

**RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF  
RUST RANCH ACRES**

940830

**RANCHO DEL LAGO, INC. TO THE PUBLIC**

**STATE OF TEXAS**

¶

**¶ KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BLANCO**

¶

**THAT RANCHO DEL LAGO, INC., ("Developer") of RUST RANCH ACRES, a subdivision in Blanco County, Texas, as shown on a plat recorded in Volume 1, Pages 195-196, of the Map and Plat Records of Blanco County, Texas, does hereby impress all the property included in such subdivision with the following restrictions:**

1. 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. No tract may be subdivided without the prior written consent of RANCHO DEL LAGO, INC. or its assigns.
  
2. No building shall be erected, placed or altered on any lot until the design and construction plans and 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. All buildings will be required to be set back from the borders of the tract to the setback lines of ten (10) feet along the sides and fifty (50) feet along the front of each tract. Any deviation from this must first be approved in writing by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of LEE ROY ROPER, EDWIN K. NOLAN and JOHN G. VAALER. One year from the date hereof, a majority of the owners in Rust Ranch (all recorded phases and unrecorded acreage tracts) (with one vote per lot or tract owner, regardless of number of lots or tracts owned) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Blanco County. A majority of the committee may designate a member to act in its behalf. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any 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.
  
3. No building, other than a single family residence containing not less than 1500 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not more than fourteen (14) months after laying foundations and no house trailers or mobile homes of any kind may be moved onto the property. 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.
  
4. No material of any kind shall be placed or stored on the tract except for construction materials after construction of a permanent building has begun. The Architectural Control Committee may notify the record owner of the tract 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, the Architectural Control Committee may remove said material from the property, dispose of such material, and charge the record owner of the tract with removal and disposition costs, and the

Architectural Control Committee shall have no liability to said owner of the tract by virtue of the exercise of such right to removal.

5. No mobile homes or house trailers shall be placed on any tract at any time. New factory built modular homes may be placed on the tract only after the design and construction have been specifically approved by the Architectural Control Committee. No tent, garage, barn or other outbuilding 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 residence, except that camping trailers with sanitary facilities may be used for weekend and vacation camping up to a maximum of seventeen (17) consecutive days prior to construction of a building on the property.
6. No outside toilet shall be installed or maintained on the 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 trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the Architectural Control Committee.
7. No noxious, offensive, unlawful or immoral use shall be made of the tract.
8. No livestock of any kind shall be raised, bred, or kept on the 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 of a reasonable number may be kept. No animals may be kept, bred or maintained for any commercial purpose.
9. The tract shall not 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 storage yards shall be located on the tract, and no heavy 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) the tract.
10. 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 sign used by a builder to advertise the property during the construction and sales period.
11. The tract is subject to easements and restrictions now of record and is subject to any applicable rules and regulations of Blanco County.
12. A 10" utility easement down all boundary lines of the tract is hereby reserved by Grantor for use by Grantor or his assigns in providing utilities to the subdivision.
13. These covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Blanco 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 years each. The record owners of legal title of fifty-one (51%) of the lots and tract of Rust Ranch (all recorded phases and unrecorded tracts) as shown by the Deed Records of Blanco 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 Blanco County, Texas.
14. Failure to comply with any one of these covenants or restrictions by judgment of any Court shall in no-wise 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.

- 15 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 attorneys fees, or other dues for such violations.
16. 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 all recorded phases and unrecorded acreage tract of Rust Ranch and all present and future lot and tract owners therein.

In testimony whereof, **RANCHO DEL LAGO, INC.**, by and through its President **LEE R. ROPER**, has executed this instrument this 25th, day of April, 1994.

**RANCHO DEL LAGO, INC.**

By:   
**LEE R. ROPER, President**

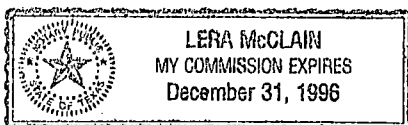
**STATE OF TEXAS**

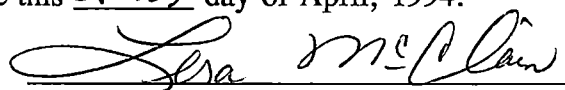
¶  
 ¶  
 ¶

**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 this 25th day of April, 1994.



  
**NOTARY PUBLIC, STATE OF TEXAS**

**Prepared in the Law Offices of:**

**EDWIN K. NOLAN**  
 P. O. Box 2017  
 Canyon Lake, TX 78130  
 (210)907-3007  
 (210)907-3004 FAX

restrictions

Return to!

**RINCO OF TEXAS INC.**  
 P. O. BOX 2202  
 CANYON LAKE, TEXAS 78130

FILED FOR RECORD

At 1:32 o'clock P.M.

MAY 2 1994

DOROTHY UECKER

Clerk, Co. Court, Blanco County, Texas

By Doris Schaeferkoeter Deputy

THE STATE OF TEXAS )  
COUNTY OF BLANCO ) I, DOROTHY UECKER, Clerk of Blanco County do hereby  
certify that the foregoing instrument was filed on the date and time stamped hereon  
and duly recorded this 4th day of May A.D. 1994  
at 2:31 o'clock P.M., in the OFFICIAL PUBLIC RECORDS of said County,  
in Volume 150, on Pages 536-538. Witness my hand and seal  
of the County Court of said County, at office in Johnson City, the day and year last  
above written.

DOROTHY UECKER, CLERK  
COUNTY COURT, BLANCO COUNTY

BY: Doris Schaeferkoeter  
Doris Schaeferkoeter