

4/c



201706050873 11/20/2017 11:19:03 AM 1/4

**SCRIVINERS AFFIDAVIT**

Date: November 17, 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 EL DORADO HEIGHTS, UNIT 2 according to map or plat recorded in Volume 13, Pages 12-15, 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 25, 1999, executed by Lee R. Roper, President and developer of El Dorado Heights, establishing the subdivision known as El Dorado Heights, Unit 2; 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 front building setback line is 50 feet for Lots 27-35 and Lots 75-81. The minimum front building set back is 25 feet for Lots 36-74. The minimum side building set back is 20 feet for Lots 27-35 and Lots 75-81. The minimum side building set back is 10 feet for Lots 36-74. Easements of 20 feet in width along the front and 10 feet in width along the sides and rear; are reserved for drainage and utility unless otherwise noted. By error or mistake the restrictions filed under DOC# 9906007763 on March 25, 1999 did not specify the front and side setback for specific lots in Unit 2. When in fact the Restrictions for El Dorado Heights Unit 2 should have reflected the same setbacks as stated in the Plat for El Dorado Heights, Unit 2.

This affidavit is executed for the purpose of documenting the true intent of the Declarant, Rothchild Investment Corporation and the developer, Lee R. Roper, was and remains that the setbacks as described on the plat map for El Dorado Heights, Unit 2 are the true and correct setbacks.

Further affiant sayeth naught.

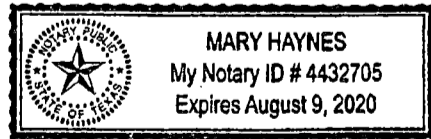
Rothchild Investment Corporation

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

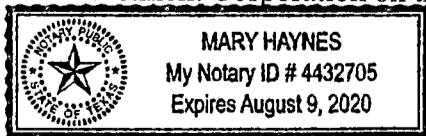
SWORN TO AND SUBSCRIBED before me LEE R. ROPER, President of Rothchild Investment Corporation on this the 17 day of November, 2017.

*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 Rothchild Investment Corporation on this the 17 day of November, 2017.



*Mary Haynes*  
Notary Public, State of Texas

**RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF  
EL DORADO HEIGHTS, UNIT 2**

**ROTHCHILD INVESTMENT CORPORATION, a Texas Corporation  
TO THE PUBLIC**

3  
/  
C

STATE OF TEXAS     )  
                                  )  
COUNTY OF COMAL    )

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT ROTHCHILD INVESTMENT CORPORATION, a Texas Corporation, owner of EL DORADO HEIGHTS, UNIT 2, a subdivision in Comal County, Texas, as shown on a plat recorded in Volume 13, Pages 12-15, 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. No tract may be subdivided.
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 25 feet from the roadways bordering the tract, and 10 feet from the sides and rear property lines. 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, RONALD G. NEWMAN and STEVEN L. ROPER. After the developer no longer owns a majority of the lots in the subdivision, the owners of a majority of the lots (with one vote per tract) 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. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor or any two (2) 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 representative 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 resident 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 quest 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 any 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 manufactured home shall be placed on any tract of land 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 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 or one cow per acre. A maximum of 3 dogs, 3 cats, or other household pets may be kept. No owner of any dog shall permit such dog to run at large in the subdivision. Dogs will be confined to respective owner property or securely restrained by a leash or under positive voice control. No animals may be kept, that are kept, bred or maintained for any commercial purpose or constitute a nuisance to other property owners in the subdivision, all phases, as evidenced by three (3) or more letters to the Architectural Control Committee complaining of said animal.
9. 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.
10. 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.
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%) 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.
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 of 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.

- 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 and all present and future lot and tract owners therein.
- 16. In addition of the covenants, restrictions and reservation stated above, each tract shall be subject to a water assessment of \$700.00 for the purpose of installing a water system to bring water to the tract. Said water assessment shall be due and payable to ROTHCHILD INVESTMENT CORPORATION, a Texas Corporation, or its assigns, on or before six (6) months after the tract is conveyed by ROTHCHILD INVESTMENT CORPORATION, a Texas Corporation.
- 17. A violation of the restrictive covenants of EL DORADO HEIGHTS, UNIT 2, as determined by the majority of the members of the EL DORADO HEIGHTS, UNIT 2 Architectural Control Committee shall constitute a default of the Deed of Trust if not 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.

In testimony whereof, **ROTHCHILD INVESTMENT CORPORATION, a Texas Corporation**, by and through its President **Lee R. Roper**, has executed this instrument this 24, day of MARCH, 1999.

**ROTHCHILD INVESTMENT CORPORATION,  
A Texas Corporation**

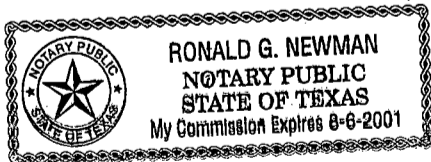
By: [Signature]  
**LEE R. ROPER, President**

STATE OF TEXAS )

COUNTY OF COMAL )

**BEFORE ME**, the undersigned authority on this day personally appeared **LEE R. ROPER, PRESIDENT OF ROTHCHILD INVESTMENT CORPORATION, a Texas Corporation**, 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 24 day the MARCH, 1999.



[Signature]  
**NOTARY PUBLIC, STATE OF TEXAS**

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
11/20/2017 11:19:03 AM  
CSCHUL 4 Page(s)  
201706050873  
[Signature]  
Bobbie Koepf

Doc# 9906007763  
# Pages: 3  
Date : 03-25-1999  
Time : 11:47:53 A.M.  
Filed & Recorded in  
Official Records  
of COMAL County, TX.  
JOY STREATER  
COUNTY CLERK  
Rec. \$ 13.00

STATE OF TEXAS  
COUNTY OF COMAL  
This is to certify that this document was  
FILED and RECORDED in the Official  
Public Records of Comal County, Texas on the  
date and time stamped thereon.

[Signature]  
JOY STREATER  
COUNTY CLERK

DOC# 9906007763