

DEDICATION DEED

COVENANTS AND RESTRICTIONS

LOTS 1 thru 16, inclusive, Block 1,

LOTS 1 thru 45, inclusive, Block 2,

LOTS 1 thru 10, inclusive, Block 3, and

LOTS 17 thru 50, inclusive, Block 4,

BENTWOOD VILLAGE SECTION TWO,

BENTWOOD COUNTRY CLUB ESTATES,

AN ADDITION TO THE CITY OF SAN ANGELO,

TOM GREEN COUNTY, TEXAS

WE, BENTWOOD 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 ' Pages ' Plat Records, Tom Green County, Texas, as our plan for subdividing the same to be known as:

Bentwood Village, Section Two, Lots 1 thru 16 inclusive, Block 1, Lots 1 thru 45, inclusive, Block 2, Lots 1 thru 10, inclusive, Block 3 Lots 17 thru 50, inclusive, Block 4, Bentwood Village Section Two, 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.

AN WE DO HEREBY DECLARE THAT ALL the lots shown on said Plat of Bentwood 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 Plat shall be used for any purpose except 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 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 and within the building lines shown on the Plat.
- (c) No dwelling or accessory structure on lots adjacent to the Bentwood Country Club property or a greenbelt shown on the Plot shall be erected or maintained nearer than 1 foot to one side line and 6 feet from the other side line of any Plot, unless approved in writing by the Dedicator. Dwelling constructed on all other Plots may have common walls with dwellings constructed on adjacent Plots.
- (d) Dwellings constructed on any Plot shall contain at least 1200 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 Bentwood Country Club property or a greenbelt shown on the Plat (i) any nearer to the rear boundary line of such Plot than the dwelling; (ii) any nearer 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 or 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 alterations, 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 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, 2005 and thereafter for successive ten-year periods, unless on or before September 1, 2005 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 and 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 hold title subject to, and 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 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 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 1000 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 expressly 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 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 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 Plot shall be subject to an annual charge, (hereinafter referred to as the "Annual Charge"). as follows:

(a) The Annual Charge shall be Fifteen Dollars (\$15.00) commencing on July 1, 1981, or when a lot is sold by the Dedicator, whichever is last, said amount to be paid to Bentwood Country Club, a Texas joint venture, or its successors or assigns. In any year after 1981, 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 such Annual Charge, in which event the Annual Charge shall become such increased amount.

(b) 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 June 1 of such year 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

hereinafter 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 covenant 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 Bentwood Country Club, shall be used by it in the following manner;

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

EXECUTED as of this 24th day of June, 1981.

BENTWOOD COUNTRY CLUB ESTATES

By Holmes Land Company, Inc.
its Managing Venturer

Robert H. Holmes
Robert H. Holmes, President

ATTEST:

APPROVED:

CENTRAL NATIONAL BANK OF SAN ANGELO



Mayfair J. Sonberg
Assistant Cashier
Mayfair J. Sonberg

By: Glen Kerby
President & Chief Executive Officer
Glen Kerby

EXHIBIT "A"

Being 7.129 acres of land out of H. Gantz Survey 179, Tom Green County, Texas and also being out of that 434.994 acre fourth tract of four totalling 700 000 acres conveyed to John Mark McLaughlin, et al, by C. R. Nasmorthy, et al, by deed dated March 14, 1969 and recorded in Volume 534 at page 39 of the Deed Records of Tom Green County, Texas, said 7.129 acre tract being described by metes and bounds as follows:

Beginning at the SW corner of this tract in the SW line of said 434.994 acre tract 608.04 feet S. 37°05'22"E. from its west corner;

Thence N. 41°00'00"E. 61.32 feet;

Thence N. 52°54'38"E. 63.68 feet;

Thence N. 3°07'33"W. 16.76 feet;

Thence N. 33°48'10"E. 50.00 feet;

Thence southeasterly with a curve to the left having a central angle for this part of 11°31'19", a radius of 95.00 feet, a length of 19.10 feet and a long chord of S. 61°57'29"E. 19.07 feet;

Thence N. 1°16'51"E. 110.00 feet;

Thence S. 67°43'09"E. 22.69 feet;

Thence N. 70°16'51"E. 50.00 feet to the most northerly NW corner of this tract;

Thence S. 67°43'09"E. 300.86 feet to an angle corner in the north line of this tract;

Thence N. 70°23'00"E. 308.21 feet to the east corner of this tract in the West line of Club House Lane and of Bentwood Country Club Estates, Section Six;

Thence southeasterly with last said line being a curve to the left having a central angle for this part of 37°54'31", a radius of 368.02 feet, a length of 243.49 feet and a long chord of S. 30°16'22"W. 239.08 feet to point of tangency;

Thence S. 11°19'06"W. with last said line, 368.80 feet to point of curvature;

Thence southeasterly with last said line being a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, a length of 31.42 feet and a long chord of S. 56°19'07"W. 28.28 feet;

Thence S. 11°19'06"W. with last said line, 60.00 feet to the SE corner of this tract and the SW corner of said Section Six;

Thence N. 76°40'54"W. 126.79 feet to point of curvature;

Thence northwesterly with a curve to the right having a central angle for this part of 17°56'32", a radius of 714.39 feet, a length of 223.71 feet and a long chord of N. 69°42'38"W. 222.80 feet to a point in the said SW line of the 434.994 acre tract;

Thence N. 37°05'22"W. with last said line, 386.95 feet to the place of beginning containing 7.129 acres of land.

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