

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made by Kim Brown and Douglas Welch, individuals ("Declarants").

Declarants are the owners of real property in Comal County Texas, which is more particularly described in the attached Exhibit "A" ("Restricted Property").

Declarants want to impress the Restricted Property with certain covenants and conditions running with the land and want to set forth the covenants and restrictions in writing.

It is declared that (a) all of the Restricted Property will be held, sold, conveyed, and occupied subject to the following restrictions that will run with the Restricted Property and be binding on all parties having any right, title, or interest in or to the Restricted Property or any part of it, including but not limited to any purchaser, grantee, owner, lessee, tenant, or occupant of all of any part of the Restricted Property or improvements located on it, their heirs, successors, and assigns, for the benefit of the land located adjacent to the Restricted Property more particularly described in Exhibit "B" ("Benefited Property") and the fee owners and occupants of the Benefited Property ("Benefited Parties") and (b) each contract, deed, license, lease or other occupancy agreement that may be executed with regard to the Restricted Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following restrictions, regardless of whether they are set forth or referred to in that contract or deed.

Use Restrictions. The Restricted Property cannot be used for the following purposes:

- (a) Subdivided into lots;
- (b) A manufactured housing or recreational vehicle park.

Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate the restrictions set forth above, it will be lawful for an of the Benefited Parties (individually or collectively) to prosecute proceedings at law or in equity against the person, persons, corporation, or entity. Any action taken to enforce the restrictions set forth in this Declaration will be at the sole cost and expense of the party initiating the action. However, in any legal or equitable proceeding for the enforcement or to restrain the violation of the restrictions, the violating party must pay the attorney's fees of the enforcing party if the enforcing party prevails in the amount fixed by the court in the proceedings. All remedies provided in this Declaration or at law or in equity will be cumulative and not exclusive.

Partial Invalidity. If any part of this Declaration is declared invalid, by judgment or court order, it will in no way affect any of the other provisions of this agreement, and the remaining portion of this agreement will remain in full effect.

Waiver. If at any time the Benefited Parties fail to enforce this Declaration, whether or not any violations of it are known, the failure will not constitute a waiver or estoppel of the right to enforce it.

Term. This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the real property records of Comal County, Texas and will continue in effect for a period of twenty-five (25) years.

Amendment; Extinguishment. This Declaration may be amended or extinguished only by a written instrument that is (a) executed by both the Owner of the Restricted Property subject to the amendment or extinguishment and the Owner of the Benefited Property, and (b) filed and recorded in the real property records of Comal County, Texas.

Binding Agreement. This Declaration and all of its terms, provisions, and covenants run with the Restricted Property, and will apply to, be binding on, and inure to the benefit of the parties and their respective heirs, executors, legal representatives, and assigns. When the context requires, singular nouns and pronouns include the plural.

Executed as of _____, 2022

[Signature Page Follows]

DECLARANTS

Kim Brown

Douglas Welch

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2022 by Kim Brown.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2022 by Douglas Welch.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

ROSENBLATT LAW FIRM
16731 Huebner Rd.
San Antonio, Texas 78248