

SCANNED

DECLARATION OF RESTRICTIVE COVENANT

Jacqueline Scott Le Flore ("**DECLARANT**") makes this Restrictive Covenant on the 27 day of March, 2024 ("**Effective Date**") to assure the long-term residential use of the real property described below. When the context requires, singular nouns and pronouns include the plural.

1. DECLARANT is the record owner of the real property located at 335 Stimmel Street, in the City of San Antonio, Bexar County, Texas, and as more particularly described as follows:

Legal Description: LOT 4, BLOCK 42, NEW CITY BLOCK 15449, LACKLAND HEIGHTS SUBDIVISION UNIT 6-C, 2ND FILING, SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5700, PAGE(S) 32, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS ("**Property**")

Street Address: 335 Stimmel Street, San Antonio, Texas 78227.

2. In consideration of the Minor Repair Program ("**Program**") funds awarded to DECLARANT in the amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) ("**Grant Funds**") by the City of San Antonio ("**CITY**") for home repairs to the Property, DECLARANT hereby agrees to restrict the use of the Property in the manner set forth in this Restrictive Covenant for a continuous period of five (5) years after the Effective Date of this Restrictive Covenant ("**Covenant Period**").

3. For the benefit of DECLARANT, the CITY and DECLARANT's successors and assigns do hereby adopt and impose on the Property the following conditions, covenants, and restrictions during the Covenant Period, 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 their heirs, executors, administrators, devisees, successors, and assigns.

- A. The Property must remain occupied by DECLARANT and cannot be sold, conveyed, or transferred during the Covenant Period.
- B. If the Property is sold, transferred, or conveyed, whether voluntary or involuntary, during the Covenant Period, CITY shall be entitled to recapture from DECLARANT and DECLARANT's successor(s)-in-title the Grant Funds as of the date of sale, transfer, or conveyance of the Property.
- C. If the Property is not sold, transferred, or conveyed but instead ceases to be DECLARANT's principal residence during the Covenant Period, CITY shall be entitled to recapture from DECLARANT or DECLARANT's successor(s)-in-title the Grant Funds as of the date that DECLARANT ceased to occupy the Property.

D. If the Property is transferred or conveyed during the Covenant Period through probate, inheritance, devise, descent, or operation of law due to the death of DECLARANT, DECLARANT's heir(s) must qualify for the Program, meet the Program's income eligibility criteria, and assume this Restrictive Covenant and all obligations in the Program Agreement. DECLARANT's heir(s) that do not meet the all the requirements of the Program during the Covenant Period shall pay the CITY a pro-rated portion of the Grant Funds, calculated by reducing the total Grant by one-fifth (1/5) for each full year that DECLARANT complied with this Restrictive Covenant, which shall be due to CITY before the expiration of Covenant Period set forth for this Restrictive Covenant.

4. Upon violation of any provision of this Restrictive Covenant, DECLARANT and DECLARANT's successors, and assigns shall pay to CITY a pro-rated portion of the Grant Funds, calculated by reducing the total Grant by one-fifth (1/5) for each full year that DECLARANT complies with each provision of this Restrictive Covenant which shall be due to CITY on or before the expiration of Covenant Period set forth in this Restrictive Covenant. No credit shall be given for partial years.

5. Every person 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 including, but not limited to, the obligation to repay the Grant Funds for violation of this Restrictive Covenant, whether or not any reference to this Restrictive Covenant is contained in the instrument by which the Property was conveyed to such person.

6. This Restrictive Covenant shall be binding upon the undersigned DECLARANT 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.

ADOPTED as of the Effective Date set forth above by:

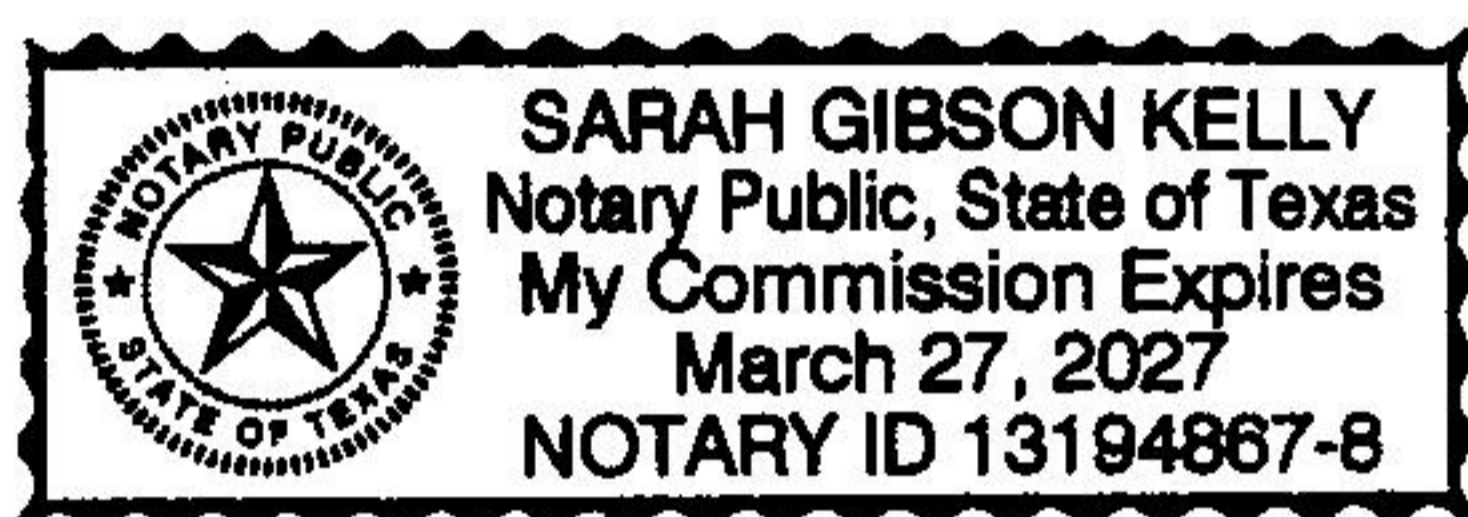
DECLARANT:


Jacqueline Scott LeFlore

(ACKNOWLEDGMENT)

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Instrument was acknowledged before me on this 27 day of March, 2024, by Jacqueline Scott Le Flore.

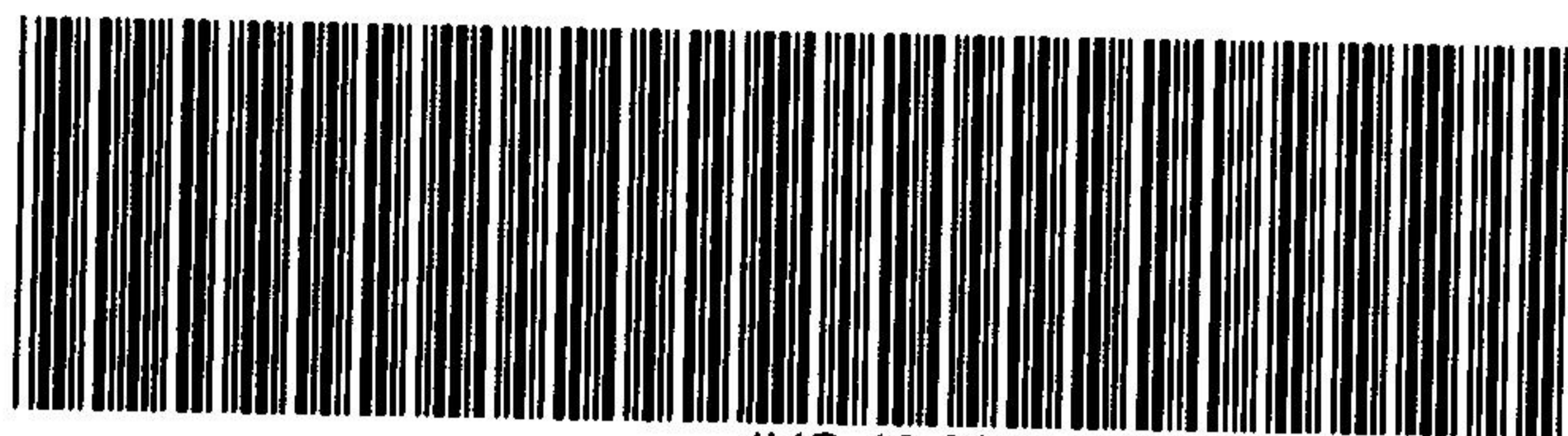


Sarah Kelly

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

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



VG-40-2024-20240067771

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS 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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
4/16/2024 3:23 PM



Lucy Adame-Clark

Lucy Adame-Clark
Bexar County Clerk