

DEDICATION, COVENANTS AND RESTRICTIONS

APPLICABLE TO
BENTWOOD COUNTRY CLUB SECTION TWENTY
AN ADDITION TO THE CITY OF SAN ANGELO, TARRANT COUNTY, TEXAS,
AND COVENANTS FOR
LOTS 1 THROUGH 14, BOTH INCLUSIVE, BLOCK 10
AND
LOTS 1 THROUGH 14, BOTH INCLUSIVE, BLOCK 11

SHAMROCK SERVICES, INC., a Texas corporation, the sole owner of the tract of land located in Tarrant County, Texas, and described in Exhibit "A", attached to and made a part of this document, wherein the plat filed as instrument no. 490,746, in the Public Records of Tarrant County, Texas, is the plat for subdividing the tract and dedicating the streets and easements as shown on the plat and for use of the public. All lots shown on the plat are held and will be conveyed and used subject to all provisions of this document.

1. **Enlightenment.** The following terms have the meaning intended unless the context clearly requires otherwise:

- "Dedicator" means Shamrock Services, Inc. or any successor to whom the rights and prerogatives of the Dedicator under this document are expressly assigned in writing.
- "Easement" means and includes "common", "contracted", "contracted", and "maintained".
- "Improvement" means and includes building, well, structure, exterior addition, structure alteration, or any other improvement.
- "Plat material" means and includes any plan, map, sketch, design, drawing or printed matter.
- "Plat" means the plat referred to in the introductory paragraph of this document.
- "Plot" means a unit contained in or shown on the Plat as, with the prior written approval of the Dedicator, a combination of one or more lots or parts of lots.

2. **Use, Construction and Area.**

- No Plot shall be used for any purpose except single family dwelling purposes. No Plot shall be used in whole or in part for any other purpose.
- No building shall be erected or permitted to remain on any Plot other than one detached single family dwelling designed for the occupancy of a single family, and not to exceed two stories in height, a private garage for not more than three automobiles and one golf cart, and necessary and customary approved accessory structures not designed or used for living quarters except by domestic help living and working on the premises.
- All structures shall be erected within. No structure shall be erected onto any Plot.
- Each dwelling must have an area of not less than 2400 square feet of heated and/or conditioned living space, exclusive of garages, porches and approved accessory structures.
- The exterior walls of a dwelling shall consist of not less than twenty percent brick, block or masonry.

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(5) All public utility service will continue to the underground utilities where of service adopted by the Dedicator.

(6) All sewer shall be installed by means of a separate system consisting of buried pipe with "pop-up" vent pipes.

3. **Frontage and Setbacks.**

- A dwelling shall be erected to front on the street on which the Plot fronts except a dwelling constructed on a Plot which fronts on two streets shall front on the Dedicator's street.
- A dwelling, its garage and approved accessory structures shall be erected behind the building line shown on the Plat.
- No dwelling or accessory structure shall be erected nearer than seven feet from the side line of the Plot which the building line shown on the Plat requires a greater distance.
- In determining whether or not actual or proposed set backs comply with these restrictions, steps, open porches, and awnings shall be taken into account in accordance with policies established by the Dedicator.

4. **Fences, Walls and Hedges.**

- No wire or woven fence is permitted on any part of any Plot.
- Subject to the further limitations of height contained in paragraph 4 (c), no fence, wall or hedge exceeding six feet in height shall be erected on any portion of any Plot.
- On any Plot abutting the golf course or country club facility, no fence, wall or hedge exceeding three feet in height, shall be erected.

1. any fence on the rear boundary line of the Plot that the dwelling;

2. any fence on any front shown on the dwelling;

3. any fence on the side boundary line of the Plot that the side line set back;

and any fence or wall shall include and be supported by columns spaced not more than twenty feet apart, no fence, and constructed of the same material with which the exterior walls of the dwelling are faced.

(d) No fence or wall shall be erected on any Plot closer to any front street than is permitted for the dwelling on the Plot.

(e) Fences, walls or hedges are permitted along the inside Plot boundary line adjoining with streets, but no closer to the front street than is permitted for the dwelling on the Plot.

(f) The owner of any Plot from which any plot detached accessory structure adjoining property shall remove the structure upon request of the owner of the adjoining property.

5. **Architectural and Structural Review.** No improvement shall be erected on any Plot until the applicable building plans and specifications and a Plat plan (accurately showing the topography of the Plot, the location of all existing improvements and the proposed location of all new improvements), and samples of proposed roofing

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materials, have been approved by the Dedicator. In making its determination, the Dedicator shall consider the overall suitability and architecture of the proposed placement on the Plot, the structural soundness of proposed building materials and particularly the architectural and aesthetic qualities of proposed building materials and the height, materials of all improvements and the overall compatibility of the proposed improvements with improvements in the area.

(6) The owner of the Plot is solely responsible for all aspects of construction on the Plot, including, without limitation, the following:

- conducting appropriate soil tests and preparing the design of a post-tension foundation adequate for the soil conditions which may exist on the Plot, and
- design and layout of drainage patterns and structures, ditches, and slopes adequate to maintain sound drainage patterns as designed for the subdivision and adequate to prevent flooding of the Plot, any improvements, and surrounding property.

(7) By approval of building plans, specifications, materials and Plat plan, the Dedicator does not assume any responsibility or liability, and hereby disclaims any responsibility and liability for all aspects of any construction, including, without limitation, adequate drainage and structural adequacy of foundations and all other components of any structure.

(8) Dedicator specifically disclaims any warranty, express or implied, relating to Plat preparation, foundation preparation, drainage patterns, runoff, or resulting water problems on the Plot or in the surrounding area, when the Plat owner or building contractor has performed any site work, foundation preparation, addition or removal of soil or fill material, or other alteration to the Plot, whether or not in preparation for construction.

6. **Excesses Reserved.** Documents for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

7. **Prohibitions.**

(a) No animals or birds shall be raised, bred or kept on any Plot except as may be permitted by the Dedicator.

(b) No signs shall be erected 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.

(c) No radio antenna, television antenna, satellite dish or other device shall:

1. be erected without the prior written approval of the Dedicator;

2. extend higher than the highest point of the roof of the building on which located; or

3. be erected on any Plot on which there is not also a permitted dwelling;

and no satellite dish, even if otherwise approved, shall have a diameter or longer dimension extending rightward toward the street.

(d) No Plot shall be used for the dumping or storage of rubbish, trash, debris, refuse, or other waste materials.

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GREYSTONE Engineering Inc.

Field Notes
Section Twenty
Bentwood Country Club Estates

Being 15.133 acres of land out of H. Zerbach Survey 178, Tarrant County, Texas and said 15.133 acres being more particularly described as follows:

Beginning at a 1/2" iron rod set at the most westerly southwest corner of this tract from which a concrete wall is present set in the centerline of Beverly Drive on the north line of Section One, Bentwood Country Club Estates which is recorded at Volume 4, Page 55 of the Plat Records of Tarrant County, Texas bears S20°31'37"E a distance of 267.50 feet and from which said set 1/2" iron rod a 1/2" iron rod found at the southwest corner of a certain 149.346 acre tract described in Warranty Deed with Vendor's Lien from C.R. Newberry and wife, Vera Newberry to John Mark McLaughlin et al which is recorded at Volume 534, Page 39 of the Deed Records of Tarrant County, Texas said found 1/2" iron rod also being at the southwest corner of Lot A, Block 1, Section Five, Bentwood Country Club Estates which is recorded at Volume 4, Page 683 of the Deed Records of Tarrant County, Texas said found 1/2" iron rod also being at the southwest corner of Lot A, Block 1, Section Five, Bentwood Country Club Estates which is recorded at Volume 4, Page 168 of the Plat Records of Tarrant County, Texas bears S04°05'00"E a distance of 56.55 feet and S85°55'00"W a distance of 1850.34 feet;

Thence N12°47'08"E a distance of 206.12 feet to a set 1/2" iron rod;

Thence N12°53'25"E a distance of 237.99 feet to a set 1/2" iron rod and from which a found 5/8" iron rod bears S87°39'02"W a distance of 2.19 feet;

Thence N05°38'48"E a distance of 388.60 feet to a set 1/2" iron rod;

Thence N21°12'53"E a distance of 374.53 feet to a set 1/2" iron rod;

Thence S71°45'15"E a distance of 287.43 feet to a set 1/2" iron rod;

Thence S16°20'43"W a distance of 516.35 feet to a set 1/2" iron rod;

Thence S16°30'28"W a distance of 718.88 feet to a set 1/2" iron rod;

Thence S00°00'51"E a distance of 208.56 feet to a set 1/2" iron rod;

Thence S85°55'00"W with a line north of and parallel to the north line of a certain 22.59 acre tract described in Warranty Deed from Charles Richard Newberry and wife, Vera Newberry to West Texas Utilities Company which is recorded at Volume 450, Page 646 of the Deed Records of Tarrant County, Texas a distance of 406.75 feet;

Thence S13°15'05"W a distance of 59.25 feet to a point in said north line of the 22.59 acre tract;

Thence S85°55'00"W with said north line of the 22.59 acre tract a distance of 52.18 feet;

Thence N13°15'05"E a distance of 59.25 feet;

Thence S85°55'00"W with a line north of and parallel to said north line of the 22.59 acre tract a distance of 132.18 feet to the place of beginning, the herein described tract containing 15.133 acres of land.

Notes:
The bearings and distances recited herein refer to the Texas Coordinate System - Central Zone. Field notes prepared from surveys made by me on the ground prior to the 20th day of July, 1994.

Ronald Weeks Jones
Registered Professional Land Surveyor #4392
San Angelo, Texas



• O. BOX 80107 • 5201 FORTER STREET • SAN ANGELO, TEXAS 76904 • 915-942-4643

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(d) No truck having a rated carrying capacity exceeding one ton, and no trailer, boat, bus, van, camper, golf cart, all-terrain vehicle, or motorized recreational vehicle or any similar equipment shall be parked, stored or maintained on any Plot in such a way as to be visible from any street or from the golf course or country club facility.

(5) None of the following shall be placed or kept on any Plot or on any street within the boundaries of the property subject to these covenants and restrictions:

- an inoperable motor vehicle;
- a motor vehicle without current valid inspection sticker, current valid motor vehicle registration and four fully inflated tires meeting the ground;
- a motor vehicle as or from which there is displayed any "for sale" sign.

(6) No solid waste or garbage of any kind shall be stored, accumulated or otherwise, outside the dwelling or accessory structures on any Plot.

(7) No garage door opening shall face the front street, the golf course or the country club facility.

(8) Nothing shall be erected within power designated on the Plat as utility and/or drainage easements, except fences and plantings approved by the Dedicator may be maintained within the easement area as a Plot at the risk and expense of the Plot owner. Notwithstanding the above, in the opinion of the Dedicator, installation with the use and benefit of the easement and within the easement area of the easement shall have any liability to the Plot owner for damage to the fence or plantings resulting from installation, operation, maintenance, repair or removal of any utility or drainage facility or removal of any structure which interferes with the use and benefit of the easement.

8. **Duration.** These covenants and restrictions shall continue in force until August 1, 2019, and thereafter for successive two-year periods, unless on or before August 1, 2019, the owners of the legal title of more than eighty percent of the lots comprising the Plot shown on the Plat convey all or any of the Plots from one or more of these covenants and restrictions by recording, acknowledging and filing the same in the Public Records of Tarrant County, Texas, and the same shall be deemed to have been conveyed to one or more of the legal title to the Plots.

9. **Enforcement.** These covenants and restrictions shall run with and bind the land and shall be binding upon the Dedicator and all parties claiming by, through and under the Dedicator. All parties claiming by, through or under the Dedicator shall hold title subject to, and agree and covenant with the Dedicator and with each other to enforce, all these covenants and restrictions, except that no party shall be personally liable for breaches of these covenants and restrictions occurring at a time when that party is neither the legal title holder or an occupant of the Plot as to which the 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, prohibition or mandamus, 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. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions. The record owner of a Plot, whether or not in possession, and each occupant of the Plot, whether or not a record owner, are bound by these covenants and restrictions and are jointly and severally responsible for compliance with these covenants and restrictions by themselves and the other. The record owner shall fully enforce any statute or other non-consumer contract of these covenants and restrictions and of the obligation to comply with these.

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10. **Assessment.** Notwithstanding any other provision of these covenants and restrictions, Dedicator reserves the right (upon the application and request of the owner of a Plot) to waive, vary or amend (by a writing to that effect addressed and delivered to the applicant owner by Dedicator) the application of any of these covenants and restrictions to that Plot if, in the sole discretion of the Dedicator, the waiver, variance or amendment is necessary to relieve hardship or permit good architectural planning to be effected.

(b) Dedicator also reserves the right:

- to include and exclude any of the property shown on the Plat at any time if owned by the Dedicator;
- to change the location of streets and easements prior to the time they are actually opened for public use or opened by the public or by public utilities.

(c) In no case, however, shall any such waiver, variance or amendment:

- deprive any owner of a Plot to substantially acquire the Plot;
- reduce the frontage or depth of any Plot to less than the frontage and depth of the Plot now containing the least frontage and depth; or
- reduce the square feet living space requirement of paragraph 2.0(b) by more than 200 square feet.

11. **Annual Charge.**

- By acceptance of a deed for a Plot each owner of a Plot, from time to time, is deemed to consent to pay an annual charge, whether or not expressed in the deed.
- The annual charge, and in case of delinquency, interest and costs of collection including reasonable attorney fees, shall be:

 - The personal obligation of the person or persons owning the Plot at the time the annual charge is due, but the personal obligation shall not pass to successors in title unless expressly assumed.
 - A continuing charge and vendor's lien ("the lien") in favor of Dedicator against each Plot to secure payment of all annual charges against the Plot until paid in full.

(d) The annual charge shall be used to defray expenses of maintaining the common areas of the development.

(e) The annual charge shall be billed in advance each year on June 1 and be paid by the succeeding July 15 after which date it will be delinquent and bear interest at the annual rate of 12%. Within the fifteen (15) days after the date the Plot owner receives a bill shall waive the annual charge and lien.

(f) The lien shall be subordinate to liens securing payment of mortgages and taxes (together with penalties (interest and costs) imposed by any political subdivisions and to any valid unsecured first mortgage. The lien shall be unaffected by a sale or transfer of the Plot, except transfer of a Plot pursuant to foreclosure of a commercial first mortgage or any proceeding in lieu of such foreclosure shall extinguish the lien as to, but only as to, unpaid annual charges which become due prior to the foreclosure or sale in lieu of foreclosure.

(g) The Dedicator may bring suit to collect delinquent annual charges and to foreclose the lien against the Plot or may foreclose the lien immediately in the manner provided by Chapter 51, Texas Property Code or any successor statute, and for this purpose can appoint a trustee to exercise the power of sale.

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(b) The annual charge shall be not less than \$30.00 nor more than \$50.00, as determined from time to time by the Dedicator.

12. **General Provisions.**

- The enforceability of any one or more of these covenants and restrictions by judgment or such order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.
- Dedicator's interpretation of the meaning and application of these covenants and restrictions shall be final and binding on all interested parties at any time in question.
- 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 by said Dedicator and any such assignee shall have the same right to assign.
- Dedicator may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by said Dedicator and any such assignee shall have the same right to assign.
- When the contract requires, stipulate means and processes include the plan.

Dated Aug. 2, 1994

Lyn W. Smith, Secretary

Ann P. Burk
Notary Public, State of Texas



SHAMROCK SERVICES, INC.

Robert J. Palmer, President

Ann P. Burk
Notary Public, State of Texas

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15th Shamrock Services Inc.
(541) 5304 Antonio St.
76104

FILED FOR RECORD
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JUDITH HARRIS
COUNTY CLERK
COUNTY OF TARRANT, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW
STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was FILED in the Public Records on the date and at the hour depicted hereon by me, and was duly RECORDED in the Official Public Records of Tarrant County, Texas on
AUG. 8 1994
JUDITH HARRIS
COUNTY CLERK
TARRANT COUNTY, TEXAS

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