

COVENANTS AND RESTRICTIONS

BENTWOOD COUNTRY CLUB ESTATES SECTION SEVEN

LOTS 1 thru 47, inclusive, BLOCK 29;

LOTS 1 thru 24, inclusive, BLOCK 30; and

LOT A, BLOCK 31

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 Country Club Estates, Section Seven, Lots 1 thru 47, inclusive, Block 29; Lots 1 thru 34, inclusive, Block 30, and Lot A, Block 31, Bentwood Country Club Estates, an addition to the City of San Angelo, Tom Green County, Texas,

I do hereby dedicate for the use of the public the streets and easements as thereon shown.

AND WE DO HEREBY DECLARE THAT all the lots in Blocks 29 and 30 Bentwood Country Club Estates, are held and shall be conveyed subject to the covenants and restrictions hereinafter set forth. I, the Dedicator, do hereby specifically released of such covenants and restrictions.

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 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 thereon of one private dwelling house designed for the occupancy of: (i) on Lots 1 thru 28, Block 29 and Lots 1 thru 34, Block 30, a single family; and (ii) on Lots 29 thru 47, Block 29, two families, 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 the building lines shown on the Plat.

(c) No dwelling or accessory structure on Lots 29 thru 47, Block 29, shall be nearer than 7 feet from either side line of any Plot, unless approved in writing by the Dedicator.

(d) Dwellings constructed on any Lots in Block 30 and Lots thru 28, inclusive, Block 29, shall contain at least 1200 square feet of heated and/or air conditioned living space exclusive of garages, porches, and outbuildings. Dwellings constructed on Lots 29 thru 47 shall contain at least 3000 square feet of heated and/or air conditioned living space exclusive of garages, porches, and outbuildings; provided the minimum square footage contained in either unit of the two family dwellings shall be 1350 square feet.

(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 Plot (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 of 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 variations 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 then-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 an 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 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 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 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 1200 square feet for dwellings constructed on Lots 1 thru 28, Block 29, and Lots 1 thru 34, Block 30; and to less than 2700 square feet for dwellings constructed on Lots 29 thru 47, Block 29.

(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 restrictions 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 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 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 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) For Lots 1 thru 29, Block 29, and Lots 1 thru 34, Block 30, 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, and for Lots 29 thru 47, Block 29, the Annual Charge shall be Twenty-five Dollars (\$25.00) 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; (i) Thirty-Five Dollars (\$35.00) per year for Lots 1 thru

29, Block 29, and Lots 1 thru 34, Block 30; and (ii) than Ninety Dollars (\$90.00) per year for Lots 29 thru 47, Block 29; 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 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 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 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 28th day of April, 1984.

BENTWOOD COUNTRY CLUB ESTATES

By: Holmes Land Company, Inc.
its Managing Venturer,

By: Robert H. Holmes, President

CENTRAL NATIONAL BANK OF SAN ANGELO

By: Glen Kerby
President & Chief Executive
Officer Glen Kerby



THE STATE OF TEXAS \$
COUNTY OF TOM GREEN \$

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared ROBERT H. HOLMES, known to me to be the person and officer whose name is subscribed to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Holmes Land Company, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER my hand and seal of office this the 28th day of April, 1984.

Genie Vandiver
Notary Public in and for
Tom Green County, Texas



THE STATE OF TEXAS \$
COUNTY OF TOM GREEN \$

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared *Allen Kelley* known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Central National Bank of San Angelo, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER my hand and seal of office this the 15th day of August, 1984.

Stella Elmore
Notary Public in and for
Tom Green County, Texas

STELLA ELMORE, Notary Public
STATE OF TEXAS
My Commission Expires 9-10-85

