



EXTENDED RESTRICTIONS GOVERNING
THE USE OF AND CONSTRUCTION OF IMPROVEMENTS IN
SHUT IN CREEK SUBDIVISION UNIT #1

STATE OF TEXAS §

COUNTY OF UVALDE §

WHEREAS, SHUT IN CREEK SUBDIVISION, consisting of BILLY G. BERNY, JAN E. BERNY, WESLEY W. BLAYLOCK, JR., SANDRA L. BLAYLOCK, JACK C. DUNCAN, BARBARA DUNCAN, EMMETT M. HARRIS, NORA FAYE HARRIS, MELINDA GAYLE HINOJOSA BAILEY, MARK LEE, TODD LEE, MICHAEL McGEHEE, CHERYLL McGEHEE, SUSAN STOKER, FRANK W. WARNER, MARTHA WARNER, RICHARD K. WILLIAMS, AND JOLENE R. WILLIAMS, being the owners of the lots, tracts, and parcels of land shown upon that certain map or plat of a subdivision known and designated as SHUT IN CREEK SUBDIVISION UNIT #1, a subdivision filed for record in the office of the County Clerk of Uvalde County, Texas on the 13th day of November, 1978, and recorded in Volume 3, Page 109, of the Map Records of Uvalde County, Texas, reference to which map or plat and the said record thereof being hereby made for all purposes. It is intended that this document reinstate, amend and extend the original set of restrictions dated August 26, 1981 and filed in Volume 237, Page 237 of the Deed Records of Uvalde County, Texas. These reinstated, amended and extended Restrictions shall be binding upon purchaser or purchasers of tracts in said subdivision, and his or their heirs, assigns, successors, and administrators, to-wit:

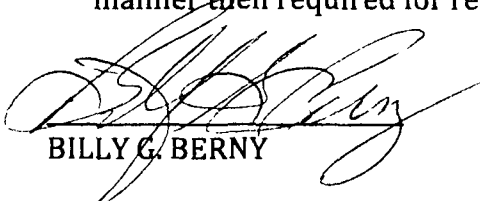
- 1) All tracts shall be known and used exclusively for residential purposes.
- 2) Mobile homes are not permitted.
- 3) There will be no hunting or discharge of weapons allowed.
- 4) No noxious or offensive activity or trade may be conducted upon said tracts, nor shall anything be done thereon which may become an annoyance or nuisance to other tracts in said subdivision.
- 5) "No tract in this subdivision shall be further subdivided into tracts smaller in size than permitted by the current Uvalde County subdivision regulations, but in

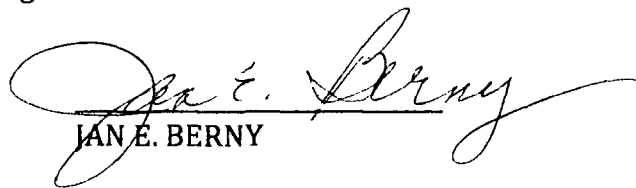
no event, no tract shall be permitted to be subdivided into tract(s) smaller than 1 acre in size".

- 6) No construction of any kind may begin until the construction plans and specifications, and a plan showing the location of the structure, have been approved in writing by 60% of the owners.
- 7) No outside toilet shall be installed and all plumbing shall be connected with a sanitary sewer system or septic tank of a design approved by the State Department of Health and County Health Office.
- 8) The building exterior of any approved structure must be completed within six (6) months of commencement of construction.
- 9) The property owners retain an easement of ten feet (10') in width along the perimeter of the tract(s) to be used for purposes of utilities, for the benefit of all tracts located within subdivision.
- 10) All property owners within the confines of SHUT IN CREEK SUBDIVISION UNIT #1 have easement over all roads of the subdivision and right of egress and ingress to one point of their property. Entrance to SHUT IN CREEK SUBDIVISION UNIT #1 shall be across the roads of CANYON OAKS SUBDIVISION UNITS # 1, 2, 3.
- 11) Tracts shall not be used or maintained as a dumping ground for trash or rubbish, and trash or rubbish shall be kept in sanitary containers until disposed of. No junk or wrecked vehicles or any type shall be kept or stored on said tracts.
- 12) Pursuant to the Assignment executed by Ken Arthur on June 25, 2010 and recorded under Clerk's File No. 2010002849 of the Official Public Records of Uvalde, Texas, each property owner of SHUT IN CREEK SUBDIVISION UNIT #1 shall have the right to the use of the river park owned by COPOA. Said right to the use of the river park shall be contingent upon payment of the same annual dues paid by COPOA owners and complying with the rules and regulations concerning the river park. If at any time a SHUT IN CREEK SUBDIVISION UNIT #1 property owner decides not to pay the annual dues, or fails to comply with the rules and regulations concerning park use, then the owner shall permanently forfeit their right to the use of the river park. If, as and when title to any such lot(s) that have lost the right to the use of the river park passes to another owner, whether by sale, gift, descent, devise, assignment or succession, then the new property owner shall have a 30 day period of time from the date of acquiring title to reinstate the right to the use of the park. Any such

reinstatement shall require the new owner to pay the pro rata portion of the annual dues to COPOA within said 30 day period of time.

- 13) 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 person owning any real property situated in the subdivision 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.
- 14) The owners have the express right to interpret and enforce any and all restrictions. Violations of any restriction or condition or breach the right to enter upon the land and remove at the expense of the owner such violation and shall not thereby be deemed guilty of any manner of trespass for such entry.
- 15) All restrictions and covenants herein set forth shall continue and be binding upon the said owners, its successors, or assigns, and upon the purchasers of said tracts for a period of twenty-five (25) years from the date of this instrument is filed for record in the office of the County Clerk of Uvalde County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five percent (75%) of the tracts as shown by the records of Uvalde County, Texas, may release all of the tracts hereby restricted from any one or more restrictions and covenants, and may release any tract shown on said plat from any restrictions or covenant at the end of the first twenty-five (25) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filling the same for record in the manner then required for recording of such instruments.

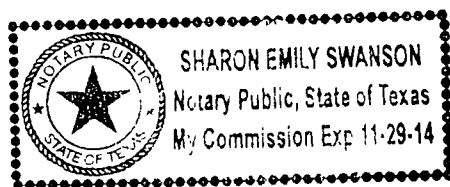

BILLY G. BERNY


JAN E. BERNY

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on June 13, 2011 by BILLY G. BERNY and JAN E. BERNY.




Notary Public, State of Texas

WESLEY W. BLAYLOCK, JR.

SANDRA L. BLAYLOCK

STATE OF TEXAS §

SWORN TO AND SUBSCRIBED BEFORE ME on _____, 2011 by **WESLEY
W. BLAYLOCK, JR. and SANDRA L. BLAYLOCK.**

Notary Public, State of Texas

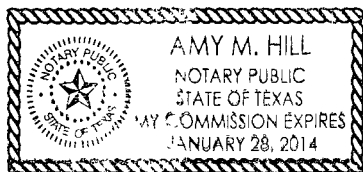
Wesley W. Blaylock Jr.
WESLEY W. BLAYLOCK, JR.

Sandra L. Blaylock
SANDRA L. BLAYLOCK

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on June 17, 2011 by **WESLEY W. BLAYLOCK, JR.** and **SANDRA L. BLAYLOCK.**



Amy Hill
Notary Public, State of Texas

Jack C. Duncan
JACK C. DUNCAN

Barbara Duncan
BARBARA DUNCAN

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on 6-24, 2011 by **JACK C. DUNCAN** and **BARBARA DUNCAN**.

Kathy McKiernan
Notary Public, State of Texas



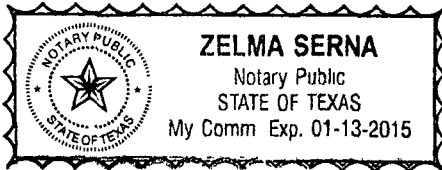

EMMETT M. HARRIS

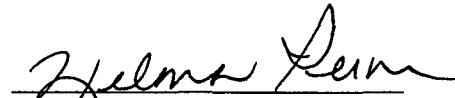

NORA FAYE HARRIS

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on June 15, 2011 by EMMETT
M. HARRIS and NORA FAYE HARRIS.



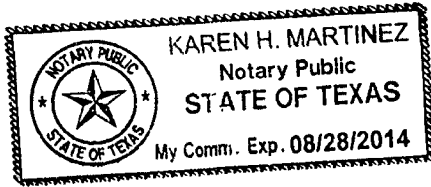

Notary Public, State of Texas

Melinda Gayle Bailey
MELINDA GAYLE BAILEY

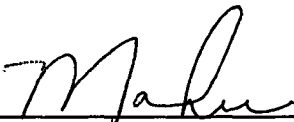
STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on July 5, 2011 by **MELINDA GAYLE BAILEY**.



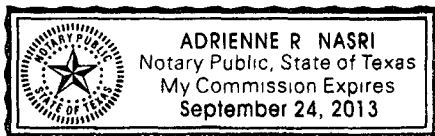
Karen Martinez
Notary Public, State of Texas


MARK LEE

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on 6 - 18, 2011 by **MARK LEE**.



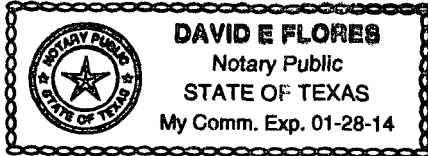

Notary Public, State of Texas

Todd Lee
TODD LEE

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on June 28th, 2011 by **TODD LEE**.



[Signature]
Notary Public, State of Texas

Michael McGehee
MICHAEL McGEHEE

Cheryll McGehee
CHERYLL McGEHEE

STATE OF TEXAS

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SWORN TO AND SUBSCRIBED BEFORE ME on 6-13-, 2011 by **MICHAEL McGEHEE and CHERYLL McGEHEE.**

Kathy McKiernan
Notary Public, State of Texas



Susan Stoker
SUSAN STOKER

STATE OF TEXAS §

SWORN TO AND SUBSCRIBED BEFORE ME on 6-30, 2011 by **SUSAN STOKER.**

Kathy McKiernan
Notary Public, State of Texas



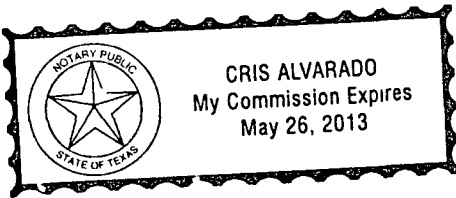
Frank W. Warner
FRANK W. WARNER

Martha W. Warner
MARTHA W. WARNER

STATE OF TEXAS §
COUNTY OF BEE §

SWORN TO AND SUBSCRIBED BEFORE ME on July 8, 2011 by FRANK W.
WARNER and wife, MARTHA W. WARNER.

Cris Alvarado
Notary Public, State of Texas



Richard K. Williams
RICHARD K. WILLIAMS

Jolene R. Williams
JOLENE R. WILLIAMS

STATE OF TEXAS

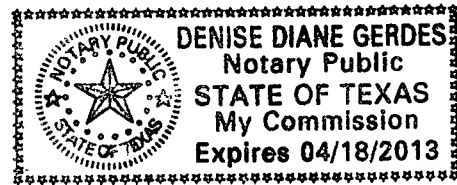
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SWORN TO AND SUBSCRIBED BEFORE ME on June 23, 2011 by **RICHARD K. WILLIAMS** and **JOLENE R. WILLIAMS**.

Denise Diane Gerdes
Notary Public, State of Texas

After recording, please return to:

Frank W. Warner, Attorney at Law
P. O. Box 1360
Beeville, TX 78104



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Ramona Esquivel Hobbs

Ramona Esquivel Hobbs, County Clerk

Uvalde County TEXAS

July 20, 2011 10:24 46 AM

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