

NO. 57732
Filed on 19 day of Nov 2002
At 9:27 o'clock A.M.
Dora A. Sandow
District/County Clerk
Kinney County, Texas
By Madeline Sandow Deputy

**DECLARATION OF PROTECTIVE COVENANTS (UNIT 38)
(RECREATIONAL VEHICLE SITES)
FORT CLARK SPRINGS ASSOCIATION, INC.**

This Declaration is made this 16TH day of November, 2002 by FORT CLARK SPRINGS ASSOCIATION, INC., a Texas non-profit corporation, having it's principal place of business 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 as lots 65 inclusive, as shown on Unit 38 of the plat entitled Fort Clark Springs, Unit 38, filed for record in Volume 2, Pages 29A-30 of the Plat Records in the Office of the County Clerk of Kinney County, Texas and,

WHEREAS, the Declarant 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 615-626 inclusive of the Deed Records in the Office of the County Clerk, 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 same to certain protective covenants, conditions, restrictions and reservations, hereinafter referred to as "Conditions" between it and the acquirer of the said property;

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.

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 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.

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 three (3) years from the date thereof at which time said condition shall automatically extend for successive period of three (3) years unless Declarant and simple majority of the owners of the said property jointly agree to change said conditions in whole or part.
2. ARCHITECTURAL COMMITTEE:
 - A. An Architectural committee, herein referred to as "Committee" is hereby created to administer the restrictions and high standards of development and maintenance.
 - B. 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 residence, porches, breezeways, buildings, swimming pools, fences, walls 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.
 - C. 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 Committee shall be available for inspection at the office of the Board of Directors in Brackettville, Texas or at such place in the County of Kinney as the Association may determine.

3. APPROVAL BY ARCHITECTURAL COMMITTEE:

- A. No improvements shall be placed or constructed on said property until the working drawings (when required) have been approved in writing by the Committee and a building permit is obtained.
- B. Working drawings shall require a plot plan showing front, side, and rear setbacks and may require complete floor plans, elevations, color and finish schedules.
- C. No exterior remodeling, exterior construction or other improvements on said property shall be commenced without written approval by the Committee before said remodeling or construction begins. Changing material, roof color or changing paint color of structures must have written approval of the Committee.
- D. No substantial changes in elevation of any portion of the lots without prior written approval of the Committee.
- E. The Committee in passing on requests for approval shall consider without being limited to location, form, texture, color, overall dimensions and exterior appearance.
- F. All original documents and photographs used in obtaining approval become the property of the Association and will be kept on file.
- G. A permit holder must comply with the Board of Directors rules and regulations governing inspections.

4. RECREATIONAL VEHICLES AND ACCESSORY FACILITIES

- A. Recreational vehicles shall mean self-propelled or towed units containing sleeping space, kitchen facilities, and sewer connectable toilet and shower facilities. The recreational vehicle proposed to be placed on the lot must also be of hard sided construction.
- B. All of the said lots shall be designated "Single Family Recreational Vehicle Lots" and to be used and occupied for no purpose other than single family recreational vehicle sites together with necessary and permitted structures and buildings. (i.e. see 5, paragraph B).

5. ACCESSORY STRUCTURES AND BUILDINGS:

Accessory structures such as roof covers to protect the Recreational vehicle, patio, porches, slabs, decks, carport, habitable supplementary buildings, and storage/utility facilities must be constructed subject to the following:

- A. Recreational Vehicle pads must be constructed of concrete materials. The recreational vehicle pad must be maintained to allow immediate access at all times. The recreational vehicle pad must be a minimum size of 12' by 30' starting at the setback line.
 - B. Combination habitable space and RV cover construction to have a maximum height of 16' with a maximum side wall height of 14' from top of foundation. Dividing wall of RV cover to habitable space shall not exceed 16' from top of foundation.
 - C. Free standing storage/utility structures side walls will not exceed 8.5' from the top of foundation with a roof pitch of 5-12 or less.
 - D. Free standing RV cover shall not exceed 16' from the top of foundation, with a maximum sidewall of 14' from top of foundation. All open roof structures shall have roof trusses, rafters, or ceiling joists tied with hurricane clips.
 - E. Free standing habitable structures will have sidewalls not exceeding 10' from top of foundation. Roofs will be no greater than 5-12 pitch.
 - F. All dwellings must be on concrete slabs.
 - G. No Mobile or Manufactured homes will be permitted.
6. No structure or recreational vehicle shall be placed closer than twelve (12) feet from the front lot line or three (3) feet from the side or rear lot lines.

7. The owner of the lot shall be responsible for maintaining the area between the street pavement and lot line.
8. Landscaping: the ground must be improved with dust resistant ground cover and maintained in accordance with Association rules and regulations.
9. Motor Vehicle Parking: Parking of owner vehicles (including but not limited to automobiles, trailers, motorcycles and boats) will be off street on the lot and shall be restricted to operable vehicles that carry required current state license. No major repairing or overhauling of motor vehicles shall be permitted on lot, street or common areas.
10. Driveway Improvements: Each lot owner shall be granted an encroachment easement to connect a driveway to street paving. Each lot owner must run a driveway from the lot setback line to the paved street. That portion of the driveway between the lot setback line and the pavement shall be a minimum of 12 feet wide and a maximum of 24 feet wide. It shall consist of concrete to the Association specifications. No entrance permitted from rear of lots.
11. Fencing: Six feet high fencing is permitted behind the 12 foot setback line and along the side and rear lot line. Decorative type fencing not exceeding 4 feet in height may be permitted in front of the front setback line.
12. Subdividing: No lot in Unit 38 shall be subdivided. If two lots are used and improved as one residence with improvements across the connecting lot line, such lots will be limited to a single family recreational vehicle residence.
13. 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.
14. 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.
15. Animals: No animals, other than household pets, not to exceed two (2) animals total shall be kept and all such animals shall be leashed or confined behind walls or fencing. Barking or screeching animals are hereby declared a nuisance and upon written notice from the Association, the owner shall cause same to be abated.
16. Maintenance: The property and improvements hereon shall be continually maintained so as to, at all times, be complimentary 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.
17. 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.
18. Sanitation: No garbage or 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.
19. Remedies for Violation. The 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 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 and be in accordance with applicable state law.

- 20. "Notice" as used in these Covenants shall mean written notice, postage prepaid, certified and placed in the United States mail.
- 21. 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 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 owner(s) of said premises whose title thereto is acquired by foreclosure, Trustee" sales or otherwise.
- 22. 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 affect any of the other Conditions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, The Declarant has caused is corporate name and seal to be affixed hereto this 18th day of November, 2002.

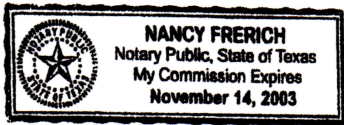
FORT CLARK SPRINGS ASSOCIATION, INC.

Jack C. Simpson
JACK C. SIMPSON, PRESIDENT

THE STATE OF TEXAS X
 X
COUNTY OF KINNEY X

BEFORE ME, the undersigned authority, on this day personally appeared Jack C. Simpson, 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, this 18th day of November, 2002.



Nancy Frerich
NOTARY PUBLIC, State of Texas
County Of Kinney

THIS DOCUMENT SUPERSEDES DOCUMENT (DECLARATION OF PROTECTIVE COVENANTS UNIT 38) DATED SEPTEMBER 15, 2001 AND RECORDED DECEMBER 14, 2001, VOL. A-134, PAGES 822-825 DEED RECORDS OF KINNEY COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF KINNEY
I, Dora Elia Sandoval, 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 11/19/02 at 12:40 A.M.
in Vol. A-139 Pages 534-537 of the Official Public
Records of Kinney County, Texas.
WITNESS MY HAND AND SEAL of office this 19th day
of November, 2002.
Dora Elia Sandoval, County Clerk
Kinney County, Texas
By: Martha Brown, Deputy

