

DECLARATION OF PROTECTIVE COVENANTS (UNIT 35) (MOBILE HOMES)  
FORT CLARK SPRINGS ASSOCIATION, INC.

This Declaration is made this 29 day of June, 1987 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,C inclusive, as shown on Unit 35 of the plat entitled Fort Clark Springs, Unit 35, filed for record in Volume 2, pages 18-19, 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 hereof, 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 covering 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. 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 rooms 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 situated on said property to be let or sublet in their entirety.

5. 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 CC&R's 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 (5) years old at the time of entrance to Fort Clark Springs. Mobile homes must be inspected prior to admittance to the Fort and must be in good repair. 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 buildings shall not exceed 10% of the total lot area in floor space with maximum height of fifteen (15) feet, and the roof overhang shall not exceed more than twelve (12) inches onto the five (5) foot setback line. Required approval and permit must be obtained prior to start of construction or placement of any improvement on lot.

6. Placement of Mobile Home and Utility Connections: No mobile home or other structure, with the exception of a driveway or parking pad, will be placed within twelve (12) feet of the front lot line or within five (5) 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 or 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 of 2"x8"x16" solid concrete blocks meeting ASTM-C90-70 Grade (N) standards placed above the foundation blocks. Wood plates 1"x8"x16" shall not be less than one (1) inch nor more than two (2) inches vertical thickness. Hardboard 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 or 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 (30) inches in height (measured from top of foundation block to the I-beam) shall be 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" 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 two (2) months of placement of the mobile home on the lot. Skirting must be natural rock, brick, concrete block and/or painted to match the mobile home.

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 inspector prior to being covered.

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 current state license. No major repairing or overhauling of motor vehicles shall be permitted on the 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 to street paving. Each owner must run a driveway all the way to the curb or paved street.

Such driveway shall be concrete and/or asphalt consisting of 1-1/2 inches of asphalt and at least 6 inches of Association approved base material under the asphalt. In case of drainage ditch in front of the lot, culverts will be the responsibility of the lot owner but must meet the size and flow line of water as determined by the Association. No entrance will be permitted from the rear of the lots.

9. Fencing: Six (6) feet high fencing is permitted behind the 12 foot setback line and along the rear lot line. Decorative type fencing not exceeding four (4) feet in height may be permitted in front of the setback lines.

10. Subdividing: No lot in Unit 35 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 residence.

11. 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.

12. Signs: Except for signs used initially to sell lots in this subdivision by NATT, Inc., 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.

13. Animals: No animals, other than household pets, not to exceed two (2) dogs or four (4) animals total should 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 18, 19 and 20.

14. 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.

15. 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.

16. 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.



17. 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.

18. 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 same at the expense of the owner. Any such entry and abatement or removal shall not be deemed a trespass.

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

20. 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 Condition 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.

21. 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 29 day of June, 1987.

UVALDE COUNTY TITLE COMPANY, TRUSTEE

BY: Johnny R. Malbe

Abstract Plant Manager

FORT CLARK SPRINGS ASSOCIATION, INC.

BY: Paul R. Sturman

President

THE STATE OF TEXAS           X  
                                      X  
COUNTY OF KINNEY           X

BEFORE ME, the undersigned authority, on this day personally appeared Johnny R. Malke, Abstract Plant Manager, 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 1st day of July, 1987.

Genell Hobbs  
Genell Hobbs, Notary Public  
in and for Kinney County, Texas.  
My commission expires 4/27/89.

THE STATE OF TEXAS           X  
                                      X  
COUNTY OF KINNEY           X

BEFORE ME, the undersigned authority, on this day personally appeared Emet B. Huntsman, 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 29th day of June, 1987.

NO. 39,295  
Filed For Record In My Office  
This 14th day of August 87  
At 9:50 O'clock P.M.  
Dolores Ramey  
County Clerk, Kinney County, Texas  
By Keroula Sanchez Deputy

Genell Hobbs  
Genell Hobbs, Notary Public  
in and for Kinney County, Texas.  
My commission expires 4/27/89.



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 29th day of June 19 87, with its certificates of authentication, was filed for  
 record in my office the 14th day of August 19 87, at 9:50 o'clock A. M., and duly  
 recorded the 14th day of August 19 87, at 10:05 o'clock A. M., in Deed Record  
 said County in Vol. A-83 on Page 736-741

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.

Cherice Sanchez Deputy. Dolores Raney Clerk,  
 County Court, Kinney County.