

Unit #21  
Bl. 12

DECLARATION OF PROTECTIVE RESTRICTIONS

This Declaration made this 6th day of February, 1976, 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 in Parcels A, B, C, D, E, and F attached hereto and made part hereof, 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.

WHEREAS, each of the said lots is improved with residential structures and each of which architecturally depict the history and development of Fort Clark, 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, and each of its members that each of the said lots 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 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 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, 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 the lots, 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 the lots 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 lots 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 improvement shall be placed or constructed on a lot until the working drawings therefor 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 proposed improvement 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 purposes together with the necessary and permitted accessory buildings located on the same lot as the residences for such uses as garages, cabanas, porches, slabs or decks.)

No rooms within any of the improvements situated on any of the lots covered hereby shall be let or sublet. However, nothing herein shall prohibit any of the improvements situated on any of the said lots 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. Improvement 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. Plumbing, heating and electrical installations shall be in accordance with all applicable codes. When the construction of any improvement 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 any of the lots 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 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 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 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 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 any of the lots. Outdoor toilet facilities shall not be placed nor be allowed to remain on the lots.

Water shall not be used other than for domestic use.

12. Electronic Equipment: No owner or operator of electric 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.

13. 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 improvement which is in violation of these Restrictions, or if any improvement, which is in violation of these restrictions is permitted to remain on any lot, 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 or 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.

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 addition 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 the parcels described in attachments A, B, C, D, E, and F hereto.

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 a 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 27<sup>th</sup> day of February, 1976.

SECURITY TITLE AND TRUST COMPANY,  
TRUSTEE

By Carl H. Pfeiffer, Jr.  
President

FORT CLARK SPRINGS ASSOCIATION, INC.

By James G. Gargan  
President

THE STATE OF TEXAS        )  
                                  )  
COUNTY OF BEXAR        )

Before me, the undersigned authority, on this day personally appeared Carl H. Pfeiffer, 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 27<sup>th</sup> day of February, 1976.

[Signature]  
Notary Public in and for Bexar  
County, Texas

THE STATE OF TEXAS )  
 )  
COUNTY OF KINNEY )

Before me, the undersigned authority, on this day personally appeared Tommy Seargeant, 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 *25<sup>th</sup>* day of *February*, 1976.



*Morris S. [Signature]*  
Notary Public in and for Kinney  
County, Texas



THE STATE OF TEXAS. )

Parcel A

COUNTY OF KINNEY )

FIELD NOTES of 0.11 acre tract of land out of and part of Block 12, Fort Clark Springs Unit No. 21, as shown on plats filed in Vol. 1, pages 31-34 of the Map Records of Kinney County, Texas, described by metes and bounds as follows:

BEGINNING at an iron stake for the North corner of said Block 12, and for the North corner of this tract;

THENCE S.42°30'E. 96.0 ft. with the N.E. line of said Block 12 to an iron stake for the east corner of this tract;

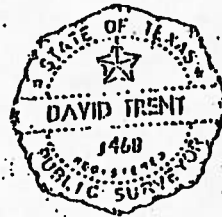
THENCE S.47°30'W. 54.25 ft. to an iron stake for the south corner of this tract;

THENCE N.42°30'W. 96.0 ft. to an iron stake in the N.W. line of said Block 12 for the West corner of this tract;

THENCE N.47°30'E. 54.25 ft. with the N.W. line of said Block 12 to the place of BEGINNING.

January 21, 1976  
Del Rio, Texas

  
David Trent



THE STATE OF TEXAS I

Parcel B

COUNTY OF KINNEY I

FIELD NOTES of 0.08 acre tract of land but of and part of Block 12, Fort Clark Springs Unit No. 21, as shown on plats filed in Vol. 1, pages 31-34 of the Map Records of Kinney County, Texas, described by metes and bounds as follows:

BEGINNING at an iron stake in the N.W. line of said Block 12 from which point the North corner of said Block 12 BRS. N.47°30'E. 54.25 ft., for the North corner of this tract;

THENCE S.42°30'E. 96.0 ft. to an iron stake for the East corner of this tract;

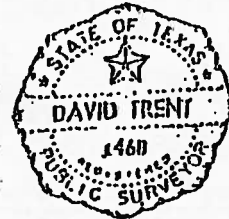
THENCE S.47°30'W. 40.1 ft. to an iron stake for the South corner of this tract;

THENCE N.42°30'W. 96.0 ft. to an iron stake in the N.W. line of said Block 12 for the West corner of this tract;

THENCE N.47°30'E. 40.1 ft. with the N.W. line of said Block 12 to the place of BEGINNING.

January 21, 1976  
Del Rio, Texas

*David Trent*  
David Trent



THE STATE OF TEXAS

Parcel C

COUNTY OF KINNEY

FIELD NOTES of 0.18 acre tract of land out of and part of Block 12, Fort Clark Springs Unit No. 21, as shown on plats filed in Vol. 1, pages 31-34 of the Map Records of Kinney County, Texas, described by metes and bounds as follows:

BEGINNING at an iron stake in the N.W. line of said Block 12 from which point the North corner of said Block 12 BRS. N.47°30'E. 94.35 ft. for the North corner of this tract;

THENCE S.42°30'E. 96.0 ft. to an iron stake for a corner of this tract;

THENCE S.47°30'W. 8.55 ft. to an iron stake for a corner of this tract;

THENCE S.42°30'W. 85.1 ft. to an iron stake in the S.E. line of said Block 12 for a corner of this tract;

THENCE S.47°30'W. 44.1 ft. with the S.E. line of said Block 12 to an iron stake for the South corner of this tract;

THENCE N.42°30'W. 89.1 ft. to an iron stake for a corner of this tract;

THENCE N.47°30'E. 11.55 ft. to an iron stake for a corner of this tract;

THENCE N.42°30'W. 92.0 ft. passing through center of wall to an iron stake in the N.W. line of said Block 12 for the West corner of this tract;

THENCE N.47°30'E. 41.1 ft. with the N.W. line of said Block 12 to the place of BEGINNING.

January 21, 1976  
Del Rio, Texas

  
David Trent



THE STATE OF TEXAS X  
COUNTY OF KINNEY X

Parcel D

FIELD NOTES of 0.13 acre tract of land out of and part of Block 12 Fort Clark Springs Unit No. 21, as shown on plats filed in Vol. 1, pages 31-34 of the Map Records of Kinney County, Texas, described by metes and bounds as follows:

BEGINNING at an iron stake in the N.W. line of said Block 12 from which point the North corner of said Block 12 BRS. N.47°30'E. 135.45 ft. for the North corner of this tract;

THENCE S.42°30'E. 92.0 ft. passing through center of Wall to an iron stake for a corner of this tract;

THENCE S.47°30'W. 11.55 ft. to an iron stake for a corner of this tract;


THENCE S.42°30'E. 89.1 ft. to an iron stake in the S.E. line of said Block 12 for a corner of this tract;

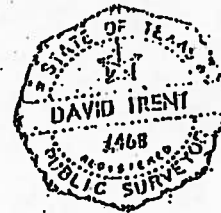
THENCE S.47°30'W. 26.95 ft. to with the S.E. line of said Block 12 to an iron stake for the South corner of this tract;

THENCE N.42°30'E. 181.1 ft. passing through center of Wall to an iron stake in the N.W. line of said Block 12 for the West corner of this tract;

THENCE N.47°30'E. 38.5 ft. with the N.W. line of said Block 12 to the place of BEGINNING.

January 21, 1976  
Del Rio, Texas

  
David Trent



THE STATE OF TEXAS X  
COUNTY OF KINNEY I

Parcel E

FIELD NOTES of 0.22 acre tract of land out of and part of Block 12, Fort Clark Springs Unit No. 21, as shown on plats filed in Vol. 1, pages 31-34 of the Map Records of Kinney County, Texas, described by mates and bounds as follows:

BEGINNING at an iron stake in the N.W. line of said Block 12 from which point the North corner of said Block 12 BRS. N.47°30'E. 173.95 ft. for the North corner of this tract;

THENCE S.42°30'E. 181.1 ft. passing through center of Wall to an iron stake in the S.E. line of said Block 12 for the east corner of this tract;

THENCE S.47°30'W. 55.3 ft. with the S.E. line of said Block 12 to an iron stake for the South corner of this tract;

THENCE N.42°30'W. 181.1 ft. to an iron stake in the N.W. line of Block 12 for the West corner of this tract;

THENCE N.47°30'E. 55.3 ft. with the N.W. line of said Block 12 to the place of BEGINNING.

January 21, 1976  
Del Rio, Texas

*David Trent*  
David Trent



THE STATE OF TEXAS X  
COUNTY OF KINNEY X

Parcel F

FIELD NOTES of 0.24 acre tract of land out of and part of Block 12, Fort Clark Springs Unit No. 21, as shown on plats filed in Vol. 1, pages 31-34 of the Map Records of Kinney County, Texas, described by metes and bounds as follows:

BEGINNING at an iron stake for the West corner of said Block 12 and for the West corner of this tract;

THENCE N.47°30'E. 58.75 ft. with the N.W. line of said Block 12 to an iron stake for the North corner of this tract;

THENCE S.42°30'E. 181.1 ft. to an iron stake in the S.E. line of said Block 12 for the East corner of this tract;

THENCE S.47°30'W. 58.75 ft. with the S.E. line of said Block 12 to an iron stake for the South corner of said Block 12 and for the South corner of this tract;

THENCE N.42°30'W. 181.1 ft. with the S.W. line of said Block 12 to the place of BEGINNING.

January 21, 1976  
Del Rio, Texas

*David Trent*  
David Trent

NO. 11,109  
Filed for Record in My Office  
This 6 day of April 1976  
At 9:30 O'clock A.M.  
Dolores Raney  
County Clerk, Kinney County, Texas  
By [Signature] Deputy  
Vol. 11-49, pgs. 625-638  
\$14.50



A 100—CERTIFICATE OF RECORD—Class 1

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  
RESTRICTIONS  
dated the 25th day of February, 1976, with its certificate of authentication, was filed for  
record in my office, the 6th day of April, 1976, at 9:30 o'clock A.M., and duly  
recorded the 6th day of April, 1976, at 11:30 o'clock A.M., in  
the Deed Record of said County, in Vol. A-49 on Pages 625-638  
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.

Dolores Raney, Clerk.