



RENTER/ EXTENDED GUEST REGISTRATION

DATE: _____

FCSA PROPERTY: _____ UNIT/ _____ BLOCK/ _____ LOT

Membership Account # _____ / Residential Account # _____

Property Owner's Name: _____

Phone # _____ Alternate Phone# _____

Realtor Managing Property: _____

Contact Person: _____ Phone: _____

Address of Realtor: _____

Date of Lease: _____

MUST BE RENEWED EVERY 6 MONTHS ALONG WITH COPY OF LEASE

Renter's Name: _____ Driver's Lic# _____

Renter's Name: _____ Driver's Lic# _____

Address of Renter: _____

Other Occupants: _____ Driver's Lic# _____

Other Occupants: _____ Driver's Lic# _____

Minor's Name: _____ Birth Date _____

Minor's Name: _____ Birth Date _____

Minor's Name: _____ Birth Date _____

Minor's Name: _____ Birth Date _____

I understand that I and the above listed tenants as a RENTER will abide by all Fort Clark Springs Association, Inc. Rules, Regulations and Policies and that I am not entitled to any privileges of Fort Clark Springs Association, Inc. other than ingress and egress from my rented property unless I have a FCSA Membership. I may only authorize guests to my residence and I am responsible for their actions while they are of FCSA property.

If at any time during the period of this lease another individual(s) not listed above becomes an occupant of this residence I will immediately inform the property owner and Fort Clark Springs Association, Inc. and have said individual(s) fill out a RENTER REGISTRATION form to confirm their occupancy at this residence.

In the event I terminate my Fort Clark Springs Association, Inc. rental property, I agree that I must remove my RENTER sticker from any and all of my vehicles. My sticker must be renewed every six (6) months.

By signing this document I confirm that I have read and agree to all terms of this contract.

Owner/Landlord

Date

Realtor Managing Property

Date

Tenant

Date

Renter is a Member: No Yes Account # _____

Verification of Member in Good Standing/Approval of Registration: _____

FCSA Authorizing Authority

Date

(No Temporary Pass or Decal will be issued without Administration Signature)

Original stays at office/ Copy to Tenant & Owner/ Copy to Security



Fort Clark Springs Landlords and Tenants

This letter is to clarify what privileges non-member/member tenants have and what the responsibilities the landlord has.

A non-member tenant is technically a guest of the landlord which means the landlord is responsible for the actions of the guest while on the Fort. If a renter violates any rule or regulation adopted by the Board of Directors, such as speeding or littering a special assessment can be levied against the person with the membership, i.e. the landlord. **See enclosed Policy Resolution #05-01.**

The only right a non-member tenant acquires from renting property on Fort Clark is access from the gate to their rented dwelling. A renter may authorize a guest to precede directly from the gate to his/her rented property only. He /She may not authorize a guest to proceed to any other place on the Fort. The only other facilities a non-member can utilize are those open to the public. (Restaurant, 18-hole golf course, museum etc.)

The above statement means a non-member **cannot**:

1. Utilize the Adult Center
2. Utilize Par-3 Golf Course.
3. Utilize the Activity Center.
4. Utilize the Basketball/Tennis Courts.
5. Utilize the Swim Park/Swimming Pool.
6. Utilize the Picnic Areas/ Hiking Trails.
7. Go fishing in the creek or springs.

If a non-member and their immediate family would like to have full access to the membership it is highly recommended that the renter purchase a **FRM, Family Recreational Membership**. The initial fee for a FRM is 177.14, which includes the first month's assessment of \$47.14 and after that a \$47.14 monthly assessment is due. FRM's may only be purchased through the Fort Clark Springs Association Office and they do not entitle you to a building site.

Rules and Regulation of Fort Clark Springs Association, Inc.

(For a full copy go to www.fortclark.com under Documents.)

1. **The speed limit is 25mph, unless otherwise posted.**
2. **Obey all traffic signs.**
3. **Pets must be on a leash or in an enclosure.**
4. **Only a person with a valid driver's license may operate a motor vehicle (this includes golf carts, mopeds, motorbikes, and 3 or 4 wheelers) some of these have designated driving areas please check with Security for approved locations.**
5. **All vehicles must be registered and display a decal or temporary pass.**
6. **No hunting or discharge of firearms on Fort Clark Springs Property, unless supervised and approved by FSCA.**
7. **No cutting of live trees.**
8. **No fallen firewood may be removed from Fort Clark Springs Association, Inc. No use of fill dirt, top soil, caliche without Association approval and payment of a royalty.**
9. **No building addition or external changes to the property without a building permit.**
10. **No littering of club grounds.**
11. **No Parking or driving in green areas.**

By signing this document I confirm that I have read and I understand the above:

Tenant

Date

Owner/Landlord

Date

Original stays at office/ Copy to Tenant and Owner

**FORT CLARK SPRINGS ASSOCIATION, INC.
POLICY RESOLUTION 05-01**



A Resolution to provide procedures for the levy of special assessments and for enforcing compliance with the association's rules, regulations and procedures.

WHEREAS, the following amendment was adopted by the Board of Directors of the Fort Clark Springs Association, Inc., and was approved by a majority of the memberships voting thereon, after reasonable notice to its members, at a Special Meeting on October 17, 1987, which amendment states as follows:

NOW THEREFORE, the Declaration of Protective Restrictions, the Fort Clark Springs Association, Inc. is hereby amended to include the following:

“Part V,8,r(ff), Special Assessments: In addition to other assessments described elsewhere in the Declaration and Amendments thereto, the Board of Directors may levy a special assessment, not to exceed Two Hundred (\$200.00) Dollars per occurrence, on a particular member or members for the purpose of enforcing compliance under the Association's rules, regulations, and procedures pertaining to and including, but not limited to, traffic and speed regulations; parking regulations; animal control; trash; junk and litter control; building permits; building violations; swimming pool regulations; and Protective Restrictions described in the Declaration and Amendments thereto. Special assessments levied under this sub-section shall require prior approval of four-fifths (4/5ths) of the Association's Board of Directors voting thereon. Each member shall be personally liable for special assessments on his/her membership, and this liability shall be secured by a security interest granted and created as described elsewhere in the Declaration and Amendments thereto, and may be enforced as described elsewhere in the Declaration and Amendments thereto.”

All other provisions, covenants, conditions, and restrictions of said Declaration and of the Amendments thereto are to remain unaltered.

WHEREAS, the Association adopts the following procedures for investigation of violations, levy of special assessments and enforcement in accordance with the Texas Property Code.

ORIGIN AND SUBMISSION OF COMPLAINTS

- A. Allegations of violations may be made at any time by any member, by the Architectural Committee, or by the Director of Operations (or his designated agents) of the Fort Clark Springs Association, Inc.
- B. Allegations of violations must be submitted in writing to the Office of the Director of Operations.
- C. The office of the Director of Operations of the Fort Clark Springs Association, Inc. shall keep on file all records pertaining to complaints.
- D. All complaints will be investigated by the Director of Operations or his/her designated agents. If it is an alleged violation of a board rule or regulation, then the Director of Operations will make the determination as to its probably validity. If it is an alleged violation of the CC&R's for a particular unit, then the facts will be presented to the Architectural Committee to determine its validity. All probable violations will be processed in accordance with paragraph E below.
- E. The Director of Operations will give written notice of the alleged violation to the member who is alleged to have committed the violation or who is responsible for a guest who commits an alleged violation.

WHEREAS, the Association has adopted the following schedule of special assessments for violations and may adopt in the future various special assessments for other violations:

F. Schedule of Special Assessments

| | |
|---|---|
| Violation of CC&R's - | \$25.00 per day up to \$200.00 per occurrence |
| Failure to file application for building permit prior to construction - | \$25.00 |
| Violation of Rules and Regulations: | |
| 1 st offense | warning |
| 2 nd offense | \$25.00 |
| 3 rd offense | \$75.00 |
| 4 th offense | \$150.00 |
| 5 th offense | \$200.00 |

This shall be for a violation(s) of any rule and regulation, not for an individual rule and regulation. This shall be for a 6-month period. If a member commits no violation within that 6-month period, and then commits another, they shall start at the 2nd offense level and go up.

G. Special Assessments

Each member shall be personally liable for special assessments for his or her membership. Any fees and charges assessed for violations by the Fort Clark Springs Association, Inc., if not paid when assessed, shall become a personal liability of the member and shall become a lien on the Member's membership in the same manner as other assessments and debts of the member as described in the Declaration of Protective Restrictions and amendments thereto. These fees and charges may be enforced in the same manner as other assessments and debts of the members as other assessments and debts of the members as described in the Declaration of Protective Restrictions and amendments thereto.

This resolution supersedes Resolution 91-3 adopted on August 17, 1991 and Resolution 93-4 adopted April 23, 1993 and ratified on May 1, 1993.

APPROVED AND ADOPTED THIS 16th DAY OF April, 2005.


MONICA WHITE, PRESIDENT


NOLAN BRANDT, SECRETARY

MONDAY TRASH DAY



WHAT WILL BE PICKED UP ON MONDAYS

Bagged household garbage

Cardboard Boxes (**BROKEN
DOWN**)

BAGGED Yard Clippings

Lumber—Dry Wall—Etc.

Empty Paint Cans & Plastic
Containers

White Goods

Metals

Monthly Brush Pick Up
will be the last Tuesday
and Wednesday of the
month.

WORK ORDER REQUIRED FOR:

- * Tires (Fees may apply)
- * Large Debris
(Fees may apply)

For more information
please visit us at:

www.fortclark.com

or

call us @ 830-563-2493

*Effective as of March
2013*