

UNIT 3

DECLARATION OF PROTECTIVE COVENANTS

This Declaration made this 7th day of March,
1973, by NORTH AMERICAN TOWNS OF TEXAS, INC., a Texas corporation,
having its principal place of business in the City of Brackettville,
Kinney County, Texas, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of all of that real property
described as Lots 1 to 76 inclusive, as shown on Unit 3
of the plat entitled Fort Clark Springs Unit 3, filed of record in
Volume No. 1, Pages 7 and 8, 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 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 said County, is about to make
available to the Members of Fort Clark Springs Association, Inc., the
said lots in the property above described and desires to subject the
same to certain protective covenants, conditions, restrictions, and
reservations, hereinafter referred to as "Conditions", between it
and the acquirers of the said lots in said property.

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 said unit, 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 said unit 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 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.

1. Architectural Committee: An Architectural Committee, herein after referred to as the "Committee", is hereby created to administer the Restrictions and insure high standards of development. Declarant reserves for the Committee the power to control the use of the lots and to control the Placement of all mobile homes, cabanas, porches, breezeways, buildings, swimming pools, fences, walls, wall copings, and other improvements (hereinafter collectively called "Structures") placed on the lots and to make such exceptions to these Conditions as the Committee shall in its sole discretion deem advisable. 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.

2. All of the said lots shall be designated "Single Family Residential Lots" and may be used and occupied for no purpose other than a mobile home site together with the necessary and permitted accessory buildings, located on the same lot as the residence, for

such uses as patio, porch, slab or deck, carport or storage facilities. "Mobile Home", for the purpose of these conditions, shall mean a trailer containing a kitchen and complete bath facilities of at least 500 square feet of total living space.

3. No mobile home lot in this unit shall be resubdivided or split.

4. No refuse cans and/or clotheslines shall be maintained at any time except in fenced service yards approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuses shall not be permitted.

5. No mobile home shall be placed or permitted to remain on any lot unless such mobile home is skirted with manufactured metal, stone or 1" x 4" wood boards spaced not to exceed 2" between boards, and such mobile home is placed on a concrete slab, approved by the Committee.

6. No mobile home, structure or motor vehicle shall be permitted to occupy any portion of a mobile home lot if its exterior has been allowed to deteriorate by reason of inadequate maintenance to a point where it has become offensive to the neighborhood; and no storage of any nature shall be permitted unless enclosed in approved storage facilities.

7. Vehicle parking on the above mentioned lots shall be restricted to passenger cars, pick-up trucks, and/or motorcycles carrying valid State license and maintained at all times in running condition.

8. No mobile home or structure, as herein defined shall be constructed, placed or maintained on any of the said lots without prior written approval from the Committee; nor shall any construction or additions to such mobile homes commence without prior written approval from the Committee. The Committee, in passing on any request for approval, shall consider the location, exterior appearance and color and exterior appurtenance of any proposed accessory structure

and its compatibility with its environment. Material to be submitted for approval shall include (1) a recent photograph of reasonable size and clarity of the mobile home proposed for placement, and (2) a site plan, indicating the placing of the mobile home, proposed grade changes, landscaping, accessory buildings or structures, automobile parking space, and fencing and/or screening.

9. No repairing or overhauling of motor vehicles shall be permitted on any of the said lots.

10. No activity noxious or offensive to the neighborhood shall be conducted within any structure or on any portion of any lot in said tract herein designated as a mobile home lot.

11. Radio - T.V. Antenna: No radio or television antenna shall be erected, placed or allowed to remain on any of the lots or on any improvements constructed thereon.

12. 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 may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

13. Animals: No animals other than household pets, not to exceed four (4), shall be kept on any of the said lots, and all such animals shall be leashed or confined behind walls, fences or other suitable enclosures.

14. Parcels A to H inclusive are designated as permanent open space property and title shall be held by the Association. The Member of the Association shall have access to all open space lots in accordance with such rules and regulations as may be established from time to time by the Association.

15. 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 Structure which is in violation of these Conditions, 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.

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 covenant to restrain violation and/or to recover damages. But the breach of any of 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 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 Restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused its corporate name and seal to be affixed hereto by its Vice President and Assistant

Secretary hereunto authorized this 7th day of March,
1973.

NORTH AMERICAN TOWNS OF TEXAS, INC.

Jack M. Mayes
Vice President

Monica Flory
Assistant Secretary

STATE OF TEXAS)
) SS
COUNTY OF BEXAR)

Before me, the undersigned authority, on this day personally
appeared Jack M. Mayes, Vice President, and Monica Flory,
Assistant Secretary, of North American Towns of Texas, Inc., known
to me to be the persons whose names are subscribed to the
foregoing instrument, and acknowledged to me that they executed
the same for the purpose and considerations therein expressed; and
in the capacity therein and herein set out, and as the act and
deed of said corporation.

Mary R. Wilkinson
Notary Public of Bexar County,
Texas

My Commission Expires:

MARY R. WILKINSON
Notary Public, Bexar County, Texas

June 1, 1973

THE STATE OF TEXAS,

County of Kinney

I, Alvin F. Hall, Clerk of the
Declaration of Protective
Covenants

County Court in and for said County, do hereby certify that the foregoing
dated the 7th day of March, 1973, with its certificate of authentication, was filed for
Record in my office, the 9th day of March, 1973, at 4:30 o'clock P.M., and duly
Recorded the 12th day of March, 1973, at 1:15 o'clock P.M., in
Miscellaneous Record of said County, in Vol. B-27 on Pages 251-253

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.

Alvin F. Hall, Clerk,
Kinney County.

By _____, Deputy
County Court,

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
UNIT 3
FORT CLARK SPRINGS ASSOCIATION, INC.

WHEREAS, a Declaration of Protective Covenants made the 7th day of March, 1973 and filed in the Miscellaneous Records of Kinney County, Texas, Volume B-23, pages 251-53, on the 9th day of March, 1973, provided for certain restrictions in said Unit 3, and;

WHEREAS, all the property owners of record desire to change said restrictions.

BE IT THEREFORE RESOLVED that the Declaration of Protective Covenants of Unit 3, Fort Clark Springs Association, Inc. is amended as follows:

Paragraph 11, delete in its entirety and substitute a new paragraph 11 to read as follows:

"11. Radio - TV Antennas: 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."

WHEREAS, the Board of Directors, Fort Clark Springs Association, Inc. has received a petition signed by 100% of the property owners in Unit 3 requesting the above change.

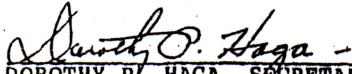
BE IT THEREFORE RESOLVED that the amendment to the Declaration of Protective Covenants for Unit 3 is approved this 12

day of April, 1986.

FORT CLARK SPRINGS ASSOCIATION, INC.


RALPH E. BEARD, PRESIDENT

ATTEST:

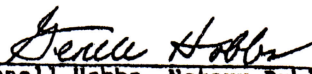

DOROTHY P. HAGA, SECRETARY

STATE OF TEXAS X
COUNTY OF KINNEY X

BEFORE ME, the undersigned authority, on this day personally appeared RALPH E. BEARD, 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.

Given under my hand and seal of office, this 12 day of April, 1986.

My commission expires
4/27/89.


Genell Hobbs, Notary Public,
Kinney County, Texas.

We, the undersigned owners of property within Unit 3, Fort Clark Springs Association, Inc., do hereby petition the Board of Directors of amend the Declaration of Protective Covenants for Unit 3 to delete the existing paragraph 11 and substitute a new paragraph 11 to read as follows:

"11. Radio - TV Antennas: 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."

Lot 1	Norma Allemeier	Lot 61	Claude Owen
Lot 2	Gertrude McNair	Lot 62	Leo Schooler
Lot 3	Virginia D'Amico/Irma Appelt	Lot 63	Francis Kunis
Lot 4	David and Irene Blair	Lot 64	Merle Steeley
Lot 5	Rodolfo DeLaRosa, Jr.	Lot 65	Mrs. Wayne Rogers
Lot 6	G.D. & C.B. Castanon	Lot 66	Jack and Dorothy Wood
Lot 7	Mr. & Mrs. Clyde Word	Lot 67	Gordon and Jessie Wittig
Lot 8	H.F. & Maria McSpadden	Lot 68	R.H. & Irene Mullen
Lot 9	Julia Henderson	Lot 69	Lila Jones
Lot 10	Dorothy Enterline	Lot 70	Horace Smith
Lot 11	Tomas and Dorothy Burrow	Lot 71	Orville Cook
Lot 12	Mr. and Mrs. Dan Ritter	Lot 72	Albert Kesteloot
Lot 13	Val Finch	Lot 73	Albert Kesteloot
Lot 14	Nancy Franson	Lot 74	James T. Shahan
Lot 15	John and Deretha Davidson	Lot 75	North American Towns
Lot 16	Billy Joe Walker	Lot 76	Wanda Schwandner
Lot 17	Billy Joe Walker and MUD		
Lot 18	Frank Torres		
Lot 19	William and Sandra Herman		
Lot 20	Eda Haywood		
Lot 21	Mildred Baker		
Lot 22	Thomas and Catherine Coffey		
Lot 23	Robert and Barbara Miller		
Lot 24	Raymond and Cubie Kurtz		
Lot 25	Iola Jones		
Lot 26	G.W. Miller		
Lot 27	Fernando Trevino		
Lot 28	Corlis Eaton		
Lot 29	Peter Meindertema		
Lot 30	Brenda Alston		
Lot 31	Earl Baker		
Lot 32	Sylvia Simpson		
Lot 33	John Lamb		
Lot 34	Richard Pagliarini		
Lot 35	James T. Shahan		
Lot 36	Edith Finch and Amelia Francis		
Lot 37	Edith Finch		
Lot 38	R.G. Eichinger		
Lot 39	Mercedes and Beatrice Hernandez		
Lot 40	Mercedes Hernandez		
Lot 41	Louis A. and Adelina Perez		
Lot 42	Frank R. Thewes, Jr.		
Lot 43	D.M. Warren		
Lot 44	Floyd Harrison, Jr.		
Lot 45	Robert Bisang		
Lot 46	Troy Williams		
Lot 47	N.G. Blick		
Lot 48	Lauria Newsome		
Lot 49	Etta Youngblood		
Lot 50	Oscar Neuman		
Lot 41	Marshall Conner		
Lot 52	Miguel Montemayor		
Lot 53	Neva Pierce		
Lot 54	Harold and Betty Inman		
Lot 55	Emery Wiersma		
Lot 56	Marvin Archer		
Lot 57	William Mills		
Lot 58	Bertin and Jackie Braden		
Lot 59	H&H Energy (Steve Hollifield)		
Lot 60	Claude Owen		

NO. 34,703
 Filed For Record in My Office
 This 16 day of August 19 86
 At 10:25 o'clock a.m.
 [Signature]
 County Clerk, Kinney County, Texas
 By [Signature]