

5/05



201906047241 12/31/2019 11:28:12 AM 1/5



AMENDED RESTRICTIONS, ASSESSMENTS,
AND EASEMENTS
OF RANCHO DEL LAGO PHASE 12

STATE OF TEXAS)
 (KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL)

WHEREAS, the undersigned are record owners of legal title of fifty-one percent (51%) or more of the lots shown by Deed of Records of Comal County, Texas for Rancho del Lago, Phase 12, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 293-295, Plat Records, Comal County, Texas;

NOW THEREFORE, the Restrictions of Rancho del Lago, Phase 12 shall hereafter read as follows and these restrictions will replace the original Restrictions dated August 28, 1986 filed under DOC# 288444, VOL. 526, PAGE(S) 310-312 ("Original restrictions"):

I.

The property herein described shall be used solely for new single family residential purposes, and only one single family residence may be constructed on each lot.

II.

No building, fence or structure of any type shall be erected, placed or altered on any lot until the design and construction plans, specifications and a plat showing the location of the structure on said lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. Under ordinary topographical circumstances the building will be required to be set back a minimum of 30 feet in front and 10 feet on sides and rear. Any deviation in this must first be approved in writing by the Architectural Control Committee. Notwithstanding anything herein, all improvement that are located on a lot as of the date of this Amendment shall be "grandfathered" and shall not be required to comply with Section II hereof, but shall comply with all provisions of the Original Restrictions.

The initial Architectural Control Committee shall be composed of Lee R. Roper, Tina Bostic, Sharon Martinez, and Ricky Franklin. After the Developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per lot) may elect a new Architectural Control Committee by written instrument filed with the Clerk of Comal County. A majority of the Committee may designate a member to act on its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to

This document is being refiled to correct the square footage requirement.

designate a successor or any two of these members may relieve the remaining one of his or her duties in connection with the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be set out in writing and in the event the committee or its designated representatives fail to approve or disapprove plans within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be fully complied with.

**RECORDED AS
RECEIVED**

III.

No building, other than a single family residence, containing ^{not} less than 1,500 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on any tract, and no garage may be erected except simultaneously with or subsequent to erection of a residence, except with prior written approval of Grantor. The exterior of all buildings must be completed not more than fourteen (14) months after laying foundations and no structures or house trailers of any kind may be moved onto the property, except those approved in advance, in writing by the Architectural Control Committee. The exterior wall of any residence facing the front property line and built after the date of this Declaration shall be no less than forty percent (40%) stone, rock, brick or stucco, inclusive of door, window and similar openings. The outer walls of the remaining three sides must be disclosed as to what building material will be used. Servant's quarters and guest houses may be constructed to the rear of a permanent residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view.

IV.

The term "residence" "dwelling", "main dwelling" and "guest/servants house" does not include prefab houses, modular homes or single wide, double wide, or triple wide mobile homes or manufactured homes regardless of when purchased and whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. As used herein, "Manufactured home" includes but is not limited to, any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home and mobile home as defined in the Texas Occupations Code Section 1201.003 in effect on January 2, 2008.

No tent, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to maximum of seventeen (17) consecutive days prior to construction of a building on the property.

V.

No material of any kind shall be placed or stored on any tract except for construction materials after construction of a permanent building has begun. Grantor may notify Grantee by Certified U.S. Mail of such violations, and if the violation is not corrected and the subject materials not removed within ten days after the mailing of such notice, Grantor may remove said material from the property, dispose of such material, and charge Grantee with the removal and disposition costs, and Grantor shall have no liability to Grantee by virtue of the exercise of such right to removal.

VI.

No outside toilet shall be installed or maintained on any tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Department of Health. No removal of oak trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written authorization of the Architectural Control Committee.

VII.

No noxious, offensive, unlawful or *immoral* use shall be made of any lot or tract.

VIII.

No livestock of any *kind* shall be raised, bred, or kept on any tract, except one horse and one cow per acre which may be kept solely for personal use. Such animal shall be kept in a sanitary, non-offensive manner and on tracts 9/10 of an acre or larger. Dogs, cats, and other household pets may be kept provided they are kept in compliance with Comal County Order #171, Rabies and Animal Control Order, or such subsequent order as may be passed. No animal may be kept, bred or maintained for any commercial purpose.

IX.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto equipment, dump truck, material (except material to be used in construction of the residence on the lot or tract) or non-operating automobiles shall be stored on (or parked in the roadway in front of) any lot.

X.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XI.

All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Comal County.

XII.

Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect. An uncorrected violation of one of these restrictions by one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.

XIII.

The term "Grantor" in these restrictions means RANCHO DEL LAGO, INC., its successors and assigns.

XIV.

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate restricted in the same way, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorney's fees, or other dues for such violations.

XV.

All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the lots in the subdivision, and any successor, heir, assign and Grantee of any lot owner. The covenants and restrictions herein are for the benefit of the entire subdivision and all present and future lot owners therein.

XVI.

These amended covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically

extended upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Comal County, Texas.

XVII.

In addition to the covenants, restrictions, and reservations stated above, each lot shall be subject to a water assessment of \$600.00 for the purpose of installing a water system to bring water to the lot. Said water assessment shall be due and payable to RANCHO DEL LAGO, INC., or its assigns on or before six (6) months after the lot is conveyed by RANCHO DEL LAGO, INC.

IN TESTIMONY WHEREOF, THE PROPERTY OWNERS OF RANCHO DEL LAGO, PHASE 12, as owners of 51% or more of the lots in RANCHO DEL LAGO located in Comal County, Texas, has executed this instrument on this the 1st day of September, 2015.

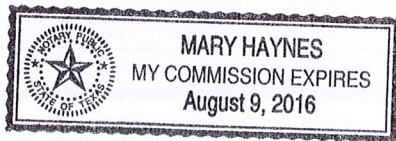
RANCHO DEL LAGO, INC.

By: Lee R. Roper
Lee R. Roper President

STATE OF TEXAS)

COUNTY OF COMAL)

This instrument was acknowledged before me on the 1st day of September, 2015, by Lee R. Roper, President of Rancho del Lago, Inc., a Texas Corporation.



Mary Haynes
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/31/2019 11:28:12 AM
TERRI 5 Page(s)
201906047241



Bobbie Koepf

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/11/2015 03:15:55 PM
TERRI 5 Page(s)
201506036905



Bobbie Koepf