

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dyana Limon-Mercado*

Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Jul 03, 2025 10:13 AM Fee: \$81.00

**2025074163**

\*Electronically Recorded\*

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electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
for  
BRATTONWOOD COMMUNITY, INC.

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THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

The undersigned, being the authorized representative for Brattonwood Community, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instrument entitled "Notice of Filing of Dedicatory Instruments for Brattonwood Community, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under County Clerk's File No. 2003101651 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Property: The Property to which the Notice applies also includes the Property described as follows:
  - a. Jack's Pond Section One (1) a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 98, Page 98, *et seq.*, of the Map Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
  - b. Jack's Pond Section Two (2) a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 98, Page 120, *et seq.*, of the Map Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
  - c. Jack's Pond Section Three (3) a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 102, Page 8, *et seq.*, of the Map Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.
2. Restrictive Covenants: In addition to the description of the documents imposing restrictive covenants on the Property contained in the Notice, the following documents likewise impose restrictive covenants and the title and recording information for such documents are as follows:
  - a. Documents:
    - (1) Amendment to Jack's Pond Section One Declaration of Covenants and Restrictions.

- (2) Notice of Addition of Land to Jake's Pond Section One Declaration of Covenants, Conditions and Restrictions.
- (3) Notice of Addition of Land to Jack's Pond Section One Declaration of Covenants and Restrictions.

b. Recording Information:

- (1) Travis County Clerk's File No. 1999122050.
- (2) Volume 13280, Page 0001, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.
- (3) Volume 12958, Page 0280, *et seq.*, of the Official Public Records of Real Property of Travis County, Texas.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in the Notice and Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Travis County, Texas:

a. Document:

- (1) Resolutions of the Board of Directors Adopting Rules for Brattonwood Community, Inc.
- (2) Resolution of The Board of Directors Adopting Rules for Brattonwood Community, Inc.
- (3) Amendment and Consolidation of Rules and Regulations of Brattonwood Community, Inc.
- (4) Amendment of Rules and Regulations of Brattonwood Community, Inc., ( Related to Turf Grass, Tash Receptacles, and Fencing).
- (5) Amendment of Bylaws of Brattonwood Community, Inc., (Related to Quorum).
- (6) Amendment of Rules and Regulations of Brattonwood Community, Inc., (Collection Directive).

b. Recording Information:

- (1) Travis County Clerk's File No. 2016036598.
- (2) Travis County Clerk's File No. 2015178255.
- (3) Travis County Clerk's File No. 2013144201.
- (4) Travis County Clerk's File No. 2016193781.
- (5) Travis County Clerk's File No. 2018085794.
- (6) Travis County Clerk's File No. 2020018936.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- a. Covenant Enforcement and Fine Policy for Brattonwood Homeowners' Association, Inc.
- b. Amendment to the Bylaws of Brattonwood Community, Inc.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Supplemental Notice is Being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this 2 day of July, 2025.

**BRATTONWOOD COMMUNITY, INC.**

By:

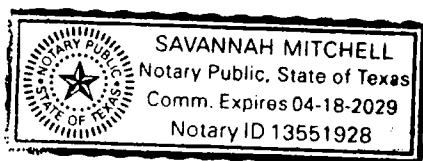
Clint Brown, authorized representative

THE STATE OF TEXAS     §  
    §  
 COUNTY OF TRAVIS     §

BEFORE ME, the undersigned notary public, on this 2 day of July 2025 personally appeared Clint Brown, authorized representative of Brattonwood Community, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

[Signature]

Notary Public in and for the State of Texas



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

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

I, Jasper P. Hender, the President of Brattonwood Community, Inc. ("Association"), do hereby certify at a duly called meeting of the Board of Directors of the Association ("Board") held on the 14<sup>th</sup> day of May, 2025 with at least a quorum of the Board members being present thereat and remaining throughout and being duly authorized to transact business, the following Amendment to the Bylaws of Brattonwood Community, Inc. ("Amendment") was duly made and approved by a majority vote of the members of the Board:

WHEREAS, the "Bylaws of Brattonwood Community, Inc." were recorded in the Official Public Records of Travis County, Texas under Document No. 2003101651 (as amended, the "Bylaws");

WHEREAS, Section 209.00593(b) of the Texas Property Code ("Code") provides that a board of a property owners' association may amend the bylaws of the property owners' association to provide for elections to be held as required by Subsection 209.00593(a);

WHEREAS, state law supersedes any language contained in the Association's Bylaws regarding the procedure to amend the Bylaws;

WHEREAS, the Board desires to amend the Bylaws of the Association, as authorized by Section 209.0593(b) of the Code, to provide a procedure for the election of Directors if an election of Directors cannot be conducted at an annual or special meeting of the Members due to the inability to establish a quorum;

NOW THEREFORE, BE IT RESOLVED, the Board hereby amends the Bylaws as follows:

1. Article III, Section 3.4 of the Bylaws, entitled "Quorum," is amended and restated as follows:

**Section 3.4. Quorum.**

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) 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 the 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.

Notwithstanding the foregoing provisions, if a meeting of the members is called for the purposes of electing one (1) or more Board of Directors and/or approving member meeting minutes and a quorum is not present, the Board or a majority of the members who are present may adjourn the meeting without any notice being required other than an announcement at the meeting and immediately reconvene after adjournment. At the reconvened meeting, the quorum requirement for electing one (1) or more Board of Directors and/or approving member meeting minutes will be five percent (5%) for the first reconvened meeting. If a quorum is not present at the reconvened meeting, the Board or a majority of the members who are present may adjourn the reconvened meeting without any notice being required other than announcement at the meeting and again immediately reconvene after adjournment of the first reconvened meeting. At the second reconvened meeting, the quorum requirement will be two- and one-half percent (2.5%). The reduced quorum requirements will only be applicable for the election of one (1) or more Board of Directors and/or approval of member meeting minutes.

Except as amended herein, all provisions of the Bylaws, as previously amended, remain in full force and effect.

*[signature page follows]*

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Amendment was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 14<sup>th</sup> day of MAY, 2025.

**BRATTONWOOD COMMUNITY, INC.**

By: \_\_\_\_\_

Printed: Jasper P. Henderson

Its: President

STATE OF TEXAS

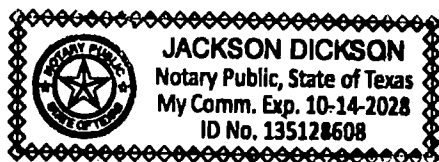
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COUNTY OF Williamson

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This instrument was acknowledged before me on 14 day of May, 2025 by JASPER P. HENDERSON, the President of Brattonwood Community, Inc., on behalf of said corporation.



\_\_\_\_\_  
Notary Public in and for the State of Texas

EXHIBIT A

This document is being recorded as  
a COURTESY ONLY by Roberts  
Markel Weinberg Butler Hailey PC,  
without review and without  
liability, expressed or implied.

RECEIVED JUN 03 2025

**COVENANT ENFORCEMENT AND FINE POLICY  
FOR  
BRATTONWOOD HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

**WHEREAS**, the Board of Directors ("Board") of Brattonwood Homeowners' Association, Inc., a Texas non-profit corporation ("Association"), is empowered to govern the affairs of the Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Brattonwood Homeowner' Association, Inc., recorded under Instrument Number 12849\_0111 of the Real Public Records of Travis County, Texas ("Declaration"), the Bylaws of the Association ("Bylaws"), and the Texas Business Organizations Code; and

**WHEREAS**, the Declaration affects certain parcels or tracts of real property in the City of Austin, Travis County, State of Texas ("Property"); and

**WHEREAS**, pursuant to authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Association's dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively, the "Governing Documents"); and

**WHEREAS**, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

**WHEREAS**, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Property.

**NOW THEREFORE, IT IS RESOLVED** that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Property (hereinafter referred to as the "Enforcement Policy").



## EXHIBIT A

### 1. Establishment of a Violation.

a. Failure to Obtain Prior Approval. Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "ACC" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "Violation" under this Enforcement Policy for all purposes.

### b. Failure to Abide by the Governing Documents.

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a "Violation" under this Enforcement Policy for all purposes.

c. Common Violations. Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of Violations.

### 2. Notification.

a. Initial Notice (Courtesy Notice). Upon verification of the existence of a Violation by the Association or management company representative ("Management") of the Association, the Association may send to the Owner a written notice of the existence of the Violation ("Initial/Courtesy Notice"). The Initial/Courtesy Notice will generally inform the Owner of the following:

(i) The nature, description, and location of the Violation; and

(ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within fourteen (14) days<sup>12</sup> of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and

(iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice. The Association may, but is under no obligation, send one (1) or more Initial/Courtesy Notice(s).

<sup>1</sup> For purposes of this Enforcement Policy, the term "days" shall mean calendar days.

<sup>2</sup> The Board may require certain Violations be cured within three (3) days from the date of the letter

**EXHIBIT A**

b. **Notice of Violation.** If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) days from the date of the Initial/Courtesy Notice, the Association shall send to the Owner written notice ("Notice of Violation") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorney's fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC; and
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) In the event the Violation is deemed to be an incurable violation or violate posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine. The following are examples of acts considered incurable: (1) shooting fireworks or discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) damaging Association property, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately; and
- (viii) Advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, i.e., 33 days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail. The Owner shall be responsible for administrative and postage fee expenses in delivering notices under this Enforcement Policy. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or e-mail address changes.

**EXHIBIT A**

c. **Failure to Remedy and Notice of Fine.** Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within fourteen (14) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine ("Notice of Fine") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date."

d. **Fine Structure.** Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board and an Initial Fine of not less than \$50.00 may be imposed for failure to remedy or cure the Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed as follows:

<b>Curable Violations</b>	
Initial Fine	None
Second Fine	\$50.00
Third Fine	\$100.00
Fourth and Subsequent Fines	\$125.00
<b>Uncurable Violations and Violations Which Pose a Threat to Public Health or Safety</b>	
Fine	amount not to exceed \$2,000.00
<b>Unapproved ACC Modifications</b>	
Initial Fine	\$50.00
Second Fine	\$75.00
Third Fine	\$125.00
Fourth and Subsequent Fines	Increase by \$25

Fines and the frequency of fines, are to be determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by the Association in writing of the amount of fines accrued to Owner's account. The Board may modify, from time to time, the schedule of fines. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the Violation(s).

## EXHIBIT A

3. **Right to a Hearing Before the Board of Directors.** If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, video evidence, and communications relating to the matter which the Association intends to introduce at the hearing ("Evidence Packet"), if any. If the Board intends to produce any documents, photographs, videos, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic 15-day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future Violations of the same or other provisions and rules by any Owner.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action (Self-Help).** Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through Management, must first provide the Owner with an Initial/Courtesy Notice as provided above. Should the Violation not have been remedied by the

**EXHIBIT A**

Owner within fourteen (14) days from the date of the Initial/Courtesy Notice, then the Association must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("Notice of Corrective Action"). The Notice of Corrective Action shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and include an opportunity for the Owner to cure the Violation prior to the undertaking of any corrective action.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents, and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **Referral to Legal Counsel.** Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. **Notices.**

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of the following:

(i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.

(ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

## EXHIBIT A

be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board. This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of Violations by the Association, and shall remain in force and effect until revoked, modified, or amended by the Board.

12. **Definitions.** The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the April 16, 2024.

BRATTONWOOD HOMEOWNERS' ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Jasper P. Hendren

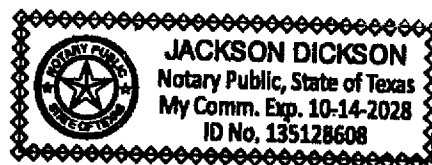
Jasper P. Hendren

Its: President/Board Member

State of: Texas  
County of: Williamson

This instrument was acknowledged before me  
on May 22, 2025 by Jasper P. Hendren

JACKSON DICKSON



**EXHIBIT A****EXHIBIT 1****Common Violations\***

Holiday Decorations (if not removed within 30 days of the holiday)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
Trash, debris, or refuse on property
Unapproved signs in yards or on property, including commercial/vendor signs
Home maintenance/repairs that do not conform with other homes in the subdivision
Failing to maintain lawn
Modification, and/or addition made to Property without prior approval from the ACC
Livestock or poultry kept on property
Violations of the leasing or occupancy related rules

\* This is not an exhaustive list of violations.