

New CCIR's

Unit 21
Block 9

DECLARATION OF PROTECTIVE RESTRICTIONS

This Declaration made this 30th day of November, 1993, by Donald A. Swanson and Mary Frances Swanson, owners of the East half of Lot Three (3), Building No. 12; Mary Hobart Key, owner of both the East and West halves of Lot Four (4), Building No. 14-15; Frank P. Christian and Harriet Edmunds Christian, owners of both the East and West halves of Lot Five (5), Building No. 16-17; Helen W. Lynch, owner of the East half of Lot Six (6), Building No. 18; John F. Frank and Mary D. Frank, owners of the West half of Lot Six (6), Building No. 19; Charles Gordon Downing and Frances P. Downing, owners of the East half of Lot Eight (8), Building No. 21; Ben E. Pingenot and Rozetta H. Pingenot, owners of the West half of Lot Eight (8), Building No. 22; Margie N. Hale, owner of Lot Nine (9), Building No. 23-24; William F. Haenn and Kyoung Suk Haenn, owners of the North half of Lot Ten (10), Building No. 25; and, Pat Owens and Fran Prather Owens, owners of the South half of Lot Ten (10), Building No. 26. Said 10 Declarants being owners of 12 out of a total of 21 lots in Block 9, Unit 21, thereby constituting a majority of the lots in said Block of said Unit.

WHEREAS, the Declarants are the owners of a majority of the lots in Block 9, as shown on Unit 21 of the plat entitled Fort Clark Springs Unit 21, filed of record in Volume No. 1, Pages 31 through 34 inclusive, 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 provision 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, had made available the said lots in the property described subjecting the same to certain protective covenants, conditions, restrictions, and reservations, hereinafter referred to as "Conditions" between it and the owners of the said lots in said property.

WHEREAS, as allowed by the Condition one (#1) in the original Declaration of Protective Restrictions, dated November 30, 1973, and recorded in Vol. A-46, pp. 105-112, Deed Records, Kinney County, Texas, the declarants,

NO. 48,825
filed For Record In My Office
29 day of Nov. 19 93
1:00 O'clock A M
Delores Roney
County Clerk, Kinney County, Texas

hereinafter referred to as "Declarant," as the owners of a majority of the lots in Block 9, Unit 21, have voted to and do hereby vote to change the previously enacted Declaration of Protective Restrictions in whole, and do hereby enact these Declarations of Protective Restrictions for the entirety of Block 9, Unit 21.

WHEREAS, each of the said lots is improved with residential structures and each of which architecturally depict the history and development of Fort Clark, and

WHEREAS, each of the lots and the improvements situated thereon, has 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 Block 9, Unit 21, and each of the owners in said Unit and Block that each of the said lots 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

THIS DECLARATION is designed for the mutual benefit of all Block 9 lots or any portion thereof in said unit, and Declarant has fixed and does hereby fix the protective Conditions upon which all of said lots and parcels or any portion thereof in 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 and all portions thereof in said unit and of each owner thereof, and shall run with the land and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots and all portions thereof in said unit as a mutual, equitable servitude in favor of each of said lots, portions thereof, 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.

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 November 30, 1993, at which time said Conditions shall be automatically extended for successive periods of ten (10) years unless by vote of the owners of a majority of the lots in said Block 9, of Unit 21, it is agreed 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 the lots, 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 the lots and to make such exceptions to the Conditions as the Committee shall, in its sole discretion, deem advisable, and to adopt, establish and administer such rules and regulations governing the use and maintenance of said lots 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 and Texas Historical Commission:

The Historic Residential Buildings of Unit 21, Block 9, Lots 1-13, were included with the other historic structures of Fort Clark when the National Registry of Historic Places was filed in September, 1979. There-

fore, all houses in Unit 21, Block 9, must adhere to the standards issued by the Secretary of the Interior For Rehabilitation and Guidelines For Rehabilitating Historic Buildings as appearing in The Code of Federal Regulations.

Additionally, Historic Residential Buildings of Unit 21, Block 9, which have been designated as Recorded Texas Historic Landmarks must retain their basic architectural integrity. If significant cosmetic or structural changes, including the relocation or demolition of the structure, are desired, the owner will conform to the provisions of the Texas Government Code, Chapter 442, Section 442.006(f), which state that: A person may not damage the historical or architectural integrity of a structure the commission has designated as a Recorded Texas Historic Landmark without notifying the commission at least 60 days before the date on which the action causing the damage is to begin.

No improvement shall be placed or constructed on a lot 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 of a lot shall commence, 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: All of the said lots shall be designated single-family residential lots and may be improved, used and occupied for one-family

purposes together with the necessary and permitted accessory buildings located on the same lot as the residences for such uses as garages, cabanas, porches, slabs or decks.

No rooms within any of the improvements situated on any of the lots covered hereby shall be let or sublet. However, nothing herein shall prohibit any of the improvements situated on any of the said lots to be let or sublet in their entirety; providing, however, that such letting or subletting shall only be permissible if done in writing for terms of one year or longer.

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. 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 - Satellite Dishes - Solar Panels: No radio or television antenna, satellite dishes, or solar panels shall be erected, placed or allowed to remain on any of the lots or on any improvements constructed thereon.

7. Signs: No signs, advertisements, billboards or 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 advertising board on each lot 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 lots upon which it is erected.

8. Animals: No animals other than household pets, not to exceed three (3), shall be kept on any of the said lots, and all such animals shall be leashed or confined to the property.

9. Maintenance: The lots 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 the lots.

10. 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 any of the lots.

11. Electronic Equipment: No owner or operator of electric equipment may erect a receiving or sending mast or antenna on any lot 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.

12. 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 improvement which is in violation of these Restrictions, or if any improvement, which is in violation of these restrictions is permitted to remain on any lot, 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.

13. Party Walls:

A. General Rules of Law to Apply: Each wall, whether structural or free standing, which is built upon the lots and placed on or at any lot line and is used or intended to be used by two or more adjoining lot Owners shall constitute a Party Wall, and to the extent not inconsistent with the provisions of the within covenants the general rules of Texas laws regarding Party Walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

B. Except as hereinafter provided, each Owner shall be responsible for the maintenance of that portion of the Party Wall facing his lot.

C. In the event any Party Wall is damaged or destroyed through the act or omission of an act by an Owner or any of his invitees, tenants, licensees, agents, or members of his family (whether or not such act is negligent or otherwise culpable) then such Owner shall forthwith proceed to rebuild, repair, or restore the Party Wall to its former condition without cost to the non-responsible Owner.

D. In the event any Party Wall is damaged or destroyed by some cause other than an act or omission of an act of one of the Owners, his agents, tenants, licensees, invitees or family members, the adjoining Owner shall repair or rebuild the Party Wall to its former condition and the repairing expense shall be borne equally by the adjoining Owners.

E. Any Owner proposing to paint, resurface, modify, make additions to, or in any way alter a Party Wall must obtain the written consent of the adjoining Owner and the Committee prior to the commencement of such work. In the event any Party Wall is extended either vertically or horizontally, the adjoining Owner shall pay the constructing party one-half of the cost of such extension.

F. In the event of a dispute between Owners with respect to the repairing, rebuilding or extending of a Party Wall or with respect to the sharing of the cost thereof, the dispute shall be submitted to arbitration as provided for in the aforesaid Association Restrictions.

14. The term "lot" or "lots" as used herein shall mean and include all of the lots 1, 7, 9, 12, 13, the westerly one half of lots 2, 3, 4, 5, 6, and 8; the easterly one half of lots 2, 3, 4, 5, 6 and 8; the northerly one half of lots 10 and 11; and the southerly one half of lots 10 and 11.

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

16. 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.

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

IN WITNESS WHEREOF, the Declarants have caused their names to be affixed hereto this 30th day of November, 1993.

Donald A. Swanson *Mary Frances Swanson*
Donald A. Swanson and Mary Frances Swanson
Owners, East half of Lot Three (3),
Block 9, Unit 21

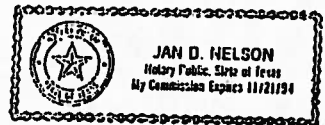
State of Texas
County of Kinney

This instrument was acknowledged before
me on NOVEMBER 19, 1993

by DONALD A. & MARY FRANCES SWANSON
(name or names of person or persons acknowledging)

Jan D. Nelson
Notary Public

myr/m---sw
(Title of Officer)



My Commission expires: 11-21-94

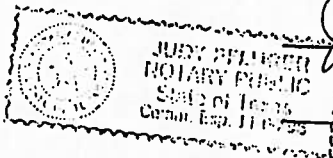
Mary Hobart Key
Owner, Lot Four (4),
Block 9, Unit 21

Mary Hobart Key

State of Texas
County of Travis

This instrument was acknowledged before
me on July 23, 1993

by MARY HOBART KEY
(name or names of person or persons acknowledging)



Judy P. Glenn
Notary Public

NOTARY
(Title of Officer)

My Commission expires: 11-4-95

[Handwritten Signature] *Harriet Edmunds Christian*

Frank P. Christian and Harriet Edmunds Christian
Owners, Lot Five (5),
Block 9, Unit 21

State of Texas
County of ~~Kimney~~ BEXAR

This instrument was acknowledged before
me on November 22, 1993

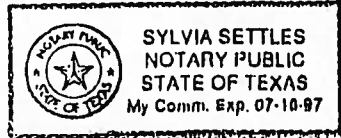
by *[Handwritten Signature]* *Harriet Edmunds Christian*
(name or names of person or persons acknowledging)

Sylvia Settles

Notary Public

(Title of Officer)

Commission expires: 7-15-97



Helen W. Lynch
Helen W. Lynch
Owner, East half of Lot Six (6),
Block 9, Unit 21

State of Texas
County of Kinney

This instrument was acknowledged before
me on November 23, 1993

by Helen W. Lynch
(name or names of person or persons acknowledging)

Janis J. Floyd
Notary Public
JANIS J. FLOYD
Notary Public, State of Texas
My Commission Expires 8-25-97
Notary Public
(Title of Officer)

My Commission expires: 8-25-97

John F. Frank Mary D. Frank
John F. Frank and Mary D. Frank
Owners, West half of Lot Six (6),
Block 9, Unit 21

State of Texas
County of Kinney

This instrument was acknowledged before
me on November 24, 1993

by John F. Frank and Mary D. Frank
(name or names of person or persons acknowledging)


Janis J. Floyd
Notary Public
JANIS J. FLOYD
Notary Public, State of Texas
My Commission Expires 8-25-97
Notary Public
(Title of Officer)

My Commission expires: 8-25-97

Charles Downing Frances P. Downing
Charles Gordon Downing and Frances P. Downing
Owners, East half of Lot Eight (8),
Block 9, Unit 21

State of Texas
County of Kinney

This instrument was acknowledged before November 22, 1993.
me on Charles Gordon Downing
by Frances P. Downing
(name or names of person or persons acknowledging)



J. L. Laves County Clerk
Notary Public
Kinney County, Texas
(Title of Officer)

My Commission expires: 12-31-1994

Ben E. Pingent Rozetta H. Pingent
Ben E. Pingent and Rozetta H. Pingent
Owners, West half Lot Eight (8),
Block 9, Unit 21

State of Texas
County of Kinney

This instrument was acknowledged before
me on this 22nd of November, 1993.
by Ben E. Pingent & Rozetta H. Pingent
(name or names of person or persons acknowledging)


J. L. Laves County Clerk
Notary Public
Kinney County, Texas
(Title of Officer)

My Commission expires: 12-31-1994

Margie N. Hale

Margie N. Hale
Owner, Lot Nine (9), Block 9, Unit 21

State of Texas
County of Kinney Travis

This instrument was acknowledged before
me on 11-22-93

by Margie N. Hale
(name or names of person or persons acknowledging)



DEE DEE P. SCHMEISSER
MY COMMISSION EXPIRES
March 17, 1997

Dee Dee P. Schmeisser
Notary Public

Notary Public
(Title of Officer)

My Commission expires: 3-17-97

William F. Haenn Kyoung Suk Haenn
William F. Haenn and Kyoung Suk Haenn
Owners, North half Lot 10, Block 9, Unit 21

State of Texas
County of Kinney

This instrument was acknowledged before
me on 11/23/93

by William F. Haenn Kyoung Suk Haenn
(name or names of person or persons acknowledging)

Nancy French
Notary Public

Notary Public
(Title of Officer)



My Commission expires: 11/14/95

Pat Owens Fran Prather Owens
Pat Owens and Fran Prather Owens
Owners, South half Lot 10, Block 9, Unit 21

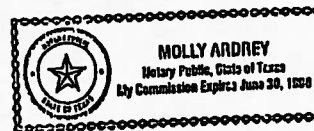
State of Texas
County of Kinney

This instrument was acknowledged before
me on 11/19/93

by Pat Owens Fran Prather Owens
(name or names of person or persons acknowledging)

Molly Ardrey
Notary Public

NOTARY PUBLIC
(Title of Officer)



My Commission expires: 6-30-96

STATE OF TEXAS
COUNTY OF KINNEY
I, DOLORES RANEY, COUNTY CLERK, of
KINNEY COUNTY, TEXAS do hereby certify that the foregoing
instrument was FILED on the date and time stamped hereon,
and was duly RECORDED on 11/29/93 at 1:30 P.M.
in Vol. A-103 Pages 091-105 of the DEED
Records of Kinney County, Texas.

WITNESS MY HAND AND SEAL of office this 29TH day
of NOVEMBER, 1993.

(Seal) DOLORES RANEY, County Clerk
Kinney County, Texas

By: Maura J. Shedy, Deputy