current survey is submitted to the AC or the Board demonstrating that the fence in question is wholly situated on only one lot.

All new fences and fence replacements must be approved by the Architectural Committee. The construction of fences on any Lot proposed for residential use shall be of wood or masonry construction, or a combination thereof. Chain-link fences shall not be permitted. All Lots with wood fencing shall be fenced so that, for any portion of the fence that is visible from the street, the slats shall face the street. No fence shall exceed 8 feet in height. Notwithstanding the foregoing, the Architectural Committee may in its discretion permit the construction of any proposed fence, modify the requirements as to how the slats of a wood fence shall face, specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

Owners with property directly adjacent to the Bratton Lane Lots 1 through 7, Block A, and Lot 11, Block I as well as owners of property adjacent to the drainage pond at Bratton Lane Lots 1 through 11, Block J, are required to maintain and or replace the fence to the same condition as when originally constructed.

If an owner fails to maintain in accordance with this Rule, any fence situated on or appurtenant to his/her lot, the Association shall have the right, but not the obligation, to, after reasonable notice to the owner, enter any lot for the purpose of maintaining, repairing, or replacing the fence, pursuant to Section 7.04E of the Declaration. The expense incurred by the Association in connection with the entry upon any lot and the maintenance, repair, or replacement work conducted thereon shall be a personal obligation of the owner, shall be a lien upon the lot, and shall be enforceable in the same manner and to the same extent anticipated by Article VIII and Section 7.04(E) of the Declaration.”

Subject solely to the amendments contained above, all of the rules of the Association remain in full force and effect.

**BRATTONWOOD COMMUNITY, INC.**  
Acting by and through its Board of Directors  
and its Architectural Committee

Signature: [Signature]  
Printed Name: Yancey Young  
Title: President  
Signature: [Signature]  
Printed Name: JILLIE STRIPPO L.  
Title: AC Member

**Acknowledgements**

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed and acknowledged before me on the 10 day of November, 2016, by [Signature] in the capacity stated above.



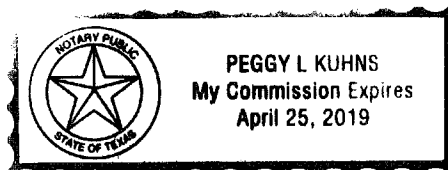
PEGGY L KUHNS  
My Commission Expires  
April 25, 2019

[Signature]  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed and acknowledged before me on the 10 day of November, 2016, by [Signature] in the capacity stated above.



PEGGY L KUHNS  
My Commission Expires  
April 25, 2019

[Signature]  
Notary Public, State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

File Server:CLIENTS:Brattonwood: Governing Documents:Rules:RuleAmendReXeriscaping10-16.doc



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

[Signature]  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

November 21 2016 11:24 AM

FEE: \$ 34.00 2016193781



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Feb 05, 2020 08:23 AM Fee: \$34.00

2020018936

\*Electronically Recorded\*

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS  
OF  
**BRATTONWOOD COMMUNITY, INC.**

(Collection Directive)

**Document reference.** Reference is hereby made to that certain Jack's Pond Section One Declaration of Covenants, Conditions and Restrictions, filed as Vol. 12849 Pg. 0095 in the Real Property Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to the Amendment and Consolidation of Rules and Regulations of Brattonwood Community, Inc., filed as Document No. 2013144201 in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Brattonwood Community, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations related to administrative matters and has previously adopted the Current Enforcement Rules;

WHEREAS the Board has voted to adopt the Collection Directive, attached as Exhibit "A";

THEREFORE the additional rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments contained in Exhibit "A", all of the rules of the Association remain in full force and effect.

**BRATTONWOOD COMMUNITY, INC.**

Acting by and through its Board of Directors

Filed of Record in accordance with Texas Property Code Ch. 202 by  
Niemann & Heyer LLP, attorneys and authorized agents

Signature:

Printed Name:

A handwritten signature in black ink, appearing to read "C. Heyer", is written over a horizontal line. Below the line, the name "Connie N. Heyer" is printed.

Exhibit "A": Collection Directive

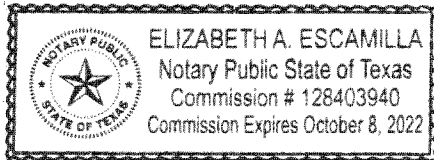
Acknowledgements

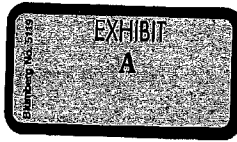
STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed and acknowledged before me on the 4<sup>th</sup> day of February, 2020, by Carrie Hoyer in the capacity stated above.

Elizabeth A. Escamilla  
Notary Public, State of Texas





## COLLECTION DIRECTIVE

ASSOCIATION: **BRATTONWOOD COMMUNITY, INC.**

COLLECTION PROCESS	ACTION	LATE FEE	LATE INTEREST	LATE DATE	NOTES
Friendly Reminder	Mailed after late date with late fee/interest added	\$25/month	<b>18% PER ANNUM</b> Assessments Only	<b>30TH</b> of each Month	Send until paid in full or trigger is reached
CMA Demand	Trigger: <b>\$400 TOTAL</b> 35 Day Demand	\$25/month	<b>18% PER ANNUM</b> Assessments Only	<b>30TH</b> of each Month	Certified & Regular Mail  Legal Action Pending

✓ ASSOCIATION ATTORNEY:

**NIEMANN & HEYER**

PAYMENT PLAN: Per policy approved by the Board and recorded with the county.

Standard Plan – Equal installments over 3 months, 18% per annum interest continues.  
 Owner eligible for standard plan if they have not defaulted on payment plan within the prior 24 months, requests no later than 30 days after CMA Demand Letter, executed policy and first payment received within 15 days.

OTHER:

**\$30 NSF applies in addition to any fees charged by Managing Agent or Bank**

 A handwritten signature in dark ink, appearing to read "Jasper P. Hendren".
   
Board Signature


 The printed name "JASPER P. HENDREN" in all capital letters.
   
Printed Name


 A handwritten date "9/17/2019".
   
Date


 A handwritten word "President" in cursive script.
   
Board Position