

Document filed by:
Guaranty Title of Boerne, LLC
GF# 191110

GRECO BEND SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

Declaration of Covenants and Restrictions
2/11/2019

The following covenants and restrictions apply to the 140-acre Greco Ranch, hereafter known as the Greco Bend Subdivision, Lots 1 through 23, with the exclusion of lot 12. Lot 12 shall have no restrictions.

1. Dwelling Size. Any new dwelling unit constructed in the subdivision shall contain a minimum of 1,500 square feet of living area excluding breeze-ways, open porches, terraces, patios, garages, and structures not connected to the main dwelling unit of considered living area.
2. Prohibited residential uses. No mobile homes, house trailers, modular homes, or manufactured home shall be constructed or placed on any lot either temporarily or permanently. Recreational vehicles, either motor homes or travel trailers, may be used for temporary housing only during the construction period up to 12 months. No duplex, multi-unit apartments, condominiums or multi-family structures shall be allowed.
3. Garbage. No garbage or junk or other waste shall be kept, except in sanitary containers. It is specifically understood that no "junked," partially dismantled or fully dismantled cars, trucks, or other vehicles will be placed on the property. Restoration of old vehicles is not intended to be prohibited provided they are kept behind a screen, in a garage, a barn or otherwise kept in a neat manner.
4. Street Parking. Both prior to and after the occupancy of a dwelling on any tract, the Owner shall provide appropriate space for off-road parking of their vehicles, as no street parking will be permitted.
5. Land. Further division of any lot and/or the combination of property must be in compliance with the Kendall County Development Rules and Regulations.
6. Drainage. No structure, fences, walls or other obstructions that impede drainage shall be placed within the limits of the drainage easement shown on this plat. No landscaping or other type of modifications, which alter the cross-sections for the drainage easements, as approved, shall be allowed without the approval of Master Greco. The maintenance of drainage easements shall be the sole responsibility of the property owners and/or the property owners' association and its successors or assigns.
7. Terraces. Lots 4-13 have existing terraces that run generally north to south. These terraces may not be altered, removed nor have items placed so that water is impeded and not allowed to follow the natural drainage path. Culverts or bridges may be constructed so that the water is allowed to follow the natural course. Fences that cross the terraces must be constructed with water gaps or flaps that will not impede the water.
8. Building Locations. Lots 4-13 have sensitive drainage features and must remain. Therefore the main building locations for these lots are restrictive to the front or rear portions of the lots between the front setbacks and the start of the first or last terrace as shown on the plat. Any construction or placement of objects, landscape, or outlying structures must ensure that current drainage patterns are not altered or obstructed.

These covenants and restrictions shall remain in effect and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) year periods unless an instrument signed by a majority of the then current lot owners has been recorded, agreeing to change said covenants in whole or in part. No amendment or modification shall be effective unless in writing and until recorded in the Real Property Records of Kendall County, Texas nor until approval of any governmental regulatory body which is required shall have been obtained.

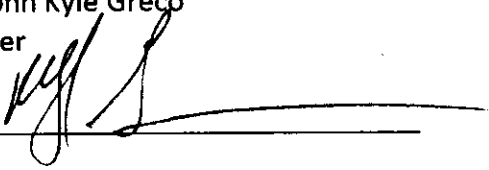
No violation of any of the restrictions described above shall cause a reversion in title, but instead, any such violation shall be prevented or the injuries resulting compensated for by injunction or suit for damages. Invalidations of any one or more of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person who appears as Owner.

The terms, covenants, and conditions of this declaration may be amended by a written instrument approved by two thirds (2/3) of the lot Owners (excluding their respective mortgagees, if any) of the property subject to the declaration and recording in the Kendall County Clerk's Office. No such amendments will at any time be approved that violate any Federal, State, County, or other governmental agency rules or regulations.

In whiteness whereof, Declarant has executed this Declaration of Covenants and Restrictions to be effective as of the day and year of the recording hereof in the Official Records of Real Property of Kendall County, Texas.

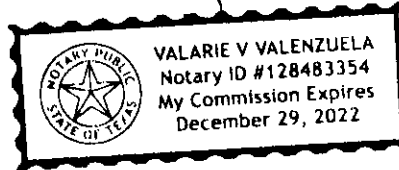
By John Kyle Greco
Owner



STATE OF TEXAS
COUNTY OF KENDALL

This instrument was acknowledged before me on May 1st, 2019 by John Kyle Greco
owner.


Notary Public, State of Texas

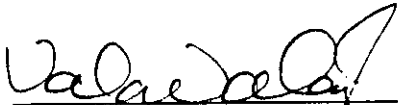


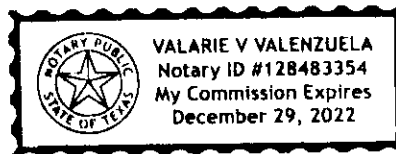
By Michelle Dawn Greco
Owner



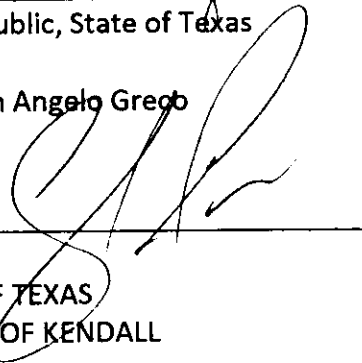
STATE OF TEXAS
COUNTY OF KENDALL

This instrument was acknowledged before me on May 6th, 2019 by Michelle Dawn
Greco owner.


Notary Public, State of Texas

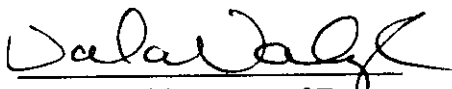


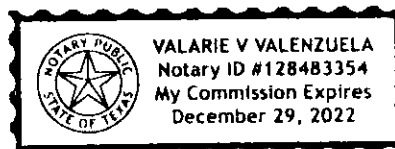
By Shawn Angelo Greco
Owner



STATE OF TEXAS
COUNTY OF KENDALL

This instrument was acknowledged before me on May 2nd, 2019 by Shawn Angelo
Greco owner.


Notary Public, State of Texas



Original

Filed & Recorded in:

**KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK**

05/06/2019 10:08AM

Document Number : 00330517
Total Fees : \$38.00

Receipt Number - 97552
By Deputy: Paula Pfeiffer

This Document has been received by this Office for
Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed in File Number
Sequence on the date and at the time stamped hereon and
was duly recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

05/06/2019
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: _____ Deputy