

DECLARATION OF PROTECTIVE COVENANTS

This Declaration is made this 18th day of March, 1975, 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 record of all of that real property described as Lots 1 to 26 inclusive, as shown on Unit 22 of the plat entitled Fort Clark Springs ~~UNIT 22~~ filed of record in Volume 1, Pages 35 and 36, Map 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 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 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 are and each thereof is imposed upon said lots of said unit as a mutual, equitable servitude in favor of each of said lots 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.

1. 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 placement of all vehicles and/or units, porches, buildings, fences, walls, and other improvements (hereinafter collectively called "Structures") placed on the lots and to make such exceptions to these Conditions as the Committee shall in its sole discretion deem advisable, and to adopt and establish such rules and regulations governing the use of the lots and parcels covered hereby, 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 at Fort Clark Springs, Brackettville, Texas.

2. All of the said lots shall be designated "Single Family Recreational Vehicle Lots" and may be used and occupied for no purpose other than as a recreational vehicle site, herein called "R. V. Site," together with the necessary and permitted accessory structures, located on the same lot, for such uses as a patio, porch, slab, deck, carport or storage facility. All accessory structures and their uses must be

approved by the Architectural Committee and may not exceed one story in height. Recreational vehicle, herein called R. V., for the purpose of these conditions, shall mean self-propelled or towed units, containing sleeping, kitchen, and sewer-connected toilet and shower facilities.

3. No R. V. site in this unit shall be resubdivided or split.

4. No refuse cans and/or clotheslines, <sup>and/or fences or</sup> shall be maintained at any time unless approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuses shall not be permitted.

5. Each lot shall be improved in its entirety with landscaping and surfacing composed of concrete, asphalt, gravel, grass, or other dust-free material approved by the Architectural Committee in writing.

6. No R. V. or other structure shall be placed within five (5) feet of the front lot line nor within one and one-half (1.5) feet of any other lot line. All electrical, telephone, television cable, and water and sewer lines must run underground to the lot line from a point no farther than two (2) feet from the R. V. itself...

7. No R. V., structure or motor vehicle shall be permitted to occupy any portion of a R. V. site if its exterior has been allowed to deteriorate by reason of inadequate maintenance to a point where it has become offensive to the neighborhood; and no storage of any nature shall be permitted unless enclosed in approved storage facilities.

8. Vehicle parking on the above-mentioned lots shall be restricted to motor vehicles carrying a valid state license and maintained at all times in running condition.

9. No structure, as herein defined, shall be constructed, placed or maintained on any of the said lots without prior written approval from the Committee; nor shall any construction or additions to R. V. sites commence without prior written approval from the Committee.

The Committee, in passing on any request for approval, shall consider the location, exterior appearance and color and exterior appurtenance of any proposed accessory structure and its compatibility with its environment. Material to be submitted for approval shall include a site plan, indicating the placing of the R. V., proposed grade changes, landscaping, accessory buildings or structures, parking space, and fencing and/or screening.

10. No repairing or overhauling of motor vehicles shall be permitted on any of the said lots.

11. No activity noxious or offensive to the neighborhood shall be conducted within any structure or on any portion of any lot in said tract herein designated as a R. V. site.

12. Radio - Television Antennae: No radio or television antennae shall be erected, placed or allowed to remain on any of the lots or on any improvements constructed thereon, except as approved by the Architectural Committee.

13. 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 may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

14. Animals: No animals other than household pets, not to exceed two (2) shall be kept on any of the said lots, and all such animals shall be leashed or confined.

15. Parcels A, B, C, and D are designated as permanent open space property and title shall be held by the Association. Members of the Association shall have access to all open space lots in accordance with such rules and regulations as may be established from time to time by the Association.

16. Remedies for Violation: The Association or the Committee or any owner of a lot may take appropriate action to compel compliance with the terms hereof or to 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 Conditions, 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.

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 covenant, to restrain violation and/or to recover damages. The breach of any of 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 Conditions shall not bar their enforcement or be considered a waiver. The invalidation of any one or more of these Conditions 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 10th day of March, 1975.

SECURITY TITLE AND TRUST COMPANY,  
TRUSTEE

By   
President

FORT CLARK SPRINGS ASSOCIATION, INC.

By Tully Pratt  
Vice 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 1st day of April, A. D. 1975.

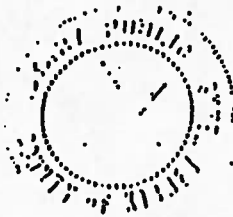
Dwight Stenseth  
Notary Public in and for Bexar County, Texas

THE STATE OF TEXAS }  
COUNTY OF KINNEY

Before me, the undersigned authority, on this day personally appeared Tully Pratt, Vice - 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 1st day of April, A. D. 1975.

Carolee K. Baden  
Notary Public in and for Kinney County, Texas



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 Prot. Covenant dated the 18th day of March, 1975, with its certificate of authentication, was filed for Record in my office, the 1st day of April, 1975, at 4:25 o'clock P. M., and duly Recorded the 1st day of April, 1975, at 4:35 o'clock P. M., in Miscellaneous Record of said County, in Vol. B-36 on Pages 375-380

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.  
Tully Pratt, Deputy County Court, KINNEY County.  
Dolores Raney, Clerk, County Court, KINNEY County.