



DEDICATION, COVENANTS AND RESTRICTIONS
APPLICABLE TO
BENTWOOD COUNTRY CLUB ESTATES SECTION TWENTY-NINE
AN ADDITION TO THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS
AND CONSISTING OF
LOTS 1 THROUGH 15, BOTH INCLUSIVE, BLOCK 65
LOTS 16 THROUGH 32, BOTH INCLUSIVE, BLOCK 56
LOTS 2 THROUGH 4, BOTH INCLUSIVE, BLOCK 64
LOTS 1 THROUGH 3, BOTH INCLUSIVE, BLOCK 66

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. 544812, in Plat Cabinet F, Slide No. 58 in the office of the County Clerk of Tom Green County, Texas, as its plan for subdividing the tract and dedicates the streets and easements as shown on the plat to 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. **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 "commenced", "constructed", "erected", and maintained.
 - (c) "Improvement" means and includes building, wall, structure, exterior addition, exterior alteration, or any other improvement.
 - (d) "Plant material" means and includes any grass, tree, shrub, hedge, flower or 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 purposes. 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 single family dwelling designed for occupancy of single family, and not to exceed two stories in height, a private garage for not more than three automobiles and one golf cart, and reasonable and customary approved accessory structures not designed or used for living quarters except by domestic help living and working on the premises.
- (c) All structures shall be erected on-site. No structure shall be moved on to any Plot.
- (d) Each dwelling must have an area of not less than 2200 square feet of heated and/or air conditioned living space, exclusive of garages, porches and approved accessory structures.
- (e) The exterior walls of a dwelling shall consist of not less than ninety percent rock, brick or stucco.
- (f) All public utilities service will conform to the underground utilities scheme of service adopted by the Dedicator.
- (g) All lawns shall be irrigated by means of a sprinkler system consisting of buried pipe with "pop-up" sprinkler heads.
- (h) No rock, stone, gravel or rock type materials may be used for yard or landscape purposes without Dedicator's prior approval of size, color and quantity.
- (i) All roofing must be either (1) composition shingles with a minimum weight of 250 pounds per square and at least a twenty-five year guarantee, or (2) colored 24 gauge metal standing seam, double locked or snap rib, with pan dimensions of 21 inches on center. No roofing may be installed without Dedicator's prior approval of color and quality of a sample of the material to be used.

3. Frontage and Setbacks:

- (a) A dwelling shall be erected to front on the street on which its Plot fronts except a dwelling constructed on a Plot which fronts on two streets shall front as the Dedicator directs.
- (b) A dwelling, its garage and approved accessory structures shall be constructed behind the building lines shown on the Plat.

- (c) The Dedicator shall determine the side setback lines for each Plot.
- (d) In determining whether or not actual or proposed set backs comply with these restrictions, eaves, steps, open porches, and awnings shall be taken into account in accordance with policies established by the Dedicator.

4. Fences, Walls and Hedges:

- (a) No wire, woven, or metal (other than wrought iron) fence is permitted on 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) No fence or wall shall be erected on any Plot nearer to any front street than is permitted for the dwelling on the Plot.
- (d) Fences, walls or hedges are permitted along but inside Plot boundary lines adjoining side streets, but no closer to the front street than is permitted for the dwelling on the Plot.
- (e) 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, electrical 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. Roofing companies must be approved through the Architectural and Structural Review Committee. 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 relationships of all improvements and the overall compatibility of the proposed improvement with improvements in the area.

- (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 ambient soil conditions which may exist on the Plot, and

- (2) design and layout of drainage patterns and structures, slabs, and slopes 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 Reserved: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

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 "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 unit 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:
- (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 or the country club facility.
- (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; but 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.
- (j) Swimming pool construction on any Plot must be approved by the Architectural and Structural Review Committee prior to installation. A

four (4)ft. wrought iron type fence or enclosure with a locking gate must surround pool area. For safety and liability purposes, diving boards and slides are not permitted on any Plot.

- 8. DURATION:** These covenants and restrictions shall continue in force until August 1, 2027, and thereafter for successive ten-year periods, unless on or before August 2, 2027, 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 to own any 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, and agree and covenant with the Dedicator and with each other to observe, 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 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. 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 inform any tenant or other non-owner occupant of these covenants and restrictions and of the obligation to comply with them.
- 10. AMENDMENT:** 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 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.

(a) Dedicator also reserves the right:

- i. to redivide and replat 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 availed of by the public or by public utilities.

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

- i. deprive any owner of a Plot to reasonable access to the Plot;
- ii. 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
- 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 obligations 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.
- 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 until 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 interests and costs) imposed by any political subdivision and to 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 or may 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 \$90.00 or more than \$110.00, as determined from time to time by the Dedicator.

12. GENERAL PROVISIONS:

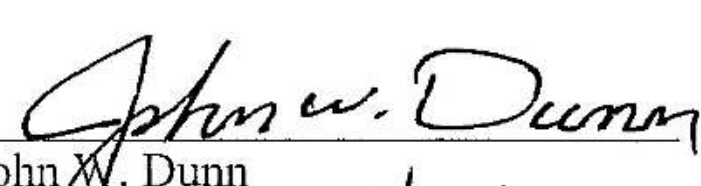
- (a) The invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- (b) Dedicator's interpretation of the meaning and application of these covenants and restrictions 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 _____

ATTEST:

SHAMROCK SERVICES, INC.

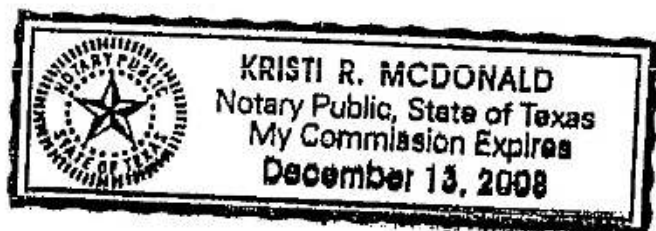
By 
H. Grant Irwin

By 
John W. Dunn

THE STATE OF TEXAS }
COUNTY OF TOM GREEN }

This instrument was acknowledged before me on 4/3/07
by of Shamrock Services, Inc., a Texas corporation, on behalf
of the corporation.

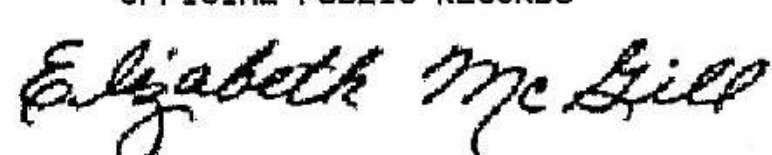
John Dunn




Notary Public, State of Texas

CERTIFIED FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Elizabeth McGill, County Clerk

Tom Green County TEXAS

April 04, 2007 09:29:42 AM

FEE: \$48.00

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