

**Deed Restrictions – Elm Creek South Subdivision
CR 350
Concan, TX**

THESE DEED RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND AND BE BINDING UPON THE PURCHASER OR PURCHASERS AND THEIR HEIRS, ASSIGNS, SUCCESSORS, AND ADMINISTRATORS TO-WIT:

RESIDENCE - means the place, especially the house or dwelling, in which a person lives or resides.

VACATION HOME means a dwelling used by the owner occasionally for recreational or resort purposes. It may be rented to others for a portion of the year.

1. The RESTRICTIONS GOVERNING THE USE AND CONSTRUCTION OF IMPROVEMENTS (herein called Deed Restrictions (DR) and including at a minimum all covenants stipulations and restrictions) are established for the purpose of creating and carrying out a uniform plan for the sale and improvement of said property

2. No building or structure shall be erected, constructed, maintained or permitted on any property other than a single family RESIDENCE or VACATION HOME and a private garage, garden house/green house, guest cottage or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residential building (all of the above types of improvements shall hereinafter be referred to as "RESIDENTIAL STRUCTURES" individually and/or collectively). Said residential structures other than the primary residential building shall be limited to a total number of two (2) structures and shall meet the same external construction material requirements and appearance as the primary residence as specified in paragraph 6. No metal buildings or portable storage buildings are allowed. Mobile homes, modular houses, RVs, and travel trailers as onsite living quarters are specifically prohibited. Notwithstanding anything herein to the contrary, a single RV or travel trailer, (not a mobile home or portable modular house), may be utilized as temporary living quarters for the property owner during the construction period of a permanent residence or structure. Said construction period is limited to twelve (12) months as per paragraph 11. The RV or travel trailer may not be placed or stored on the property prior to commencement of construction and may not be utilized as living quarters post construction period.

3. No building or other structure or improvement of any kind, except a small building used to enclose a water pump and tanks, shall be constructed, erected or altered on the property nearer than twenty-five (25) feet from any property line, except in the case where there is one owner of multiple adjoining lots, the building or structure may be sited anywhere within the outer perimeter of total lots provided the conditions in the aforementioned are met.

4. No improvements shall be used for any COMMERCIAL purposes except that (1) private RESIDENCES and VACATION HOMES may be rented or leased to single families from time to time as the owner may determine. Lot 1 may be used for commercial purposes at the discretion and approval of the developer, Upper 1 Development, LLC. Lot 1 will not be included in any HOA and will not have access to the subdivision river park.

5. No sign or any other advertising device may be displayed on any numbered tract except for one sign of no more than five (5) square feet in size advertising the property for sale or rent. Signs with the name of the home are permitted. Any qualifying sign must include the words "sale" or "rent".

6. All structures shall give the external appearance of being constructed consistent with typical Texas Hill Country architecture and construction. This architecture and construction is characterized by external materials native to the area including natural stone, cedar paneling, stucco, and Hardie plank siding with metal or tile roofs. Thirty-three percent (33%) of the front (facing the street) of the house must be of native stone. No fiberglass or composition shingle roofing materials are allowed. Likewise, no T-111 plywood siding material is allowed. Metal roofs are required. All primary single-family RESIDENCES and VACATION HOMES shall contain a minimum of 1500 square feet of living space, excluding exterior porches, decks and entryways. Structures other than primary which are limited to a total of two (2) as per paragraph 2, shall be limited to a maximum total or combined living space of 4,000 square feet, excluding exterior porches, decks and entryways. Earth-tone exterior colors are encouraged. All construction plans must be approved by the subdivision Architectural Control Committee (ACC) before construction begins.

7. Individual on-site sewage disposal systems shall be permitted, located, constructed, and equipped in accordance with standards and requirements of the Uvalde County-City Health Department.

8. Fences of any kind are strongly discouraged. If the owner deems fencing necessary, open wrought iron, natural stone, and cedar post or rail fencing, and combinations thereof, are encouraged. Pine, treated pine, wire, including cyclone, barbed, welded, meshed and

and chain-link fencing are prohibited.

9. No trash, garbage, used lumber or other material, junk or abandoned cars and vehicles, equipment, unsightly items, or other refuse may be stored, located, thrown, dumped or otherwise disposed of on the property or in the subdivision.

10. No outdoor toilets will be permitted except during allotted construction period and these shall be of a "Port-A-Potty" nature.

11. The building exterior of any residence or structure must be completed within twelve (12) months of commencement of construction.

12. No noxious or undesirable thing or undesirable use of the tract whatsoever shall be permitted or maintained upon the property.

13. No hunting is allowed on the property, nor is the discharging of any firearm, rifle or pistol (pellet gun, air rifles, air pistols excluded) allowed. Notwithstanding, the use of a firearm in the act of self-defense or for the killing of a varmint or predator animal for the purpose of preventing harm or destruction of property is allowed.

14. The property may not be subdivided into smaller tracts. Upper 1 Development, LLC, reserves the right to re-subdivide lots 1 and 2.

15. If the parties hereto, or any of them or their heirs, representatives, successors, or assigns, shall violate or attempt to violate any of the provisions of these restrictions, it shall be lawful for any other person or persons owning any adjacent and contiguous real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violations.


16. All property owners have the opportunity to enjoy the use of the subdivision river park located on the east side of CR 350, however, the use of the river park requires the property owner to pay an anticipated annual fee of \$300.00. Renters are not allowed use of the river park; property owners only. Residential water service is available at the initial cost of \$100 per year.

17. A Homeowner's Association (HOA) will be formed. Control and operation of the HOA will become the responsibility of the HOA when 75% of the lots are sold. Mr. Jay

Sutherland and/or his agent(s) will control and direct HOA activities until 75% of the lots are sold. Jay Sutherland and/or his agent(s) will serve as the Architectural Control Committee until 75% of the lots are sold. HOA dues are expected to be \$250.00 per year, per lot.

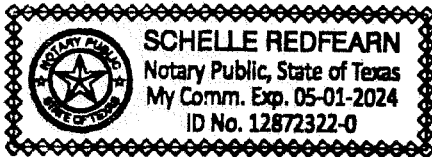
18. All restrictions and covenants herein set forth shall continue and be binding upon the owner(s), grantee, it's successors, or assigns, and upon the or any purchaser(s) of this land or property for a period of twenty-five (25) years from the date hereof and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that at any time after the twenty-five (25) year period, the owner(s) of legal title to one hundred (100) percent of immediately adjacent and contiguous real property as shown by the records of Uvalde, County, Texas, release this property and it's record title owner from any one or more of the deed restrictions or covenants stated herein, by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for recording of such instruments for public record.


Upper 1 Development, LLC

Signature  Date 11-11-22
Jay W Sutherland Owner / Managing member

STATE OF TEXAS)
COUNTY OF UVALDE)

This instrument was acknowledged before me on November 11, 2022, by Upper 1 Development, LLC by Jay W. Sutherland, its Manager.




Notary Public, State of Texas
My commission expires: 5/1/24

FILED FOR RECORD
OFFICIAL PUBLIC RECORDS
Valerie Del Toro Romero, County Clerk
Uvalde County, Texas
2022016742
November 14, 2022 at 09:53 AM