

Yes



201706045106 10/05/2017 11:31:24 AM 1/1

**SCRIVINERS AFFIDAVIT**

Date: October 3, 2017

Affiant: Lee R. Roper

Property:

All that certain tract or parcel of land lying and being situated in Comal County, Texas being known and designated as RANCHO DEL LAGO, PHASE 3, according to map or plat recorded in Volume 6, Page 169, Comal County, Texas Map and Plat Records; and

Affiant on oath swore that the following statements are true and are within the personal knowledge of affiant:

1. Affiant has personal knowledge of the execution of that one certain map or plat, filed March 22, 1982, executed by Lee R. Roper, President and developer of Rancho del Lago, Inc., establishing the subdivision known as Rancho del Lago, Phase 3; said map or plat being recorded as designated hereinabove.
2. Affiant being the developer who executed the plat, and examined the notes on the plat regarding minimum building set back lines.
3. The plat sets out that the minimum building setback shall be 30 feet from the front lot line and 10 feet to side lot lines. An easement of 5 feet in width is reserved along all lot lines. By error or mistake the restrictions filed in VOL. 327, PAGES 58-60 on April 27, 1982 omitted the front and side set back. When in fact the Restrictions for Rancho del Lago, Phase 3 should have reflected the same setbacks as stated in the Plat for Rancho del Lago, Phase 3.

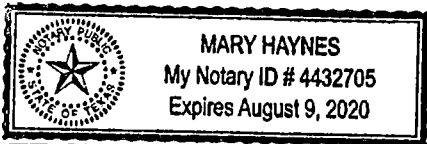
This affidavit is executed for the purpose of documenting the true intent of the Declarant, Rancho del Lago, Inc., and the developer, Lee R. Roper, was and remains that the setbacks as described on the plat map for Rancho del Lago, Phase 3 are the true and correct setbacks.

Further affiant sayeth naught.

Rancho del Lago, Inc.

*Lee R. Roper*  
Lee R. Roper, President

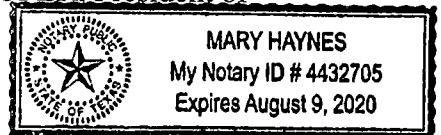
SWORN TO AND SUBSCRIBED before me LEE R. ROPER, President of Rancho del Lago, Inc., on this the 4<sup>th</sup> day of October 2017.



*Mary Haynes*  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF COMAL §

This instrument was acknowledged before me by LEE R. ROPER, President of Rancho del Lago, Inc., on this the 4<sup>th</sup> day of October, 2017.



*Mary Haynes*  
Notary Public, State of Texas

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
10/05/2017 11:31:24 AM  
TERRI 1 Page(s)  
201706045106



*Bobbie Koepf*



## V.

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

## VI.

No livestock of any kind shall be raised, bred, or kept on any tract, except one horse and one cow per acre for personal use may be kept in a sanitary, non-offensive manner. Dogs, cats, or other household pets may be kept. No animals may be kept, bred or maintained for any commercial purpose.

## VII.

All building plans must be approved in advance in writing by the Rancho Del Lago Architectural Committee, which is initially composed of Dewey J. Smith and Lee R. Roper.

## VIII.

Invalidation of any one of these covenants or restrictions by judgment or any Court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## IX.

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

## X.

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.

## XI.

These restrictions shall be effective until January 1, 2001 and shall automatically be extended for successive periods of ten (10) years thereafter; provided, however, that the owners of a majority of the lots of RANCHO DEL LAGO, PHASE THREE SUBDIVISION may release all of the lots hereby restricted from any one or more of said restrictions, or may release any lot or lots from any restrictions, imposed hereby or created by subsequent deed from Grantor, on either January 1, 2001, or at the end of any ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose, and filing the same for record at the office of the County Clerk of Comal County, Texas, at any time prior to January 1, 2001, or at any time prior to the expiration of any successive ten (10) year period thereafter; provided further however, that by unanimous written approval of all lot owners in the subdivision, a waiver of any one or more of these restrictions as to any lot or lots in the subdivision shall be permitted, and such written waiver shall not be deemed to apply to any other lot or lots in the subdivision or to invalidate or cancel any of these restrictions.

IN TESTIMONY WHEREOF, RANCHO DEL LAGO, INC. a Texas Corporation, has executed this instrument this 22 day of March, 1982.

RANCHO DEL LAGO, INC.

By: [Signature]  
LEE R. ROPER, President

THE STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority, on this day personally appeared LEE R. ROPER, President of RANCHO DEL LAGO, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 22nd day of March, 1982.

[Signature]  
Notary Public in and for  
Comal County, Texas

EDWIN K. NOLAN  
Notary Public, Comal County, Texas  
My Commission Expires: March 28, 1984



STATE OF TEXAS }  
COUNTY OF COMAL }

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the Deed Records of Comal County, Texas as stamped hereon by me, on

APR 28 1982



[Signature]  
COUNTY CLERK  
COMAL COUNTY, TEXAS