

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS & RESERVATIONS

FOR FORT CLARK SPRINGS SPECIALTY PERFORMANCE LOTS

This Declaration is made by the SECURITY TITLE AND TRUST COMPANY, Trustee, principal place of business being San Antonio, Bexar County, Texas, together with the FORT CLARK SPRINGS ASSOCIATION, INC., a non-profit corporation, principal place of business being at Fort Clark Springs near the City of Brackettville, Kinney County, State of Texas, hereinafter collectively referred to as the "Declarant".

WHEREAS, the Declarant is the owner of that real property described in the attached "Exhibit A" of which a parcel may be set aside as a building site and so designated as a specialty performance lot, such lots not being within a numbered Unit.

WHEREAS, the Fort Clark Springs Association, Inc., herein referred to as the "Association", in accordance with the provisions of that certain document entitled Declaration of Protective Restrictions, The Fort Clark Springs Association, Inc., as recorded in Volume A-43, Page 615 of the Deed Records of Kinney County, Texas, will make available to the Members of the Fort Clark Springs Association, Inc. certain lots and shall declare said lots specialty performance lots being made subject to certain protective covenants of conditions, restrictions and reservations (CCRR) between it and the member acquirers of said lots.

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, and Declarant has fixed and does fix the protective conditions upon which said lots shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which shall run with the land and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots and each owner thereof, as a mutual, equitable servitude in favor of each of said lots and portions thereof.

Notwithstanding anything herein to the contrary, in the event of any inconsistency between the CCRR herein contained and the provisions of the aforesaid Association Restrictions, the latter and any amendments thereto shall control and these CCRR shall be subservient thereto.

SAID CONDITIONS, RESTRICTIONS AND RESERVATIONS ARE AS FOLLOWS:

1. 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 one residence for such uses as garages, cabanas, porches, slabs, patios or decks.
2. No lot 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 residence. Single lots shall be limited in size to a maximum of 6000 square feet.
3. An Architectural Committee created and appointed by the Fort Clark Springs Association, Inc. Board of Directors shall administer the CCRR and insure high standards of development. Declarant reserves for the Committee the power to control the use of the lots and to control architectural design of any structure placed on the lots to be compatible with its environment. The Committee, in passing on requests for approval shall consider, without being limited to, the location, form, texture, color, overall dimensions, exterior appearance, landscaping, and plot site development plans. The Committee shall 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. No improvement shall be placed or constructed on the property until the working drawings therefor have been approved in writing by the Committee; no remodeling, painting, or exterior reconstructions or additions to any structure shall be commenced without like approval and issuance of a building permit. All construction and development on the property, including plumbing, heating, and electrical installations shall be in accordance with all applicable codes, and are subject to inspection and approval of the Committee and the Association Building Inspector.
4. Improvement Requirements: Construction of a single family residence containing a minimum of 1000 square feet is required on the lot, except any lot acquired as a lot contiguous to the building site lot upon which a single family residence is constructed must be improved with a dust free ground cover and maintained in accordance with the Association rules and requirements as set forth in the Association Restrictions.

Construction of the single family dwelling must be started within (6) months the date said building site is acquired by the member owner and must be completed and inspected to comply with Architectural Committee requirements within (6) six onths 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. The improvement of contiguous lots must be accomplished upon acquisition of lot and within the time limits imposed by the Architectural Committee at time of acquisition.

No elevated structure of any kind, including fence, shall be constructed within (20) twenty feet of the front lot line. Side lot lines may be fenced with the written approval of the Architectural Committee. No elevated structure shall be constructed within (5) five feet of all other lot lines, excepting fence. All tanks, clotheslines, garbage cans, wood piles, equipment, storage containers, must be concealed from view of streets and common areas.

5. Maintenance and Sanitation: The property and improvements thereon shall be continually maintained and improved so as to, at all times, be complimentary to and compatible with its surrounding environment and shall be used and constructed so as not to be annoying or unsightly or a nuisance. No refuse or junk of any kind shall be kept on the property. No garbage or waste shall be kept unless kept in fly, rodent, and scavenger-tight containers as approved by the Association. No burning of refuse shall be allowed on the property.

6. Animals: No animals other than four (4) household pets shall be kept and all such pets must be kept confined to the lot by the owner and not permitted outside of the lot unless on a leash and controlled.

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 properly maintained. No major repairing or overhauling of motor vehicles shall be permitted on lot or adjacent street.

8. Signs: No signs, billboards, or any type advertising structure may be posted or erected on any portion of the lot, except one sign offering the lot for sale or lease which shall not exceed (3) three feet square in size and shall not include price or dollar value. Signs showing street and/or house number and occupant name will be permitted upon approval of the Architectural Committee.

9. Remedies for Violation: The Architectural Committee or the Association Building Inspector may take action to compel compliance with the terms hereof. If entry onto the property be required to remove or abate violations of these CCRR, such entry and abatement or removal shall not be deemed a trespass. Appeals from the decisions of the Committee will be ruled on by the Board of Directors of the Fort Clark Springs Association, Inc. and/or their legal representative.

10. Waiver of Severability: The failure to promptly enforce any of these CCRR shall not bar their enforcement or be considered a waiver. The invalidation of any one or more of these protective covenants, conditions, restrictions and reservations shall not affect any of the other CCRR, but they shall remain in full force and affect.

IN WITNESS WHEREOF, the Declarants have caused their corporate signatures and corporate seals to be affixed hereto: *July 26th 1979* AND 1979

SECURITY, TITLE AND TRUST COMPANY, TRUSTEE

By: *Carl H. Gifford*
President

SEAL

FORT CLARK SPRINGS ASSOCIATION, INC.

By: *[Signature]*
President

SEAL

STATE OF TEXAS | COUNTY OF BEXAR |

Before me, the undersigned authority, on this day personally appeared David M. Shapp President of Security Title and Trust 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 on this the 26 day of June, 1979.

Gloria E. Roberts
Notary Public in and for Bexar County, Texas
My Commission Expires 9-30-80

Seal

STATE OF TEXAS | COUNTY OF KINNEY |

Before me, the undersigned authority, on this day personally appeared DAVID M. SHAPP President of the Fort Clark Springs Association, Inc., 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 on this the 6th day of July, 1979.

Gloria E. Roberts
Notary Public in and for Kinney County, Texas
My Commission Expires 10-20-80

Seal