

DECLARATION OF PROTECTIVE RESTRICTIONS

Recorded  
Volume A-53  
Page 141-146  
10-2-78

This Declaration made this *11* day of *August*, 1978, by SECURITY TITLE AND TRUST COMPANY, Trustee, and FORT CLARK SPRINGS ASSOCIATION, INC., a Texas non-profit corporation, having their principal place of business in the City of San Antonio, Bexar County, Texas, and in Fort Clark Springs, Kinney County, Texas, hereinafter collectively referred to as the "Declarant".

WHEREAS, the Declarant is the owner of record of all of that real property described as Lots 1 to 92, inclusive, as shown on Unit 14 of the plat entitled Fort Clark Springs Unit 14, filed of record of Volume 1, pages 27, and 28, of maps in the Office of the County Clerk of Kinney County, Texas, and

WHEREAS, The Fort Clark Springs Association, Inc., herein referred to as the "Association, in accordance with the provisions of that certain Declaration of Protective Restrictions the Fort Clark Springs Association, Inc., hereinafter referred to as "Association Restrictions" recorded in Volume A-43, pages 615 to 626 inclusive, of Deed Records in the Office of the County Clerk of said County, is about to make available to the Members of the Fort Clark Springs Association, Inc., the said lots in the property above described and desires to subject the same to certain protective covenants, conditions, restrictions, and reservations, hereinafter referred to as "Conditions", between it and the acquirers of the said Lots in said Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said property, and that

THIS DECLARATION is designed for the mutual benefit of the said lots in said unit, and Declarant has fixed and does hereby fix the protective conditions upon which all of said lots and parcels of said unit shall be held, leased or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the said lots in said unit and of each owner thereof, and shall  
a with the land and bind the respective successors in interest thereof, and are

and each thereof is imposed upon said lots of said unit as a mutual, equitable servitude in favor of each of said lots and parcels therein as the dominant tenement or tenements. Notwithstanding anything herein to the contrary, in the event of any inconsistency between the "Conditions" herein contained and the provisions of the aforesaid "Association Restrictions", the latter and any amendments thereto shall control and these conditions shall be subservient thereto.

1. Architectural Committee: An Architectural Committee, hereinafter referred to as the "Committee", is hereby created to administer the Restrictions and insure high standards of development. Declarant reserves for the Committee the power to control the use of the lots and to control the placement of all Vehicles and or Units, porches, buildings, fences, walls, and other improvements (hereinafter collectively called "Structures") placed on the lots and to make such exceptions to these Conditions as the Committee shall in its sole discretion deem advisable, and to adopt and establish such rules and regulations governing the use of the Lots and parcels covered hereby, as the Committee may deem necessary and appropriate. Appeals from decisions of the Committee will be ruled on by the Board of Directors of the Fort Clark Springs Association, Inc. The Committee shall consist of those individuals designated and appointed by the Board of Directors of the Fort Clark Springs Association, Inc. The Association may at any time and from time to time designate and appoint successor members of the Committee. The names of the designated and appointed members of the Committee shall be available for inspection at the Office of the Board of Directors of the Association in Kinney County, Texas.

2. Recreational Vehicles and Accessory Facilities: All of the said lots shall be designated "Single Family Recreational Vehicle Lots" and may be used and occupied for no purpose other than a Recreational Vehicle Site, herein called "R. V. Site", together with the necessary and permitted accessory structure buildings, located on the same lot; for such uses as patio, porch, slab, deck, carport or supplementary buildings or storage facilities. Recreation Vehicles herein called "R. V. " for the purpose of these covenants conditions shall mean self-

propelled or towed units, containing sleeping, kitchen and sewer-connected toilet and shower facilities.

3. Subdividing: No Site in this unit shall be subdivided.

4. Refuse Cans and/or Clotheslines: No refuse cans and/or clotheslines shall be maintained at any time except in fences service yards approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuses shall not be permitted.

5. Approval of Structures: No structure as herein defined, shall be constructed, placed or maintained on any of the said Lots without prior written approval from the Committee and procurement of a building permit; nor shall any construction or additions to site commence until these documents are obtained. The Committee, in passing on any request for approval, shall consider the location, exterior appearance, color and exterior appurtenance of any proposed supplementary structure and its compatibility with the neighborhood. Material to be submitted for approval shall include a site plan, indicating the placing of the R. V. proposed grade changes, landscaping, as supplementary building or structures, parking space, fencing and/or screening. All original documents and photographs used in obtaining approval become the property of the Association and will be kept on file.

6. Placement of R. V. on Site and Utility Connections: No structure or R. V. shall be placed within 24" (twenty four inches) of any Lot Line, except for fences, and any over hang from any structure shall not be less than 6" (six inches) from the property line. No free standing roof shelter shall be placed on said Lot without approval of the Committee.

The Front Wall of the R. V. or any structure shall be placed no closer than 20' (twenty feet) from the front curb. With Structures located to the rear of the lot as far as possible.

All utility lines (electrical, telephone, T.V. cable) shall be underground, and water and sewer line connection must meet the Fort Clark Municipal Utility District requirements. An approved trap and clean out must be installed in the sewer lateral line between the R. V. and Lot Line. No utility lines shall run above ground a distance greater than two (2') feet from the R. V. or structure.

All utility lines and connections must be approved by an Association Inspector prior to being covered.

A suitable cover for utility pits must be provided, and installed when the R. V. is removed from the premises for more than twenty four (24) hours.

7. Improvements and Landscaping: Each Lot shall be improved in its entirety with landscaping and or surfacing composed of concrete, asphalt, gravel, grass or other dust free material. No fences shall exceed four (4') feet in height. This work must be commenced within six (6) months of notification that a performance lot is available, and must comply with the Fort Clark Springs Association, Inc. Declaration of Restrictions.

No alterations will be made to the curbs of this unit for driveways or sidewalks. (See Amendment attached)

8. Maintenance: No R. V., structure or motor vehicle shall be permitted to occupy any portion of an R. V. Site if it has been allowed to deteriorate to a point where it has become unsightly: No storage will be permitted unless enclosed in an approved storage facility.

9. Motor Vehicle Parking: Motor Vehicle parking on lots shall be restricted to operable motor vehicles carrying valid state license and/or motorized recreational vehicles for which no state license is required.

10: Repairing Vehicles: No major repairing or overhauling of motor vehicles shall be permitted.

11. Noxious Activity: No activity noxious or offensive to the neighborhood shall be conducted within any structure or on any portion of any lot in said tract herein designated as a R. V. Lot.

12. Radio-Television Antenna:

- a. No antenna shall extend higher than twenty (20') feet from the ground.
- b. The antenna and mast will be secured to prevent damage in case of winds.

13. Parcels: Parcels A. to C. inclusive, are designated as permanent open space property and title shall be held by the Association. Members of the Association shall have access to all open space lots in accordance with such rules and regulations as may be established from time to time by the Association.

14. Signs: No signs, advertisements, billboards of advertising structures of any kind may be erected or maintained on any of the lots, provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot, which advertising board shall not be more than three (3') feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

15. Animals: No animals other than household pets, not to exceed two (2) shall be kept on any of the said lots, and all such animals shall be leashed or confined.

16. Fuel Tanks: Placement of fuel storage tanks shall be placed on said Lot according to the State of Texas requirements.

17. Remedies for Violation: Association or the Committee or any Owner of a lot may take appropriate action to compel compliance with the terms hereof or prevent the violation of any of the Restrictions. Without limiting the generality of the foregoing, if there is placed on a lot any Structure which is in violation of these Conditions, or if any lot is not kept free from refuse, junk, excessive growth or objects, or if any lot is used in a way which is annoying or unsightly or disturbs the peace and comfort of others, then after giving the Owner or Occupier of such lot written notice, the Association or the Committee or a representative of either may enter the lot and abate or remove the same at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

18. Enforcement: Enforcement of these Conditions shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant to restrain violations and/or to recover damages. But the breach of any of said Conditions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but such Conditions shall be binding upon and effective against any Owners of said premises whose title thereto is acquired by foreclosure, Trustee's sale or otherwise.

19. Waiver and Severability: The failure promptly to enforce any of these Conditions shall not bar their enforcement or be considered a waiver. The invalidation of any one or more of these Conditions shall not effect any of the other Restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused their corporate names and seals to be affixed hereto this 11 day of Aug., 1978.

SECURITY TITLE AND TRUST CO. *Trustee*  
By *Carl H. Pfeiffer*  
President

PORT CLARK SPRINGS ASSOCIATION, INC.  
By *David H. Sharp*  
President *PR0-78m*

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

Before me, the undersigned authority, on this day personally appeared Carl H. Pfeiffer, President of Security Title and Trust Company, 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, in the capacity therein stated and as the act and deed of said corporation, as such Trustee.

Given under my hand and seal of office on this the 11 day of August, 1978.

*Kathy Hime*  
Notary Public in and for Bexar County,  
Texas

STATE OF TEXAS }  
                          }  
COUNTY OF KINNEY }

Before me, the undersigned authority on this day personally appeared *David H. Sharp* President of *Port Clark Springs 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 22<sup>nd</sup> day of September, 1978.

NO. *147-1047*  
Filed For Record in My Office  
This 7 day of Oct. 1978  
At *12:48* O'clock *2* M  
*David H. Sharp*  
County Clerk, Kinney County, Texas  
By *David H. Sharp* Deputy  
*A-53 page 11-1146*

*David H. Sharp*  
Notary Public in and for Kinney County,  
Texas

County Court in and for said County, do hereby certify that the foregoing **DECLARATION OF PROTECTIVE RESTRICTION** dated the 11th day of August 1978, with its certificate of authentication, was filed for Record in my office, the 2nd day of October 1978, at 10:48 o'clock A.M., and duly Recorded the 2nd day of October 1978, at 11 o'clock A.M., in DEED Record of said County, in Vol. A-53 on Pages 141-146

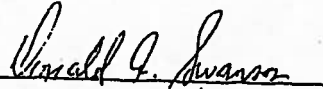
Witness my hand and the seal of the County Court of said County, at office in BRACKETTVILLE Texas, the day and year last above written.

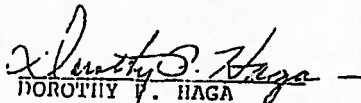
By [Signature], Deputy

DOLORES RANEY, Clerk,  
County Court, K I N N E Y County.

BLANKET WAIVER  
UNIT 14

The Board of Directors, Fort Clark Springs Association, Inc., acting in regular session, September 15, 1984, unanimously agreed to waive the 2-foot rear set-back line for all lots in Unit 14.

  
DONALD A. SWANSON  
PRESIDENT

  
DOROTHY V. HAGA  
SECRETARY



STATE OF TEXAS     I  
COUNTY OF KINNEY   I

BEFORE ME, the undersigned authority, on this day personally appeared BILL BIZZELL, President of the Fort Clark Springs Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24<sup>th</sup> day of November, 1981.

Donna M. Welje  
Notary Public in and for  
Kinney County, State of Texas

My Commission expires 6-3-85

AMENDMENT TO  
DECLARATION OF PROTECTIVE RESTRICTIONS  
UNIT 14  
THE FORT CLARK SPRINGS ASSOCIATION, INC.

WHEREAS the following amendment was adopted by the Board of Directors of the Fort Clark Springs Association, Inc. and was approved at their regular meeting held on November 21, 1981;

NOW, THEREFORE, the Declaration of Protective Restrictions of Unit 14, Fort Clark Springs Association, Inc. is hereby amended to read as follows:

Paragraph 2 is hereby deleted and replaced with a new paragraph 2 to read:

2. All of the said lots shall be designated "Single Family Recreational Vehicle Lots" and may be used and occupied for a Recreation Vehicle Site, herein called "R.V. Site", together with the necessary and permitted accessory buildings, located on the same lot; for such uses as patio, porch, slab or deck, carport or storage facilities. Recreation Vehicle herein called "R.V." for the purpose of these conditions, shall mean self-propelled or towed self-contained units, containing kitchen and toilet facilities. Although this subdivision is primarily designed to accommodate R.V. users, all of the lots may also be used and occupied for one family residential purposes with homes of conventional construction, subject to prior approval of any such residential units by the Architectural Committee and/or the Association.

EXECUTED this 24<sup>th</sup> day of November, 1981.

FORT CLARK SPRINGS ASSOCIATION, INC.

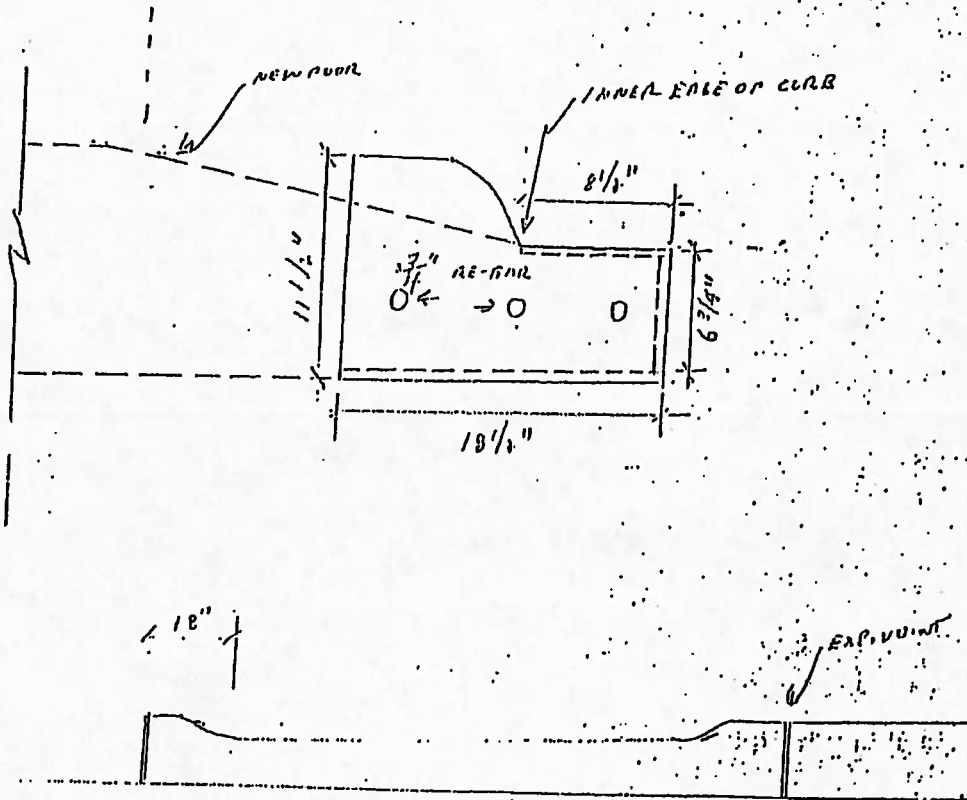
By: Bill Bizzell  
Bill Bizzell, President

ATTEST:

Dorothy P. Haga  
Dorothy P. Haga, Secretary

Cement curbs can be removed for placement of concrete driveway entrances. The following specifications will apply:

1. The edge of the driveway must begin at the inner edge of the gutter.
2. Gutter, when removed, must be replaced at the same height and dimensions as original.
3. The top of the slope of the driveway will be at a minimum, the height of the original curb.
4. Length of cut for driveways will be width of driveway plus 18" on each end. The 18" cut will be tapered from curb to driveway.
5. Expansion joints will be used at end of cuts.
6. No rough or broken concrete will be left exposed.
7. All curbs and gutters up to asphalt will be removed.
8. When curbs and gutters (for driveways) is poured, a minimum of 3 and three fourth's inches re-bars will be used.
9. If an asphalt or gravel drive is used, concrete drive entrances will be poured to a distance of 2' from curb.
10. All asphalt damage will be repaired.
11. The Driveway will not be poured on broken curb or gutter.



Handwritten signature and initials:

Handwritten signature

Handwritten initials

Handwritten initials

BLANKET WAIVER - DECLARATION OF PROTECTIVE RESTRICTIONS - UNIT 14

WHEREAS, a Declaration of Protective Restrictions made the 11th day of August, 1978 and filed in the Deed Records of Kinney County, Texas, Volume A-53- pages 141-146, on the 2nd day of October, 1978, provided for certain restrictions in said Unit 14 and;

WHEREAS, the Architectural Committee of the Fort Clark Springs Association, Inc., has recommended that a waiver of the twenty (20) foot front setback be approved.

BE IT THEREFORE RESOLVED that a Blanket Waiver is hereby imposed for the Declaration of Protective Restrictions of Unit 14, Fort Clark Springs Association, Inc., as follows:

"The front wall of the RV or any structure shall be placed no closer than twenty (20) feet from the front property line. Excepting however, that open carports (no lattice work or screening permitted on sides or front) may be placed no closer than two (2) feet from the front property line."

EXECUTED this 18th day of May, 1996.

FORT CLARK SPRINGS ASSOCIATION, INC.

BY: Mary Mitchell  
MARY MITCHELL, PRESIDENT

ATTEST:

Frank H. Cheaney, Jr.  
FRANK H. CHEANEY, JR., SECRETARY

STATE OF TEXAS    X  
COUNTY OF KINNEY X

BEFORE ME, the undersigned authority, on this day personally appeared MARY MITCHELL, President of the Fort Clark Springs Association, Inc., and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office, this 20th day of May, 1996



Nancy Frerich  
NOTARY PUBLIC