DEDICATION DEED 198306

COVENANTS AND RESTRICTIONS

LOTS 1 thru 13, inclusive, BLOCK 3,

SECTION 11,

AN ADDITION TO THE CITY OF SAN ANGELO,

TOM GREEN COUNTY, TEXAS

WE, ROSTWOOD 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 Plat which has been filed of record in Volume 4, Page 344, Plat Records, Tom Green County, Texas, as our plan for subdividing the same to be known as:

Lots 1 thru 13, inclusive, Block 3, Section 11, Rostwood 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 thereon shown.

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

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

(a) "Plat" shall mean the plat of the Property 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 splitting or combination of said lots if more lots 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. One-Family Dwellings. No Plot shall be used for any purpose except for the erection 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. 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 corner fronts on two streets, in which case the dwelling constructed on each 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 erected and maintained behind the building lines shown on the Plat.

(c) No dwelling or accessory structure on lots adjacent to the Rostwood Country Club property or a greenbelt shown on the Plat shall be erected or maintained nearer than 1 foot to the side line and 4 feet from the other side line of any Plot, unless approved in writing by the Dedicator.

(d) Dwellings constructed on any Plot shall contain at least 1400 square feet of heated and/or air conditioned living space exclusive of garages, porches, and outbuildings.

(e) No fence, wall or hedge above three (3) feet shall be erected or maintained on any Plot abutting the Rostwood Country Club property or a greenbelt shown on the Plat. (i) Any fence to the rear boundary line of each Plot than the dwelling; (ii) any center to any front street than the dwelling; and (iii) out of material other than material of like nature to that of the exterior covering 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 lot, and no fence, wall or hedge shall be placed on any portion of the other Plots with a greater height than any six feet (6'). No wire or woven fence is permitted on any part of any Plot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

(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 building and no such aerial shall be maintained on any lot not containing a dwelling.

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

(j) No trailer, camper or boat shall be parked, stored or maintained on any Plot.

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 (accurately showing the topography of the Plot) showing the proposed location of same, have been approved by the Dedicator. In reviewing building plans the Dedicator shall consider the over-all suitability and architecture of the proposed placement on the Plot, the structural soundness of proposed building materials and particularly the architectural and esthetic qualities of proposed building materials and the height relationships of all improvements. This section shall be applicable to initial construction and to alteration, changes and additions at any time subsequently made.

Section 5. Easements Reserved. No building or other permanent structure shall be erected or maintained within areas designated on the Plat as utility and/or drainage easements, but fences and plantings approved by the Dedicator

may be maintained on Plats within such areas upon the understanding that such uses shall always be subject to, and shall not interfere with, the prior rights created and granted by such easements.

Section 6. Solid Waste Disposal. No solid waste or garbage of any kind shall be collected outside the dwelling or accessory 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 continue in force until September 1, 2045 and thereafter for successive ten-year periods, unless on or before September 1, 2045 the owners of the legal title of more than 80 percent of the front footage of the lots shown on the Plat shall release 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. Right to Enforce. These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all parties claiming by, through and under the Dedicator, and all such parties shall be taken to hold title subject to, and to agree and covenant with the Dedicator and with each other to observe, all these covenants and restrictions, provided, however, that no such party shall be personally liable for breaches thereof occurring at 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 otherwise 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 provision 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 addressed and delivered to such applicant owner by Dedicator) the application of any of these covenants and restrictions to such Plot if, in the sole discretion of the Dedicator, such action be necessary to relieve hardship or permit good architectural planning to be effected. 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 availed of by the public or by public utilities. In no case, however, shall any such waiver, variance, amendment or change

a. deprive any owner of a Plot of 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 such numbered lot now containing the least frontage and depth; or

c. reduce the square feet living space requirement of Section 3(d) hereof to less than 1200 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 in respect to any Plot shall modify or vary the general development plan as herein set out.

(c) The invalidation by any court of any reservation, covenant or restriction set forth herein or in any contract or deed executed by Dedicator shall not impair the full force 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 or 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 same hereinafter specified, each Plot 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 the date hereof, or when a lot is sold by the Dedicator, whichever is last, said amount to be paid to Rostwood Country Club, a Texas joint venture, or its successors or assigns. In any year after 1983, the Dedicator may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than Thirty-Five Dollars ($35.00) per year unless a majority of the owners of all Plots shall vote to increase each Annual Charge, in which event the Annual Charge shall become such increased amount.

(b) The Annual Charge shall be billed each year on June 1, and unless 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 such land. Provided, however, the Annual Charge shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the Annual Charge which has become due and payable prior to a sale

or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any such Annual Charge; Provided further, that in the event any lending institution should foreclose any lien on any of the lots and in such foreclosure proceedings acquire title to the properties, then the lending institution, while it is the owner, will be obligated for the Annual Charge should the lending institution then sell the property, and the purchaser will take the title subject to all of the covenants and restrictions contained herein including 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 law 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) Such funds received by Rostwood Country Club, shall be used by it in the following manner:

(i) The payment of any expenses in maintaining common grounds contained in Rostwood Country Club Estates; and (ii) The payment of any expenses in maintaining the Rostwood Country Club golf course land adjacent to the Property.

EXECUTED as of this 23rd day of March, 1983.

ROSTWOOD COUNTRY CLUB ESTATES

By: Holmes Land Company, Inc., the Managing Venturer

By: Robert H. Holmes, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 23rd day of March, 1983, by ROBERT H. HOLMES, President of HOLMES LAND COMPANY, INC., a Texas corporation, on behalf of said corporation, as managing venturer of ROSTWOOD COUNTRY CLUB ESTATES.

Genie Vandiver
Notary Public in and for the State of Texas

My commission expires: 1-3-87

Genie Vandiver
(Printed or Stamped Name)

NOTARY PUBLIC STATE OF TEXAS

EXHIBIT A

Being 3.751 acres of land comprised of 1.819 acres out of H. Gants Survey 179 and 1.932 acres out of H. Inrisch Survey 178, Tom Green County, Texas and also being out of that 434.894 acre fourth tract of four totalling 700.860 acres conveyed to John Mark Kolassikis, et al, by C. R. Baxendrip, et ux, by deed dated March 14, 1969 and recorded in Volume 434 at page 39 of the Deed Records of Tom Green County, Texas, said 3.751 acre tract being described by metes and bounds as follows:

Beginning at the most northerly west corner of this tract and the NW corner of Rostwood Country Club Estates, Section Six and being in the south right-of-way line of Overhill Drive;

Thence N.20°28'26"E. with the east line of said Section Six, 185.00 feet to the north corner of this tract;

Thence southeasterly with a curve to the right having a central angle of 47°01'00", a radius of 1875.88 feet, a length of 882.74 feet and a long chord of S.46°40'24"E. 858.17 feet to the east easterly east corner of this tract;

Thence S.63°31'54"E. 125.69 feet to a re-entrant corner of this tract in the NE line of said Overhill Drive;

Thence southeasterly with said north line of Overhill Drive being a curve to the right having a central angle of 1°48'00", a radius of 938.93 feet, a length of 29.85 feet and a long chord of S.31°34'54"E. 29.85 feet to the most southerly east corner of this tract;

Thence S.68°19'54"E. 60.00 feet to the most easterly south corner of this tract in the SE line of said Overhill Drive;

Thence southwesterly with said SE line of Overhill Drive being a curve to the left having a central angle of 40°38'00", a radius of 890.00 feet, a length of 631.37 feet, and a long chord of S.41°03'54"W. 622.90 feet to a re-entrant corner of this tract;

Thence S.23°42'24"W. 11.13 feet to point of curvature;

Thence southerly with a curve to the right having a central angle of 15°33'04", a radius of 677.58 feet, a length of 183.89 feet and a long chord of S.15°21'56"W. 184.52 feet to point of tangency;

Thence S.43°21'28"W. 429.01 feet to the south corner of this tract in the SE right-of-way line of Beaty Road;

Thence N.37°55'23"W. with said SE right-of-way line, 28.28 feet to the most southerly west corner of this tract;

Thence N.43°21'28"E. 435.44 feet to point of curvature;

Thence northwesterly with a curve to the left having a central angle of 15°39'04", a radius of 682.58 feet, a length of 179.63 feet and a long chord of N.35°31'56"E. 179.07 feet to point of tangency;

Thence N.27°42'24"E. 11.13 feet to a re-entrant corner of this tract in the SW right-of-way line of said Overhill Drive;

Thence northwesterly with said SW right-of-way line being a curve to the left having a central angle of 5°35'21", a radius of 890.00 feet, a length of 102.44 feet and a long chord of N.26°14'08"W. 102.18 feet to the place of beginning containing 3.751 acres of land.

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

198306

1983 MAR 25 AM 9 39

MARIE RUSSELL
COUNTY CLERK
TOM GREEN COUNTY, TEXAS

Filed for Record this 25th day of March A.D. 1983

THE STATE OF TEXAS }
COUNTY OF TOM GREEN } I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN VOL. 267 PAGE 736-742 OF THE Deed RECORDS OF TOM GREEN COUNTY, TEXAS ON March 25 1983

Marie Russell
MARIE RUSSELL, COUNTY CLERK
TOM GREEN COUNTY, TEXAS