540692

DEDICATION, COVENANTS AND RESTRICTIONS
APPLICABLE TO
BENTWOOD COUNTRY CLUB ESTATES SECTION TWENTY-FOUR
AN ADDITION TO THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS
AND CONSISTING OF
LOTS 17 AND 18, BOTH INCLUSIVE, BLOCK 33
AND
LOTS 12 THROUGH 15, BOTH INCLUSIVE, BLOCK 34
AND
LOT 15, INCLUSIVE, BLOCK 35
AND
LOT 16, INCLUSIVE, BLOCK 34

SHAMROCK SERVICES, INC. a Texas corporation, the sole owner of the tract of land located in Tom Green County, Texas, and described in Exhibit "A", attached to and made a part of this document, adopts the plat filed as instrument no. 531559, in Plat Cabinet F, Slide No. 39 in the office of the County Clerk of Tom Green County, Texas, as the plat for subdividing the tract and dedicates the streets and easements as shown on the plat to and for use of the public.

This document replaces the Dedication, Covenants and Restrictions previously filed on September 11, 2002 that is hereby vacated.

All lots shown on the plat are held and will be conveyed and used subject to all provisions of this document.

1. **DEFINITIONS:** The following terms have the meaning indicated unless the context clearly requires otherwise:

   (a) "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.

   (b) "Erected" means and includes "constructed", "constructed", "erected", and "maintained".

   (c) "Improvement" means and includes building, wall, structure, exterior addition, exterior alteration, fort or play set, or any other improvement.

   (d) "Tree removal" means and includes grazed, trees, shrubs, hedges, flowers in ground cover.

   (e) "Plat" means the plat referred to in the introductory paragraph of this document.

   (f) "Plot" means an entire numbered lot as shown on the Plat or, with the prior written approval of the Dedicator, a combination of one or more lots or parts of lots.

2. **USE, CONSTRUCTION AND AREA:**

   (a) No Plot shall be used for any purpose except single-family dwelling purpose. No Plot shall be used in whole or in part for any other purpose.

   (b) No building shall be erected or permitted to remain on any Plot other than one detached dwelling designed for occupancy by and an attached garage of not more than four automobiles and one golf cart. All other structures, improvements or appurtenances of every type, whether temporary or permanent, including but not limited to outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, gazebos, fences, gates, screening walls, retaining walls, entry, decks, landscape improvements, poles, antennas, exterior air conditioning equipment and basketball goals must be shown on the building plans submitted to Architectural and Structural Review Committee.

   (c) All structures shall be erected on site. No structure shall be moved onto any Plot.

   (d) Each dwelling must have no less of not less than 1,800 square feet of finished and/or air-conditioned living space, exclusive of garages, porches and approve accessory structures.

   (e) The exterior walls of a dwelling shall consist of not less than (51%) percent rock, brick or stucco unless otherwise approved by the Architectural and Structural Review Committee.

   (f) All public utilities service will conform to the underground utilities scheme of service adopted by the Dedicator.

   (g) Plot Owners shall expend a minimum of $1,200.00 on plant material within one year of completion of a residential dwelling on the Plot. Satisfactory proof of compliance with this requirement shall be supplied by the Plot owner upon request by the Architectural and Structural Review Committee. All trees shall be irrigated by means of a sprinkler system of buried pipe with "pop-up" sprinkler heads.

   (h) All rock, stone, gravel or rock type yards must be approved by the Dedicator for approval of size and color of stone to be used.

3. **FRONTAGE AND SETBACKS:**

   (a) 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; this dwelling shall front on the Dedicator desire.

   (b) A residential dwelling, by garage and other improvements or structures approved by the Architectural and Structural review committee shall be constructed behind the building lines shown on the plat and within the additional setbacks that are set forth herein. Unless otherwise shown on the plat or approved by the Architectural and Structural Review Committee, the set backs are as follows:

Front Setback	15 feet
Side Setback (non-zero side)	10 feet
Rear Setback	20 feet

   (c) In determining whether or not actual or proposed set backs comply with the restrictions, eaves, steps, open porches, and overhangs shall be taken into account in accordance with policies established by the Dedicator.

4. **FENCES, WALLS AND HEDGES:**

   (a) Wire or woven fence is not permitted in any part of any Plot.

   (b) Subject to 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.

   (c) On any Plot abutting the Golf Course or Country Club facility, no fence, wall or hedge exceeding three feet in height, shall be erected:

   i. any nearer to rear boundary line of the 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 any fence or wall shall include and be supported by column spaced not more than twenty feet apart, or corners, and constructed of the same material with which the exterior wall of the dwelling are faced.

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

   (e) Fences, walls or hedges are permitted along, but north Plot boundary lines adjoining side 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 plant material encroaches upon adjoining property shall remove the encroachment 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 Plot plan (accurately showing the topography of the Plot, the location of all existing improvements, structural specifications and the proposed location of all new improvements), and samples of proposed roofing materials have been approved by the Dedicator. All new roofing and replacement roofing materials must be approved by the Dedicator.

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

   (1) conducting appropriate soil tests and requiring the design of a post-tension foundation adequate for the anticipated soil conditions which may exist on the Plot; and

   (2) design and layout of drainage patterns and structures, slabs, and drains adequate to maintain overall drainage patterns as designed for the subdivision and adequate to prevent flooding of the Plot, any improvements, and surrounding property.

   (b) By approval of building plans, specifications, materials and Plot 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.

   (c) Dedicator specifically disclaims any warranties, express or implied, relating to Plot preparation, foundation preparations, drainage patterns, runoff, or standing water problems on the Plot or in the surrounding area, where the Plot owner or building contractor has performed any site work, foundation preparation, addition or removal of soil or fill materials, or other alteration to the Plot, whether or not in preparation for construction.

6. **Easements**

   Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Dedicator reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the County Clerk of Tom Green County, Texas or by the express provisions in conveyances, with respect to plots that have not been sold by Dedicator. Dedicator further reserves the right to make changes in and additions to all easements for the purpose of selling to the most efficient and economic installation of utility easements.

7. **Prohibitions:**

   (a) No animals, reptiles or birds shall be raised, bred or kept on any Plot except usual household pets numbering not more than two.

   (b) No sign shall be erected on any Plot except a "for sale" or a "for rent" sign not exceeding five square feet in size or a sign owned by the Dedicator. No advertisement signs for work, painting, roofing, etc. are permitted on any Plot.

   (c) No radio antenna, television antenna, satellite dish or cable accessory can shall

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

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

   iii. be erected on any Plot on which there is not also a permitted and approved dwelling; and no satellite dish or antenna, even if otherwise approved, shall have a diameter or longest dimension exceeding eighteen inches.

   (d) No Plot shall be used for the dumping or storage of rubbish, trash, rubble, surplus soil, rocks, building construction materials or similar materials.

   (e) No truck having a rated carrying capacity exceeding one ton, and no trailer, boat, bus, camper, golf cart, all terrain vehicle, or so-called 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.

   (f) 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:

   i. an inoperable motor vehicle;

   ii. a motor vehicle without current valid inspection sticker, current valid motor vehicle registration and four fully inflated tires touching the ground;

   iii. a motor vehicle on or from which there is displayed a any "for sale" sign.

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

   (h) No garage door opening shall face the front street, the golf course or the country club facility without the approval of the Architectural and Structural Committee.

   (i) Nothing shall be erected within areas 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 on a Plot at the expense of the Plot owner. No nothing shall be done which, in the opinion of the Dedicator, interferes with the use and benefit of the easement and neither the Dedicator nor the user of the easement shall have any liability to the Plot owner for damage to the fences or plantings resulting from installation, operation, maintenance, repair or removal of any utility or drainage facility or removal of any obstruction which interferes with the use and benefit of the easement.

8. **DURATION:**

   These covenants and restrictions shall continue in force until August 1, 2017, and thereafter for successive ten-year periods, unless on or before August 1, 2017, the owners of the legal title of more than eighty percent of the front footage of the Plots shown on the Plat release all or any of the Plots 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 or other security interest on or in any Plot shall not be considered in ever way or part of the legal title to the Plot.

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 these covenants and restrictions. No party shall be personally liable for breaches of these covenants and restrictions that occur at a time when that party is neither the legal title holder or an occupant of the plot or residential dwelling thereon. A Plot owner shall have the right to sue for and obtain an injunction, prohibition or mandatory or restore, 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 mistake or omission 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 indemnifies any lessee or other non-owner occupant of these covenants and restrictions and of the obligation to comply with them.

10. **AMENDMENT:**

   Notwithstanding any other provisions 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 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 achieve building or permit good architectural planning to be effected.

   (a) Dedicator also reserves the right

   i. To re-divide and re-plat any of the property shown on the plat at any time if owned by the Dedicator

   ii. To change the location of streets and easements prior to the time they are actually opened for public use or sealed of by the public or by public utilities.

   (b) In no case, however, shall any waiver variance or amendment

   i. Deprive any owner of a Plot to reasonable access to the plot;

   ii. Reduce frontage or depth of any plot to less than the frontage and depth of the plot now containing the least frontage and depth; or

   iii. Reduce the square feet living space requirement of paragraph 2. (d) by more than 200 square feet.

11. **ANNUAL CHARGE:**

   (a) By acceptance of a deed for a Plot each owner of a Plot, from time to time, is deemed to covenant to pay an annual charge, whether or not expressed in the deed.

   (b) The annual charge, and in case of delinquency, interest and costs of collection including reasonable attorney fees, shall be:

   i. The personal obligation of the owner of the Plot at the time the annual charge is due.

   ii. 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 (etc) paid in full.

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

   (d) 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%. Neither the failure of the Dedicator to submit nor the Plot owner to receive a bill shall waive the annual charge and lien.

   (e) The lien shall be subordinate to liens securing payment of assessments and taxes together with penalties, interest and costs imposed by any political subdivision and or any valid consensual 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 consensual 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.

   (f) The Dedicator may bring suit to collect delinquent annual charges and to foreclose the lien against the Plot in any foreclose the lien non-judicially 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.

   (g) The annual charge shall be not less than $50.00 or more than $60.00, as determined from time to time by the Dedicator.

12. **GENERAL PROVISIONS:**

   (a) The invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

   (b) Dedicator's interpretation of the meaning and application of these covenants and restrictions shall be the final and binding on all interested parties at any time in question.

   (c) 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 and to Dedicator and any such assignee shall have the same right to assign.

   (d) 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.

   (e) When the context requires, singular nouns and pronouns include the plural.

   Dated January 15, 2003.

ATTEST: **SHAMROCK SERVICES, INC.**

By: _____ By: [signature] President

THE STATE OF TEXAS | This instrument was acknowledged before me on January 15, 2003
COUNTY OF TOM GREEN | by John W. Dunn, Jr. of Shamrock Services, Inc. a Texas corporation

[signature]
Notary Public, State of Texas

FILED FOR RECORD
2003 JAN 17 PM 3:42

STATE OF TEXAS
COUNTY OF TOM GREEN
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Tom Green County, Texas on

JAN 21 2003

ELIZABETH MUSGIL, COUNTY CLERK
TOM GREEN COUNTY, TEXAS