

Unit 21  
Part of BK15

DECLARATION OF PROTECTIVE COVENANTS

This Declaration is made this 25th day of May, 1976, by SECURITY TITLE AND TRUST COMPANY, Trustee, and FORT CLARK SPRINGS ASSOCIATION, INC., a Texas non-profit corporation, having their principal places of business respectively in the City of San Antonio, Bexar County, Texas, and in the City of Brackettville, Kinney County, Texas, hereinafter collectively referred to as the "Declarant."

WHEREAS, the Declarant is the owner of that real property described in Exhibit "A" attached hereto and made a part hereof; 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 Kinney County, Texas, is about to make available to a Member of Fort Clark Springs Association, Inc., the above-described property and desires to subject the same to certain protective covenants, conditions, restrictions, and reservations, hereinafter referred to as "Conditions" between it and the acquirer of the said property;

WHEREAS, the said property is improved with a residential structure which architecturally depicts the history and development of Fort Clark; and

WHEREAS, the said property and the improvements situated thereon have a direct bearing on and directly affect the overall appearance of the central core area and of Fort Clark Springs; and

WHEREAS, it is in the best interest of Fort Clark Springs, The Fort Clark Springs Association, Inc., and each of its members that the said property and the improvements thereon be continually maintained and improved so as to, at all times, be complimentary to and compatible with its environment and dedicated to the preservation of its architecture and the historic value thereof;

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 Declarant has fixed and does hereby fix the protective Conditions upon which said property or any portion thereof shall be held, leased or sold, and/or conveyed by it as such owner, and which shall run with the land and bind the respective successors in interest thereof, and are and each thereof is imposed upon the said property and all portions thereof.

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.

SAID CONDITIONS ARE AS FOLLOWS:

1. Except as otherwise herein provided, these Conditions shall run with the land and shall be binding upon the parties and all persons claiming under them until twenty (20) years from the date hereof, at which time said Conditions shall be automatically extended for successive periods of ten (10) years unless Declarant and the owners of said property jointly agree to change said Conditions in whole or in part.

2. Architectural Committee: An Architectural Committee, herein referred to as "Committee" is hereby created to administer the restrictions and high standards of development and maintenance. Declarant reserves for the Committee the power to control the use of said property, the improvements thereon, and the maintenance thereof, and to control the construction of all residences, cabanas, porches, breezeways, buildings, swimming pools, fences, walls, wall copings, and other improvements (hereinafter collectively called "improvements") placed on said property and to make such exceptions to the Conditions as the Committee shall deem advisable, and to adopt, establish and administer such rules and regulations governing the use and maintenance of said property and the improvements thereon as the Committee may deem necessary and appropriate. 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 Brackettville, Texas, or at such other place in the County of Kinney as the Association may determine.

3. Approval by Architectural Committee: No improvement shall be placed or constructed on said property until the working drawings therefor have been approved in writing by the Committee; no remodeling, painting, or exterior reconstructions or addition to a structure shall be commenced without like approval in writing before said remodeling, painting or reconstruction begins, but approval shall not be required for repairs. No other improvements on said property shall be commenced, including but not limited to gardening, seeding, or landscaping unless the plans are approved in writing by the Committee. No substantial change shall be made in the elevation of any portion of the lots without prior written approval of the Committee. The Committee in passing on requests for approval shall consider, without being limited to, the location, form, texture, color, overall dimensions, and exterior appearance of the proposed improvement and its compatibility with its environment or other improvements. Preliminary drawings should be submitted to the Committee for approval before commencing working drawings. Working drawings submitted for approval shall include floor plans, complete elevations, color and finish schedules, landscaping, specifications and plot site development plans.

4. Residential Use: Said property shall be and hereby is designated for single-family residential use and may be improved, used and occupied for one-family purposes together with the necessary and permitted accessory buildings located on the same property as the residence for such uses as garages, cabanas, porches, slabs or decks.

No rooms within any of the improvements situated on said property covered hereby shall be let or sublet. However, nothing herein shall prohibit any of the improvements situated on said property to be let or sublet in their entirety.

5. Improvement Requirements: No construction shall commence until a building permit has been obtained from the governing body or bodies having jurisdiction and unless such construction shall provide for the general health and safety of its inhabitants. No natural stone or rock, being a part of any improvement of any of the said lots, shall be painted, plastered or stuccoed, or otherwise coated or covered without the written authorization of the Architectural Committee. Plumbing, heating and electrical installations shall be in accordance with all applicable codes. When the construction of any improvement begins, the work must be prosecuted diligently and in a workmanlike manner, and the exterior

thereof must be completed within six (6) months from the date construction begins, unless delays shall be caused by strikes, labor disputes, Acts of God or other acts beyond the control of the owner. Exteriors with exposed or uncovered tar paper or roofing felt shall be considered unfinished.

No single-story residential structure or building shall be built which contains less than 1000 square feet of livable space; and no two-story residential structure or building shall be built which contains less than 1500 square feet of livable space.

6. Radio - T.V. Antenna: No radio or television antenna shall be erected, placed or allowed to remain on said property or on any improvements constructed thereon, that do not meet the standards as adopted by the Board of Directors.

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

8. Animals: No animals other than household pets, not to exceed four (4), shall be kept, and all such animals shall be leashed or confined behind walls.

9. Maintenance: The property and improvements thereon shall be continually maintained and improved so as to, at all times, be complimentary to and compatible with its surrounding environment and dedicated to the preservation of its architecture and historic value thereof, and shall be used and constructed so as not to be annoying or unsightly or a nuisance or constitute a violation of the Association, or disturb the peace and comfort of others. No refuse or junk of any kind shall be kept on said property.

10. All tanks, if not buried, and all clotheslines, garbage cans, equipment, wood piles and storage piles shall be concealed from the view of neighboring properties, streets and other common spaces. Fences, hedges, lattice-work, screening or other barriers shall be approved in writing by the Architectural Committee prior to constructions.

11. Sanitation: No garbage and waste shall be kept unless kept in fly-, rodent-, and scavenger-tight containers. Garbage and waste shall be disposed of in accordance with good sanitary practices as established by the Association, local, state and federal authorities.

There shall be no burning of refuse, nor shall garbage incinerators be allowed on said property. Outdoor toilet facilities shall not be placed nor be allowed to remain on said property.

Water shall not be used other than for domestic use.

12. Electronic Equipment: No owner or operator of electronic equipment may erect a receiving or sending mast or antenna without prior approval of the Committee and the local governing body. No equipment generating electromagnetic energy which may interfere with communication reception shall be permitted unless equipped with an adequate suppressor.

13. Remedies for Violation: Association or the Committee may take appropriate action to compel compliance with the terms hereof or prevent the violation of any of the Conditions. Without

limiting the generality of the foregoing, if there is placed on said property any improvement which is in violation of these Conditions, or if any improvement which is in violation of these Conditions is permitted to remain, or if said property is not kept free from refuse, junk, excessive growth or objects, or 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 written notice, the Association or the Committee or a representative of either may enter said property 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.

14. "Notice" as used in these covenants shall mean written notice, postage prepaid, placed in the United States mail.

15. 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 covenants to restrain violation and/or to recover damages. But the breach of any 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.

16. Waiver of 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 affect any of the other Conditions, 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 25th day of May, 1976.

SECURITY TITLE AND TRUST COMPANY  
TRUSTEE

By Carl H. Pfeiffer  
President

FORT CLARK SPRINGS ASSOCIATION, INC.

By [Signature]  
President

THE 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, Trustee, 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 27<sup>th</sup> day of May a 1976.

[Signature]  
Notary Public in and for Bexar  
County, Texas

THE STATE OF TEXAS )  
COUNTY OF *Kennedy* )

Before me, the undersigned authority, on this day personally appeared R. M. Tobin, President of Fort 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 *12<sup>th</sup>* day of *June*, 1976

*Margaret S. Helmann*  
Notary Public in and for *Kennedy*  
County, Texas

EXHIBIT "A"

A 0.289-acre tract of land out of and part of Block 15, Fort Clark Springs Unit No. 21, as shown on plats filed in Volume 1, Pages 31 - 34 of the Map Records of Kinney County, Texas; being more fully described by metes and bounds as follows:

BEGINNING at an iron stake in the S. E. line of Block 15 from which point the East corner of said Block 15 BRS. N. 47° 17' E. 10.0 ft., for the East corner of this tract;

THENCE S. 47° 17' W. 75.5 ft. with the S. E. line of Block 15 to an iron stake from which point the South corner of Block 15 BRS. S. 47° 17' W. 25.0 ft., for the South corner of this tract;

THENCE N. 41° 53' W. 167.7 ft. to an iron stake for the West corner of this tract;

THENCE N. 47° 17' E. 75.5 ft. with the N. W. line of Block 15 to an iron stake from which point the North corner of Block 15 BRS. N. 47° 17' E. 10.0 ft., for the North corner of this tract;

THENCE S. 41° 53' E. 167.7 ft. to the place of BEGINNING.

NO. 11,336  
Filed for Record in My Office  
This 23 day of June 1926  
At 3:00 o'clock P.M.  
D. L. Hines, Kinney  
County Clerk, Kinney County, Texas  
By J. A. Hines, Deputy  
Vol. 119, Page 878-883

THE STATE OF TEXAS,  
COUNTY OF KINNEY }  
I, DOMENEC HANEX, Clerk of the  
County Court in and for said County, do hereby certify that the foregoing... DECLARATION OF PROTECTIVE  
COVENANT  
was filed for record in my office, the 23rd day of June, 1926, at 3:00 o'clock P.M., and duly  
reel the 24th day of June, 1926, at 9:00 o'clock A.M., in  
the Deed Record of said County, in Vol. 119 on Pages 878-883  
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.  
D. L. Hines, Clerk,  
Kinney