

This Declaration made this 27th day of July, 1973, by SECURITY TITLE AND TRUST COMPANY, Trustee, and FORT CLARK SPRINGS ASSOCIATION, INC., a Texas non-profit corporation, having their principal places of business respectively in the City of San Antonio, Bexar 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 all of that real property described as Lots 1 to 66 inclusive, as shown on Unit 7 of the plat entitled Fort Clark Springs Unit 7, filed of record in Volume No. 1, Pages 13 and 14, 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 each thereof is imposed upon said lots of said unit as a mutual, equitable servitude in favor of each said lots and parcels therein as the dominant tenement or tenements.

UNIT # 7

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 by vote of the owners of a majority of the lots in said unit it is agreed to change said Conditions in whole or in part.

2. Architectural Committee: An Architectural Committee, hereinafter 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 construction of all residences, 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 the 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.

3. Approval by Architectural Committee: No structure shall be placed or constructed on a lot until the working drawings therefore have been approved in writing by the Committee; no remodeling, painting, or exterior reconstruction or addition to a structure shall be commenced without like approval in writing before said remodeling, painting or reconstruction begins, but approval shall not be required for repairs. No other improvements of a lot shall be commenced, including but not limited to gardening, seeding, or landscaping unless

the plans are approved in writing by the Committee. 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 of the proposed structure and its compatibility with its environment or other improvements. Preliminary drawings should be submitted to the Committee for approval before commencing working drawings. 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: All of the said lots shall be designated single-family residential lots and may be improved, used and occupied for one-family residential purposes together with the necessary and permitted accessory buildings, located on the same lot as the residences for such uses as garages, cabanas, patios, porches, slabs or decks.

5. Structure Requirements: No construction shall commence until a building permit has been obtained from the governing body, or bodies, having jurisdiction. Plumbing, heating and electrical installations shall be in accordance with all applicable codes. When the construction of any structure begins, the work must be prosecuted diligently and in a workmanlike manner, and the exterior thereof must be completed within six (6) months from the date construction begins, unless delays shall be caused by strikes, labor disputes, Acts of God or other acts beyond the control of the owner. Exteriors with exposed or uncovered tar paper or roofing felt shall be considered unfinished.

No single-story residential structure or building shall be built which contains less than 425 square feet of livable space.

6. 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.

7. 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 shall be used for the sole and exclusive purposes of advertising for sale or lease the lots upon which it is erected.

8. Animals: No animals other than household pets, not to exceed three (3), shall be kept on any of the said lots, and all such animals shall be leashed or confined behind walls.

9. Maintenance: The lots and structures thereon shall be maintained, used and constructed so as not to be annoying or unsightly or a nuisance or constitute a violation of state, federal or local laws, regulations or restrictions of the Association, or disturb the peace and comfort of others. No refuse or junk of any kind shall be kept on the lots.

10. All tanks, if not buried, and all clotheslines, garbage cans, equipment, wood piles and storage piles shall be concealed from the view of neighboring lots, 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.

11. 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 any of the lots. Outdoor toilet facilities shall not be placed nor be allowed to remain on the lots except that an approved chemical toilet may be maintained on the lots during construction of a permanent structure.

Water shall not be used other than for domestic use.

12. Division of Lot: No lot shall be divided or split.

13. Electronic Equipment: No owner or operator of electronic equipment may erect a receiving or sending mast or antenna on any lot 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.

14. Ornamental Fixtures and Public Lighting: No Committee approval shall be given with respect to any Structures or improvements which are to be constructed on any lot having no front-yard set back requirements unless a license from the owner of such lot to install, maintain and operate public street lighting and/or ornamental fixtures affixed

to such improvement is given to the Association or other local governing body which license shall run concurrently with these Restrictions. The written approval of the Committee shall contain such conditions and shall constitute conclusive evidence that such license has been granted by the Owner of the lot.

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 Restrictions, 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. Party Walls:

A. General Rules of Law to Apply: Each wall, whether structural or free standing, which is built upon the lots and placed on or at any lot line and is used or intended to be used by two or more adjoining lot Owners shall constitute a Party Wall, and to the extent not inconsistent with the provisions of the within covenants the general rules of Texas law regarding Party Walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

B. Except as hereinafter provided, each Owner shall be responsible for the maintenance of that portion of the Party Wall facing his lot.

C. In the event any Party Wall is damaged or destroyed through the act or omission of an act by an Owner or any of his invitees, tenants, licensees, agents, or members of his family (whether or not such act is negligent or otherwise culpable) then such Owner shall forthwith proceed to rebuild, repair, or restore the Party Wall to its former condition without cost to the non-responsible Owner.

D. In the event any Party Wall is damaged or destroyed by some cause other than an act or omission of an act of one of the Owners,

his agents, tenants, licensees, invitees or family members, the adjoining Owner shall repair or rebuild the Party Wall to its former condition and the repairing expense shall be borne equally by the adjoining Owners.

E. Any Owner proposing to paint, resurface, modify, make additions to, or in any way alter a Party Wall must obtain the written consent of the adjoining Owner and the Committee prior to the commencement of such work. In the event any Party wall is extended either vertically or horizontally, the adjoining Owner shall pay the constructing party one-half of the cost of such extension.

F. In the event of a dispute between Owners with respect to the repairing, rebuilding or extending of a Party Wall or with respect to the sharing of the cost thereof, the dispute shall be submitted to arbitration as provided for in the aforesaid Association Restrictions.

#### 17. Zero Lot Lines

A. No wall constructed which abuts the next lot line shall have any openings. No window opening may be installed in such wall.

B. For the purpose of construction and maintenance of buildings that abut a side line, a five foot (5') side yard easement running parallel to any wall of such buildings which abut any side lot line and commencing at the front lot line thereof is hereby established. Said side yard easement shall run with the lots and shall be subject to and governed by the following conditions:

1. The Owner of the side yard easement shall have the right to enter upon the easement area to carry out the resurfacing, painting or repair of the exterior surfaces of his walls or structures adjacent to the easement area or to perform any work necessary for the maintenance and upkeep of his property. Such right of entry shall not include the right to enter into any fully enclosed structure and such right of entry shall be exercised in such manner as to interfere as little as is reasonably possible with the possession and enjoyment of the easement area and the exercise of such right of entry shall be preceded by reasonable notice whenever the circumstances permit. In case of emergency, entry shall be immediate.

2. Any resurfacing or painting of the exterior wall areas adjacent to the easement area shall be completed in a color and texture as close to the original as possible unless the adjoining Owners shall mutually agree in writing to a different color or texture and shall obtain prior written approval from the Committee.

3. In the event that any portion of the footings, walls, or foundation of a dwelling encroaches on an easement area set forth in this paragraph, and such footings, walls or foundations of a dwelling were constructed in accordance with these Conditions and with the prior written approval of the Committee, then, and in that event, the easement so encroached upon shall thereupon be extinguished and vacated, except, that for the purpose of repairing, painting or maintaining a wall or a building, the height of which shall be greater than the wall or building which abuts against it, the Owner of the side yard easement shall have a right of entry upon the roof or surface of the abutting wall or building for the aforesaid purposes. The Owner in his exercise of such right of entry shall do so in such a manner as to interfere as little as reasonable possible with the possession and enjoyment of the easement area, and the exercise of such right of entry shall be preceded by reasonable notice whenever circumstances permit. In case of emergency, entry shall be immediate. In the event the wall or building which encroaches upon such easement is damaged or destroyed through the act or omission of an act by the Owner of such easement or by any of his invitees, tenants, licensees, agents or members of his family (whether or not the act is negligent or otherwise culpable) in the exercise of the Owner's rights of entry, then such Owner of the right of entry shall forthwith proceed to rebuild, repair or restore the wall or building so damaged or destroyed to its former condition without cost to the non-responsible Owner.

4. The Owner of the easement shall not be liable to the Owner of the lot burdened by the easement for incidental and inadvertent damage to plantings and decorations arising from maintenance and repair of his dwelling.

C. Nothing herein contained shall prohibit an Owner from painting or resurfacing walls which abut his side lot line at his own expense provided he has the written permission and consent of the Owner of the said wall.

18. None of the said Lots, excepting 3, 4, 9 through 12 inclusive, 22, 23, 43, 44, 55 through 58 inclusive, 63 and 64, shall be subject to any side yard set back requirements.

19. Single family residential improvements, other than detached garages, cabanas, patios, slabs or decks constructed or placed on lots 3, 4, 9, through 12 inclusive, 22, 23, 43, 44, 55 through 58 inclusive, 63 and 64, shall be subject to such front, side and rear yard set backs as may be required by the Committee.

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

21. 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 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.

22. Waiver and Severability: The failure promptly to enforce any of these Restrictions shall not bar their enforcement or be considered a waiver. The invalidation of any one or more of these Restrictions shall not affect any of the other Restrictions, 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 27th day of July, 1973.

SECURITY TITLE AND TRUST COMPANY

By: Carl H. Riegle  
Vice-President

FORT CLARK SPRINGS ASSOCIATION, INC.

By: Johnny S. Sargent  
President



STATE OF TEXAS )  
                          ) SS  
COUNTY OF BEXAR )

Before me, the undersigned authority, on this day personally appeared Carl H. Pfeiffer, Vice-President of Security Title and Trust Company, 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 considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

Given under my hand and seal of office on this the 27th day of July, A.D. 1973.

Mary R. Skeldernann  
Notary Public in and for Bexar  
County, Texas

My Commission Expires:

August 1st 1975

STATE OF TEXAS )  
                          ) SS  
COUNTY OF KINNEY )

Before me, the undersigned authority, on this day personally appeared Tommy Seargeant, President of Fort Clark Springs Association, Inc., 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 considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

Given under my hand and seal of office on this the 27th day of July, A.D. 1973.

Margaret A. Felty  
Notary Public in and for Kinney  
County, Texas

My Commission Expires:

August 1, 1975

THE STATE OF TEXAS,

COUNTY OF Kinney

I, Alvin E. Hall Clerk of the

County Court in and for said County, do hereby certify that the foregoing Declaration of Protective  
RESTRICTIONS

dated the 27th day of July 1973, with its certificate of authentication, was filed for

Record in my office, the 20th day of AUGUST 1973, at 4:00 o'clock P.M., and duly

Recorded the 22nd day of AUGUST 1973, at 1:00 o'clock P.M., in

Miscellaneous Record of said County, in Vol. B-28 on Pages 20-25

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 E. Hall*

By \_\_\_\_\_ Deputy County Court, Kinney County.

NO. 6817  
Filed For Record In My Office  
This 30 day of Aug 1973  
At 4:00 o'clock P.M.  
Alvin E. Hall  
County Clerk, Kinney County, Texas  
By James H. ... Deputy