



## DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (this "**Declaration**") is entered into effective as of the 15th day of May, 2013 by BENTWOOD C.C., L.L.C., a Texas limited liability company ("**Declarant**").

### RECITALS:

WHEREAS, Declarant currently owns the real property comprising approximately 29.058 acres of land located in the City of San Angelo, Tom Green County, Texas (the "**Declarant Property**"), as described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Declarant desires to establish and create certain covenants and restrictions to facilitate the development and operation of the Declarant Property; and

NOW, THEREFORE, Declarant hereby declares, adopts, grants, and establishes that the Property shall be held, leased, occupied, maintained, altered, improved, sold and conveyed subject to the easements and restrictions described below.

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

- (a) "Dedicator" and/or "Declarant" means Bentwood CC, LLC, a Texas limited liability company 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 each and every plat of all or any portion of the Declarant Property approved and filed in the Plat Records of Tom Green County, Texas, now or in the future.
- (f) "Plot" means an entire numbered lot as shown on any Plat filed of record now or in the future 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 or any portion of the Declarant Property shall be used for any purpose except single family dwelling purposes. No Plot or any other portion of the Property shall be used in whole or in part or any other purpose.

- (b) No building shall be erected or permitted to remain on any Plot or portion of the Declarant Property other than one detached single family dwelling designed for occupancy of a single family, and not to exceed one story in height, a private garage for not more than two automobiles and one golf cart, and reasonable and customary approved accessory structures not designed or used for living quarters.
- (c) All structures shall be erected or constructed on-site. No structure shall be moved onto any Plot or any portion of the Declarant Property.
- (d) Each dwelling must have an area of not less than 1600 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 erected behind the building lines shown on any Plat.
- (c) The Dedicator shall determine the side setback lines for each Plot. No improvements shall be commenced or erected on any Plot except in compliance with Dedicator's written designation of which side setback line is the zero setback line and which side setback line is the ten (10') foot set back line, notwithstanding any setback or building line(s) shown on the Plat.
- (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) No fence or 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 or any other portion of the Declarant Property 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. 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 material, or other alteration to the Plot, whether or not in preparation for construction.

**6. Prohibitions:**

- (a) No animals, birds or reptiles shall be raised, bred or kept on any Plot or any other portion of the Declarant Property except usual household pets numbering not more than two.
- (b) No sign shall be erected on any Plot or any other portion of the Declarant Property 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 dwelling;

and no satellite dish or antenna, even if otherwise approved, shall have a diameter or longest dimension exceeding eighteen inches.

- (d) No Plot or any portion of Declarant Property shall be used for the dumping or storage of rubbish, trash, rubble, building construction materials, surplus soil, rocks or similar materials.
- (e) No truck having a rated carrying capacity exceeding one ton, and no trailer, boat, bus, camper, golf cart, jet skis, all terrain vehicle, or so-called recreational vehicle or any similar equipment shall be parked, stored or maintained on any Plot or any portion of Declarant Property 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 portion of Declarant Property 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 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.
  - (i) Nothing shall be erected within areas designated on any Plat as utility and/or drainage easements, except fences and plantings approved by the Dedicator which may be maintained within the easement area on a Plot at the risk and 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 the 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 pools on any portion of the Declarant Property must be approved by the Architectural and Structural Review Committee prior to installation. A wrought iron type fence or enclosure must surround pool area with a locking gate. For safety and liability purposes, diving boards and slides are not permitted.
8. **Duration:** These covenants and restrictions shall continue in force until the date of July 1, 2033, and thereafter for successive ten-year periods, unless on or before July 1, 2033, the owners of the legal title of more than eighty percent of the front footage of the Plots shown on all Plats release all or any of the Plots from one or more of these covenants and restrictions by executing, acknowledging and filing for the 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 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, prohibitive or mandatory, to prevent the breach of or to otherwise enforce the observance of these covenants and restrictions. No failure to 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 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 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 re-divide 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 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 the 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 1st and be paid by

the succeeding July 15<sup>th</sup> 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 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 in 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 nor more than \$90.00, as determined from time to time By the Dedicator.

12. **Bentwood Country Club Membership Rebate:** Upon the initial sale of a Plot only, and subject to the payment of the Club Fee (defined below), Plot owner shall receive a one (1) year no-dues social membership with Bentwood Country Club, with the initiation fee and monthly dues for one (1) year waived. Upon any subsequent sale of a Plot, the club membership shall be transferrable to any subsequent owner of the same Plot, provided, however, that monthly dues and fees shall be paid for said club membership. A membership rebate fee of \$500.00 for each Plot (a "**Club Fee**") shall be paid to Bentwood Country Club at the sale or transfer of a Plot from a residential developer to a third party.

13. **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 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.

**DECLARANT:**

**BENTWOOD C.C., L.L.C.**  
a Texas limited liability company

By: [Signature]  
Name: Kevin Collins  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF TOM GREEN §

Before me on this day personally appeared Kevin Collins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Manager of Bentwood C.C., L.L.C., a Texas limited liability company, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand this 15th day of May, 2013.

Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_



[Signature]  
Printed Name of Notary



EXHIBIT "A"

LEGAL DESCRIPTION OF DECLARANT PROPERTY  
[2 pages]

Being an area of 29.058 acres of land out of H. Zerbach Survey 178, Abstract No. 4210, City of San Angelo, Tom Green County, Texas and said 29.058 acre tract also being out of that certain 109.151 acre tract (Parcel RU\_01) recorded as Instrument No. 622905, Official Public Records of Real Property of Tom Green County, Texas and that certain 43.881 acre tract (Parcel CU\_01) recorded as Instrument No. 622905, Official Public Records of Real Property of Tom Green County, Texas, and said 29.058 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found for the northwest corner of this tract, said 109.151 acre tract and being in the east line of Texas Pacifico Railroad and said beginning corner also being the southwest corner of Section Eight-A, Bentwood Country Club Estates as per plat of record in Cabinet E, Slide 5, Plat Records of Tom Green County, Texas;

Thence with the north line of this tract and the south line of said Section Eight-A, S. 71° 46' 55" E. at 492.48 feet pass a fence corner, in all a total distance of 692.42 feet to a ½" iron rod found for the southeast corner of said Section Eight-A and an angle corner in the west line of said 43.881 acre tract;

Thence continuing with the north line of this tract, S. 74° 17' 33" E. 225.22 feet to a ½" iron rod with cap set for angle corner, S. 71° 47' 02" E. 275.19 feet to a ½" iron rod with cap set for the northeast corner of this tract;

Thence with the easterly line of this tract, S. 18° 12' 58" W. 270.00 feet to a ½" iron rod with cap set for an ell corner, S. 71° 47' 02" E. 30.00 feet to a ½" iron rod with cap set for an ell corner;

Thence continuing with the east line of this tract, S. 18° 12' 58" W. 47.17 feet to a ½" iron rod with cap set for the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 1000.00 feet, central angle for this part traversed of 01° 50' 30", arc length of 32.14 feet and whose long chord bears S. 19° 08' 13" W. 32.14 feet to a ½" iron rod with cap set for an ell corner of this tract at the north line of the extension of North Bentwood Drive and in the south line of said 43.881 acre tract;

Thence with said north line of North Bentwood Drive and south line of said 43.881 acre tract, N. 67° 52' 56" W. 30.02 feet to a ½" iron rod found for an ell corner of this tract;

Thence with the west line of said North Bentwood Drive with a curve to the right, having a radius of 970.00 feet, central angle of 14° 05' 18", arc length of 238.51 feet and whose long chord bears S. 27° 02' 17" W. 237.91 feet to a ½" iron rod found for the east southeast corner of this tract and the northeast corner of Block 53, Bentwood Country Club Estates, Section 24, as per plat of record in Cabinet F, Slide 41 & 42, Plat Records of Tom Green County, Texas;

Thence with a southerly line of this tract and northerly line of said Block 53 as follows, N. 52° 32' 13" W. 80.18 feet to a ½" iron rod found for angle corner, N. 61° 45' 15" W. 77.30 feet to a ½" iron rod found for angle corner, N. 70° 48' 09" W. 77.30 feet to a ½" iron rod found for angle corner, N. 79° 07' 43" W. 72.91 feet to a ½" iron rod found for angle corner, N. 83° 19' 57" W. 62.78 feet to a ½" iron rod found for angle corner, N. 86° 35' 48" W. 67.78 feet to a ½" iron rod found for angle corner, N. 89° 51' 38" W. 67.78 feet to a ½" iron rod found for angle corner, S. 86° 52' 31" W. 67.78 feet to a ½" iron rod found for angle corner, S. 83° 36' 41" W. 67.78 feet to a ½" iron rod found for angle corner, S. 80° 20' 50" W. 67.78 feet to a ½" iron rod found for angle corner, S. 77° 05' 00" W. 67.78 feet to a ½" iron rod found for angle corner, S. 73° 38' 10" W. 75.38 feet to a ½" iron rod found for angle corner, northwest corner of Block 53, and northeast corner of Silver Creek Pass, S. 70° 37' 02" W. 50.00 feet to a ½" iron rod found for angle corner, northeast corner of Block 52 of said Section 24 and northwest corner of said Silver Creek Pass, S. 67° 38' 33" W. 73.55 feet to a fence corner for angle corner, S. 64° 18' 07" W. 65.20 feet to a ½" iron rod found for angle corner, S. 61° 09' 45" W. 65.20 feet to a fence corner for angle corner, S. 58° 01' 23" W. 65.20 feet to a ½" iron rod found for angle corner, S. 54° 53' 01" W. 65.20 feet to a ½" iron rod found for angle corner, S. 51° 44' 38" W. 65.20 feet to a ½" iron rod found for angle corner, S. 48° 36' 16" W. 65.20 feet to a fence corner for angle corner, S. 45° 27' 54" W. 65.20 feet to a fence corner for angle corner, S. 42° 19' 32" W. 65.20 feet to a ½" iron rod found for angle corner, S. 39° 11' 10" W. 65.20 feet to a ½" iron rod found for angle corner, S. 36° 02' 47" W. 65.20 feet to a fence corner for angle corner, S. 32° 53' 04" W. 66.13 feet to a ½" iron rod found for south southeast corner of this tract and west or southwest corner of said Block 52 and in the north line of Montenero Pass;

Thence with the south or southwest line of this tract and north line of said Montenero Pass, N. 56° 12' 30" W. at 30.02 feet pass the northeast corner of a certain 0.195 acre tract described and recorded in Instrument No. 561086, Official Public Records of Real Property of Tom Green County, Texas, at 199.57 feet pass the northwest corner of said 0.195 acre tract and north northeast corner of Lot 1, Block 31, Bentwood Country Club Estates, Section Thirty-One as per plat of record in Volume 4, Page 241, Plat Records of Tom Green County, Texas, in all a total distance of 535.82 feet to a ½" iron rod found for the southwest corner of this tract, the northwest corner of said Section Thirty-One and in the west line of said 109.151 acre tract and in the east line of said Texas Pacifico Railroad;

Thence with the west line of this tract, said 109.151 acre tract and the east line of said Texas Pacifico Railroad, N. 43° 34' 43" E. 1438.38 feet to the place of beginning and containing an area of 29.058 acres of land.

**CERTIFIED FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Elizabeth McGill*

Elizabeth McGill, County Clerk

Tom Green County TEXAS

May 20, 2013 02:47:08 PM

FEE: \$52.00

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