



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.

6. No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer geologist or geophysicist, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain an office in a model home on any lot in the subdivision. It is further expressly provide that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.
7. No mobile homes, house trailers, modular homes or modular houses, or other manufactured structures of any kind 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 by used as a 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.
8. 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 and driveways, will be permitted without the written permission of the Architectural Control Committee.
9. No noxious, offensive, unlawful, or immoral use shall be made of the tract.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except on cow or one horse per acre, or except for those approved by the Architectural Control Committee. The Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot. All other animals and pets must be approved in writing in advance by The Architectural Control Committee. The Architectural Control Committee reserves the right to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from The Architectural Control Committee. Dogs in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash at all times. All pets (other than leashed dogs) and animals must be confined to the lot at all times. The Architectural Control Committee specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of this restriction, and reserves absolutely the right to deny approval for any pet.
11. The tract shall not be used or maintained as a dumping ground for rubbish and no trash other than brush cleared from that tract shall be burned on any tract. Trash, garbage, or other waste shall be kept in sanitary containers. 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.

12. No sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than five (5) square feet, advertising the property for sale or rent, may be erected on any lot improved with a single family residence.
13. All lots are subject to easements and restrictions now of record and are subject to any applicable rules and regulations of Comal County.
14. 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%) 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.
15. Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgments of any Court shall in no way affect any of the other provisions, which shall remain in full force and effect. Any 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 the restrictions.
16. If the parties hereto or any of them or their heirs or assigns shall violate any other 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.
17. 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 and tract owners therein.
18. A violation of the restrictive covenants of THE LEGENDS @ RANCHO DEL LAGO, UNIT 2 as determined by the majority of the members of the THE LEGENDS @ RANCHO DEL LAGO, UNIT 2 Architectural Control Committee shall constitute a default of any Deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, Beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including acceleration of the note secured and foreclosure.
19. In addition to the covenants, restrictions, and reservations stated above, each tract shall be subject to a water assessment of \$1,100.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to RANCHO DEL LAGO, INC., a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by RANCHO DEL LAGO, INC., a Texas Corporation.
20. All roads in the subdivision will be dedicated to and maintained by the Rancho del Lago Maintenance Corporation after completion.
21. Maintenance dues (initially \$150.00 per year) shall be due and payable to the Rancho del Lago Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before January 15<sup>th</sup> of each year, beginning January 15, 2004. After January 15, 2003 the amount of said dues shall be determined by the Rancho del Lago Maintenance Corporation at said annual

meeting with one vote for each lot owned. Said dues shall be used to maintain the private roads, park and gated entrance of the The Legends @ Rancho del Lago Subdivision.

In testimony whereof, **RANCHO DEL LAGO, INC.**, a Texas Corporation, by and through its President, Lee R. Roper, has executed this instrument this 30<sup>th</sup> day of October, 2003.

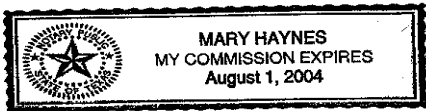
RANCHO DEL LAGO, INC.

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. a Texas Corporation, known to me to 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 expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 30<sup>th</sup> day of Oct., 2003.



  
NOTARY PUBLIC, STATE OF TEXAS

After recording Return To:

RINCO OF TEXAS, INC.  
P.O. Box 2202  
Canyon Lake, TX 78133

Doc# 200306040775  
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JOY STREATER  
COUNTY CLERK  
Fees \$20.00