

110. 211, 71-2
Filed For Record In My Office
This 4 day of April 1997
At 10:50 O'clock A
Donna Elia Sandora
County Clerk, Kinney County, Tex
By William H. Hamblin Deputy
1997

DECLARATION OF PROTECTIVE COVENANTS

The declaration made this 4th DAY OF April 1997, by the property owners of Unit 23 and the FORT CLARK SPRINGS ASSOCIATION, INC., having its principal place of business in the City of Brackettville, Kinney County, Texas hereinafter collectively known as the "Declarant".

WHEREAS, the Fort Clark Springs Association, Inc. and individual owners of the real property described as Lots 1 to 30 inclusive, as shown on Unit 23 of the plat entitled Fort Clark Springs Unit 23, filed of record in Volume 1, Page 37, of the Plat Records in the Office of the County Clerk of Kinney County, Texas, and the Declarant, herein referred to as the "Association" desires to subject the same to certain protective covenants, conditions, restrictions, and reservations, hereinafter referred to as "Conditions" between it and the owners of the said property;

WHEREAS, the said property and the improvements situated thereon have a direct bearing on and directly affect the overall appearance of the 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 been established and does hereby establish a general plan for the protection, maintenance, development and improvement of said property, and the 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 "Condition" 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 five (5) years

from the date hereof, at which time said Conditions shall be automatically extended for successive periods of five (5) years unless Declarant and the owners of said property jointly vote and agree to change said Conditions in whole or part, with each property owners casting one vote and the decision to be carried by two thirds majority vote.

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 constructions 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 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 therefore have been approved in writing by the Committee, no structure shall be commenced without like approval in writing before said remodeling or reconstruction begins, but approval shall not be required for repairs. No other improvements on said property shall be commenced, 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 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. 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 room 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 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 improvements 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. No two story residential structure or building shall be built which contains less than 1500 square feet of livable space. No structure will be constructed or erected within a distance of 10 feet of the street front or 10 feet from side lot line. For the purpose of clarification the term street front refers to the line from which the original 20 feet set back was measured. The original 20 feet set back provision is hereby modified to 10 feet set back. Exceptions are encroachments from existing previous construction prior to this date, which are deemed grandfathered exceptions. No driveways will be allowed to enter any lot from the street front. Any driveways or parking spaces will enter from the rear of lots. The exception being lots located on cul de sacs such as lot 14 where no alley, street or easement was, or ever has been in existence to provide access from the rear of lot. Any sidewalk constructed between dwellings and street front will be constructed of concrete three (3) feet wide.

6. Materials, Appearance and Construction Types: For all lots: only on-site built homes are permitted. Exterior materials must be natural stone, stucco, wood (natural or hardboard type) and roofs must be composition shingles. Colors of all exterior walls and roofs must be acceptable to the Architectural Committee as being attractive on the subject lot and compatible with the neighborhood. All new houses should include some native stone in their structure. All buildings must be on concrete slabs or other foundation approved by the Architectural Committee.

7. Parking of Vehicles: Parking of owner vehicles (including automobiles, campers, trailers, motorcycles, bicycles, boats, etc.) will be off street on lot and shall be restricted to operable vehicles that carry required state license. No major repairing or overhauling of motor vehicles shall be permitted on lot, street or common area. Recreational vehicles may not be occupied except on a short term basis to accommodate guests.

8. Driveway Improvements: Each lot owner shall be granted an encroachment easement to connect a driveway with the street paving. Such connection will be asphalt or concrete construction.

9. Fencing: No fences shall be built in front of the front building setback line(s), except that decorative fences not exceeding two (2) feet in height may extend in front of the building setback lines.

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

11. **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 two advertising boards which advertising boards shall not be more than three (3) square feet in size and shall be used for the sole purposes of advertising for sale or lease the property upon which it is erected.

12. **Animals:** No animals other than household pets, not to exceed three (3) shall be kept, and all such animals shall be leashed or confined behind walls or fencing.

13. **Maintenance:** The property and improvements thereon shall be continually maintained and improved so as to, at all times, be complementary to and compatible with its surrounding environment, and shall be used and constructed so as not to be annoying or unsightly or a nuisance or constitute a violation of the Association's restrictions or disturb the peace and comfort of others. No refuse or junk of any kind shall be kept on said property.

14. **Tanks:** All tanks, if not buried, and all clotheslines, garbage cans, equipment, 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 construction of same.

15. **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.

16. **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 suppresser.

17. **Remedies for Violation:** Association or the Committee may take appropriate action to compel compliance with the terms hereof or prevent the violator of any of the Conditions. Without limiting the generality of the foregoing, if there is placed on said property any improvements 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.

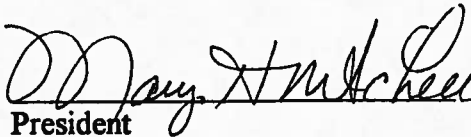
18. Notice: "Notice" as used in these covenants shall mean written notice, postage prepaid, placed in the United States mail.

19. Enforcement: Enforcement of these Conditions shall be 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 the 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.

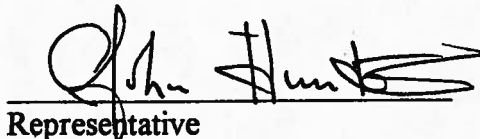
20. Waiver of Severability: The failure promptly to enforce any of these Conditions shall not bar their enforcement or be considered a waiver. The invalidation of any one or more of these Conditions shall not affect any of the other Conditions, but they shall remain in full force and effect.

IN WITNESS WHEREOF: The Declarants has caused its names to be affixed hereto this 4th day of April, 1997.

Fort Clark Springs Association, Inc.

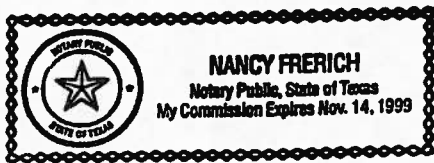

President

Unit 23, Property Owners


Representative

Before me, the undersigned authority, on this day personally appeared Mary Mitchell, President Fort Clark Springs Association, Inc. and John Hunter, representative of property owners, 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 as the act and deed of said corporation, as such Trustee.

Given under my hand and seal of office on this the 4th day of April A. D., 1997.

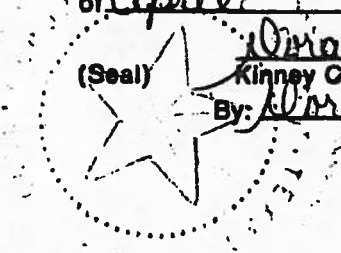


Nancy Frerich
Notary Public In and For Kinney
County, Texas

STATE OF TEXAS
COUNTY OF KINNEY
I, Aldra Elia Sanderwal, COUNTY CLERK, of
KINNEY COUNTY, TEXAS do hereby certify that the foregoing
insrument was FILED on the date and time stamped hereon,
and was duly RECORDED on 4-7-97 at 1:49 P.M.
lr. Vol. A-114 Pages 554-559 of the Official public
Records of Kinney County, Texas.

WITNESS MY HAND AND SEAL of office this 4th day
of April, 1997.

(Seal) Aldra Elia Sanderwal, County Clerk
Kinney County, Texas
By: Norothy G. Cruz, Deputy



**WAIVER FOR A PORTION OF THE DECLARATION OF PROTECTIVE RESTRICTIONS
UNIT 21, BLOCK 3,(PARCELS A,B,C,D), AND BLOCKS 5, 12 AND 14.**

WHEREAS, the Board of Directors of the Fort Clark Springs Association, Inc. has agreed to waive the requirement that rental of property within these blocks shall only be made to members of the Association who are in good standing, and

WHEREAS, the waiver of this particular section does not affect any of the other restrictions, and they shall remain in full force and effect.

NOW THEREFORE, be it resolved that the waiver was adopted by the Board of Directors of the Fort Clark Springs Association, Inc., and was approved at their regular meeting held on September 17, 2005.

EXECUTED this 23rd day of September, 2005.

Monica M. White
MONICA M. WHITE, PRESIDENT

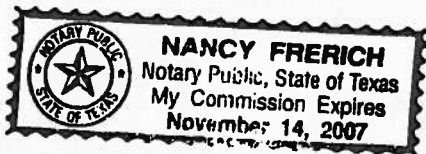
THE STATE OF TEXAS

COUNTY OF KINNEY

BEFORE ME, the undersigned authority, on this day personally appeared Monica M. White, President of the 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 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 23rd day of September, 2005.

Nancy Frerich
Notary Public, State of Texas.



Book: 155
Pages: 0744
Doc# 60853
Filed & Recorded
09/27/2005 9:30AM
DORA SANDOVAL
COUNTY CLERK
KINNEY COUNTY CLERK
RECORDS MANAGEMENT \$ 5.00
COURTHOUSE SECURITY \$ 1.00
RECORDING \$ 5.00
RECORDS ARCHIVE \$ 5.00

Dora Sandoval