

① 2/CS



201706044453 10/02/2017 11:20:22 AM 1/2

SCRIVINERS AFFIDAVIT

Date: September 27, 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 THE POINT AT RANCHO DEL LAGO, Phase 5, according to map or plat recorded in Volume 9, Pages 87-89, 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 May 26, 1988, executed by Lee R. Roper, President and developer of THE POINT AT RANCHO DEL LAGO, establishing the subdivision known as THE POINT AT 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 indicated that the front set back line shall be 30 feet by error or mistake the Restrictions filed in VOL. 630, PAGES 71-74 on May 26, 1988, indicated that the minimum front set back is 15 feet; when in fact, the minimum front set back as stated on the map and plat is correct being 30 feet from the front, as prescribed by the map and plat filed May 26, 1988 in Volume 9, Pages 87-89, Comal County, Texas Map and Plat Records.

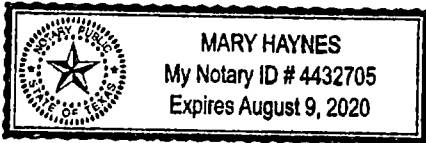
This affidavit is executed for the purpose of documenting the true intent of the Declarant, THE POINT AT RANCHO DEL LAGO and the developer, Lee R. Roper, was and remains that the setbacks as described on the plat map for THE POINT AT RANCHO DEL LAGO, Phase 5, are the true and correct setbacks.

Further Affiant sayeth naught.

Rancho del Lago, Inc.

Lee R. Roper
Lee R. Roper, President

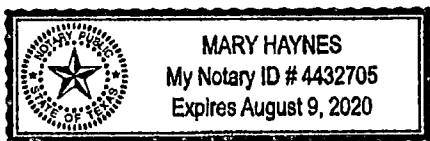
SWORN TO AND SUBSCRIBED before me LEE R. ROPER, President of Rancho del Lago, Inc., on this the 28th day of September, 2017.



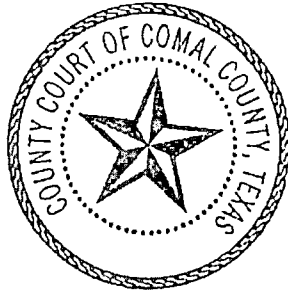
Mary Haynes
Notary Public, State of Texas

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 28th day of September, 2017.



Mary Haynes
Notary Public, State of 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 Koepf, County Clerk
Comal County, Texas
10/02/2017 11:20:22 AM
TERRI 2 Page(s)
201706044453



Bobbie Koepf

326903

1988 MAY 26 AM 10:52

RESTRICTIONS, ASSESSMENTS AND EASEMENTS *Basic ROSENBERG*
Comal County

THE POINT AT RANCHO DEL LAGO, PHASE 5 *Review*
G. Roper

RANCHO DEL LAGO, INC. TO THE PUBLIC

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

§

§

That RANCHO DEL LAGO, INC., owner of THE POINT AT RANCHO DEL LAGO, PHASE 5, a subdivision in Comal County, Texas, as shown on a plat recorded in Volume 9, pages 87-89, of the Map and Plat Records of Comal 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.
2. No building, fence or structure of any type 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. Under ordinary topographical circumstances the building will be required to be set back 15 feet from roadways bordering the 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 ROPER, RONALD G. NEWMAN, JR. and EDWIN K. NOLAN. One year from the date hereof, a majority of the lot owners (with one vote per lot owner, regardless of number of lots owned) may appoint 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 in its behalf, or may appoint new members in the event of their resignation by written instrument filed with the County Clerk of Comal County, Texas, if their successors are not appointed by the lot owners. In the event of death or resignation of any member, the remaining members shall have full authority to 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.
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 any residential tract or lot, 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 housetrailer of any kind may be moved onto the property. Servant's quarters and guest houses may

0630
0071

0630 0072

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. No fences shall be permitted except those specifically approved in writing before construction by the Architectural Control Committee.

4. No material of any kind shall be placed or stored on any lot except for construction materials after construction of a permanent building has begun, which can be stored only while said construction is not interrupted for a period exceeding 14 days. The Architectural Control Committee may notify the record owner of the lot 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 lot with removal and disposition costs, and the Architectural Control Committee shall have no liability to said owner of the lot by virtue of the exercise of such right to removal.
5. No mobile homes or housetrailer shall be placed on any tract at any time. 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 any lot 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 any lot or tract.
8. No livestock of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to other property owners in the subdivision.
9. 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 storage yards shall be located on any lot, 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) any lot.
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 signs used by a builder to advertise the property during the construction and sales period.

11. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Comal County.
12. 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 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 years each. The record owners of legal title of fifty-one (51%) percent of the lots in THE POINT AT RANCHO DEL LAGO, PHASE 5, 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.
13. 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.
14. 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 in THE POINT AT RANCHO DEL LAGO (all phases) 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.
15. 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 (being Phase I and all future Phases of THE POINT AT RANCHO DEL LAGO) and all present and future lot owners therein.
16. 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., and shall be secured by a lien on the lot which can be judicially foreclosed after it is thirty (30) days delinquent. In case of foreclosure, all costs of suit, including attorney's fees, shall be paid by the lot owners.

