

**SCANNED**

## **RESTRICTIVE COVENANT**

Priscilla Chaires (the "**PROPERTY OWNER**") makes this Restrictive Covenant on the 29th day of April, 2021, to assure the long-term residential use of the real property described below.

1. **PROPERTY OWNER** is the record owner of the real property located at 4439 Canary Bend, San Antonio, Texas 78222, in the City of San Antonio, Bexar County, Texas, and (the Property") and as more particularly described as follows:

### REAL PROPERTY DESCRIPTION:

Legal Description: Lot 18, Block 2, New City Block 17676, Pecan Valley Heights Subdivision, Unit 2, City of San Antonio, Bexar County, Texas, according to the Map or Plat thereof recorded in Volume 9540, Page 188, Deed and Plat Records of Bexar County, Texas.

Street Address: 4439 Canary Bend, San Antonio, Texas 78222.

2. In consideration of the grant of the City's Under 1 Roof Program funds (the "**Grant Funds**") by the City of San Antonio ("**CITY**") to **PROPERTY OWNER** to assist in funding to provide a new, high reflectance roof at the Property, **PROPERTY OWNER** hereby agrees to restrict the use of the Property in the manner and for the period of time set forth herein.

3. For the benefit of **PROPERTY OWNER**, the **CITY**, and **PROPERTY OWNER**'s successors and assigns do hereby adopt and impose on the Property the following conditions, covenants, and restrictions, which shall be constitute 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:

3.1 The Property must be occupied by **PROPERTY OWNER**, whose income must be at or below eighty percent (80%) of the area median income level, adjusted for household size, as determined by the Secretary of the U.S. Department of Housing and Urban Development;

3.2 If the Property is vacant on the date of execution of this Restrictive Covenant, the Property must be occupied within six (6) months of project completion. Once occupied, the **PROPERTY OWNER** will provide the **CITY** with income information to ensure the occupant complies with 3.1;

3.3 **PROPERTY OWNER** shall permit **CITY** to conduct an annual inspection of the Property;

3.4 **PROPERTY OWNER** shall make payments or cause payments to be made on all taxes owed on the Property, as required by law. Taxes owed or paid shall be determined by the Bexar County Appraisal District;

3.5 The Property cannot be sold, conveyed, or transferred, whether voluntary or involuntary, during the Covenant Period unless the Property is transferred through probate, inheritance, descent, or operation of law due to the death of PROPERTY OWNER during the Covenant Period, in which case, PROPERTY OWNER's heir(s) may qualify for the program except that the heir(s) does not have to meet the income-eligibility requirements; and

3.6 Upon violation of any provision herein, PROPERTY OWNER agrees to immediately repay to CITY a prorated portion of the Grant Funds, calculated by reducing the total Grant Funds by one-fifth (1/5) for each full year that PROPERTY OWNER complies with each and every provision of this Restrictive Covenant.

4. The conditions, covenants and restrictions set forth in Section 3 shall be in effect for a continuous period of five (5) years after the date of execution of this Restrictive Covenant (the "*Covenant Period*") and shall terminate on the same date of the fifth year as the effective date of this Restrictive Covenant.

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 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.

**ADOPTED** this 29th day of April, 2021.

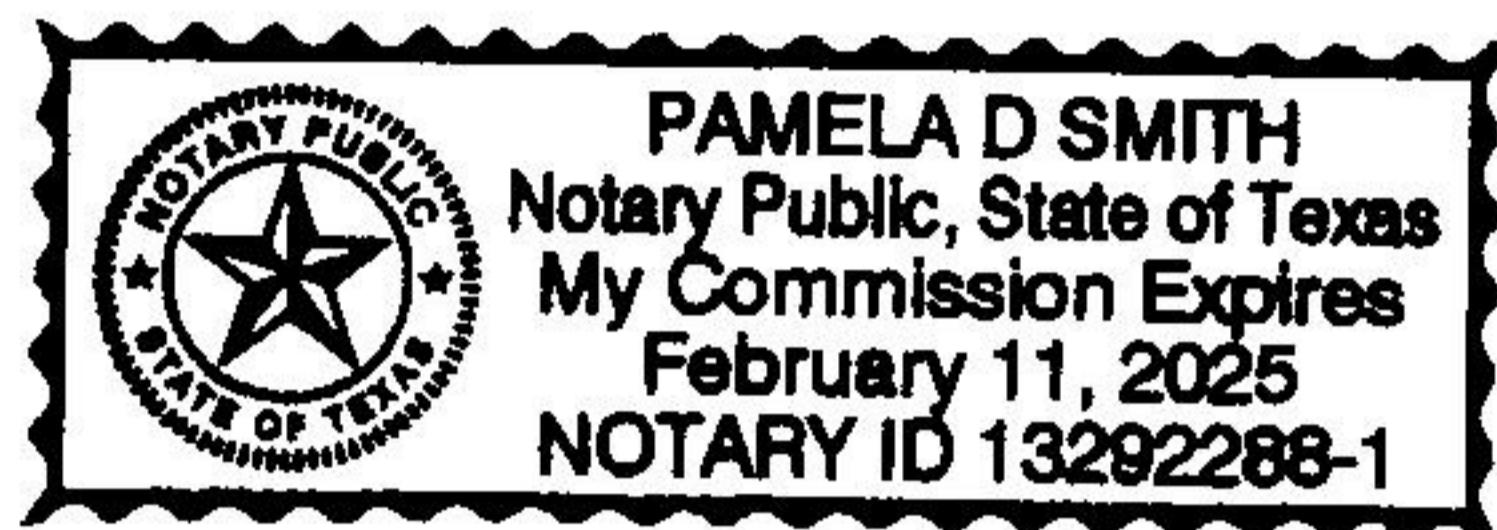
**PROPERTY OWNER:**

  
\_\_\_\_\_  
Priscilla Chaires

**(ACKNOWLEDGMENT)**

**STATE OF TEXAS**       §  
  §  
**COUNTY OF BEXAR**     §

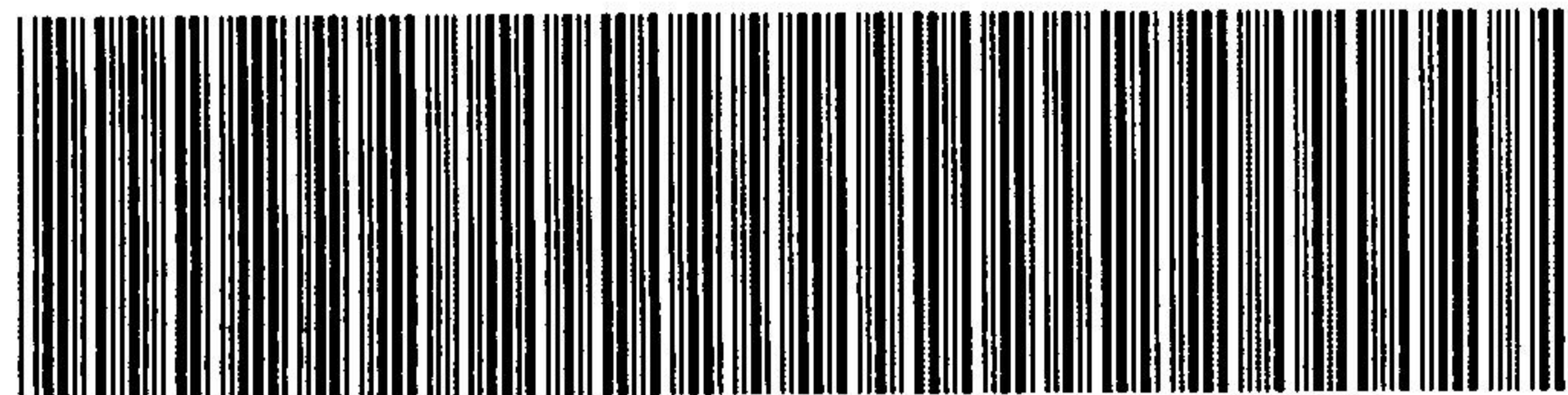
This Instrument was acknowledged before me on this 29th day of April, 2021 by Priscilla Chaires.



  
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: Jameene Yvonne Williams



\*VG-113-2021-20210132623\*

**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:  
5/17/2021 2:26 PM



*Lucy Adame-Clark*  
\_\_\_\_\_  
Lucy Adame-Clark  
Bexar County Clerk