

DEDICATION DEED  
AND  
COVENANTS AND RESTRICTIONS

LOTS 1 thru 23, inclusive, BLOCK 19;  
LOTS 1 thru 5, inclusive, BLOCK 20;  
LOTS 1 thru 13, inclusive, BLOCK 21; and  
LOTS 1 thru 6, inclusive, BLOCK 22  
Section Fourteen

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 4, Page 353, Plat Records, Tom Green County, Texas, as our plan for subdividing the same to be known as:

Lots 1, thru 23, inclusive, Block 19; Lots 1 thru 5, inclusive, Block 20; Lots 1 thru 13, inclusive, Block 21; and Lots 1 thru 6, inclusive, Block 22,  
Section 14, 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.

AND WE DO HEREBY DECLARE THAT all the lots shown on said Plat of Bentwood Country Club Estates save and except Lot One (1), Block Twenty-one (21), are held and shall be conveyed subject to the reservations, restrictions and covenants herein-after set forth.

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 as 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 a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic help living and working on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use.

See 14



### Section 3. Frontage Setbacks, etc.

- (a) All dwelling 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 line shown on the Plat.
- (c) No dwelling or accessory structure shall be erected or maintained nearer than 7 feet from the side line of any Plot.
- (d) Dwellings constructed on Plots in this section shall contain at least 2400 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings.
- (e) No fence wall or hedge, greater than three feet (3') in height, shall be erected or maintained on any Plot abutting the golf course or country club facility (i) any nearer to the rear boundary line of such 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 setback; and (iv) 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 Plots with a greater height than six feet (6'). No wire or woven fence is permitted in 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. Fences, walls, hedges are permitted along but inside the property lines adjoining side streets, but no closer to the front street than permitted above nor closer to the rear boundary line than permitted above.
- (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 lot in such a way as to be visible from the fronting street, golf course or country club facility; or nearer to a side street than the side street building setback line.

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. In no case shall any garage be facing the front street, golf course or country club facility.

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, 2004 and thereafter for successive ten-year periods, unless on or before September 1, 1995 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