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## I. DEFINITIONS

### Association

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

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### 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.

### 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.

### 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 as described in Appendix A.

### 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.

### 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.~~

## II. PROPERTY RIGHTS

### A. Right of Quiet Enjoyment

Quiet enjoyment encompasses several rights ensuring a homeowner's ability to thrive without undue disturbances. It protects against unauthorized entries, safeguarding security and privacy. It also ensures a habitable environment, requiring adequate heating, plumbing, and structural integrity. Compromised living conditions directly impact the quality of life and fall under quiet enjoyment.

Additionally, this right includes freedom from excessive noise and disruptions from surrounding areas, such as construction or unreasonable disturbances from neighbors. Responsible parties must mitigate such disruptions to maintain a harmonious living environment.

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### B. Owner's Easement 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:

- the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- 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;
- 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.

### CB. 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.

### III. PROPERTY RESTRICTIONS

#### A. 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 1, which is to be the recreation at the Association common~~ areas) 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.

##### 1. Leasing

No lot may be leased or rented for a period of less than six months unless incident to an agreement between the buyer and seller of a residence.

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#### B. 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 two thousand~~ (24,0500) square feet for one-story dwellings. The living area on the ground floor of any multi-story dwelling, exclusive of open porches and garages, shall not be less than one thousand two hundred fifty (1,250) square feet.

The total square feet for a multi-story dwelling shall be not less than ~~seventeen hundred two thousand three hundred~~ (24,3700) square feet.

##### 1. Minimum Square Footage Within Improvements (for lots annexed by 1982 Covenants)

The living area (for lots annexed by 1982 Covenants) on the ground floor of the main structure, exclusive of open porches and garages, shall not be less than one thousand six hundred (1,600) square feet for one-story dwellings. The total square feet for a multi-story dwelling shall be not less than one thousand eight hundred (1,800) square feet.

##### 2. Minimum Square Footage Within Improvements (for lots 15A and 15B)

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.).~~

#### **C. Lot 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.

#### **D. Outbuilding Requirements**

~~Every outbuilding, inclusive of such structures as a storage building, greenhouse, or childrens' children's 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.~~

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#### **E. 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.~~

##### **~~1. Masonry Requirements for Lots 15A and 15B~~**

~~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, unless otherwise approved by the Architectural Control Committee. 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.~~

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#### **F. Location of 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.~~



#### 1. Location of Improvements Upon the Lot (1982 Update)

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 twenty-five feet (25') to the front property line, or nearer than five feet (5') to any side property line, except that on corner lots, no building shall be located nearer than ten feet (10') to that side property line abutting the side street (as hereinafter defined). No buildings designed for occupancy or garages attached thereto by a common wall, shall be located nearer than five feet (5') to an interior lot line, and no detached garage or other permitted accessory building not designed for occupancy shall be located nearer than three feet (3') to an interior lot line. Notwithstanding the foregoing, on corner lots where a garage faces a side street (a "side Street" being 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 that side property line abutting such side street.

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#### 2. Location of Improvements Upon the Lot (1984 Update)

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 effect 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.

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#### G. Zero Lot Lines Permitted

Zero lot line construction is prohibited. Lots on the south end of Wickersham that were constructed with a zero lot line that was permissible when they were constructed are excepted. This exception only applies to the current construction. If the current house is replaced, zero lot lines are prohibited. Exceptions may be granted by the Architectural Control Committee on a case-by-case basis.

(Applies to Lots 144 through 174, inclusive, Block 7, of Braun Station, Unit 15)

No structure shall be located on any lot between the building setback line shown on the plat for Braun Station, Unit 12 and the street. No residential, garage or other permitted accessory buildings may be located nearer to the rear lot line than the interior line of the utility easement across the back of the lot. Zero (0) lot line dwellings may be constructed

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on or near side lot lines provided that such construction does not violate any rules and regulations of governmental authorities having jurisdiction of the same and does not violate any setback lines contained in the recorded plat for Unit 15. In the event a dwelling is constructed within ten feet (10') of a side lot line, then for the purpose of this instrument, such lot shall be deemed a "dominant lot" and the abutting lot located within ten feet (10') of the exterior side wall of such residence shall be deemed a "servient lot." The owner of a dominant lot shall possess an easement covering that portion of the servient lot situated within ten feet (10') of the residence upon the dominant lot for the following purposes:

- To maintain roof overhangs and foundation and building encroachments within the easement area to the extent existing at time of the completion of the initial construction of the dwelling upon the dominant lot; and
- To enter upon the easement area for the purpose of constructing, maintaining, repairing and restoring the dwelling situated upon the dominant lot; and
- For the continued use of any swale or similar drainage facility, if any, situated within the easement area for the purpose of carrying storm waters.

## H. Easements

### 1. Utility

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.

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### 2. Ingress-Egress

In addition to the foregoing easement, the owner of the dominant lot shall possess the further easement for ingress and egress over any remaining portions of the servient lot as may be reasonably necessary for the purpose of exercising the foregoing rights. The owner of the servient lot shall be obligated to trim any shrubs, plants, trees, vines or the like and to remove any improvements or other obstructions which will in any way interfere with the rights above granted to the owner of the dominant lot.

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## I. Minimum Distance

On any lot determined above to be a servient lot, the minimum distance from the structure located on the servient lot to the common lot line of the dominant lot to which it is servient shall be no less than ten feet (10').

## J. No Door or Window Openings

There shall be no door or window openings on the zero (0) lot line side of the dwelling unless the owner of the servient lot abutting same consents to the same in writing.

## K. 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.

## L. 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.

For the purpose of the Architectural Control Committee (ACC) and the Association, the combined lots will be treated as a single lot. The ACC will not utilize the eliminated property line between the two previously separate properties for offset restrictions. On the other hand, for the Association, the combined lots will have one vote in association matters.

## M. 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~~permitted, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

Examples are:

- Gambling operations. The gathering of many people for the purpose of gambling—whether money changes hands or not—is prohibited.
- Outdoor activities after 10:00pm. Playing basketball, loud parties, loud music, and other such activities that disturb neighbors are prohibited after 10:00pm.

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The resident's right of quiet enjoyment will be observed.

Not considered offensive activities are home offices and the livelihood they provide.

Examples:

- Workers who work from home
- Attorneys
- CPAs, Accountants, and Bookkeepers
- 

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#### N. 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 VI, Section 2.

This restriction does not apply to sheds.

#### O. 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 semipermanent 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. 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.

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#### P. 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.

#### Q. 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.

#### R. Walls, Fences, and Hedges

Fences shall be no higher than six (6) feet. They may encompass the rear of the lot and will not extend further forward than the front corner of the house. If the two front corners are different distances from the rear of the house, the side fences may extend to their front corner.

Gates will have locks if there is a pool in the back yard. This includes a temporary above-ground pool.

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.

#### **S. Visual Obstruction 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.

#### **T. 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 construct 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.

#### **U. Signs, Advertising, and 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 [VI, Section 2](#).

## V. Maximum Height of Antenna

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.

## W. 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.

## X. 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 corner lots shall install such a sidewalk both parallel to the front lot line and parallel to the side street lot line.~~

### 1. Sidewalks for Lots 15A and 15B

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.

Lot owners are responsible for sidewalks on their property. Sidewalks will be kept in good repair and, if necessary, replaced when they become dangerous.

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## IV. HOMEOWNERS' ASSOCIATION

### A. MEMBERSHIP AND VOTING RIGHTS

#### 1. Membership Requirements

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.

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### B. ANNUAL DUES

#### 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.

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#### 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.

#### 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.

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

#### **4. Special Assessment 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.

#### **5. Notice and Quorum for Any Action Authorized for Assessment Increase or Special Assessment**

Written notice of any meeting called for the purpose of taking any action authorized under ~~Section Paragraph 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.

#### **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.

#### **~~7. Annual Assessment Commencement Date- Due Date~~**

~~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.

#### **87. Effect of Not Paying 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~~ 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.

#### **89. Subordination of the Lien to Mortgage**

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.

## V. ARCHITECTURAL CONTROL COMMITTEE

### A. Architectural Control Committee

The Architectural Control Committee is governing authority for review and approval of improvements. It is a permanent, standing committee under the Association Board of Directors. It consists of a chairman and four other members who are elected by the Association members during the annual meeting. Architectural Control Committee member will serve a three-year term and may be reelected.

The Association Board of Directors will oversee the elections for the Architectural Control Committee. Positions coming open will be advertised at least 45 days before the election. The Association Manager will collect the names of all who wish to run in the election and forward them to the Association Board of Directors.

#### 1. Architectural Control Committee Policies

Substantive changes to the lot must be approved by the Architectural Control Committee. Any alteration that changes the look or physical layout of the lot must comply 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.

Examples are:

- Extending a roof line
- Installing a pool
- Installing a sports area, such as a basketball court
- Altering the driveway
- Painting the non-masonry areas a different color

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. The successor must also be approved by the Association Board of Directors.

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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.~~

Disapprovals by the Committee may be appealed to the Association Board of Directors.

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.

#### **12. Waiver by the Architectural Control Committee**

The front setback line requirements herein specified may be waived by the Architectural Control 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 effect on the subdivision. Under no circumstances, however, shall any building be located any nearer than twenty feet (20') to the front property line.

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#### **2. Architectural Control Committee Restrictions for Lots 15A and 15B**

~~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 factfinding 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.

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## VIII. GENERAL PROVISIONS

### A. 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.

### B. 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.

### C. 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~~ two-thirds (75% $\frac{2}{3}$ ) of the Lot Owners. Any amendment must be recorded.