192676

DEDICATION DEED
AND
COVENANTS AND RESTRICTIONS

LOTS 1 thru 23, inclusive, BLOCK 19;
LOTS 1 thru 5, inclusive, BLOCK 20;
LOTS 1 thru 13, inclusive, BLOCK 21; and
LOTS 1 thru 4, inclusive, BLOCK 22
Section Fourteen

RENTWOOD COUNTRY CLUB ESTATES

AN ADDITION TO THE CITY OF SAN ANGELO,

TOM GREEN COUNTY, TEXAS

WE, RENTWOOD 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 , Page , Plat Records, Tom Green County, Texas, as our plan for subdividing the same to be known as:

Lots 1, thru 23, inclusive, Block 19; Lots 1 thru 5, inclusive, Block 20; Lots 1 thru 13, inclusive, Block 21; and Lots 1 thru 4, inclusive, Block 22, Section 14, Rentwood 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 Rentwood Country Club Estates save and except lot one (1), Block Twenty-one (21), are held and shall be conveyed subject to the reservations, restrictions and covenants 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 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 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 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 dwelling shall be constructed to front on the street on which the Plot fronts unless any plot in question fronts on two streets, in which case the dwelling 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 erected and maintained behind the building line shown on the Plat.

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

(d) Dwellings constructed on Plots in this section shall contain at least 2400 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings.

(e) No fence wall or hedge, greater than three feet (3') in height, shall be erected or maintained on any Plot abutting the golf course or country club facility (i) any nearer to the rear boundary line of such Plot than the dwelling; (ii) any nearer to any front street than the dwelling; (iii) any nearer to the side boundaries than the side-line set back; and (iv) 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 Plots with a greater height than six feet (6'). No wire or woven fence is permitted in 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. Fences, walls, hedges are permitted along but inside the property lines adjoining side streets, but no 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 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 lot in such a way as to be visible from the fronting street, golf course or country club facility or nearer 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 correctly 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 alterations, changes and additions at any time subsequently made. In no case shall any garage be facing the front street, golf course or country club facility.

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 Plots 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, 2004 and thereafter for successive ten-year periods, unless on or before September 1, 1995 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 hereof 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 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 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 2400 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 and 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 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 the date hereof, or when a lot is sold by the Dedicator, whichever is last, said amount to be paid to Rentwood Country Club, a Texas joint venture. In any year after 1990, the Dedicator may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than Sixty Dollars ($60.00) per year.

(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 charge against and a continued 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, Contract Lien, Deed of Trust Lien,







or Vendor's Lien imposed or retained as bona fide security for purchase money, construction of improvements, or any other sums made to improve any such Plot, and any and all charges which might lawfully be secured under the terms of said mortgage or Deed of Trust or other security instrument, shall be superior to and a first lien upon any such Plot, and any lien for any annual charge shall be secondary and inferior thereto.

(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 Rentwood Country Club shall be used by it in the following manner:

(1) the payment of any expenses in maintaining easements contained in the Plat; and

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

EXECUTED as of the 17th day of December A.D., 1982.

RENTWOOD COUNTRY CLUB ESTATES

By: Holmes Land Company, Inc.
Managing Venturer,

By: Robert H. Holmes
Robert H. Holmes, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 17th day of December, 1982, by ROBERT H. HOLMES, President of HOLMES LAND COMPANY, INC., a Texas corporation, on behalf of said corporation, as managing venturer of RENTWOOD COUNTRY CLUB ESTATES.

Notary Public in and for
the State of Texas

My commission expires: 2-8-85

Norma Fendrichsen
(Printed or stamped name)







EXHIBIT "A"

Being 23.186 acres of land out of H. Sorlach Survey 178, Tom Green County, Texas, and also being out of that 434.994 acre fourth tract of four totaling 708.88 acres conveyed to John Mark McLaughlin, et al, by C. E. Mawhinney, et ux, by deed dated March 14, 1969, and recorded in Volume 334 at page 38 of the Deed Records of Tom Green County, Texas, said 23.186 acre tract being described by metes and bounds as follows:

Beginning at the most northerly NW corner of this tract in the north line of said 434.994 acre tract, 2536.48 feet N.85°55'00"E. from its NW corner and being in the south line of that 22.59 acre first tract of two conveyed to West Texas Utilities Company by Charles Richard Mawhinney, et ux, by deed dated June 28, 1965 and recorded in Volume 450 at page 644 of said Deed Records, said ten string point having coordinates of Y=631,985.69 feet and X=1,956,988.01 feet and being 335.57 feet N.85°55'00"E. from the most westerly NE corner of Rentwood Country Club Estates, Section One, San Angelo, Texas;

Thence N.85°55'00"E, with the north line of said 434.994 acre tract and the south line of said W.T.U. 22.59 acre tract, 420.95 feet to the NE corner of this tract;

Thence with the SE boundary of this tract, S.1°19'00"E. 198.16 feet and S.57°14'06"W. 43.36 feet to a re-entrant corner of this tract at point of intersection with a curve;

Thence southwesterly with a curve to the right having a central angle for this part of 173°19'00", a radius of 58.00 feet, a length of 187.68 feet and a long chord of S.28°53'06"W. 86.01 feet to a re-entrant corner of this tract;

Thence with the SE boundary of this tract S.30°32'06"W. 227.86 feet, N.84°59'00"W. 193.38 feet, S.22°56'00"W. 144.83 feet, N.54°19'15"W. 158.00 feet, N.70°05'00"W. 127.00 feet, S.15°48'48"W. 91.00 feet, N.29°03'48"W. 273.00 feet, N.33°49'15"W. 499.79 feet and S.49°35'00"W. 234.06 feet to a re-entrant corner of this tract at point of intersection with a curve;

Thence southerly with a curve to the right having a central angle for this part of 25°18'00", a radius of 736.83 feet, a length of 182.19 feet and a long chord of S.8°46'39"W. 181.83 feet to the most southerly south corner of this tract and having coordinates of Y=638,418.49 feet and X=1,956,305.58 feet;

Thence N.73°46'15"E. with the most southerly SW line of this tract, 515.06 feet to the most southerly west corner of this tract;

Thence with a NW boundary of this tract, N.8°31'07"E. 189.56 feet N.20°23'05"E. 142.89 feet and N.39°15'09"E. 130.11 feet to a re-entrant corner of this tract at point of intersection with a curve;

Thence northwesterly with a curve to the left having a central angle for this part of 9°32'25", a radius of 590.00 feet, a length of 98.24 feet and a long chord of N.43°23'42"W. 99.13 feet to point of tangency;





EXHIBIT "A"
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Thence N.52°48'54"W. 41.26 feet to the most northerly west corner of this tract and the east corner of Lot 2, Block 23, Rentwood Country Club Estates, Section One;

Thence N.41°43'10"E. with a SE line of said Section One, 68.14 feet to a north corner of this tract and the south corner of Lot 10, Block 24 of said Section One;

Thence N.42°08'54"E. 27.15 feet to point of curvature;

Thence southeasterly with a curve to the right having a central angle for this part of 11°26'22", a radius of 658.04 feet, a length of 129.04 feet and a long chord of S.46°26'41"E. 129.04 feet to a re-entrant corner of this tract;

Thence N.75°42'08"E. 154.70 feet and N.62°02'41"E. 114.785 feet to pt of intersection with a curve;

Thence southeasterly with a curve to the left having a central angle of 28°47'21", a radius of 683.00 feet, a length of 336.81 feet and a long chord of N.48°14'31"E. 333.08 feet to a point of tangency;

Thence with the NW boundary of this tract N.39°48'48"E. 723.41 feet and N.4°25'04"W. 41.77 feet to the place of beginning containing 23.186 acres of land.

NOTE: All courses, distances, and coordinates recited herein are of the Texas Coordinate System-Central Zone.

Filed for record on the 11th day of November A.D., 19 83 at 11:03 o'clock P. M.
Duly Recorded this the 12th day of November A.D., 19 83 at 9:00 o'clock A. M.

Marie Rainey
MARIE RAINEY, COUNTY CLERK,
TOM GREEN COUNTY, TEXAS.