

DECLARATION OF PROTECTIVE COVENANTS

This Declaration is made this *30* day of *June*, 1977 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 that real property described as Lots 2 thru 7 inclusive, as shown a part of Unit II of the plat entitled Fort Clark Springs Unit II, filed of record in Volume I, Page 26-A, of the Plat Records 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 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 the same to certain protective covenants, conditions, restrictions, and reservations, hereinafter referred to as "Conditions" between it and the acquirer of the said property;

WHEREAS, each of the said lots is improved with residential structures and each of which architecturally depict the history and development of Fort Clark Springs, and

WHEREAS, each of the lots and the improvements situated thereon, has a direct bearing on and directly affect the overall appearance of the central core area and of Fort Clark Springs, and

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 complimentary to and compatible with its environment and dedicated to the preservation of its architecture and the historic value thereof;

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

THIS DECLARATION, is designed for the mutual benefit of the said lots or any portion thereof in said unit, and Declarant has fixed and does hereby fix the protective Conditions upon which all of said lots and parcels or any portion thereof in 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 and all portions thereof in said unit and of each owner thereof, and shall run with the land and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots and all portions thereof in said unit as a mutual, equitable servitude in favor of each of said lots, portions thereof, and parcels therein as the dominant tenement or tenements.

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 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, in its sole discretion, 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 therefore have been approved in writing by the Committee; no remodeling, painting, or exterior reconstructions 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 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: 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, slab 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; providing, however, that such letting or subletting shall be made to members of the Association who are in good standing.

5. Improvements Requirements: No construction shall commence until a building permit has been obtained from the governing body or bodies having jurisdiction and unless such construction shall provide for the general health and safety of its inhabitants. No natural stone or rock, being a part of any improvement of any of the said lots, shall be painted, plastered or stuccoed, or otherwise coated or covered without the written authorization of the Architectural Committee. Plumbing, heating and electrical installations shall be in accordance with all applicable codes. When the construction of any improvements 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 1000 square feet of livable space; and no two-story residential structure or building shall be built which contains less than 1500 square feet of livable space.

6. 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.

7. 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.

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

9. Maintenance: 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 dedicated to the preservation of its architecture and historic value thereof, and shall be used and constructed so as not to be annoying or unsightly or a nuisance or constitute a violation of the Association or disturb the peace and comfort of others. No refuse or junk of any kind shall be kept on said property.

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 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 constructions.

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 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.

12. 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.

13. Remedies for Violation: Association or the Committee for any Owner of a lot may take appropriate action to compel compliance with the terms hereof or present the violation of any of the Restrictions. Without limiting the generality of the foregoing, if there is placed on said property any improvements 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 or the Committee or a representative of either 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.

14. 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.

15. The term "lot" or "lots" as used herein shall mean and include all the lots 2, 3, 4, 5, 6 and 7 inclusive.

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

17. 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 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.

18. 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 3rd day of June, 1977.

SECURITY TITLE AND TRUST COMPANY, Trustee

By Carl A. Gifford
President

FORT CLARK SPRINGS ASSOCIATION, INC.

By T. B. [Signature]
President

STATE OF TEXAS X

COUNTY OF BEXAR X

Before me, the undersigned authority, on this day personally appeared CARL H. PFEIFFER, President of Security Title & Trust, Company, Trustee, 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 30th day of June, A. D. 1977.

Sandra Salinas
Notary Public in and for Bexar County, Texas.

STATE OF TEXAS X

COUNTY OF KINNEY X

Before me, the undersigned authority, on this day personally appeared TULLY PRATT, 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 on this the 6th day of July, A. D. 1977.

Margie Adams
Notary Public in and for Kinney County, Texas.

NO. 12477
Filed for Record in My Office
This 12 day of July 1977
At 3:15 o'clock P.M.
D. J. ...
County Clerk, Kinney County, Texas
By ... Deputy
A-51 page 607-611

THE STATE OF TEXAS, }
COUNTY OF KINNEY } I, DOLORES RANNEY, Clerk of the
County Court in and for said County, do hereby certify that the foregoing DECLARATION OF PROTECTIVE COVENANTS
dated the 30th day of June 1977, with its certificate of authentication, was filed for
record in my office, the 12th day of July 1977, at 3:15 o'clock P.M., and duly
recorded the 12th day of July 1977, at 3:25 o'clock P.M., in
... DEED ... Record of said County, in Vol. A-51 ... on Pages 607-611.
WITNES my hand and the seal of the County Court of said County, at office in ... TEXAS,
Texas, this day and year last above written.
DOLORES RANNEY, Clerk,