

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: WILLE STRIPPO  
Title: AC Member

**Acknowledgements**

STATE OF TEXAS §

COUNTY OF Tarrant §

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 Tarrant §

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

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**FILED AND RECORDED**  
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[Signature]  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

November 21 2016 11:24 AM

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