

45917
Filed for Record in My Office
This 15 day of May 1991
At 10:36 O'clock A M
Rolando Barron
County Clerk, Kinney County, Texas
Charles P. Barron Deputy

DECLARATION OF PROTECTIVE COVENANTS (UNIT 36) (R.V. SITES)
FORT CLARK SPRINGS ASSOCIATION, INC.

This Declaration is made this 24th day of April by UVALDE COUNTY TITLE COMPANY, Trustee, and FORT CLARK SPRINGS ASSOCIATION, INC., a Texas non-profit corporation, having their principal places of business respectively in the City of Uvalde, Uvalde County, Texas and 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 Block A & B Inclusive, as shown on Unit 36 of the plat entitled Fort Clark Springs, Unit 36, filed for record in Volume 2, pages 95 + 26 of the Plat Records in the Office of the County Clerk of Kinney County, Texas, and,

WHEREAS, the Fort Clark Springs Association, Inc., hereinafter 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 615-626 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 complementary 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 twenty (20) years from the date thereof, at which time said Conditions shall be automatically extended for successive periods of ten (10) years unless Declarant and a minimum of 2/3 of the owners of said property jointly agree 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 said property, 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 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. 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 improvements shall be placed or constructed on said property until the working drawings therefor have been approved in writing by the Committee; no remodeling, painting or exterior reconstructions or additions to a structure shall be commenced without like approval in writing before said remodeling, painting of new colors 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. Permit holder must comply with the Board of Directors Rules and Regulations governing inspections. 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 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. Recreational Vehicles and Accessory Facilities: All of the said lots shall be designated "Single Family Recreational Vehicle Lots" and may be used and occupied for no purpose other than a Recreational Vehicle site, herein called "R.V. Site", together with the necessary and permitted accessory structure buildings, located on the same lots; for such uses as patio, porch, slab, deck, carport or supplementary buildings or storage facilities. Recreation vehicles herein called "R.V." for the purpose of these conditions shall mean self propelled or towed units, containing sleeping, kitchen and sewer-connected toilet and shower facilities.

The RV proposed to be placed on the lot must be a minimum of
1200 cubic feet in size.

5. Approval of Structures: No structure as herein defined, shall be constructed, placed or maintained on any of the said lots without prior written approval from the Committee and procurement of a building permit; nor shall any construction or additions to the site commence until these documents are obtained. The Committee, in passing on any request for approval, shall consider the location, exterior appearance, color and exterior appurtenance of any proposed supplementary structure and its compatibility with the neighborhood. Material to be submitted for approval shall include a site plan, indicating the placing of the R. V., proposed grade changes, landscaping, a supplementary building or structures, parking space, fencing and/or screening. All original documents and photographs used in obtaining approval become the property of the Association and will be kept on file.

6. Accessory Structures Permitted: Accessory structures, such as Roof covers to protect R. V.'s, patios, porches, slabs, decks, carports, storage facilities, etc., may be constructed subject to the following:

A. Parking space for an R. V. must be maintained at all times and must provide that the R. V. can be removed (i.e., R. V. cannot be enclosed by a structure that prevents its removal from the lot).

B. Accessory structures such as patios, decks, storage facilities, etc. cannot have enclosed walls, unless all four sides are enclosed. Enclosed is defined as a wall or screen type device that restricts air flow.

C. There will be no two (2) story structures permitted. Roof slopes will be no steeper than 5' in 12'.

D. Separate standing storage buildings will contain no more than 160 square feet of space, be no more than 15 feet in height and be permanently attached to a concrete slab or tied down. Separate standing storage facilities will be placed within the back 20 feet of the lot.

7. Placement of R. V. and Accessory Structures on Lot: No structure or R.V. shall be placed closer than 12 feet to the front lot line or 2 feet of the side or rear lot line including eave overhang.

8. The owner of a lot shall be responsible for the maintenance of the area between the street curb or pavement and his lot line and the area 10 feet behind this lot.

9. Motor Vehicle Parking: Parking of owner vehicles (including automobiles, trailers, motorcycles, boats, etc.) 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 owner must run a driveway all the way to the curb or paved street. That portion of the driveway between the lot line and the curb shall be a minimum of 12' wide and a maximum 24' wide. It shall consist of concrete and the curb cut and specification for concrete shall be in accordance with Attachment "A" to this document.

11. Fencing: Six feet high fencing is permitted behind the 12 foot setback line and along the rear lot line. Decorative type fencing not exceeding 4 feet in height may be permitted in front of the setback lines.

12. Subdividing: No lot in Unit 36 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 residences.

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) dogs or four (4) 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. If not abated, then the Association shall pursue enforcement in accordance with paragraphs 20, 21 and 22.

16. Maintenance: The property and improvements hereon 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.

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.

19. 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 suppressor.

20. 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.

21. "Notice" is used in these Covenants shall mean written notice, postage prepaid, certified and placed in the United States mail.

22. **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's sale or otherwise.

23. **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 Declarants have caused their corporate names and seals to be affixed hereto this 24th day of April, 1991.

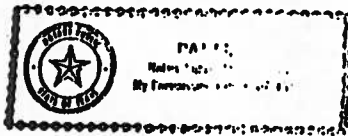
Johnny R. Malbe
UVALDI COUNTY TITLE COMPANY, TRUSTEE
BY: Johnny R. Malbe
Abstract Plant Manager

FORT CLARK SPRINGS ASSOCIATION, INC.
BY: Rozetta H. Pingnot
ROZETTA PINGNOT, PRESIDENT

THE STATE OF TEXAS X
 X
COUNTY OF UVALDE X

BEFORE ME, the undersigned authority, on this day personally appeared JIMMY R. MALKE, of Uvalde County Title 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 27th day of April, 1991.



[Handwritten signature]
NOTARY PUBLIC

THE STATE OF TEXAS X
 X
COUNTY OF UVALDE X

BEFORE ME, the undersigned authority, on this day personally appeared Rozetta Pingnot, 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 27 day of April, 1991.

[Handwritten signature: Genell Hobbs]
NOTARY PUBLIC



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 OF PROTECTIVE COVENANTS
 dated 24th day of April 19 91, with its certificates of authentication, was filed for
 record in my office the 15th day of May 19 91, at 10:36 o'clock A. M., and duly
 Recorded the 17th day of May 19 91, at 4:18 o'clock P. M., in Deed Record
 of said County in Vol. A-96 on Page 363-369

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.

[Signature] Deputy. DOLORES RANEY Clerk,
 County Court, KINNEY County.