

DECLARATION OF RESTRICTIVE COVENANT OF AFFORDABILITY

JONAS RAPHAEL and ANGE MARIE NACHA RAPHAEL (**DECLARANTS**) make this Declaration of Restrictive Covenant of Affordability (**Restrictive Covenant**) to assure the long-term use of the real property described in Section 1 below.

1. DECLARANTS are the record owners of the real property located at 2534 Dry Moss Way, San Antonio, Texas (**Property**), more particularly described as follows:

Legal Description: Lot 29, in Block 23, New City Block 18087, of Applewhite Meadows Subdivision Unit 2, a subdivision located in County Block 4286, in the City of San Antonio, Bexar County, Texas, according to the Map or Plat recorded in Volume 20002, Page 2593, of the Plat Records of Bexar County, Texas.

Street Address: 2534 Dry Moss Way, San Antonio, Texas 78224.

2. In consideration of a partially perpetual and partially forgivable loan to DECLARANTS in the amount of Fifteen Thousand and 00/100 Dollars [\$15,000.00] (**Loan**) from the City of San Antonio (**CITY**) for the purpose of providing, as applicable, closing costs, pre-paid interest, and down payment assistance to purchase the Property, DECLARANTS, on behalf of DECLARANTS and DECLARANTS' successors and assigns, hereby agree to restrict the use of the Property in the manner and for the period of time set forth in this instrument.

3. DECLARANTS, on behalf of DECLARANTS and DECLARANTS' successors and assigns, do hereby adopt and impose on the Property the following conditions, covenants, and restrictions, which shall be a covenant running with the land and shall be binding upon any purchaser, grantee, owner, or lessee of any land or building on the Property, and each of their respective heirs, executors, administrators, devisees, successors, and assigns:

3.1 For a continuous period of ten (10) years after the date of recordation of this instrument (**Affordability Period**), the Property shall be continuously occupied by DECLARANTS and maintained as DECLARANTS' principal place of residence;

3.2 In the event of a voluntary or involuntary sale of the Property during the Affordability Period, CITY shall be entitled to recapture from DECLARANTS or DECLARANTS' successor(s)-in-title the amount outstanding on the Loan; *provided, however*, repayment of such recapture amount shall be limited to the amount of proceeds remaining after any superior loans and closing costs are deducted from the sale proceeds; and

3.3 In the event that the Property is not sold but DECLARANTS cease to occupy the Property as DECLARANTS' principal residence during the Affordability Period, CITY shall be entitled to and owed by DECLARANTS or DECLARANTS' successor(s)-in-title the entire outstanding Loan amount as of the date DECLARANTS ceased to occupy the Property as DECLARANTS' principal residence.


4. Violation of this Restrictive Covenant shall give the City the right to institute any proceeding at law or equity to recover any sum due to CITY under the terms of this Restrictive Covenant. If CITY institutes an action to recover any such sum, DECLARANTS and DECLARANTS' successor(s)-in-title agree to pay all costs of collection, including any court costs and reasonable attorneys' fees.

5. Every individual or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Restrictive Covenant, whether any reference to this Restrictive Covenant is in the instrument by which the Property was conveyed to such individual or entity.

6. This Restrictive Covenant shall be binding upon the undersigned parties and all successive owners of the Property or any part thereof. Whenever in this Restrictive Covenant a reference is made to a party, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party. This Restrictive Covenant may not be withdrawn, modified, or amended without the written consent of CITY.

7. In the event of foreclosure or deed in lieu of foreclosure of a prior security deed or security interest, any provisions in this instrument or any provisions in any other collateral agreement restricting the use of the Property or otherwise restricting the DECLARANTS' ability to sell the Property shall have no further force or effect. Any individual or entity (such individual's or entity's successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior security deed shall receive title to the Property free and clear from the restrictions in this instrument.

ADOPTED this 18th day of FEBRUARY, 2026.

By: 

JONAS RAPHAEL

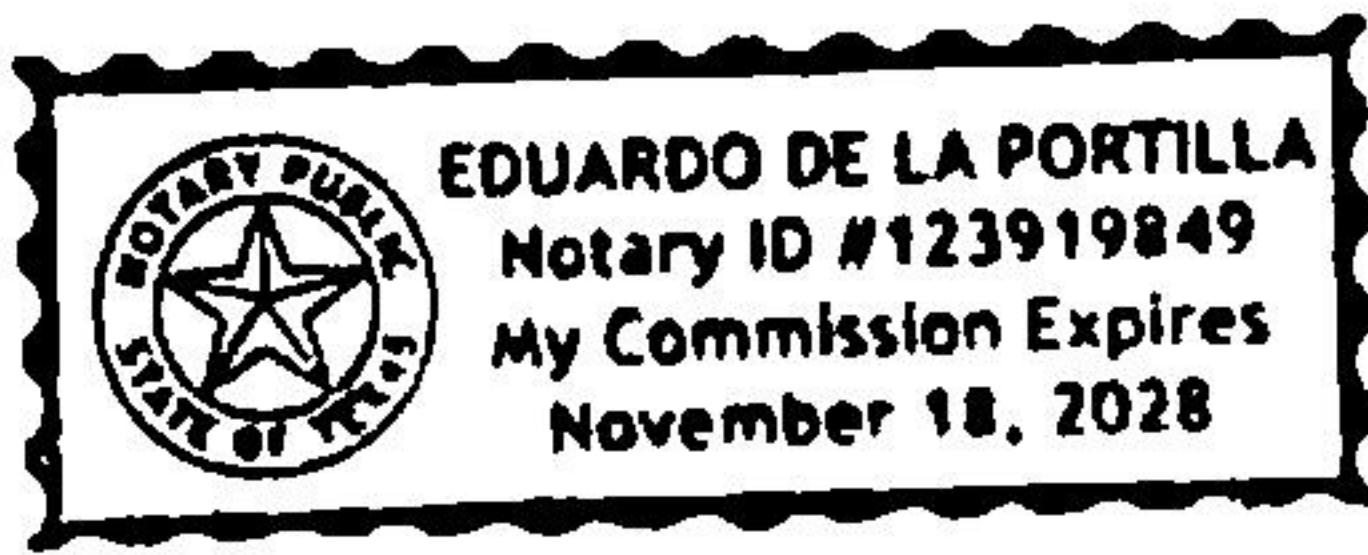
By: 

ANGE MARIE NACHA RAPHAEL

(ACKNOWLEDGMENTS)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

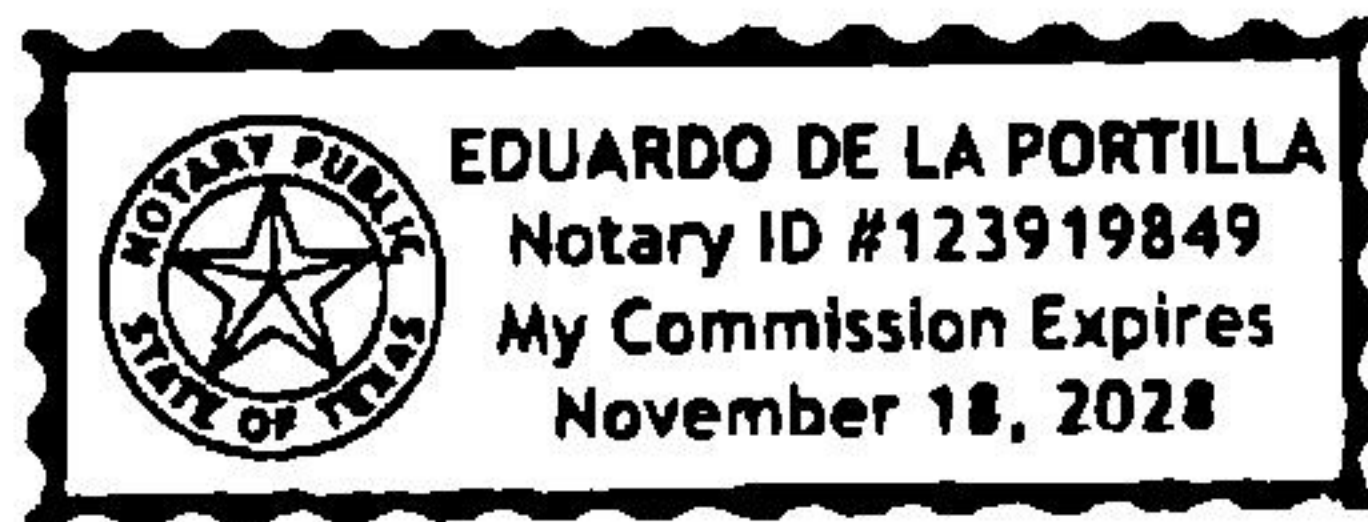
This instrument was acknowledged before me on this 18th day of February, 2026, by JONAS RAPHAEL.



Eduardo de la Portilla
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 18th day of February, 2026, by ANGE MARIE NACHA RAPHAEL.



Eduardo de la Portilla
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

City of San Antonio
Office of the City Attorney
ATTN: Housing Attorney
P.O. Box 839966
San Antonio, Texas 78283-3966

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/19/2026 8:37 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk