

## DEDICATION DEED

## COVENANTS AND RESTRICTIONS

LOTS 5 thru 13, inclusive, BLOCK 15; and  
LOTS 2 thru 19, inclusive, BLOCK 16; and  
LOTS 19 thru 20, inclusive, BLOCK 17  
Section Eighteen

## BENTWOOD COUNTRY CLUB ESTATES

AN ADDITION TO THE CITY OF SAN ANGELO,  
TOM GREEN COUNTY, TEXAS

SHAMROCK SERVICES, INC., a Texas corporation 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 5 thru 15, inclusive, Block 15; and Lots 2 thru 19, inclusive, Block 16; and Lots 10 thru 20, inclusive, Block 17, Section 18, Bentwood 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.

DEDICATOR DOES HEREBY DECLARE THAT all the lots shown on said Plat of Bentwood Country Club Estates are held and shall be conveyed subject to the covenants and restrictions 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 thereof 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 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 outdoor buildings.

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- (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 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 plantings 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 antenna or other device shall extend more than the highest point of the roof of any building and no such antenna or device shall be maintained on any lot not containing a dwelling. No satellite dishes. All of the above mentioned antennas or other devices must have the specific approval of the architectural review committee.

(i) No lot conveyed by the Dedicator shall be used for the dumping or storage or rubbish, trash, refuse, refuse 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 (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 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, 2013 and thereafter for successive ten-year periods, unless on or before September 1, 2013 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. Parties holding a mortgage, deed of trust and security interest on or in any lot shall not be considered to own any part of the legal title to such lot.

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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 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 redivide and replot 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 to 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 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 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 or to Dedicator and any such assignee shall have the same right to assign.

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

(a) For all lots herein, the Annual Charge shall be Fifty Dollars (\$50.00) commencing the date hereof, or when a lot is sold by the Dedicator, whichever is

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## GREYSTONE Engineering INC.

EXHIBIT "A"

FIELD NOTES  
Bentwood Country Club Estates  
Section Eighteen  
October 30, 1988

Being 20.826 acres out of H. Zerbach Survey #178, Tom Green County, Texas, said 20.826 acres being more particularly described as follows:

Beginning at a 1/2" iron rod set at the northeast corner of said 20.826 acres from which the southeast corner of Lot 4, Block 15, Bentwood Country Club Estates Section Five (recorded at Volume 4, Page 191 of the Plat Records of Tom Green County, Texas) bears N56°49'30"E a distance of 8.24 feet;

Thence S57°16'43"W with the south line of said Lot 4 a distance of 130.00 feet to a 1/2" iron rod set at the southwest corner of said Lot 4, said set 1/2" iron rod also being in the east line of Columbine Lane;

Thence S47°08'24"W crossing said Columbine Lane a distance of 50.79 feet to 1/2" iron rod set in the west line of said Columbine Lane at the southeast corner of Lot 1, Block 16, said Bentwood Country Club Estates Section Five;

Thence S46°54'48"W with the south line of said Lot 1 a distance of 108.95 feet to a 1/2" iron rod set at the southwest corner of said Lot 1;

Thence N43°05'03"W with the south line of said Lot 1 and the south lines of Lots 8 and 9 said Bentwood Country Club Estates Section Five at 145.95 feet passing the northwest corner of said Lot 1 and the east line of Columbine Lane, at 195.95 feet passing the west line of said Columbine Lane and the southeast corner of said Lot 9, at 315.95 feet passing the southwest corner of said Lot 9 and the southeast corner of said Lot 8 a total distance of 376.39 feet to a set 1/2" iron rod;

Thence as follows:

S21°58'48"W a distance of 192.07 feet to a set 1/2" iron rod;  
S20°11'22"W a distance of 303.89 feet to a set 1/2" iron rod;  
S18°45'47"W a distance of 50.09 feet to a set 1/2" iron rod;  
S19°56'00"W a distance of 262.88 feet to a set 1/2" iron rod;  
S19°07'53"W a distance of 135.02 feet to a set 1/2" iron rod;  
S04°11'56"W a distance of 140.37 feet to a set 1/2" iron rod;  
S14°24'28"E a distance of 140.73 feet to a set 1/2" iron rod;  
S32°00'21"E a distance of 140.73 feet to a set 1/2" iron rod;  
S49°36'15"E a distance of 140.73 feet to a set 1/2" iron rod;  
S66°16'47"E a distance of 135.43 feet to a set 1/2" iron rod;  
N87°40'39"E a distance of 30.64 feet to a set 1/2" iron rod;  
S83°06'30"E a distance of 54.48 feet to a set 1/2" iron rod;  
S74°42'54"E a distance of 47.43 feet to a set 1/2" iron rod;

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last, said amount to be paid to Bentwood Management Corp., the owner of Bentwood Country Club, or its successors or assigns as owner of said Club. In any year after 1988, the Dedicator may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than Fifty Dollars (\$50.00) per year, unless a majority of the owners of all Plots shall vote to increase such Annual Charge in which event the Annual Charge shall become such increased amount.

(b) From such date the Annual Charge shall be billed in advance 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 from such date at the maximum legal annual rate until paid.

(c) The Annual Charge hereby imposed shall be and remain a first charge against and continue 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, the purchaser will take the title subject to all of the covenants and restrictions.

(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 legated, 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 Bentwood Country Club shall be used by it in the following manner:

- (1) the payment of any expenses in maintaining common grounds and easements contained in Bentwood Country Club Estates; and  
(2) the payment of any expenses in maintaining the Bentwood Country Club golf course land adjacent to the property.

EXECUTED as of the 2nd day of September, A.D., 1988.

WITNESSES:

SHAMROCK SERVICES, INC.

By Lee H. Sanders, Sec/Treas.

By Robert J. Palmer  
Robert J. Palmer, President

THE STATE OF TEXAS  
COUNTY OF TOM GREEN

This instrument was acknowledged before me on the 2nd day of September, 1988, by ROBERT J. PALMER, President of Shamrock Services, Inc., a Texas corporation, on behalf of said corporation.

Carol Annaga Fenton  
Notary Public for the State of Texas

My commission expires: 6/23/91  
CAROL ANNAGA FENTON  
(Printed or stamped name)



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Field Notes  
Bentwood Country Club Estates Section Eighteen  
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N71°59'03"E a distance of 58.47 feet to a set 1/2" iron rod;  
N29°33'15"E a distance of 312.23 feet to a set 1/2" iron rod;  
N33°57'24"E a distance of 380.69 feet to a set 1/2" iron rod;  
N22°16'51"E a distance of 50.00 feet to a set 1/2" iron rod;  
N10°53'01"E a distance of 146.57 feet to a set 1/2" iron rod;  
N00°40'19"E a distance of 140.02 feet to a set 1/2" iron rod;  
N07°31'53"W a distance of 138.69 feet to a set 1/2" iron rod;  
N18°31'45"W a distance of 138.07 feet to a set 1/2" iron rod;  
N26°50'31"W a distance of 140.09 feet to the place of beginning, the herein described containing 20.826 acres of land.

The courses and distances referenced herein refer to the Texas Coordinate System - Central Zone.

The monuments referred to herein as set have been or will be set by me on the ground.

Field notes prepared by surveys made by me on the ground.

Ronald W. Jones  
Ronald W. Jones  
Registered Public Surveyor #4392  
San Angelo, Texas



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REDEMPTION, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.  
STATE OF TEXAS  
COUNTY OF TOM GREEN  
I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of said County of Tom Green County, Texas on NOV 17 1988



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

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