

Declaration of Restrictive Covenants

Date: October 13th, 2021

Declarant: AGRACE HOLDINGS, LLC, a Texas limited liability company

Declarant's Address:

2711 Gardenia Drive
Austin, Texas 78727

Property: BEING 77.746 acres of land, more or less, out of Survey No. 1220 1/2, Abstract No. 307, A. V. Gates, Original Grantee, and being that same property described in a Deed to David M. Drinkard, et ux, et al, from S&R Land Partners, dated January 2, 2009, recorded under Clerk's File No. 103231, Official Public Records, Atascosa County, Texas.

Definitions:

"Covenants" means the covenants, conditions, and restrictions described as:

1. Agricultural and Residential use only for the Property and only two (2) residences per Lot. Commercial use of the Property is prohibited.
2. Home manufactured date must be no older than five (5) years at the time of placement on the Property and permanent skirting must be attached to the manufactured home within sixty (60) days of installation on the Lot.
3. No single-wide mobile home or single-wide manufactured home is permitted on the Property.
4. Each improvement for a residence must be at least fifty (50) feet from any internal or external Property boundary line.
5. All areas within fifty (50) feet of any Property line must be kept free of all trash, debris, equipment, structures, deer blinds, feeders, and parked or immobile vehicles.

"Declarant" means, AGRACE HOLDINGS, LLC, a Texas limited liability company

"Easements" means designated Easements within the Property for ingress/egress, utilities, drainage, and other purposes.

"Lot" means each tract of land located within the Property.

"Owner" means residential title owner of any portion of the Property.

Clauses and Covenants

Declarant imposes the Covenants on the Property. All Owners and other occupants of the Property by their acceptance of their deeds, leases, or occupancy, agree that the Property is subject to the Covenants.

The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in the Property.

Each Owner and occupant of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him/her to damages or injunctive relief.

This Declaration runs with the land and is binding in perpetuity, as permitted by law. Failure to enforce this Declaration is not a waiver. This Declaration may be amended at any time by the affirmative vote of 67 percent (67%) of all Owners of the Property. If a provision of this Declaration is unenforceable for any reason, the unenforceability does not affect any other provision of this Declaration. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested.

AGRACE HOLDINGS, LLC, a Texas limited liability company

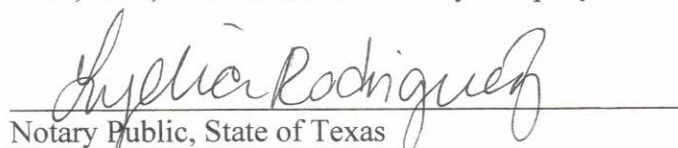
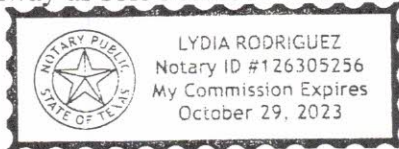


Brian Conway, Member

STATE OF TEXAS)

COUNTY OF Bexar)

This instrument was acknowledged before me on 10/13/21, 2021, by Brian Conway as sole Member of AGRACE HOLDINGS, LLC, a Texas limited liability company.



Notary Public, State of Texas

After recording, please return to:
Brian Conway
2711 Gardenia Drive
Austin, Texas 78727

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk

Atascosa County Texas

October 14, 2021 11:14:20 AM

FEE: \$30.00

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