

OLD

RECORD COPY

DECLARATION

PROTECTIVE COVENANT of CONDITIONS, RESTRICTIONS and RESERVATIONS

for FORT CLARK SPRINGS UNIT 15

This Declaration is made by the SECURITY TITLE AND TRUST COMPANY, Trustee, principal place of business being San Antonio, Bexar County, State of Texas, together with the FORT CLARK SPRINGS ASSOCIATION, INC., a non-profit corporation, principal place of business being at Fort Clark Springs near the City of Brackettville, Kinney County, State of Texas, hereinafter collectively referred to as the "Declarant".

WHEREAS, the Declarant is the owner of all of that real property described as Lots 1 to 175 inclusive, as shown on Unit 15 of the plat entitled Fort Clark Springs Unit 15, filed in map records in the Office of the County Clerk of Kinney County, State of Texas, and

WHEREAS, the Fort Clark Springs Association, Inc., herein referred to as the "Association", in accordance with the provisions of that certain document entitled Declaration of Protective Restrictions The Fort Clark Springs Association, Inc., as recorded in Volume A-43, Pages 615 to 626 inclusive, of the Deed Records in the Office of the County Clerk of Kinney County, Texas, will make available to the Members of the Fort Clark Springs Association, Inc., the lots as above described and shall declare said lots as performance lots being made subject to certain protective covenant of conditions, restrictions and reservations (CCRR) between it and the member acquirers of said lots in Unit 15.

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 Unit 15, 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 run with the land and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots of Unit 15 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 this CCRR herein contained and the provisions of the aforesaid Declaration of Protective Restrictions Fort Clark Springs Association, Inc., the latter and any amendments thereto shall control and these conditions, restrictions, and reservations (CCRR) shall be subservient thereto.

1. ARCHITECTURAL COMMITTEE: The Fort Clark Springs Association Architectural Committee as duly appointed by the Fort Clark Springs Association Board of Directors is hereby delegated the authority to promulgate and administer the CCRR and insure high standards of development. Declarant reserves for the Architectural Committee, the power to control the use of the lots and to control the placement of all and each mobile home, porch, building, fence, wall, wall copings, fuel tank, and other improvements, hereinafter collectively called "structures", placed on the lots and to make such variances to CCRR 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.

Decisions of the Committee may be appealed to the Fort Clark Springs Association, Inc. Board of Directors which shall rule on the appeal and the Committee and the Appellant shall abide by said ruling. The names of appointed members of the Architectural Committee will be made available by the business office of the Association.

2. Mobile Home and Accessory Structures: All lots are designated as "Single Family Residential Lots" and may be used and occupied for no purpose other than a mobile home site together with necessary and permitted accessory structures for such uses as patio, porch, slab or deck, carport, or storage buildings. "Mobile Home," for the purpose of the CCRR shall contain a minimum of 600 square feet of total living space, shall include within its walls a kitchen and complete bath facilities, shall not be over one story in height, and shall be no more than five years old at the time of entrance to Fort Clark Springs.

3. Subdividing: No lot in Unit 15 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 single family residence.

4. Approval of Structures: No mobile home or structure, as herein defined, shall be constructed, placed, or maintained on any lot, without the prior written approval of the Architectural Committee and issuance of a building permit, nor shall any additions or exterior changes be made to such mobile home site until such approval and permit is obtained. The Committee shall consider the location and exterior appearance of any proposed structure and its compatibility with the neighborhood. Requests to the Committee for approval should include a recent photograph or an illustration of reasonable size and clarity of the mobile home, a site or plot plan indicating the placement of structure/s, accessory structures, vehicle parking space, fencing and/or screening, landscaping, including proposed grade changes. All documents submitted for approval to the Committee shall become the property of the Association and will be kept on file with records of the lot at the office of the Association.

5. Placement of Mobile Home and Utility Connections: No Mobile Home or other structure, with exception of driveway or parking pad, will be placed within twelve (12) feet of the front curb line or within three (3) feet of any other lot line. The Mobile Home must be placed with the tongue end toward the street front on a concrete slab or parallel runners and anchored to foundation in accordance with applicable laws. Skirting of the complete undercarriage is required and must be approved and put in place within one (1) month of placement of Mobile Home on lot. All utility lines (electrical, telephone, TV cable, water and sewer) must be installed under ground between lot line to a point under the Mobile Home and an approved trap and clean-out must be installed in the sewer line between the lot line and the mobile home. All utility lines and such connections must be approved by the Association Building Inspector prior to being covered. Existing street curbing will not be defaced or altered in any way.

6. Improvements and Accessory Structures: Each lot shall be improved in its entirety with landscaping and surfacing composed of concrete asphalt, gravel, grass, or other dust-free material approved by the Architectural Committee. Such lot surfacing must be started within six (6) months of notification that performance on the lot is required and completed within sixty (60) days thereafter. Any detached accessory building shall not exceed 10% of the total lot area in floor space with (a maximum width and length of 16 feet,) a maximum height of 11 feet, and roof overhang shall not exceed 12 inches. No lot line fence shall exceed four (4) feet in height, however, pet enclosures within the lot may be six (6) feet in height with approval of the Committee in writing. No clothesline shall be constructed or maintained except as approved as to type and location. Required approval and permits must be obtained prior to start of construction or placement of any improvement on lot.

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, on street, or common areas.

8. Maintenance: Proper and continuous maintenance of entire lot and any structure and/or vehicle placed on the lot is the responsibility of the lot owner and no storage shall be permitted unless enclosed in approved storage structure. Refuse and/or garbage cans usage and placement shall comply with Association requirements. Any Mobile Home, accessory structure, fence, vehicle, or objectionable object, which is deemed to be unsightly to the neighborhood in the judgement of the Architectural Committee shall be removed.

9. Noxious Activity: No noxious or offensive activity is permitted. Burning of refuse is not permitted.

10. Animals: No animals other than four (4) household pets shall be kept on the lot and must be kept confined by owner to the lot and will not be permitted outside of lot unless on a leash and controlled.

11. Radio and/or Television Antenna: No radio or television mast antenna shall be erected on the lot or any structure thereon.

12. Fuel Tanks: All fuel tanks installed on the lot must be approved and must comply with applicable state laws, including location.

13. Signs: No signs, billboards, or any advertising structure may be erected on any portion of the lot, except one sign offering the lot or Mobile Home for sale or lease, which shall not exceed three (3) feet square in size and shall not include price or dollar value.

14. Access to Open Areas: Common areas and parcels of land within Unit 15 designated as open areas shall be accessible to all members in accordance with rules and regulations established by the Association.

15. Remedies for Violation: The Association, the Committee, or any owner of a lot may take appropriate action to compel compliance with the terms hereof. Without limiting the generality of the foregoing, if any violation of this Covenant of Conditions, Restrictions, and Reservations (CCRR) occurs or if any lot is used in a way which is annoying or unsightly or disturbs the peace and comfort of others, and the owner of such lot is given notice to correct the violation, and said violation is not corrected within fifteen days, the Association, the Committee, or a representative of either may enter upon the lot and abate or remove, and correct the violation at the expense of the owner. Any such entry and abatement or removal shall be authorized hereby and shall not be deemed a trespass.

16. Enforcement: Enforcement of these Conditions, Restrictions, and Reservations shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate this covenant, to restrain violations and/or to recover damages. The breach of any of this CCRR 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 this CCRR shall be binding upon and effective against any Owner of lot whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

17. Waiver and Severability: The failure to promptly enforce any of the requirements of this CCRR shall not bar the enforcement or be considered a waiver. The invalidation of any one or more of the conditions, restrictions, and reservations shall not affect any of the others of the covenant but they shall remain in full force and effect..

18. Effective Date: The CCRR shall be deemed in effect upon the date it is duly recorded in the Deed Records of Kinney County, Texas.

IN WITNESS WHEREOF, the Declarants have caused their corporate signatures and seals to be affixed hereto:

SECURITY TITLE AND TRUST COMPANY, TRUSTEE

Seal

By *C. H. Pfeiffer*  
President

FORT CLARK SPRINGS ASSOCIATION, INC.

Seal

By *David M. Sharp*  
President

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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 this 27<sup>th</sup> day of Apr. 1979.

*Kathryn M. Smith*  
Notary Public in and for Bexar County, Texas  
(My commission expires on Nov. 1980)

Seal

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STATE OF TEXAS § COUNTY OF KINNEY §

Before me, the undersigned authority, on this day personally appeared DAVID M. SHARP, 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 1st day of May 1979.

*Gloria E. Talbot*  
Notary Public in and for Kinney County, Texas  
(My commission expires on 10-20-80)

Seal

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NO. 15,215

Filed for Record in My Office

This 1st day of May 19 79

At 1:15 o'clock P M

Dolores Raney

County Clerk Kinney County, Texas

By Beverly A. Wright, D.puty

A-53 page 144-164

THE STATE OF TEXAS,

COUNTY OF K I N N E Y

I, DOLORES RANEY

Clerk of the

County Court in and for said County, do hereby certify that the foregoing DECLARATION

dated the 27th day of April 19 79, with its certificate of authentication, was filed for

Record in my office, the 1st day of May 19 79, at 1:15 o'clock P.M., and duly

Recorded the 1st day of May 19 79, at 1:20 o'clock A.M., in

DEED Record of said County, in Vol. A-53 on Pages 661-664

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 Beverly A. Wright, Deputy

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

DECLARATIONPROTECTIVE COVENANT of CONDITIONS, RESTRICTIONS and RESERVATIONSfor FORT CLARK SPRINGS UNIT 15REVISION

This Revision is made this 9 day of Sept. , 1980 by FORT CLARK SPRINGS ASSOCIATION, INC., a Texas non-profit corporation, having their principal place of business in Fort Clark Springs, Kinney County, Texas to " Declaration Protective Covenant of Conditions, Restrictions and Reservations for Fort Clark Springs Unit 15 " as recorded in County of Kinney, State of Texas, 27 April, 1979, Volume A53, Pages 661-664.

Revision

Paragraph 5 of said DECLARATION is to be deleted in its entirety and to be replaced with the following:

5. Placement of Mobile Home and Utility Connections: No Mobile Home or other structure, with the exception of driveway or parking pad, will be placed within twelve (12) feet of the front curb line or within three (3) feet of any other lot line. Pier foundations shall be installed directly under the main frame (or chassis) of the mobile home. The piers shall not be further apart than ten (10) feet on centers, and the main frame, front or face, shall not extend further than one (1) foot beyond the center line of the piers. All grass and organic material shall be removed and the pier foundation placed on stable soil. The pier foundation shall be a 16"x16"x4" solid concrete pad, precast or poured in place. Piers must be constructed of regular 8"x8"x16" concrete blocks, open cells or solid (with open cells vertical) or in combination with 2"x8"x16" or 4"x8"x16" solid concrete blocks meeting ASTM-C90-70-Grade (N) standards placed above the foundation blocks. Wood plates 1"x8"x16" or 2"x8"x16" shall not be less than one (1) inch nor more than two (2) inches

vertical thickness. Hardwood shims may be fitted and driven tight between the wood plate and main frame, to take up no more than one (1) inch of vertical height. Piers shall be installed perpendicular to the I-beam. The use of four-legged metal stands with a proper paint coat may be used in the State of Texas as a substitute for the concrete blocks or pads presently outlined in the Act as long as the engineering certification shows that the metal stands will withstand the same mobile home pressures specified for concrete blocks. The metal stands must be used with a surface pad or plate constructed to meet current standards. A paint coat system that will withstand corrosion and decay compatible to the Gulf Coast area is a requirement. Manufacturers must submit for approval by the Department of Labor and Standards a quality control procedure that will ensure the stability of the surface preparation of the metal stands. All piers over thirty inches in height (measured from top of foundation block to the I-beam) shall be a double tiered with blocks interlocked and capped with a 4"x16"x16" solid concrete block and cushioned with wood blocking as required. Piers not to exceed 48" inches in height unless designed by a registered professional engineer or architect. Skirting of the complete undercarriage is required and must be approved and put in place within one (1) month of placement of Mobile Home on lot. All utility lines (electrical, telephone, TV cable, water and sewer) must be installed underground between lot line to a point under the Mobile Home and an approved trap and clean-out must be installed in the sewer line between the lot line and the mobile home. All utility lines and such connections must be approved by the Association Building Inspector prior to being covered. Cement street curbs can be removed for placement of concrete driveway entrances. The edge of the driveway must begin at the inner edge of the gutter. Gutters, when removed must be replaced at the same height and dimensions as the original. The top of the slope of the driveway will be at a minimum, the height of the original curb. Length of cut for driveways will

be width of driveway plus 18"s on each end. The 18" cut will be tapered from curb to driveway. Expansion joints will be used at end of curbs. No rough or broken concrete will be left exposed. All curbs and gutters up to the asphalt will be removed. When curbs and the gutters (for driveways) are poured, a minimum of three (3) three-quarter inch re-bars will be used. All asphalt damage will be repaired. The driveway will not be poured on broken curb or gutter.

FORT CLARK SPRINGS ASSOCIATION, INC.

Seal

By [Signature]  
President

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STATE OF TEXAS & COUNTY OF KINNEY &

Before me, the undersigned authority, on this day personally appeared S.H. Tunnicliffe, 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 9th day of September, 1980.

Seal

Carla Neuman  
Notary Public in and for Kinney County, Texas  
(My commission expires on 7-11-84)

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NOTARY PUBLIC  
KINNEY COUNTY, TEXAS  
M. \_\_\_\_\_  
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THE STATE OF TEXAS,

COUNTY OF KINNEY

I, DOLORES RANEY, Clerk of the

County Court in and for said County, do hereby certify that the foregoing DECLARATION-PROTECTIVE COVENANT OF CONDITIONS, RESTRICTED IONS AND RESERVATION FOR UNIT 15 dated the 9th day of September, 1980, with its certificate of authentication, was filed for Record in my office, the 22nd day of September, 1980, at 9:06 o'clock A.M., and duly Recorded the 22nd day of September, 1980, at 1:00 o'clock P.M., in the Deed Record of said County, in Vol. A-55 on Pages 624-626

WITNES my hand and the seal of the County Court of said County, at office in BRACKEN, TEXAS, the day and year last above written.

Dolores Raney, Clerk,

By Lily Schwandner, Deputy

County Court, Kinney County.

No. 16,560  
Filed For Record in My Office  
This 22 day of Sept. 1980  
At 9:06 O'clock A.M.  
Dolores Raney  
County Clerk Kinney County, Texas  
By Lily Schwandner Deputy  
Vol. A-55, pages 624-626