



**AMENDED AND CORRECTED CERTIFICATE  
OF ANNEXATION TO DECLARATION OF  
COVENANTS,  
CONDITIONS AND RESTRICTIONS BRAUN  
STATION,  
UNITS-15A AND 15-B  
20 February 1984**

**This document is a retyped version of the original document “Amended and Corrected Certificate of Annexation to Declaration of Covenants, conditions and Restrictions Braun Station, UNITS-15A AND 15-B”. This document is Recorded in Volume 3065 Pages 1237-1246 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 737995 executed on the 20<sup>th</sup> day of February 1984.**

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County, Texas; and

Lots 14 through 39, inclusive, Block 27; and Lots 90 through 134, Block 7; all such lots in BRAUN STATION, UNIT-15B, according to a plat thereof recorded in Volume 9502, Page 146, of the Deed and Plat Records of Bexar County, Texas;

and the Veterans Administration and/or Federal Housing Administration do hereby approve such annexation for all purposes.

A. Declarant hereby imposes the following restrictions which shall apply to Lots in Units-15A and 15B of Braun Station, and such restrictions shall control whenever inconsistent with those restrictions set forth in Volume 7665, Pages 774-799, of the Deed Records of Bexar County, Texas.

### **1. Sidewalks.**

In conjunction with the construction of any dwelling upon a lot in Units-15A and 15B, a sidewalk must be constructed in a good and workmanlike manner along and adjacent to the front curb line of such lot at least four feet (4') in width and otherwise in accordance with any requirements of the City of San Antonio. On any such lot located at the corner of an intersection of public streets, sidewalks in conformance with the above requirements shall also be constructed along and adjacent to the side curb line of the lot.

### **2. Minimum Square Footage Within Improvements.**

On all lots in Units 15A and 15B (except as hereinafter excepted), the living area of the main dwelling, exclusive of open porches and garages, shall not be less than two thousand three hundred square feet (2,300 sq. ft.). The living area on the ground floor of any multi-story dwelling on such lots, exclusive of open porches and garages, shall be not less than one thousand two hundred fifty square feet (1,250 sq. ft.). Notwithstanding the foregoing, on the following specified lots: Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 22; Lots 53, 54, 55, 56, 57 and 58, Block 27; and Lots 52, 53, 54, 55 and 56, Block 20; the living area of the main structure, exclusive of open porches and garages, shall not be less than two thousand square feet (2,000 sq. ft.), and the living area on the ground floor of any multi-level dwelling, exclusive of open porches and garages, shall not be less than one thousand one hundred square feet (1,100 sq. ft.).

### **3. Location of the Improvements Upon the Lot.**

No building shall be located on any lot nearer than twenty-five feet (25') to the front property line, or nearer than five feet (5') to any side property line. No buildings designed for occupancy or garages attached thereto by a common wall shall be located nearer than ten feet (10') to an interior lot line; and no detached garage or other permitted accessory building shall be located nearer than three feet (3') to an interior lot line. On corner lots where a garage faces a side street (i.e., a street other than the street to which the dwelling fronts or faces), such garage may be situated no closer than twenty feet (20') from the side property line. The front and side setback line requirements herein specified may be waived by the Architectural Committee if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept or design, to

accommodate the saving of a tree or trees, or to accommodate some unique topographical characteristic of the lot; and, provided further, that same, in the committee's sole opinion, will not have an adverse detrimental affect on the subdivision. Under no circumstances, however, shall any building be located any nearer to the front property line or side street line than the minimum building set back lines shown on the recorded plat.

#### **4. Architectural Committee.**

In order to maintain architectural compatibility in Units-15A and 15B, no building or fence or other structure shall be erected, placed or altered on any lot in Units-15A and 15B until the building and/or fence and/or other construction plans and specifications with a plot plan showing the specific location of such building and/or fence and/or other construction shall have been approved in writing as to the quality of workmanship and materials, color coordination, conformity and harmony of architectural design with existing or proposed structures in such Units, and as to the location of the building and/or fence and/or other construction with respect to lot lines, trees, topography and finished ground elevation by a Special Architectural Committee composed of William J. McCarthy, Barbara Burleson, Trudy Moench and any one person other than the above mentioned then serving as a member of the Architectural Control Committee established by the Amended and Corrected Declaration of Covenants, Conditions and Restrictions of Braun Station East, filed of record in Volume 7665, Page 776 of the Deed Records of Bexar County, Texas, all of San Antonio, Texas, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications and plot plans. The remaining member or members shall also have the authority to designate a successor Committee member or members with like authority. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and plot plan within thirty (30) days after such completed plans and specifications and plot plan have been submitted to it; or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and the covenant will be deemed to have been fully complied with. Said Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain and capable of more than one interpretation. The Committee shall have the express power, authority and discretion to disapprove any plans and specifications submitted hereunder due to their similarities with plans and specifications for other existing or proposed structures, it being the intent hereof to discourage repetition of design and so-called "tract housing" appearances. All decisions of such Committee shall be final and binding and there shall be no revision of any action of such Committee except by procedure by injunctive relief when such action is patently arbitrary and capricious. Members of said Committee shall not be liable to any person, subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such Committee and of its designated representative and the requirements of this covenant

shall cease on and after April 1, 2000; provided, however, that at that time the then record owners of a majority of the lots in Braun Station, Units-15A and 15B shall have the power through a duly recorded written instrument to extend the powers and duties of such Committee; and, in connection with such extension, shall have the power to remove any Committee member or members and replace them with other members or to withdraw from the Committee any of its powers and duties, or to restore to the Committee any of its powers and duties. Such Architectural Committee shall not be entitled to any compensation for services, pursuant to this covenant. The Architectural Committee herein created by this Certificate of Annexation shall be additional to and separate and apart from that certain other Committee created in the aforesaid Amended and Corrected Declaration, and this clause shall not be deemed to diminish the power or duties of such other Committee.

### **5. Garages.**

A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each dwelling in Units-15A and 15B. The entrance to any garage facing the street upon which the dwelling fronts must be set back at least eight feet (8') from the front wall of the main residence building. Garages will be allowed as builder's sales offices prior to permanent occupancy of the main dwelling.

### **6. Outbuilding Requirements.**

Every outbuilding, inclusive of such structures as a storage building, greenhouse or childrens' playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval of the Architectural Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten per cent (10%) of the floor area of the main dwelling.

### **7. Masonry Requirements.**

The outer walls of the main residence building and the garage constructed on any lot in Units-15A and 15B, other than those outer walls facing the rear lot line, shall be at least seventy-five per cent (75%), by surface area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive of openings. There shall be some masonry or masonry veneer on all outer walls, including those outer walls facing the rear lot line.

This Amended and Corrected Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions for Braun Station, Units-15A and 15-B, replaces for all purposes that one certain Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions of record in Volume 2944, Page 2111, of the Real Property Records of Bexar County, Texas, where by error a ten foot (10') side setback was created when it was the intent of all the parties involved to create a five foot (5') setback from the side property line.

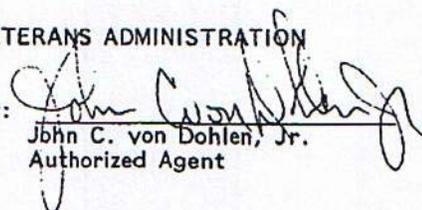
This instrument is being executed by Declarant as well as four other entities who have heretofore taken fee title to a portion of the property covered hereby, such entities to hereby join in and approve this Amended and Corrected Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions for Braun Station, Units-15A and 15-B for all purposes.

EXECUTED this the 20<sup>th</sup> day of February, 1984.

DECLARANT:

  
\_\_\_\_\_  
JOHN T. SAUNDERS

VETERANS ADMINISTRATION

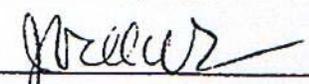
By:   
\_\_\_\_\_  
John C. von Dohlen, Jr.  
Authorized Agent

JOIN AND CONCUR:

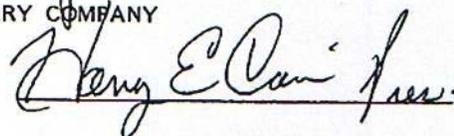
ROBERTSON & ALVARADO HOMES, INC.

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

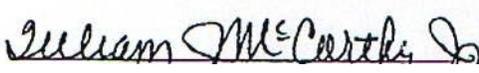
COLLADAY/SOETH, INC.

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

KARRY COMPANY

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

GAVLICK-MCCARTHY PROPERTIES, INC.

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

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on February 20, 1984, 1984, by JOHN T. SAUNDERS.

My Commission Expires: 8/16/86



Barbara Burrelson  
Notary Public, The State of Texas

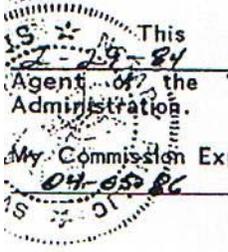
Barbara Burrelson  
(Please type or print name)

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on 2-29-84, 1984, by JOHN C. van DOHLEN, JR., Authorized Agent of the VETERANS ADMINISTRATION, on behalf of said Administration.

My Commission Expires: 04-05-86



Arnold C. Fulmer  
Notary Public, The State of Texas

Arnold C. Fulmer  
(Please type or print name)

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on February 22, 1984, 1984, by Carl Robertson, of ROBERTSON & ALVARADO HOMES, INC., a Texas corporation, on behalf of said corporation.

My Commission Expires: 8/16/86



Barbara Burrelson  
Notary Public, The State of Texas

Barbara Burrelson  
(Please type or print name)

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on February 23, 1984, by Jack Colladay, President of COLLADAY/SOETH, INC., a Texas corporation, on behalf of said corporation.

My Commission Expires: 8/16/86



Barbara Burleson  
Notary Public, The State of Texas

Barbara Burleson  
(Please type or print name)

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on February 20, 1984, by Harry E. Cain of the KARRY COMPANY on behalf of said company.

My Commission Expires: 8/16/86



Barbara Burleson  
Notary Public, The State of Texas

Barbara Burleson  
(Please type or print name)

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on February 20, 1984, by William McCarthy, Jr. of GAVLICK-MCCARTHY PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

My Commission Expires: 8/16/86



Barbara Burleson  
Notary Public, The State of Texas

Barbara Burleson  
(Please type or print name)

PLEASE RETURN TO:

Mr. Richard L. Kerr  
Foster, Lewis, Langley, Gardner  
& Banack, Incorporated  
Frost Bank Tower, 16th Floor  
100 West Houston  
San Antonio, Texas 78205-2878



MAR 2

1984 MAR 27 P 4

FILED IN OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR

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