

CERTIFICATE OF ANNEXATION TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRAUN OAKS UNIT  
8 AND THE BRAUN OAKS UNITS 8 AND 9 HOMEOWNERS ASSOCIATION, INC.

BRAUN OAKS, UNIT 9

FILED BY  
PRESIDIO TITLE

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Braun Oaks Unit 8 Subdivision and The Braun Oaks Units 8 and 9 Homeowners Association, Inc. recorded in Document # 20050284604 of the Real Property Records of Bexar County, Texas, reference to which record is here made for all purposes (the "Declaration"), Northwest Development Joint Venture, subjected certain real property described in the Declaration to certain covenants, conditions and restrictions; and

WHEREAS, Northwest Development Joint Venture, as set forth in Article 7 Section 1(a), of the Declaration, retained the right to annex and bring within the purview of the Declaration additional property as designated by Northwest Development Joint Venture; and

WHEREAS, Northwest Development Joint Venture assigned its rights to Smith's Better Built Homes, Inc. ("Declarant") by Assignment and Assumption of Declarant's Rights, dated May 31, 2008; and recorded in Document #20050284604 of the Real Property Records of Bexar County, Texas.

WHEREAS, Declarant now desires to designate and annex certain portions of such additional property;

NOW, THEREFORE, Declarant hereby declares that the following described platted property is hereby annexed, effective immediately, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Declaration and any amendments thereto, to-wit:

- (a) Each of the following platted lots is hereby annexed as an additional "Lot" as that term is defined in the Declaration:

Lots 2 through 49, Block 5 in Braun Oaks Subdivision, Unit 9, Bexar County, Texas according to plat thereof recorded in Document #20130081930, #20130081931 and #20130081932, of the Map and Plat Records of Bexar County, Texas.

- (b) The following property is hereby annexed as additional "Common Area" as that term is defined in the Declaration:

Lots 50 and 51, Block 5 in Braun Oaks Subdivision, Unit 9, Bexar County, Texas according to plat thereof recorded in Document #20130081930, #20130081931 and #20130081932, of the Map and Plat Records of Bexar County, Texas.

Notwithstanding the foregoing, the following amendments to the Declaration shall be effective for Braun Oaks Subdivision, Unit 9:

Any reference to BRAUN OAKS UNIT 8 in the DECLARATION shall include BRAUN OAKS UNIT 8 and BRAUN OAKS UNIT 9.

Article 4, Section 3 is deleted in its entirety and replaced with:

PROCEDURE. No building, fence, landscaping or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the Owner has submitted for approval, the plans and specifications, including exterior elevations, exterior colors, all exterior materials and the location of such building, fence, landscaping or other structure on the Lot, and such plans have been approved by the Architectural Control Committee as to the quality of materials, conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to building setback lines, easements, topography, existing trees, finished elevation and in compliance with the area grading plan attached as Exhibit "A" and any subsequent drainage plans approved by the City of San Antonio. In the event that an Owner owns multiple Lots and desires to submit to the Architectural Control Committee a series of floor plans, elevations, exterior color schemes, and landscaping plans then the Architectural Control Committee at their sole discretion may elect to approve the series of floor plans, elevations, exterior color schemes, and landscaping plans. As a condition of this approval Owner agrees that they will not place identical floor plans, elevations, exterior color schemes or landscaping plans across the street, next door to each other or diagonally from each other and that the structure will be placed within applicable setback lines, without encroachments into any easements and in compliance with the area grading plan attached as Exhibit "A" and any subsequent drainage plans approved by the City of San Antonio. Within thirty (30) days after the Architectural Control Committee has received all plans that the Committee may require ("Submitted Plans") and the name of the Homebuilder, the Committee shall notify the Owner in writing whether the Submitted Plans and Homebuilder are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. Any disapproval must be deposited in the mail, postage prepaid within thirty (30) days. If the person requesting approval by the Committee provides a facsimile number or email address, approval or disapproval of the request may be delivered by facsimile or email. In the event the Submitted Plans and Homebuilder have not been approved or disapproved within thirty (30) days after receipt of the name of the Homebuilder and the Submitted Plans then such Homebuilder and Submitted Plans will be deemed to have been approved in so far as the requested improvement is not otherwise prohibited by the Declaration as amended. But such deemed approval SHALL NOT BE DEEMED A WAIVER OF ANY COVENANT CONTAINED HEREIN AND THE REQUESTING PARTY MUST COMPLY WITH THE DECLARATION OTHERWISE. Once construction has commenced on a Lot, it must be completed within two hundred-seventy (270) days. If the construction is not completed within the two hundred-seventy (270) days than the approval granted will be void. APPROVAL BY THE COMMITTEE DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL OR PERMIT REQUIRED BY A MUNICIPALITY OR OTHER GOVERNMENTAL AGENCY. APPROVAL BY A MUNICIPALITY OR OTHER GOVERNMENT AGENCY DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL REQUIRED BY THE COMMITTEE.

Article 5, Section 2 is deleted in its entirety and replaced with:

"LIVING UNIT QUALITY AND SIZE. It is the intention and purpose of this covenant to assure that all Living Units shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The minimum floor area of the main structure of any Living Unit erected, placed, or permitted to remain on any residential lot, exclusive of open porches, terraces, garages or carports and detached accessory buildings, shall be 1,800 sq. ft. for a one-story Living Unit and 2,000 sq. ft. for a two-story Living Unit. Each Living Unit

greater than one-story must have a minimum of 850 sq. ft. of living area on the ground floor.”

Article 5, Section 3 is deleted in its entirety and replaced with:

**BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty feet (20') to, nor further than forty-five feet (45') from the front lot line, nor nearer than five feet (5') to the interior side lot line. No Living Unit shall be located on any lot nearer than twenty feet (20') to the rear lot line, except Lots 2-8, 17-19, 27-29, and 33-34, Block 5, which shall have a minimum twenty-five feet (25') setback from the rear lot line and Lots 8-9 and 49, Block 5, which shall have a minimum twenty-five feet (25') side setback line as shown on the recorded plat. Unless a twenty-five (25) foot rear set back line is shown on the Recorded Plat, cul-de-sac lots or curved lots (lots having a curved front lot line with a radius of curvature of less than two hundred (200) feet) shall have a minimum rear setback of fifteen (15) mean feet with no part of the building closer than ten feet (10') to the rear lot line. A detached garage or approved outbuilding may be erected on any lot provided the front of said structure is not more than thirty-five (35) feet from the rear lot line and the rear of said structure shall not be closer than five feet (5') to the rear lot line. Such structure shall not be erected nearer than five feet (5') to the side lot line. For the purposes of this covenants, eaves, steps, and open porches, shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a said lot to encroach upon another lot. On corner lots without reverse frontage the minimum side yard setback on the side street side shall be ten feet (10'). On corner lots with reverse frontage, which are identified as Lots 13, 14, 22, 25 and 30, Block 5, the minimum side yard setback on the side street frontage shall be fifteen feet (15').

Article 5, Section 4 is deleted in its entirety and replaced with:

“**ROOFING.** Roofing on each residential structure or outbuilding shall be slate, clay tile, concrete tile, standing seam metal, or composition fiberglass architectural dimensional shingles with a minimum thirty (30) year manufacturer's warranty. No flat roofs will be permitted. A roof pitch of less than 4/12 may not be constructed without specific approval by the Architectural Control Committee, which approval may be withheld in the Architectural Control Committee's sole discretion.”

Article 5, Section 5 is deleted in its entirety and replaced with:

**MATERIALS.** Only new construction materials (except for used brick) shall be used in constructing any structure or improvements situated on a Lot, unless otherwise approved by the Architectural Control Committee. The exterior walls of all residential structures shall be constructed with not less than 80% masonry or masonry veneer, for the total exterior wall area, including continuous gable walls. In addition to the foregoing, the front exterior walls of all two story residential structures shall be 90% masonry or masonry veneer, including continuous gable walls but excluding those portions of exterior walls that are above a roofline. For the purposes of this Section 5, Window and door openings that occur within a masonry or masonry veneer wall shall be counted as masonry veneer. Masonry or masonry veneer construction includes ceramic tile, brick, and rock, plaster and/or stucco construction. The Architectural Committee may waive the masonry requirements if it feels a prospective plan is in keeping with the general character of the neighborhood and does not negatively affect the Living Unit in appearance or value. All footings, piers, and foundations of the main residence on any Lot in BRAUN OAKS,

UNIT 8 and Unit 9 shall be of concrete or masonry construction. In no instance shall a slab facing any street right of way be exposed more than twenty-four inches (24") above finished grade.

All siding on residential structures must be approved by the Architectural Control Committee. No four-foot by eight-foot (4'x8') wood, hardboard or similar panel siding will be allowed. Generally the Architectural Control Committee will approve rough sawn cedar, fir or spruce wood or horizontal fiber reinforced concrete siding with a fifty (50) year manufacturer's warranty. A sample of any other siding must be submitted to the Architectural Control Committee.

Article 5, Section 6 is deleted in its entirety and replaced with:

"GARAGES. Each residential structure constructed in the BRAUN OAKS, UNIT 9, shall have an attached or detached garage able to accommodate at least two (2), but not more than three (3) automobiles with unobstructed parking space measuring not less than eighteen feet, four inches (18' 4") in width by twenty feet (20') in depth, by architectural design, constructed coincidental with the erection of said residential structure. A garage may be used by an approved Homebuilder as a sales office and display or in connection with display of his model home or homes or as a construction office, but it must be reconverted for car storage prior to residential occupancy. In no event shall a garage be used as described above for a period of more than two (2) years. Open carports are not permitted, unless under special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee."

Article 5, Section 7 is deleted in its entirety and replaced with:

DRIVEWAYS AND WALKS. All driveways in the subdivision shall be surfaced with concrete, and shall be of sufficient width to provide adequate vehicular ingress and egress from the property line to the garage. The elevation of the driveway at a point eleven (11) linear feet from the curb line shall be at least nine and three quarter inches (9 3/4") higher than the pavement grade at the gutter. The grade (slope) of the driveway shall not exceed 14%. All curbs shall be cut by an experienced, qualified, professional curb cutter.

Each Owner shall construct and maintain in good repair and condition, at Owner's own expense, a sidewalk, along and adjoining that portion of the perimeter of the Lot adjacent to the curb of any street, which shall be of a design and composition meeting all specifications of the City of San Antonio and approved in advance by the Architectural Control Committee. Sidewalks adjacent to the curb shall be at least four feet (4') wide. Homebuilders and contractors are required to clean the affected area of streets immediately after sidewalks and driveways are poured.

Article 5, Section 8 is deleted in its entirety and replaced with:

LANDSCAPING. All landscaping shall be approved by the Architectural Control Committee as per Article 4, Paragraph 3 of these Declarations. Landscaping approved by the Architectural Control Committee must be fully installed on a Lot within ninety (90) days from the first occupancy of the Living Unit situated on such Lot in accordance with the landscape plan approved by the Committee. After a landscaping plan has been approved and instituted, each Owner is required to submit to the Architectural Control Committee a written request for any significant change in the plan, each such Owner shall at all times maintain the minimum required vegetation, and each Owner shall be charged

with the responsibility of replacing any vegetation which shall thereafter die or is destroyed or removed. Each Owner shall make every effort to preserve significant natural vegetation. Appropriate procedures consistent with sound nursery practices shall be employed in all cases.

Minimum landscaping requirements will include-

- A. At least three (3) trees consisting of mountain laurel, live oak or cedar elms, with a two inch (2") caliper or greater in diameter, measured twelve inches (12") above the ground. Two of these trees shall be located in the front yard of the Lot and one tree shall be located in the rear yard of the Lot. The minimum required trees may consist of existing trees or planted trees. Owner shall comply with the City of San Antonio Tree Preservation Ordinance as amended.
- B. Solid sodding with turf grasses acceptable to the San Antonio Water System shall be installed in the front yard and side yards of the Lot, including any parkway. On corner Lots, the sodding on the street side yard shall extend to the rear property line.
- C. Basic foundational planting shall be installed which shall consist of a minimum of ten (10) five (5) gallon size plants and ten (10) one (1) gallon sized shrubs. Foundation plants will be included in planting beds configured in shape and size that compliment the shape of the residence, flatwork, and trees.

In addition to the variance powers of the Architectural Control Committee hereinafter set forth, the Committee shall have the right to grant a variance or waiver of the requirements of this section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the Committee, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver shall be in writing to be effective.

Article 5, Section 9 is deleted in its entirety and replaced with:

FENCES AND WALLS. Fencing shall not be required, except as herein specifically required, but if built, shall be constructed of wood (with vertical western red cedar slats, at least four (4) inches nominal in width and with a minimum of three (3) two (2) inch by four (4) inch nominal horizontal framing rails), masonry, stucco, wrought iron or rock or a combination of these materials (no aluminum lattice fences or chain link fences are permitted). If metal posts are to be used, they are to be painted black or boxed or enclosed with pickets to screen the post from view when the fence frame is on the outside of the fence. Fences shall not exceed six (6) feet in height or violate applicable City ordinances.

Lots 35-49 are required to have erected a wood fence on the rear property line meeting the minimum requirements of this Declaration. The fence must be tied into any adjacent Lot's rear fence and be constructed of nominal four (4) inch wide wood slats, in conjunction with the construction of the residence upon such Lot.

No fence, wall, column, hedge or shrub planting having the effect of a fence shall be built or maintained forward of the front wall line of the main house.

Any fence, wall or column which: (a) tilts more than ten (10) degrees from vertical; (b) sags more than two (2) inches in any eight (8) foot length; (c) bows more than two (2) inches in any eight (8) foot length; (d) has loose, broken, cracked or missing slats; or (e) has loose or missing framing shall be repaired or replaced.

All outside air conditioning condensing units must be screened from ground level view of adjacent streets by fences or landscape shrubbery.

Prior to January 1, 2016, any fence, wall or column erected along Braun Road or Tezel Road originally installed by the Declarant shall be maintained and/or repaired by the Owner of the Lot on which the fence, wall or columns sits.

From January 1, 2016 and thereafter, any fence, wall or column erected along Braun Road or Tezel Road originally installed by the Declarant shall be maintained and/or repaired by The Braun Oaks Units 8 and 9 Homeowners Association, Inc.

The Declaration, as amended, shall in all other respects remain in full force and effect.

EXECUTED effective as of the 2nd day of May, 2013.

DECLARANT:

Smiths Better Built Homes, Inc.

By: Jerry W. Smith, Pres.  
Jerry W. Smith, President

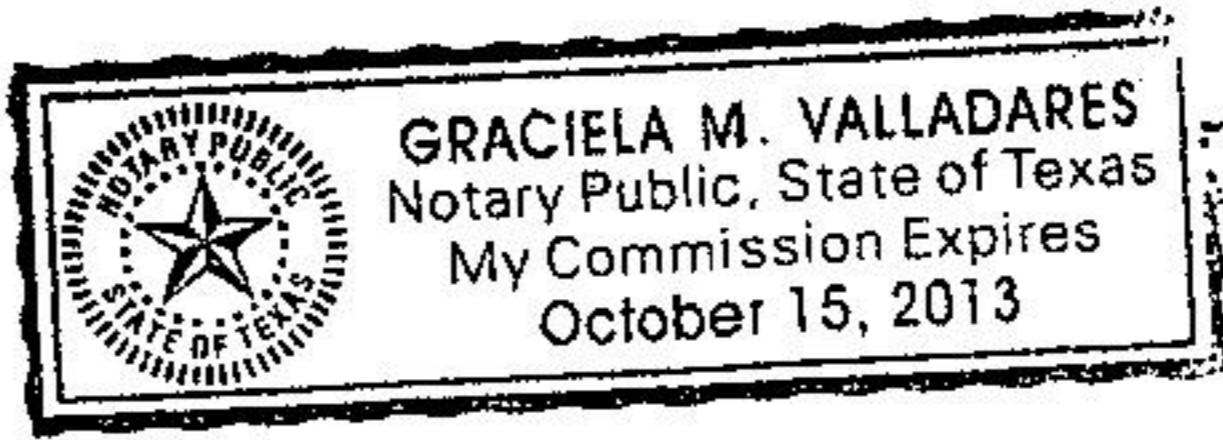
STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 2nd day of MAY 2013, by Jerry W. Smith, President of Smith's Better Built Homes on behalf of said corporation.

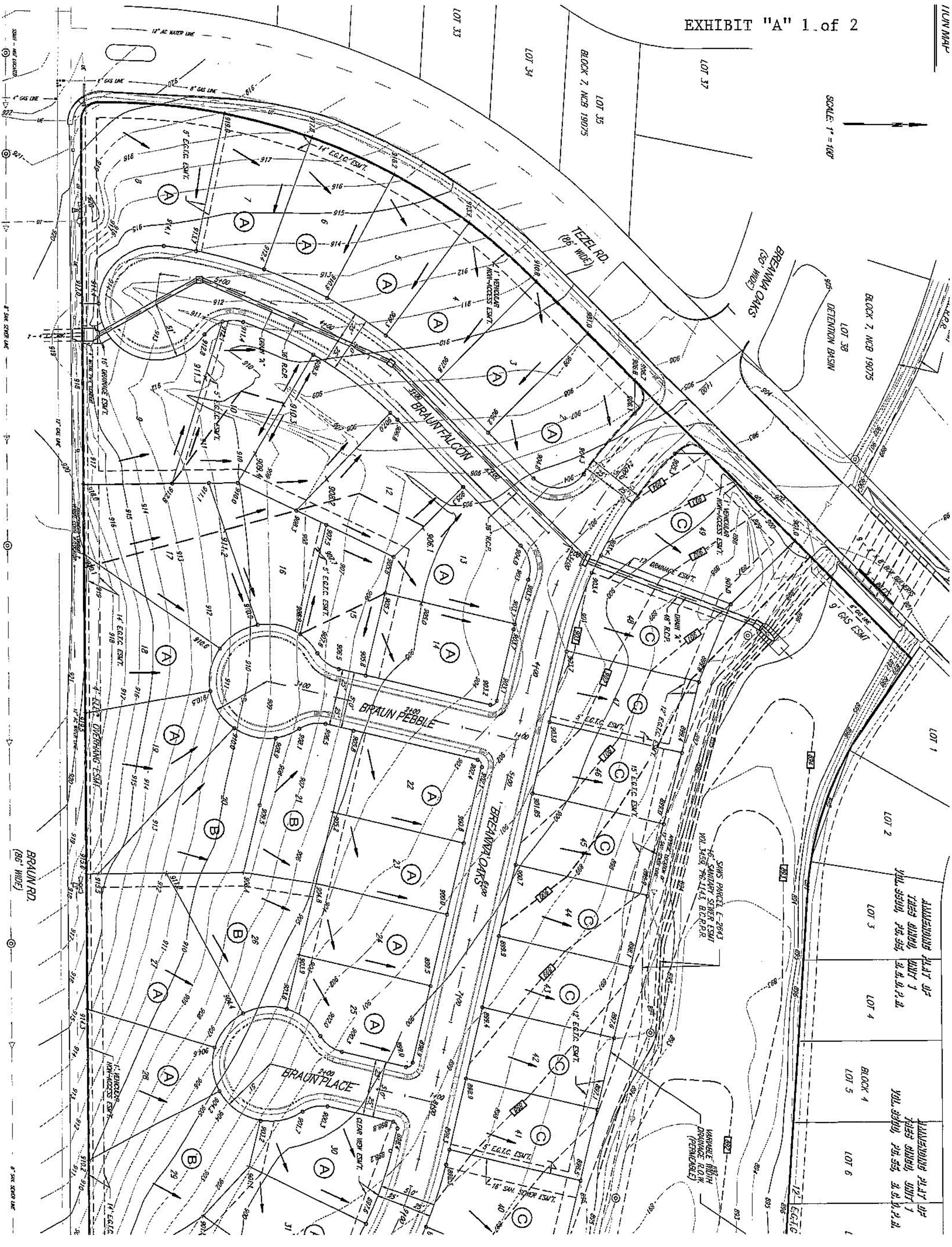
Graciela M. Valladares  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE  
& COCHRAN, INC.  
5802 IH 10 West  
San Antonio, Texas 78201-2851



SCALE: 1" = 100'



ALLIED BUILDING PLAT OF  
 THESE SUBDIVISION UNIT 1  
 VOL. 3500, PG. 55, S.D. & P.D.

ALLIED BUILDING PLAT OF  
 THESE SUBDIVISION UNIT 1  
 VOL. 3500, PG. 55, S.D. & P.D.



Doc# 20130088081  
# Pages 9  
05/02/2013 3:25PM  
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GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$44.00

STATE OF TEXAS  
COUNTY OF BEXAR  
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COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*

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*Gerard C. Rickhoff*