



**AMENDED AND CORRECTED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
BRAUN STATION EAST**

17 September 1975

This document is a retyped version of the original document “Amended and Corrected Declaration of Covenants Conditions and Restrictions Braun Station East”. This document is Recorded in Volume 7665 Pages 774-800 of the Official Public Records of Real Property Records of Bexar County Texas. The format has been changed slightly in this document to allow for the creation of a Table of Contents and ease of use when searching the document. The original document on file is number 588487 executed on the 17th day of September 1975.

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**AMENDED AND CORRECTED DECLARATION OF
COVENANTS,
CONDITIONS AND RESTRICTIONS
BRAUN STATION EAST**

STATE OF TEXAS

COUNTY OF BEXAR

This amended and corrected Declaration, made on the date hereinafter set forth by FIRST GENERAL REALTY CORPORATION, a Texas corporation, hereinafter referred to as “Declarant”, for the Bandera Venture (sometimes known and referred to, and being one and the same entity as Bandera Joint Venture).

W I T N E S S E T H :

WHEREAS, Declarant and the other undersigned parties are the owners of certain property in the City of San Antonio, Bexar County, Texas, which is more particularly described as follows by metes and bounds, to-wit:

Field notes for 55.69 acres out of the Jose Almeda Survey No. 81, County Block 4017, San Antonio, Bexar County, Texas.

Beginning at a point on the south right-of-way line of Braun Road and same being in the northeast corner of lot 1, Block 7, of Braun Station East, Unit 1, as recorded in Volume 7300, Pages 91, 92 and 93 of the Bexar County Plat Records.

Thence S 0° 10' 41" W, 73 & 61 feet to a point,

Thence S 80° 49' 19" E, 356.99 feet to a point being the most northeasterly corner,

Thence S 12° 49' 19" E, 1119.30 feet to a point being the most southeasterly corner,

Thence S 66° 10' 41" W, 534.88 feet to the P.C. of a curve to the left having a central angle of 3° 30' 00", a radius of 550.00 feet and a tangent of 17.72 feet:

Thence with the arc of said curve to the left 35.43 feet to the P.T.

Thence S 62° 40' 41" W 700.00 feet to the P.C. of a curve to the left having a central angle of 11° 00' 00", a radius of 55.00 feet and a tangent of 5.30 feet:

Thence with the arc of said curve to the left 10.50 feet to the P.T.

Thence S 51° 40' 41" W, 351.39 feet to a point being the most southerly corner of this tract:

Thence N 35° 19' 19" W, 614.06 feet to the P.C. of a curve to the left having a central angle of 1 00' 00" a radius of 375.00 feet and a tangent of 52.70 feet:

Thence with the arc of said curve to the left 104.72 feet to the P.T.

Thence N 54° 19' 19" W, 455.00 feet to a point being the most westerly corner of this tract:

Thence N 35° 40' 41" W 755.00 feet to a point,

Thence S 54° 19' 19" E, 248.69 feet to a point,

Thence N 62° 40' 41" E, 627.53 feet to the P.C. of a curve to the right having a central angle of 3° 30' 00", a radius of 1740.00 feet and a tangent of 53.16 feet:

Thence with the arc of said curve to the right 106.29 feet to the P.T.,

Thence N 66° 10' 41" E, 15.00 feet to a point,

Thence N 23° 49' 19" W, 31.22 feet to the P.C. of a curve to the left having a central angle of 13° 44' 35", a radius of 200.00 feet and a tangent of 24.10 feet,

Thence with the arc of said curve to the left, 47.97 feet to the P.T.,

Thence N 37° 33' 54" W, 110.87 feet to the P.C. of a curve to the right having a central angle of 37° 44' 35", a radius of 200.00 feet and a tangent of 66.36 feet.

Thence with the arc of said curve to the right, 131.75 feet to the P.T. of the curve,

Thence N 00° 10' 41" E, 11.00 feet to the P.C. of a curve to the left having a central angle of 90° 00' 00", a radius of 25.00 feet and a tangent of 25.00 feet.

Thence with the arc of said curve and to the left, 39.27 feet to the P.T. of the curve on the south ROW line of Braun Road.

Thence with the South ROW line of Braun Road S 89° 49' 19" E, 510.00 feet to the point of beginning of the tract herein described and containing 55.69 acres.

WHEREAS, Declarant heretofore placed of record certain restrictions and an amendment thereto, both purporting to cover the above described property, which said restrictions appear of record in Volume 7383, Pages 181-192, of the Deed Records of Bexar County, Texas, and which said amendment appears of record in Volume 7461, Page 612-618, of the Deed Records of Bexar County, Texas. Such restrictions as amended contained various errors and omissions; and

WHEREAS, Declarant, joined by the other undersigned parties, desires to correct and amend the aforesaid restrictions as amended by substituting this Amended and Corrected Declaration of Covenants, Conditions and Restrictions therefore;

NOW, THEREFORE, Declarant, joined by the other undersigned parties, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, occupancy, and conveyance of all lots within the properties described herein, and which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This declaration shall supersede and replace for all purposes the hereinbefore described restrictions as amended.

ARTICLE I - USE RESTRICTIONS

Section 1. Single Family Residential Construction:

No building shall be erected, altered or permitted to remain on any lot (with the exception of Lot 1 Block 7, Unit I, which is to be the recreational area) other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

Section 2. Architectural Control:

No buildings or improvements of any character shall be erected or placed or the erection thereof, begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be B.F. Perdue, S.M. Gilmore, and R.H. Basden. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member, or members of such Committee may designate successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to the Association, when one hundred percent (100%) of all Lots in Braun Station East, Unit I, and all subsequent sections of Braun Station East are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage within Improvements:

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than fifteen hundred (1,500) square feet for one-story dwellings. The total square feet for a multi-story dwelling shall be not less than seventeen hundred (1,700) square feet.

Section 4. Lot and Area and Width:

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet, except that any lot as subdivided and delineated on the above described subdivision plat may be used as building plot irrespective of the above requirements.

Section 5. Masonry Requirements:

The outer walls of the main residence building constructed on any lot other than those outer walls facing the rear lot line shall be at least fifty percent (50%) by area, composed of masonry veneer unless otherwise approved by the Architectural Control Committee. Said percentage to apply to the aggregate area of all said walls not facing the rear lot line.

Section 6. Location of the Improvements Upon the Lot:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front line, or nearer than ten (10) feet to any side street line. No buildings designed for occupancy or garages attached thereto by a common wall, shall be located nearer than five (5) feet to an interior lot line, and no detached garage or other permitted accessory building not designed for occupancy shall be located nearer than three (3) feet to an interior lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 7. Composite Building Site:

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

Section 8. Utility Easements:

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither Venture nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements.

Section 9. Prohibition of Offensive Activities:

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 10. Use of Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be approved by the Architectural Control Committee as outlined in Article I, Section 2.

Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles:

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

Section 12. Mineral Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derricks or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 13. Animal Husbandry:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

Section 14. Walls, Fences and Hedges:

No walls, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front line than the building setback line existing on such lot. No side lot line or rear lot line fence, wall or hedge erected as a protective screening on a lot by Declarant shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter. Chain link type fencing will not be allowed on any lot.

Section 15. Visual Obstructions at the Intersection of Public Streets:

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 16. Lot Maintenance:

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). Builders have the right to burn debris during the course of construction. The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of street or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construction and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' notice thereof, Declarant or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

Section 17. Signs, Advertisement, Billboards:

No signs of any kind shall be displayed to the public view on any single-family residential lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by the

builder to advertise the property during the construction period and sales period must be approved by the Architectural Control Committee as outlined in Article I, Section 2.

Section 18. Maximum Height of Antennae:

No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the house provided, however, such antennae must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the lot.

Section 19. Removal of Dirt:

The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

Section 20. Sidewalks:

Before the dwelling unit is completed and occupied, the Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb and shall extend to the projection of the boundary lines of the lot into the street right-of-way and/or to street curbs in the case of corner lots. Owner of corners lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line.

ARTICLE II - DEFINITIONS

Section 1. Association

“Association” shall mean and refer to Braun Station East Community Improvement Association, Inc., its successors and assign.

Section 2. Owner

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties

“Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area

“Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

BRAUN STATION EAST, UNIT I - 2.00 ACRE TRACT

Field notes for 2.00 acres out of the Jose Almeda Survey No. 81, County Block 4017, San Antonio, Bexar County, Texas.

Beginning at a point on the south right-of-way line of Braun Road and same being the northeast corner of Lot 1, Block 7, Braun Station East, Unit I, as recorded in Volume 7300, Page 91 of the Bexar County plat records.

Thence S 0° 10'41" W, 165.19 feet to the southeast corner of said lot.

Thence S 66° 01'41" W, 320.02 feet to the southwest corner of said lot and being on the easterly right-of-way line of Knighthood,

Thence along the easterly right-of-way line of Knighthood, N 23° 49'19" W, 80.19 feet to the P.C. of a curve to the left having a central angle of 13° 44'35", a radius of 200.0 feet and a tangent of 24.10 feet.

Thence with the arc of curve to the left, 47.97 feet to the P.T. of said curve.

Thence N 37° 33'54" W, 12.46 feet to the P.C. of a curve to the right having a central angle of 37° 44'35", a radius of 200.00 feet and a tangent of 66.36 feet,

Thence with the arc of curve to the right 131.75 feet to the P.T. of said curve,

Thence N 0° 10'41" E, 23.75 feet to the P.C. of a curve to the right having a central angle of 90° 00' and radius and tangent of 25.00 feet,

Thence with the arc of curve to the right 39.27 feet to the P.T. of said curve and being on the south right-of-way line of Braun Road,

Thence along the south right-of-way line of Braun Road, S 89° 49'19" E, 374.00 feet to the point of beginning of this tract and containing 2.00 acres.

Section 5. Lot

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. Declarant

"Declarant" shall mean and refer to First General Realty Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment:

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use:

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchases who reside on the property.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 1.

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1982.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments:

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment:

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ninety-six dollars (\$96.00) per Lot.

(a) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment:

All Lots shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Venture are not exempt from assessment.

Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors.

Lots which are not occupied by a resident and which are owned by Venture, a builder, or a building company shall be assessed at the rate of 1/2 of the annual assessment above.

The rate of assessment for an individual lot within a calendar year can change as the character of ownership and the status of occupancy by a resident changes.

The applicable assessment for such lot shall be prorated according to the rate required of each type of ownership.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, including the completed swimming pool, bath house, parking area and miscellaneous accessories. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be

established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI - GENERAL PROVISIONS

Section 1. Enforcement:

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. [T]his Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation of Subsequent Sections of Braun Station East:

- (a) Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, or
- (b) Additional land within the area described in the general plan of the entire development may be annexed by the Declarant without the consent of members within fifteen (15) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval:

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 2 day of July, 1975.

First General Realty Corporation
Declarant

By B. F. Pendue
Vice President

ATTEST:

Bonnie Butler
Assistant Secretary

FORM 7665 REV 793

RM 7665 ME 794

The undersigned parties, being owners of lots situated within the herein described properties do hereby join in and consent to for all purposes this Amended and Corrected Declaration of Covenants, Conditions and Restrictions.

Attest:
Adilais A. Dominguez

BRAUN STATION EAST COMMUNITY IMPROVEMENTS ASSOCIATION, INC.
By: Jerry L. Gamble
President

Attest:
Adilais A. Dominguez

JOHN F. MCCORMICK BUILDER, INC.
By: John F. McCormick
John F. McCormick

Attest:
Adilais A. Dominguez

BILL HEINER & SON, INC.
By: W.K. Heiner
W.K. Heiner

Attest:
Adilais A. Dominguez

LA MANSION HOMES
By: William J. McCarthy, Jr.
William J. McCarthy, Jr.

Attest:
Adilais A. Dominguez

ROBERTSON & ALVERADO
By: Carl D. Robertson
Carl D. Robertson

Attest:
Adilais A. Dominguez

NGM HOMES
By: J.M. Gavlick
J.M. Gavlick

Attest:
Adilais A. Dominguez

CREATIVE HOMES, INC.
By: Roy Russell
Roy Russell

Attest:
Adilais A. Dominguez

TOM MAGNUS, BUILDER, INC.
By: Tom Magnus
Tom Magnus

O. L. Cron

Lee Cron

Thomas W. Pohl

Judith J. Pass

Danell A. Maxwell

Carrie M. Maxwell

John

Alice Kruse

John J. Strandberg

Patricia Strandberg

The above parties, together with Declarant, represent a figure in excess of ninety percent (90%) of the ownership of the lots situated within that property more particularly described in this declaration..

RM 7665 ME 795

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared B.S. Pender, Vice President, of FIRST GENERAL REALTY CORPORATION, a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 8 day of July, 1975.

Adilai A. Dominguez
Notary Public in and for
Bexar County, Texas

FW 7665 MAR 796

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared Jerry P. Hamble, President of BRAUN STATION EAST COMMUNITY IMPROVEMENTS ASSOCIATION, INC., a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 8 day of July, 1975.

Adilai A. Dominguez
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. MCCORMICK, President of JOHN F. MCCORMICK BUILDER, INC., a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 8 day of July, 1975.

Adilai A. Dominguez
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared W.K. HEINER, President of BILL HEINER & SON, INC., a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 1 day of July, 1975.

Abilio A. Dominguez

Notary Public in and for Bexar County, Texas

THE STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM J. MCCARTHY, JY., President of LA MANSION HOMES, a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 1 day of July, 1975.

Abilio A. Dominguez

Notary Public in and for Bexar County, Texas

THE STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared CARL D. ROBERTSON, President of ROBERTSON & ALVERADO, a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 1 day of July, 1975.

Abilio A. Dominguez

Notary Public in and for Bexar County, Texas

EX-7655 ME-797

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared J.M. GAVLICK, President of MGM HOMES, a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 8 day of July, 1975

Adilia L. Dominguez
Notary Public in and for
Bexar County, Texas

ENC 7665 MAY 7 1988

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared ROY MUNSSELL, President of CREATIVE HOMES, INC., a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 8 day of July, 1975

Adilia L. Dominguez
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared TOM MAGNUS, President of TOM MAGNUS, BUILDER, INC., a corporation, 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 purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN under my hand and seal of office this 8 day of July, 1975

Adilia L. Dominguez
Notary Public in and for
Bexar County, Texas

THE STATE OF Texas X

COUNTY OF Brewer X

BEFORE ME, the undersigned authority, on this day personally appeared C. S. Crane and Lee Crane known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



WITNESSEN under my hand and seal of office this 8 day of July, 1975.

Otilia A. Dominguez
Notary Public in and for
Brewer County, Texas

THE STATE OF Texas X

COUNTY OF Brewer X

BEFORE ME, the undersigned authority, on this day personally appeared Thomas W. Dahl and Judy J. Dahl known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



WITNESSEN under my hand and seal of office this 8 day of July, 1975.

Otilia A. Dominguez
Notary Public in and for
Brewer County, Texas

THE STATE OF Texas X

COUNTY OF Brewer X

BEFORE ME, the undersigned authority, on this day personally appeared Darrell A. Maxwell and Annie M. Maxwell known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



WITNESSEN under my hand and seal of office this 8 day of July, 1975.

Otilia A. Dominguez
Notary Public in and for
Brewer County, Texas

REV. 7665 MAR 799

THE STATE OF Texas X

COUNTY OF Brewer X

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Kase and Alice Kase, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 1 day of

July, 1975



Odilia A. Dominguez

Notary Public in and for
Brewer County, Texas

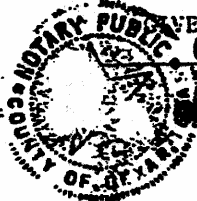
THE STATE OF Texas X

COUNTY OF Brewer X

BEFORE ME, the undersigned authority, on this day personally appeared John F. Strandberg and Patricia K. Strandberg, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 1 day of

July, 1975



Odilia A. Dominguez

Notary Public in and for
Brewer County, Texas

RM 7665 MR 800