DEDICATION HERE
AND
COVENANTS AND RESTRICTIONS

LOTS 1 thru 6, inclusive, BLOCK 1;
LOTS 1 thru 15, inclusive, BLOCK 2;
LOTS 1 thru 13, inclusive, BLOCK 3;
LOTS 1 thru 15, inclusive, BLOCK 24;
LOTS 1 thru 5, inclusive, BLOCK 25;
LOTS 1 thru 26, inclusive, BLOCK 26;
LOTS 1 thru 7, inclusive, BLOCK 27; and
LOTS 1 thru 5, inclusive, BLOCK 28

SOUTHWEST COUNTRY CLUB ESTATES

AN ADDITION TO THE CITY OF SAN ANGELO,

TOM GREEN COUNTY, TEXAS

WE, SOUTHWEST COUNTRY CLUB ESTATES, a Texas Joint Venture, of Tom Green County, Texas, (hereinafter called the "Dedicator") the sole owner of that certain tract of land in Tom Green County, Texas, described in the attached Exhibit "A", do hereby adopt the Plan which has been filed of record in Volume 4 , Page 1004 , Plat Records, Tom Green County, Texas, as our plan for subdividing the same to be known as:

Lots 1 thru 6, inclusive, Block 1; Lots 1 thru 15, inclusive, Block 2; Lots 1 thru 13, inclusive, Block 3; Lots 1 thru 15, inclusive, Block 24; Lots 1 thru 5, inclusive, Block 25; Lots 1 thru 26, inclusive, Block 26; and Lots 1 thru 7, inclusive, Block 27; and Lots 1 thru 5, inclusive, Block 28 in the Southwest Country Club Estates, an addition to the City of San Angelo, Tom Green County, Texas.

and do hereby dedicate for the use of the public the streets and easements as shown thereon.

AND WE DO HEREBY DECLARE THAT all the lots shown on said Plat of Southwest Country Club Estates, are held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

Section 1. Definitions. The words defined in this section shall, for all purposes of the hereinafter provisions of this instrument, have the meanings herein specified, unless the context otherwise requires.

(a) "Plat" shall mean the plat of the Property as mentioned above.

(b) "Plot" shall mean an entire numbered lot as shown on the Plat or a combination of one or more of said lots or parts of said lots which shall have been approved by the Dedicator as a building site, but the Dedicator may refuse to approve a subdivision or combination of said lots if more than the total of the numbered lots as shown on the Plat would result therefrom.

(c) "Dedicator" shall mean the undersigned and its successors and assigns.

Section 2. Use-Family Dwellings. No Plot shall be used for any purpose except for the location and maintenance thereon of one private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic help living and working on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use.

Section 3. Frontage Setbacks, Etc.

(a) All dwellings shall be constructed to front on the street on which the Plot fronts unless any Plot is special Plots on two streets, in which case the dwellings constructed on such Plot shall front, as the Dedicator may approve, on either of the two streets or partially on both.

(b) All dwellings and accessory structures shall be operated and maintained behind the building line shown on the Plat.

(c) No dwelling or accessory structure shall be erected or maintained closer than 7 feet from the side line of any Plot.

(d) Dwellings constructed on Plots in Blocks 23 thru 26, inclusive, shall contain at least 3000 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings. Dwellings constructed on Plots in Blocks 27 and 28, inclusive, shall contain at least 2500 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings. Dwellings constructed on all other Plots shall contain at least 2000 square feet of heated and/or air conditioned living space exclusive of garages, porches, and outbuildings.

(e) No fence, wall or hedge shall be erected or maintained on any Plot abutting the golf course or country club dwelling (i) any nearer to the rear boundary line of the Dwelling; (ii) any nearer to any front street than the Dwelling; (iii) greater than three feet (3') in height; and (iv) not of material other than material of like nature to that of the exterior building material of the dwelling. No fence, wall or hedge shall be placed on any other Plot nearer to any front street than is permitted for the dwelling on said Plot; and no fence, wall or hedge shall be so said Plot; and no fence, wall or hedge shall be placed on any portion of the other sides with a greater height than six feet (6'). No wire or wooden fence is permitted on any part of any Plot. Should a broken, chain, link, flower or service planting be so constructed, or otherwise grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

Fences, walls, hedges are permitted along, but inside, the property lines adjoining side streets, but not closer to the front street than permitted above nor closer to the rear boundary line than permitted above.

(f) No animals shall be raised or kept on any Plot except usual household pets numbering not more than two.

(g) No sign shall be erected or maintained on any Plot except a "for sale" or "for rent" sign not exceeding five square feet in size or a sign owned by the Dedicator.

(h) No radio, television or other aerial shall extend more than the highest point of the roof of any dwelling and no such aerial shall be maintained on any lot not containing a dwelling.

(i) No lot occupied by the Dedicator shall be used for the dumping or storage of cansis, trash, rubbish, surplus soil or rocks, etc.

(j) No vehicle, camper or boat shall be parked, stored or maintained on any lot in such way as to be visible from the frontage street, or closer to a side street than the side street building setback line.

Section 4. Architectural and Structural Review. No dwelling, accessory structure or fence shall be erected or maintained on any Plot until the building plans and specifications for same and a plot plan (showing the proposed location of improvements of the Plot) showing the proposed location of same, have been approved by the Dedicator. In reviewing such building plans the Dedicator shall consider the overall availability and architecture of the proposed placement on the Plot, the structural soundness of proposed building materials and particularly the architectural and exterior qualities of proposed building materials and the height relationships of all improvements. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. In no case shall any garage be facing the front street.

Section 5. Temporary Material. No building or other permanent structure shall be erected on particular within areas designated on the Plat as utility and/or drainage easements, but fences and planting approved by the Dedicator may be maintained on Plots within such areas upon the understanding that such uses shall always be subject to, and shall not interfere with, the public rights granted and created by such easements.

Section 6. Solid Waste Disposal. No solid waste or garbage of any kind shall be deposited outside the dwelling or permanent structures on any Plot and all dwellings constructed on any Plot shall contain suitable and operating trash compacting equipment.

Section 7. Duration. These covenants and restrictions shall remain in full force until September 2, 2014 and thereafter for successive ten-year periods, unless on or before September 1, 1993 or any ten-year period thereafter, the owners of 60 percent of the front footage of the lots shown on the Plat shall execute all or any of such lots from one or more of these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect.

Section 8. Rights to Enforce. These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all persons claiming by, through and under the Dedicator, and all such persons shall be taken to hold title subject to, and to agree and covenant with the Dedicator and with each owner to observe, all these covenants and restrictions; provided, however, that no such owner and restrictions; provided, however, that no such party shall be personally liable for breaches thereof occurring on a time when such party is not the legal title holder of the lands as to which such breaches occurred. In addition to an ordinary legal action for damages, the Dedicator or any owner of a Plot shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce or enforce the observance of these covenants and restrictions. No failure or delay in enforcing these covenants and restrictions shall be deemed to be a waiver of any violation thereof. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions.

Section 9. General.

(a) Notwithstanding any other provisions hereof, Dedicator reserves the right, upon the application and request of the owner of any Plot to waive, vary or amend by an appropriate letter to that effect the covenants and delivered to such applicant owner by Dedicator; the application of any of these covenants and restrictions to any Plot if, in the sole discretion of the Dedicator, such action be necessary to relieve hardship or permit good architectural planning to be attained. Dedicator also reserves the right:

(1) to subdivide and replat any of the property shown on the Plat at any time if owned by the Dedicator; and

(2) to change the location of streets and easements prior to the time the same be actually opened for public use or evacuated by the public or by public utilities. In no case, however, shall any such values, variance, amendment or change

a. deprive any owner of a Plot be reasonable access to such Plot;

b. reduce the frontage or depth of any numbered Plot shown on the Plat to that which is less than that each numbered lot now contains the same frontage and depth; or

c. reduce the square feet living space requirement of Section 1(d) hereof to less than 2000 square feet for dwellings constructed on any Plot shown on the Plat.

(b) No additional covenants and restrictions imposed by Dedicator in any contract or deed or renewal to any Plot shall modify or vary the general development plan or hereto set out.

(c) The invalidation by any court of any reservation, covenant and restriction set forth herein or in any contract or deed executed by Dedicator shall not impair or affect the validity and effect of any other reservation, covenant or restriction.

(d) The provisions hereof are hereby made a part of each contract and deed in respect of any Plot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

(e) Dedicator's interpretation of the meaning and of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

(f) Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

(g) Dedicator may assign to any person or corporation any of all rights, powers, reservations, easements and privileges herein reserved by and to Dedicator and any such assignee shall have the same right to assign.

Section 10. Annual Charge. For the purpose of providing funds for the uses hereinafter specified, each residential building lot shall be subject to an annual charge, hereinafter referred to as the "Annual Charge", as follows:

(a) The Annual Charge shall be Twenty Five Dollars ($25.00) commencing on July 1, 1980, on each lot in said by the Dedicator, attorney in fact, said amount to be paid to Sunwood Country Club, a Texas Joint Venture. In any year after 1980, the Dedicator may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than Forty Dollars ($40.00) per year.

(b) The Annual Charge shall be billed each year on June 1 and upon the owner of any Plot shall pay the Annual Charge by July 15 of each year. The same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.

(c) The Annual Charge hereby imposed shall be and remain a first charge against and a continued first vendor's lien against any Plot, and shall run with, bind and burden each land. Provided, however, the lien of any mortgage, mechanic's lien, materiel, deed of trust, or vendor's lien imposed on a bona fide security for purchase money, construction loan or improvement loan on the Plot in question shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge.

(d) If the owner of any Plot shall fail to pay the Annual Charge, when due, the Dedicator shall have the right to enforce the vendor's lien which is hereby imposed, under the laws of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.

(e) Each funds received by Sunwood Country Club, shall be used by it for the following purposes:

(1) The payment of any expenses in maintaining common grounds contained in the Plat; and

(2) The payment of any expenses in maintaining the golf course land adjacent to the Property.

EXECUTED as of this 4th day of December 1979.

Sunwood Country Club Estates
and
Dedicator Land Company, Inc.,
Joint Venturers

By: [signature]
President of Sunwood, Venturer

Attest:
Central National Bank of San Angelo

By: [signature]
Robert E. Palmer

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Edwin R. Nelson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Nelson Land Company, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of December A. D. 1979.

Phyllis B. Shelton
Notary Public in and for
Tom Green County and State
Phyllis B. Shelton

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert E. Palmer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Central National Bank of San Angelo, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of December A. D. 1979.

Cherryn L. Adams
Notary Public in and for the
Tom Green County and State
Cherryn L. Adams
10-1-80

EXHIBIT A
PROPERTY DESCRIPTION

TRACT I

Being 30.073 acres of land comprised of approximately 1.829 acres out of H. Davis Survey 175 and 28.244 acres out of H. Herbert Survey 176, Tom Green County, Texas and also being out of that 150.088 acres of land conveyed to John Park Indianapolis, et al, by C. A. Bassworth, et al, in deed dated March 14, 1969 and recorded in Volume 414 at page 19 of the Deed Records of Tom Green County, Texas; said 30.073 acre tract includes 5833.43 square feet 0.133 acres of land within the 40 feet of the 60 right-of-way line of Knickerbocker Road (R.R. Highway 584) and said 30.073 acres of land being described by metes and bounds as follows:

Beginning at the NW corner of this tract approximately 1969.12 feet S.1°40'11"W. from the circled NW corner of said Survey 175 and also being 41.55 feet S.56°45'30"E. from the NW corner of Tract 4 of said 150.088 acres in the south line of the East Texas Pipeline Company 200 foot wide fee rights-of-way;

Thence S.83°50'36"E. with the south line of said N.C.O. tract, 988.48 feet to a 90° corner of this tract in the west line of Golf Course Tract B;

Thence with the west line of said Tract B as follows:
S.13°31'36"W. 120.47 feet, S.26°49'45"W. 71.42 feet, thence with a curve to the south having a central angle for this part of 42°31'55", a radius of 70.00 feet, a length of 51.93 feet and a long chord of S.28°15'52"W. 50.73 feet, consecutive S.16°14'58"W. 74.49 feet and S.34°12'54"W. 124.79 feet to a re-entrant corner of this tract and the west corner of said Tract B;

Thence S.82°50'16"E. with the SW line of said Tract B 288.82 feet to another re-entrant corner of this tract and the south corner of said Tract B;

Thence S.41°59'18"E. with the west line of said Tract B, 748.22 feet to point of curvature;

Thence northeasterly with the west line of said Tract B being a curve to the left having a central angle for this part of 12°27'51", a radius of 401.20 feet, a length of 91.98 feet and a long chord of N.35°41'40"E. 91.80 feet to a 90 degree of this tract in the south line of the said N.C.O. tract;

Thence N.85°50'36"E. with said N.C.O. tract south line 188.12 feet to the said curbside NW corner of this tract in the west line of Golf Course Tract C;

Thence southeasterly with the west line of said Tract C being a curve to the right having a central angle for this part of 28°18'33", a radius of 728.95 feet, a length of 360.20 feet and a long chord of S.27°28'16"E. 356.51 feet to point of tangency;

Thence S.42°57'27"E. with the west line of said Tract C, to pass with the west line of Golf Course Tract D, 580.98 feet to point of curvature;

Thence southerly with the west line of said Tract D, being a curve to the right having a central angle of 34°41'56", a radius of 1731.78 feet, a length of 1049.67 feet and a long chord of S.23°42'10"W. 1031.82 feet to point of tangency;

There with the west boundary of said Tract D, S.40°53'49"W. 79.98 feet, S.47°01'20"E. 29.12 feet, S.32°52'32"W. 109.09 feet and S.35°30'54"W. 38.82 feet to an ell corner of this tract;

Thence S.54°36'06"W. 50.00 feet to the south corner of this tract;

Thence N.29°50'54"W. 38.91 feet to point of curvature;

Thence northerly with a curve to the right having a central angle of 42°39'49", a radius of 111.71 feet, a length of 208.63 feet and a long chord of N.15°58'11"W. 201.67 feet to point of tangency;

Thence N.37°43'17"E. 35.29 feet to a re-entrant corner of this tract;

Thence S.88°12'43"W. 286.12 feet and S.48°22'54"W. 189.28 feet to a west corner of this tract in the northern boundary of Golf Course Tract A;

Thence with the said northern boundary of said Tract A, N.41°52'54"E. 222.44 feet, N.71°18'55"E. 114.19 feet and N.51°41'52"E. 95.91 feet to intersect a non-tangent curve;

Thence northeasterly with said northern boundary of Tract A being a curve to the right having a central angle of 27°07'54", a radius of 1018.75 feet, a length of 482.52 feet and a long chord of N.27°12'49"E. 456.83 feet to the last northerly NW corner of said Tract A;

Thence with the last northerly NE corner of said Tract A, N.31°09'54"W. 155.75 feet to the last northerly north corner of said Tract A;

Thence S.46°13'06"W. with the west line of said Tract A, 382.78 feet;

Thence N.75°18'38"W. 201.50 feet to intersect a non-tangent curve;

Thence northerly with a curve to the left having a central angle for this part of 4°12'28", a radius of 347.78 feet, a length of 25.54 feet and a long chord of N.8°23'36"E. 25.52 feet;

Thence N.82°42'18"W. 130.09 feet to intersect a non-tangent curve;

Thence northerly with a curve to the left having a central angle for this part of 18°02'02", a radius of 422.08 feet, a length of 76.83 feet and a long chord of N.1°06'20"E. 76.73 feet to point of tangency;

Thence N.4°05'05"W. 340.55 feet to the place of beginning containing 30.73 acres of land including 5833.43 square feet 0.133 acres of land within 200.00 feet of the 60 right-of-way line of Knickerbocker Road (R.R. 584).

TRACT II

Being 4.401 acres of land comprised of 0.709 acres out of H. Davis Survey 174 and 3.710 acres out of F. Sackett Survey 176, Tom Green County, Texas and also being out of that 150.088 acres tract of land conveyed to John Park Indianapolis, et al, by C. A. Bassworth, et al, by deed dated March 14, 1969 and recorded in Volume 414 at page 19 of the Deed Records of Tom Green County, Texas, said 4.401 acre tract being described by metes and bounds as follows:

Beginning at the NW corner of this tract and a re-entrant corner of a 30.073 acres side out of said 4.401 acre tract and being 1001.88 feet S.46°05'01"W. from the re-entrant corner of said 150.088 acre tract, same being the NW corner of the C. F. Bassworth Survey 177 and F. Sackett Survey 176;

Thence S.57°43'11"W. with a west line of said 30.073 acre tract, 21.30 feet to point of curvature;

Thence southerly with the same being a curve to the left having a central angle of 41°37'05", a radius of 311.79 feet, a length of 226.43 feet and a long chord of S.15°58'22"E. 221.47 feet to point of tangency;

Thence S.37°07'34"E. with last said line, at 28.91 feet pass the south corner of said 30.073 acre tract, in all 114.87 feet to the east corner of this tract;

Thence S.38°54'38"W. 25.83 feet;

Thence S.28°12'05"W. 213.27 feet;

Thence S.19°49'50"W. 215.75 feet;

Thence S.31°32'56"E. 150.99 feet;

Thence S.21°17'17"E. 157.99 feet to a north corner of this tract in a south line of said 30.073 acre tract;

Thence S.68°07'24"E. with last said line, 42.77 feet;

Thence S.68°13'49"E. with last said line, 236.16 feet to the place of beginning containing 4.401 acres of land.

NOTE: All bearings recited herein are of the Texas Coordinate System-Central Zone.

Filed for Record on the 13th day of December A. D., 1979 at 3:47 o'clock P. M.
Duly Recorded this the 20th day of December A. D., 1979 at 9:00 o'clock A. M.
TOM GREEN COUNTY TEXAS
Instrument No. 147128 By: Helen Hoelscher Deputy