

Yes



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 5, according to map or plat recorded in Volume 7, Page 25, 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 November 22, 1982, executed by Lee R. Roper, President and developer of Rancho del Lago, Inc., establishing the subdivision known as Rancho del Lago, Phase 5; 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 lines shall be 30 feet from front lot line and 5 feet on each side and rear lot lines, Utility easements of 5 feet from all lot lines. By error or mistake the restrictions filed in VOL. 338, PAGES 334-336 on December 30, 1982 omitted the front and side set back. When in fact the Restrictions for Rancho del Lago, Phase 5 should have reflected the same setbacks as stated in the Plat for Rancho del Lago, Phase 5.

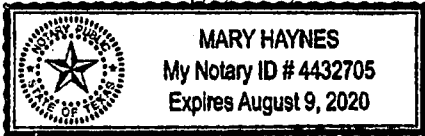
This affidavit is executed for the purpose of documenting the true intent of the Declarant, Rancho del Lago, Inc., and the developer, Lee R. Roper, was and remains that the setbacks as described on the plat map for Rancho del Lago, Phase 5 are the true and correct setbacks.

Further affiant sayeth naught.

Rancho del Lago, Inc.

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

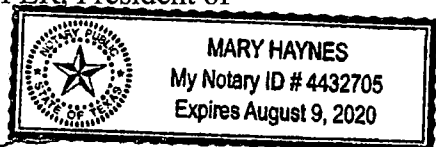
SWORN TO AND SUBSCRIBED before me LEE R. ROPER, President of Rancho del Lago, Inc., on this the 4<sup>th</sup> day of October 2017.



*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 11:31:26 AM  
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RESTRICTIONS PHASE FIVE  
RDL2

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RESTRICTIONS

1982 DEC 30 PM 3:59

RANCHO DEL LAGO, PHASE FIVE

RANCHO DEL LAGO, INC.

IRENE S. NUHN  
COUNTY CLERK COMAL COUNTY

BY [Signature] 7.00  
ph

THE STATE OF TEXAS §  
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

That RANCHO DEL LAGO, INC., a Texas Corporation, owner of RANCHO DEL LAGO, PHASE FIVE, a subdivision in Comal County, Texas, as shown on a plat recorded in Volume 7, Page 25, of the Map and Plat Records of Comal County, Texas, does hereby impress all the property included in such subdivision with the following restrictions:

I.

No building, containing less than 1000 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 housetrailerers of any kind may be moved onto the property, except those approved in advance in writing by Grantor. Servants' 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 from outside view.

II.

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.

III.

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.

IV.

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.

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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 FIVE 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.

XII.

In addition to the covenants, restrictions and reservations stated above, each lot shall be subject to a water assessment of \$500.00 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, RANCHO DEL LAGO, INC. a Texas Corporation, has executed this instrument this 23 day of November, 1982.

RANCHO DEL LAGO, INC.

By *Lee R. Roper*  
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 23 day of November, 1982.



*Luis V. Roper*  
Notary Public in and for  
Comal County, Texas