

BENT CREEK

BY

HILLCREST DEVELOPMENT FUND NO. II, LTD.INSTRUMENT: 27.00 DEED
S162 0 103/08/84

FILED FOR RECORD:

RECORDED: Vol. , PG. DECLARATION OF
DEED RESTRICTIONS

BENT CREEK

AN ADDITION TO THE CITY OF CEDAR HILL, TEXASTHE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THAT HILLCREST DEVELOPMENT FUND NO. II, LTD., being the owner of BENT CREEK, an addition to the City of Cedar Hill, Texas, sometimes hereinafter referred to as the "Developer," does hereby restrict the lots in said addition as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of said lots and his or their heirs, assigns, successors and administrators, to-wit:

1. All of the lots in said addition shall be residential lots and there shall not be erected upon any one residential lot more than one single-family private residence which shall in no event exceed two stories in height and necessary outbuildings and said premises shall be used for private residential purposes only and occupied by one family only.
2. No old, used, existing building or structure of any kind and no part of an old, used, existing building or structure shall be moved onto, placed on, or permitted to remain on any lot for residential use.
3. No building shall be erected, placed or altered on any lot in this addition until the building plans, the materials to be used in the exterior construction of the building and the specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of the external design with existing structures in the addition and as to the location of the building with respect to topography and finished ground elevation by an Architectural

Control Committee composed of John Bass and Elizabeth Long or a representative or representatives designated by them. In the event of the death or resignation of a member of said committee, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event of the death or resignation of both John Bass and Elizabeth Long and of all representatives appointed by them, the approval process may be continued provided that within 120 days of the death or resignation of the last committee member or representative a written instrument shall be executed by the then record owners of a majority of the lots in this addition and duly recorded, appointing a representative, or representatives, who shall thereafter perform such power or powers as previously performed by said John Bass and Elizabeth Long or their designated representatives. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of the building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Neither the members of such committee or its designated representatives shall be held financially or otherwise responsible or liable for any acts exercised hereunder or for the failure to exercise acts set out herein. The powers and duties of such committee and its designated representative shall cease on and after January 1, 2004. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this addition and duly recorded, appointing a representative, or representatives, who shall thereafter perform such power or powers as previously performed by said committee.

4. No fence shall be permitted to extend nearer to the street than the minimum setback line as shown on the recorded plat. Fences shall be of new material only.

5. No houses with attached garages will be permitted to have garage doors facing the street.
6. No building shall be erected nearer to the front lot line or nearer to the said street than the building setback lines shown on the recorded plat. No building shall be located nearer than five feet to the side property line of a lot. In no case shall the main structure be located nearer than ten feet from the main structure on the adjoining lot. No building may be built in any easement.
7. No outbuilding erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any trailer, mobile home, tent, or shack be placed on any lot, nor shall any residence of a temporary character be permitted.
8. The minimum ground floor area of the main structure, exclusive of all porches, garages, terraces and breezeways, shall be as follows:

Lots Block

1-10	2	1-story structure	1-1/2 or 2-story structure - 1800 sq. ft. on ground floor and a total of 2600 sq. ft.
13-16	1	2400 sq. ft.	
1-12	1	1-story structure	1-1/2 or 2-story structure - 1600 sq. ft. on ground floor and a total of 2400 sq. ft.
1-4	4	2200 sq. ft.	
11-20	2		
5-25	4	1-story structure	1-1/2 or 2-story structure - 1400 sq. ft. on ground floor and a total of 2200 sq. ft.
21-23	2	2000 sq. ft.	
7-8	3		
1-6	3	1-story structure	1-1/2 or 2-story structure - 1400 sq. ft. on ground floor and a total of 2200 sq. ft.
9-15	3	1800 sq. ft.	

9. No dwelling shall be erected on said property which shall be constructed of material other than brick, stone, brick veneer or stone veneer or other masonry materials, unless the above-named materials constitute at least 65% of the total outside wall area below the top of windows and doors. The buildings shall be constructed of a compatible material, as approved by the Architectural Control Committee. Exterior wall material, exclusive of the required masonry area, shall be of standard construction material selected and designed to add to the architectural appearance of the building.

10. No composition, asphalt or fiberglass shingles less than 300 lbs. per square will be permitted on any roof in said addition.

11. All residences or other buildings shall be completed within two years from the start of construction. All buildings which may be placed or constructed in this addition, with the exception of the portions thereof constructed of brick or stone, shall be painted or process-painted as to exterior within six months of the date said buildings are completed.

12. No noxious or offensive trade or activity shall be carried on upon any lot or common area nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

13. Easements are reserved as shown on the recorded plat of said addition, reference to which is hereby made for all purposes.

14. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: (1) One real estate sign of not more than five square feet, advertising the property for sale or for lease; (2) One professional sign of not more than one square foot; (3) One sign used by a builder to advertise the property during the construction and sale period.

15. Other than for an incidental office or studio occupancy within the residence on said property of not more than one room of the principal residence, no business or commercial pursuit shall be permitted on the premises and no advertising or signs shall be displayed in conjunction with same except as otherwise stated herein.

16. No animals, livestock or poultry of any kind shall be raised or kept on any lot with the exception that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.
17. No lot shall be used or maintained for dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of rubbish, trash, or other waste shall be kept in a clean and sanitary condition.
18. No property owner who owns lots adjacent to a common area shall be allowed to perform any activity on his property which inhibits other property owners use of the common area. No property owner may fence in any part of a common area.
19. Each lot owner shall be a member of the Bent Creek Property Owners' Association, a non-profit corporation to be formed pursuant to the laws of the State of Texas, and upon the purchase of a lot in said addition, the owner thereof shall be conclusively presumed to have affirmatively agreed to join and participate in the Bent Creek Property Owners' Association, and to pay all annual and special assessments, and to comply with all covenants and conditions, and such participation in the Association shall be a covenant running with the land and binding upon the heirs, successors and assigns of said owner.
20. Each property owner shall own one share in the Association for each lot owned in the addition; provided, however, that in the event a lot in such addition shall be owned by more than one person, the membership rights held by the entire ownership of such lot shall constitute only one membership in the Association and each such fractional owner shall own and be entitled to vote only the fractional membership interest owned by said person.
21. The Bent Creek Property Owners' Association shall own and maintain the common areas of the addition for the benefit of the property owners and shall have the power and authority to establish rules and regulations regarding the use of the common areas and shall have the power and authority to enforce the rules and regulations by all reasonable means. Said common areas are more fully described in the documents attached hereto marked as Exhibit "A" and incorporated by reference herein.

22. The Bent Creek Property Owners' Association shall also maintain the planting easements at either side of Balfour Drive as specifically described in Exhibit "A" attached hereto.
23. A property owner's share(s) in the Association may not be transferred or conveyed separately from the lot(s) relating thereto.
24. The Bent Creek Property Owners' Association shall have the right to charge each property owner (improved or unimproved) for maintenance fees and other assessments upon a pro rata, by-lot basis for actual expenses and reasonable administrative expenses incurred in maintaining, care for and improving the common areas, the planting easements and other areas over which the Association may exercise control, including securing liability insurance in an amount which is deemed reasonable to protect said Association from claims which may result from the use and enjoyment of the common areas of the addition. Said assessments shall constitute a lien upon said property if not paid within 45 days of the due date. Such assessments are to be fixed, established and collected from time to time as set forth in the Bylaws of the Association. The annual and special assessments, together with such interest thereon and cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.
25. The Bent Creek Property Owners' Association shall also have the right to charge each property owner assessments as deemed necessary by the Association to meet the primary purposes of the Association, which purposes are to promote the health, safety and welfare of the residents in the addition and in particular to improve and maintain the property and facilities of the common areas and, to this end, the Association may assess fees for the establishment and maintenance of a reserve for repair, maintenance, insurance and other charges as deemed necessary to promote these purposes. Said assessments shall constitute a lien upon the property to which the assessment applies if not paid within 45 days of the due date.
26. The Bent Creek Property Owners' Association may levy reasonable assessment charges against the owner of a lot (improved or unimproved) for maintenance and care if after ten days' written notice by personal delivery or by mail the owner has failed to remedy any nuisance or eyesore (e.g., mowing) and the Bent Creek Property

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Owners' Association undertakes to correct such nuisance or eyesore. (By purchasing a lot, the owner shall be conclusively presumed to have granted to the Bent Creek Property Owners' Association the right to come onto the lot for the purposes previously stated in this paragraph.) Said assessment shall constitute a lien upon said property if not paid within 45 days of the due date. The Association shall maintain records of delinquent assessments or liens.

27. Each lot owner, by his acceptance of a deed to a lot, hereby expressly vests in the Bent Creek Property Owners' Association, or its agents, the right and power to bring all actions against said owner personally for the collection of assessments levied in accordance with the restrictions set forth herein and to enforce any liens which result from nonpayment by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as foreclosure of a mortgage or deed of trust lien on real property, and said owner hereby expressly grants to the Association a power of sale in connection with said lien.
28. Any lien provided for herein shall be in favor of the Bent Creek Property Owners' Association and shall be for the benefit of all other lot owners. The Association, acting on behalf of the lot owners, shall have the power to bid in on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.
29. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or by abandonment of his lot.
30. The Developer, Hillcrest Development Fund No. II, Ltd., agrees to maintain the common areas and the aforementioned planting easements until January 1, 1985, in order to allow the Bent Creek Property Owners' Association time to organize and to begin collecting and assessing the fees authorized hereunder. After January 1, 1985, the Developer will have no responsibility for the maintenance and care of said areas.
31. All lots purchased by builders for the purpose of resale and all lots owned by the Developer (Hillcrest Development Fund No. II, Ltd.) shall be exempt from the payment of any fees or assessments to be established and charged by the Bent Creek Property Owners' Association; provided, however, that the exemption shall apply to a builder who purchases property for resale for a period of six months after the date of purchase only. Thereafter, said builder shall be responsible for the same fees and assessments as other lot owners.

32. With regard to Lot 1 of Block 1; Lots 1, 7, 8 and 25 of Block 4; and Lot 23 of Block 2, the following restrictions shall apply:

- a. Each owner, by purchasing one of the above-referenced lots, affirmatively assents to the building of a fence thereon by the developer or to allowing the fence previously constructed thereon to remain on the lot along the perimeter of the lot bordering Pleasant Run Road and further agrees that said fence, which has been or will be constructed by the developer, will not be removed, destroyed, altered or painted by the owner of each respective lot unless such removal, destruction, alteration or painting shall have been previously authorized and approved in writing by the Bent Creek Property Owners' Association.
- b. The owner of each of said lots shall be responsible for maintaining said fence and shall do so in accordance with the directives of the Bent Creek Property Owners' Association.
- c. No additional fence shall be installed or constructed on either side of said fence unless the installation of the additional fence is approved by the Bent Creek Property Owners' Association, which approval shall be granted only if the additional fence will not seriously detract from the uniform appearance of the addition as a whole.
- d. The planting of trees, shrubbery and other greenery along the fence line shall be encouraged and no approval shall be required for the planting of same.
- e. If an owner fails to maintain his section of said fence in a satisfactory manner or fails to comply with the other provisions set forth in this section, then the Bent Creek Property Owners' Association may take whatever action it deems appropriate, including, but not limited to, maintaining said fence or removing a fence built contrary to the terms of these restrictions. All costs incurred by the Association in maintaining said fence, in removing a fence built contrary to the terms of these restrictions, or in otherwise enforcing the terms of this section (Section 32) shall be borne by the owner of the lot and shall be paid by the owner to the Association. Said costs shall constitute a lien upon the property to which the costs apply if not paid within 45 days of the date payment is due.

33. These covenants are to run with the land and shall be binding upon all owners of lots and other real property in said addition and all other parties and persons claiming under them, their heirs or assigns, until January 1, 2004, after which time said covenants shall be automatically extended for successive periods of ten years, unless, by a vote held the year 2003 or during the last year of any successive ten-year period, the majority of the then owners of the lots located in said addition vote to change these covenants in whole or in part.
34. If the owner of any lot in said addition or other person or entity shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or entity (including the Bent Creek Property Owners' Association) owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenant and either to prevent him, it, or them from so doing or to recover damages for such violation.
35. Invalidation of any one of these covenants by a judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Executed this 6th day of March, 1984.

HILLCREST DEVELOPMENT FUND NO. II, LTD.

By 
John Bass, General Partner

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN BASS, General Partner of HILLCREST DEVELOPMENT FUND NO. II, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as General Partner for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of March, 1984.

My Commission Expires:

March 31, 1985


-9- Notary Public in and for
Dallas County, Texas

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BENT CREEK - 83067
HOMEOWNERS ASSOCIATION PARCELS

CENTER ISLAND @ BALFOUR DRIVE ENTRANCE:

COMMENCING at a point designated as station 0 + 54.00 of Balfour Drive according to the construction plans prepared by Starnes & Associates;

THENCE S 89°34'00" W, 3.50 feet to a point on the back of curb being a point of tangency and the POINT OF BEGINNING;

THENCE N 00°26'00" W, 161.95 feet along said curb line to a point of curvature of a circular curve concave to the East having a radius of 50.0 feet and a central angle of 13°37'32";

THENCE along said curve in a Northerly direction to a point of compound curvature of a circular curve concave to the South having a radius of 2.0 feet and a central angle of 152°44'56";

THENCE along said curve to another point of compound curvature of a curve concave to the West having a radius of 50.0 feet and a central angle of 13°37'32";

THENCE along said curve to a point of tangency;

THENCE S 00°26'00" E, 161.95 feet along the back of curb line to a point of curvature of a circular curve concave to the North having a radius of 3.50 feet and a central angle of 180°00'00";

THENCE along said curve to a point of tangency which is also the POINT OF BEGINNING, containing 1231 square feet or 0.0283 acres.

CENTER ISLAND AT INTERSECTION OF
NATCHEZ DRIVE WITH NOTTINGHAM DRIVE:

COMMENCING at a point designated as station 0 + 27.50 on Natchez Dr. according to construction plans prepared by Starnes & Associates;

THENCE N 24°34'00" W, a distance of 8.39 feet to a POINT OF BEGINNING; said point being on a curve which is concave Southward with a radius of 15.0 feet and a central angle of 48°36'33";

THENCE along said curve to a point of compound curvature of a curve which is concave Westward with a radius of 5.0 feet and central angle of 82°46'54";

THENCE along said curve to a point of compound curvature of a curve which is concave Northward with a radius of 15.0 feet and a central angle of 97°13'06";

THENCE along said curve to a point of compound curvature of a curve which is concave Eastward with a radius of 5.0 feet and a central angle of 82°46'54";

THENCE along said curve to a point of compound curvature of a curve which is concave Southward with a radius of 15.0 feet and a central angle of 48°36'33" to the POINT OF BEGINNING, containing 319 square feet of 0.0073 acres.

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CENTER ISLAND AT HORSESHOE COURT:

COMMENCING at a point designated as station 12 + 06.56 on Balfour Drive;
THENCE traverse N 45°00'00" W , a distance of 50.0 feet to a point;
THENCE S 45°00'00" W, a distance of 13.5 feet to the POINT OF BEGINNING,
said point being on a curve which is concave Southeasterly with a radius
of 13.5 feet and a central angle of 180°00'00";
THENCE along said curve to a point of tangency;
THENCE S 45°00'00" E, a distance of 21.50 feet to a point of curvature
of a curve concave to the Northwest with a radius of 13.5 feet and a
central angle of 180°00'00";
THENCE along said curve to a point of tangency;
THENCE N 45°00'00" W, a distance of 21.50 feet to the POINT OF BEGINNING,
containing 1153.10 square feet or 0.0265 acres.

CENTER ISLAND WITHIN CANTERBURY COURT:

COMMENCING at a point designated as station 4 + 88.21 on Canterbury Court;

THENCE, traversing radially a distance of 13.5 feet to the POINT OF BEGINNING, said point being on a curve with a radius of 13.5 feet and a central angle of 360°00'00"; containing 572.6 square feet or 0.01314 acres.

PARK AREA AT NORTH END OF PROPERTY:

BEGINNING at a point which is the Northern most corner of Lot 1, Block 2 in Bent Creek Subdivision;

THENCE N 31°39'51" E, 236.13 feet to a point in the crown of an existing dam;

THENCE S 78°19'40" E, 195.95 feet to a point in Bentle Brach Creek;

THENCE S 61°00'12" W, 133.57 feet along the meanders of said creek to a point;

THENCE S 16°51'22" E, 177.19 feet to a point;

THENCE S 69°37'31" W, 93.61 feet to a point;

THENCE S 35°08'45" E, 72.59 feet to a point;

THENCE S 21°04'57" E, 146.40 feet to a point;

THENCE N 84°20'54" W, 108.84 feet to a point on a curve, said curve being the R.O.W. line of Bent Creek Court, and having a radius of 50.0 feet, and a central angle of 34°54'58";

THENCE along said curve to a point for a corner;

THENCE N 19°29'24" E, 120.00 feet to a point;

THENCE N 33°45'00" W, 178.40 feet to the POINT OF BEGINNING, containing 66,840 square feet or 1.534 acres.

EXHIBIT "A"

Page 3 of 5

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HOMEOWNER ASSOCIATION
PARCEL DESCRIPTIONS
TOTALS

<u>DESCRIPTION</u>	<u>SQ. FT.</u>	<u>ACRES</u>
- Center Island at Balfour Dr. Entrance	1231	0.0283
- Center Island at Natchez Dr. and Nottingham Dr.	319	0.0073
- Center Island at Canterbury Court	572.6	0.0131
- Center Island at Horseshoe Court	1153.1	0.0265
- Park Area	66840	1.534
Sub-Total	70115.7	1.6092
- Parcels A & B at Balfour entrance	1400.0	0.0321
Total:	71515.7	1.6413

PLANTING EASEMENTS
AT EITHER SIDE OF BALFOUR DRIVE

Parcel A

COMMENCING at a point designated as station 0+50 of Balfour Drive according to the construction plans prepared by Starnes & Associates;
THENCE S 89° 34' 00" W, 40.0 feet to a POINT OF BEGINNING;
THENCE S 89° 34' 00" W, 40.0 feet;
THENCE N 00° 26' 00" W, 10.0 feet;
THENCE N 89° 34' 00" E, 30.0 feet;
THENCE N 00° 26' 00" W, 30.0 feet;
THENCE N 89° 34' 00" E, 10.0 feet;
THENCE S 00° 26' 00" E, 40.0 feet to the POINT OF BEGINNING, containing 700 square feet or 0.0161 acres.

Parcel B

COMMENCING at a point designated as station 0+50 of Balfour Drive according to the construction plans prepared by Starnes & Associates;
THENCE N 89° 34' 00" E, 40.0 feet to a POINT OF BEGINNING;
THENCE N 00° 26' 00" W, 40.0 feet;
THENCE N 89° 34' 00" E, 10.0 feet;
THENCE S 00° 26' 00" W, 30.0 feet;
THENCE N 89° 34' 00" E, 30.0 feet;
THENCE S 00° 26' 00" W, 10.0 feet;
THENCE S 89° 34' 00" W, 40.0 feet to the POINT OF BEGINNING, containing 700 square feet or 0.0161 acres.

FILED

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STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named recorder
of Dallas County, Texas as stamped herein by me.

MAR 8 1984

Carl Ballou
COUNTY CLERK, Dallas County, Texas

Carl Ballou
COUNTY CLERK, Dallas County, Texas

Beneficiary's Address & Return To:

Cedar Hill, Texas 75104
P.O. Box 1140
Hillcrest Development Fund No. II, LTD.

84048 3256

DEED RECORD

That I, Jimmy W. Pogue & Phillip D. Wood of the County of Dallas, and State of Texas, in consideration of allowance for 1/2 of the cost of taps and connection fees on sewer & water line when needed ~~on my property~~, in consideration of the special benefits to be derived by my property, have granted and conveyed unto the City of Cedar Hill, a municipal corporation, and by these presents do grant and convey unto the City of Cedar Hill, a municipal corporation, a right-of-way under, in and along the hereinafter described property for the purpose of constructing and maintaining a city storm sewer main or mains said property described as follows, to-wit:

NOTE: The above reference to "my property" is in reference to 81.22 Acres CONVEYED to Jimmy W. Pogue & P.D. Wood by DOROTHY HILL August 24, 1978 by DEED RECEIVED IN

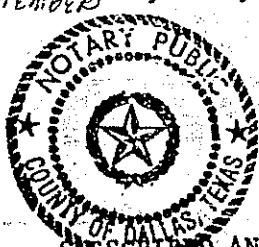
Attached: THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

There is also granted to the City of Cedar Hill, its successors or assigns, any and all temporary working space on grantor's property abutting the herein easement strips which may be necessary for the construction and maintenance of said sanitary sewer main or mains and appurtenances.

There is also granted unto the City of Cedar Hill the right to go upon the grantor's abutting property for the purpose of installing, maintaining and operating sewer laterals, cleanouts and other appurtenances which are to be located outside the hereinabove described easements, the location of which shall determine the description of such additional easements herein granted.

To have and to hold the above described property unto the City of Cedar Hill for the purposes hereinbefore provided, and said City of Cedar Hill shall have the right to go upon the same for the purpose of repairing said sanitary sewer main or mains. That all expenses in the construction and maintenance of said sanitary sewer main or mains shall be at the expense of the said City of Cedar Hill and in the construction of said sanitary sewer main or mains should said City of Cedar Hill find it needful to remove any improvements now on above described property that such removal and the replacing of same shall be wholly at the cost of said City of Cedar Hill. Nothing in this easement shall be construed as a waiver by the City of Cedar Hill of any ~~no-rates~~ charge, ~~no charges for improvements~~, ~~on the character of the property~~.

In Testimony Whereof, witness our hands this the 1st day of September, A.D., 1978.



APPROVED

SUBSCRIBED AND SWORN TO BEFORE ME this the 1st

day of September, 1978.

APPROVED AS TO ENGINEERING

Michael S. Cox
Notary Public in and for Dallas
County, Texas.

PAGE

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9-13-78

L.E. Murdoch
FILED
COUNTY CLERK
DALLAS COUNTY

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CEDAR HILL, TEXAS 75104
P.O. BOX 95
City of Cedar Hill

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed in the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

SEP 13 1978



L.E. Murdoch
COUNTY CLERK, Dallas County, Texas

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