

**Estates of Brentwood  
Board of Directors  
11/14/2006**

To: **Homeowners**

The Board of Directors requests your review and initials/signature to the following proposal to update our Association documents. These documents [Bylaws, Articles and Declaration of Covenants] are the rules by which we govern Association business like elections, dues, maintenance of Common Areas, mtgs, etc., and they may be found on our website at:

<http://estatesofbrentwood.org/documents.aspx>

Our documents were put in place by the original builders (Morrison and DR Horton) but they were purchased documents which were applied to our community with only minor modifications. Since our neighborhood was formed these documents have in places conflicted with common sense and Association policy, and the Board would like your assent to update these documents

*PLEASE NOTE – Your assent to these updates DOES NOT authorize the building of a stone wall, or any other expenditure of Association monies. One proposed change is intended to ALLOW the future construction of a replacement fence or stone wall IF APPROVED by a community vote. Most changes serve to correct language which does not agree with our current Association policies, such as terms of office, location of meetings, maintenance of the existing fence, etc.*

These changes require the assent of at least ¾'s of homeowners. Questions may be directed to any Board member or sent by email to all Board members at: [EOBBoard@googlegroups.com](mailto:EOBBoard@googlegroups.com). We request that you please ....

- ➡ a) Initial each proposed change      ←
- ➡ b) sign the last page      ←
- ➡ c) return by 11/30 to Pat O'Rourke's      ←  
home at 11304 Rockwell Court

## Declaration of Covenants (Article I, Section 8)

### ***“Common Maintenance Areas”***

[original text shown with additions **bolded** and deletions ~~strikethrough~~]

\_\_\_\_\_ [INITIAL]

“Common Maintenance Areas” shall mean and refer to the Common Areas, and the entrance monuments, **original green-painted wood fence on Lots 24, 25, 26, 34, 35 and 43, Block A (abutting Anderson Mill Road on West side) and on Lots 10, 11, 12, 13, 14 and 15, Block C (abutting Anderson Mill Road on East side) and on Lots 8, 9 and 10, Block C (abutting both Rockwell Place and Centennial trail) and any future fence or wall constructed by or on behalf of the Association in a similar location**, drainage facilities, detention ponds, right-of-way landscaping, landscape easements and such other areas as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

## Declaration of Covenants (Article II, Section 7)

### ***“Notice and Quorum”***

[original text shown with additions **bolded** and deletions ~~strikethrough~~]

\_\_\_\_\_ [INITIAL]

Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than ~~thirty (30)~~ **fourteen (14)** days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast **at least one-half (1/2)** ~~two-thirds (2/3)~~ of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each subsequent meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## Declaration of Covenants (Article III, Section 2)

### ***"Powers and Duties of the Board"***

*[Note - The following will establish a limit for discretionary spending by the Board of Directors. There is presently no documented limit on Board spending.]*

[original text shown with additions **bolded** and deletions ~~strikethrough~~]

\_\_\_\_\_ [INITIAL]

**(j) To improve the Association and/or Common Areas through new construction or purchase of items such as benches, tables, etc., without limit, so long as the total cost in a given calendar year does not exceed 10% of the assessed dues for that year. Any new construction or purchase of such items which in the aggregate exceeds 10% of the assessed dues in a given year must be first approved by Owners either by a majority of votes cast at an Annual or Special Meeting or by signature of at least one-half (1/2) of the Owners. (This requirement that the Owners approve purchases in excess of 10% of the assessed dues in a given year shall not apply to the routine purchases of goods and services in the ordinary course of the Board's duties, as, e.g., for annual costs of landscape maintenance, Association management, etc.)**

## Declaration of Covenants (Article VIII, Section 7)

### ***"Fences, Walls, and Hedges"***

[original text shown with additions **bolded** and deletions ~~striketrough~~]

\_\_\_\_\_ [INITIAL]

No fence or wall shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot except Lot 1, Block A and Lots 28, 29 and 37, Block C, and such fence or wall shall not exceed seven and one-half (7 1/2) feet in height, unless waived in writing by the Committee prior to construction. For corner Lots, if a wood fence is constructed along the side street, the face side of the fence must be visible from the street.

All lots abutting Anderson Mill Road shall have a ~~wood~~ privacy fence **or wall constructed using wood, stone, brick or other suitable material** along Anderson Mill Road built in accordance with the design required by the Architectural Control Committee. All lots shall have a wood privacy fence at least six feet but no more than seven and one-half feet in height along the rear property line except Lots 1 through 7 and 9 through 12, Block A and Lots 28 and 29, Block C.

**Maintenance and repair of the original, green-painted wood fence on Lots 24, 25, 26, 34, 35 and 43, Block A (abutting Anderson Mill Road on West side) and on Lots 10, 11, 12, 13, 14 and 15, Block C (abutting Anderson Mill Road on East side) and on Lots 8, 9 and 10, Block C (abutting both Rockwell Place and Centennial trail) is the responsibility of the Association. Owners whose properties abut these fences are responsible for maintaining the interior of subject fences in accordance with guidelines provided by the Architectural Control Committee. Maintenance and repair of any fencing or wall material constructed by or on behalf of the Association to replace or improve the original, green-painted wood fence is also the responsibility of the Association.**

No chain link or metal fences shall be permitted on any Lots, except Lots 1 through 7 and 9 through 12, Block A and Lots 28 and 29, Block C, except in special circumstances, such as to enclose a swimming pool or tennis court, and the express written consent of the Committee shall be first obtained.

## Articles of Incorporation (Article VIII)

[original text]

~~At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for term of three (3) years.~~

[New text is shown **bolded** below]

\_\_\_\_\_ [INITIAL]

**At each annual meeting the members shall elect directors for terms of two (2) years. There shall be a total of 7 directors in each year, with terms established so that in alternating years there will be either three (3) or four (4) positions available for election. Should a position become open between Annual Meetings the Board shall assign a person to the position until the next possible election may be held.**

## Bylaws (Article I)

### ***"Name and Location"***

[original text shown with additions **bolded** and deletions ~~strikethrough~~]

\_\_\_\_\_ [INITIAL]

The name of the corporation is Estates of Brentwood Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2105 Justin Lane, Suite 101, Austin, Travis County, Texas 78757, 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.

## Bylaws (Article III, Section 1)

### ***"Annual Meetings"***

[original text shown with additions **bolded** and deletions ~~strikethrough~~]

\_\_\_\_\_ [INITIAL]

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 **at a time, date and location as determined by the Board so long as there is an Annual Meeting held at least one time during each calendar year.** ~~on the same day of the same month of each year thereafter, at the hour of one o'clock P.M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.~~

## Bylaws (Article III, Section 4)

### ***"Quorum"***

[original text shown with additions **bolded** and deletions ~~strikethrough~~]

\_\_\_\_\_ [INITIAL]

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~two-thirds (2/3)~~ **at least one-half (1/2)** of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each subsequent meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## Bylaws (Article III, Section 5)

### ***“Proxies”***

[original text shown with additions **bolded** and deletions ~~striketrough~~]

\_\_\_\_\_ [INITIAL]

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, **signed** and filed with the Secretary **and shall clearly describe the member's vote on a designated topic or topics. The assignment of voting rights by proxy or through any other means to another member is not permitted.** Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## Bylaws (Article IV, Section 1)

### ***“Number”***

[original text shown with additions **bolded** and deletions ~~striketrough~~]

\_\_\_\_\_ [INITIAL]

The affairs of this Association shall be managed by a Board of ~~three (3)~~ **seven (7)** directors, who ~~need not be~~ **must be** members of the Association.

## Bylaws (Article IV, Section 2)

### ***“Term of Office”***

[original text]

~~At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.~~

[New text is shown **bolded** below]

\_\_\_\_\_ [INITIAL]

**At each annual meeting the members shall elect directors for terms of two (2) years. There shall be a total of 7 directors in each year, with terms established so that in alternating years there will be either three (3) or four (4) positions available for election. Should a position become open between Annual Meetings the Board shall assign a person to the position until the next possible election may be held, at which time a person shall be elected to that position for either a new 2-year term or the remainder of the open term, as the case may be with regard to the position that came open.**

## Bylaws (Article V, Section 2)

### ***"Election"***

[original text]

~~Election to the Board of Directors 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.~~

[New text is shown **bolded** below]

\_\_\_\_\_ [INITIAL]

**Election to the Board of Directors shall be by secret written ballot. At such election the members may cast, in person, in respect to each vacancy, a single vote. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Members may vote in absence by providing a signed letter indicating their desire to cast a vote for one or more particular candidates by name and in priority order.**

**PLEASE SIGN BELOW TO INDICATE YOUR ASSENT TO ALL CHANGES**

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**DATE:** \_\_\_\_\_.

**NAME:** \_\_\_\_\_.

**ADDRESS:** \_\_\_\_\_.

**PHONE:** \_\_\_\_\_.

(to update our records) **EMAIL:** \_\_\_\_\_.

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