

7/10



201606007701 02/23/2016 01:33:06 PM 1/7

RESTRICTIONS AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This RESTRICTIONS AGREEMENT (the "Agreement") is made as of Feb 22 2016, 2016 by and between C&M COVINGTON INVESTMENTS, INC., a Texas corporation (the "Owner"), and SCENIC HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation ("Association").

WHEREAS, Owner owns certain property located in Comal County, Texas as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, the Property is encumbered by those certain Corrected Restrictions of Scenic Heights Subdivision recorded on August 1, 1975 in Volume 229, Page 826 of the Official Public Records of Real Property of Comal County, Texas, as renewed and extended by that certain Extension of Deed Restrictions of Scenic Heights Subdivision recorded on May 30, 1995 as Document No. 466973 of the Official Public Records of Real Property of Comal County, Texas, and as further renewed and extended pursuant to that certain Renewal of Deed Restrictions recorded on May 31, 2015 as Document No. 200506019535 of the Official Public Records of Real Property of Comal County, Texas (collectively, the "Declaration");

WHEREAS, on or about the date hereof, Owner is conveying the Property to Stewart Legacy Group, LLC, a Texas limited liability company;

WHEREAS, the Association maintains that a building built upon the Property is within a setback line in violation of the Declaration; and

WHEREAS, Owner wishes to put certain restrictions on a portion of the property and the Association has agreed to make certain concessions regarding the Property to resolve any existing or future conflict with the Association or any owner of property near the Property regarding the Declaration.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, Owner and the Association hereby agree as follows:

1. **Declaration.** The Association represents and warrants that the Property is currently in compliance with the Declaration. The Association further represents and warrants that the Property is designated in writing for business purposes pursuant to the Declaration, that the septic system used on the Property is in accordance with the Declaration, and that the buildings currently on the Property are allowed to encroach into the setback, regardless of any notation in the Declaration.

2. **Use Restrictions.**In the event that any owner of the Property elects to utilize sanitary sewer service from a governmental entity for the Property, then, and only then, Owner agrees that the Restricted Property as defined on Exhibit B attached hereto and incorporated herein for all purposes shall be restricted to single family residential use, and the remaining portion of the Property may then, and in any case, continue to be used for commercial purposes.
3. **Severability.**If any provision of this Agreement is to any extent held invalid, inoperative or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
4. **Private Use.**Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Property to the general public or to the Association.
5. **Expiration and Amendment.**Owner agrees that the restrictions in this Agreement shall be effective only for so long as the Declaration is effective and encumbers the Property. This Agreement may be amended only by a document signed by the owner of the Property and the Association.
6. **Attorneys' Fees.**Owner agrees that if any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.
7. **Authority.** Each signatory below represents and warrants that he or she has the authority to sign on behalf of and bind the party for whom he or she signs to the terms of this Agreement. Further, each party hereto represents and warrants that it has the authority to enter into this Agreement, it has authority to make all agreements, representations, and warranties contained herein, and that the other party may rely on each provision hereof.
8. **Recitals and Exhibits.**The recitals set forth above and all exhibits referenced herein are incorporated into this Agreement for all purposes.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED AND EFFECTIVE as of the date first set forth above.

OWNER:

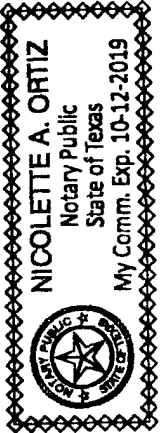
C&M COVINGTON INVESTMENTS, INC.,
a Texas corporation

By: Carrie Covington
Name: Carrie Covington
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this the 22nd day of Feb., 2016, personally appeared before me, the undersigned notary public, Carrie Covington, President of C&M COVINGTON INVESTMENTS, INC., a Texas corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Nicolette A. Ortiz
NOTARY PUBLIC, STATE OF TEXAS



AGREED AND ACCEPTED as of the date first set forth above.

ASSOCIATION:

SCENIC HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION,
a Texas nonprofit corporation

By: Jay Bulman
Name: JAY BULMAN
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DUMAS §

On this the 22 day of February, 2016, personally appeared before me, the undersigned notary public, Jay Bulman of SCENIC HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Jean E. Steadman
NOTARY PUBLIC, STATE OF TEXAS

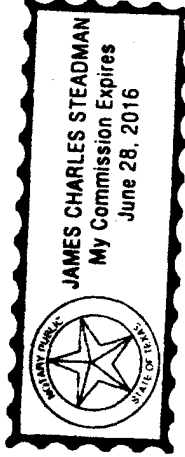
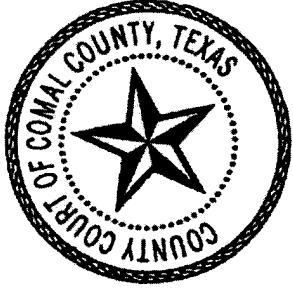


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 153R, REPLAT OF SCENIC HEIGHTS, UNIT 1, COMAL COUNTY, TEXAS,
ACCORDING TO A PLAT THEREOF RECORDED IN VOLUME 13, PAGE 166 OF THE
MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS.



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/23/2016 01:33:06 PM
TERRI 7 Page(s)
201606007701



Bobbie Koepp