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AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
BALMORAL AT BRIDLEWOOD

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT WHEREAS, Bridlewood Ltd., a Texas limited partnership, is the owner of the Property (hereinafter defined); and

WHEREAS, the Declarant (hereinafter defined) has subjected the Property to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Bridlewood, recorded as Document Number 96-R0080148 in the Real Property Records of Denton County, Texas [hereinafter, the "Master Declaration", such term including (i) that certain First Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Bridlewood and (ii) any future amendments, modifications, or supplements to the Master Declaration]; and

WHEREAS, the Declarant intends to convey individual Lots (hereinafter defined), out of the Property, subject to the Master Declaration and further subject to certain protective covenants, conditions, restrictions, liens or charges (collectively, the "Supplemental Covenants") as set forth in this Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions, Balmoral at Bridlewood (the "Supplemental Declaration"), which Supplemental Declaration amends and restates in full, and is to be used in replacement of, that Supplemental Declaration of Covenants, Conditions and Restrictions, Balmoral at Bridlewood, recorded as Document Number 98-R0072121 in the Real Property Records of Denton County, Texas (the "Prior Supplemental Declaration"), each and all of which is and are for the benefit of Declarant, the Property and each Owner (hereinafter defined).

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold and conveyed subject to the Master Declaration, which is incorporated herein by reference as if fully set forth herein, and the following Supplemental Covenants which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which Master Declaration and Supplemental Covenants of this Supplemental Declaration shall inure to the benefit of the Declarant and each Owner of the Property.

ARTICLE I: DEFINITIONS

1.1 "Committee" shall mean and refer to the Architectural Review Committee for Bridlewood as established by the Master Declaration.

1.2 "Declarant" shall mean and refer to Bridlewood, Ltd., a Texas limited partnership, its successors and assigns and any personal representative of it who has been designated as such in

writing by Declarant who succeeds to the interest of the Partnership. Additionally, Declarant may, by written instrument, assign all or any portion of its rights hereunder to an assignee who agrees in writing to assume the obligations of Declarant hereunder contemporaneously with such assignment.

1.3 "Lot" shall mean and refer to that portion of the Property consisting of any of the plots of land shown upon the plat and subdivision map of Balmoral at Bridlewood, an Addition to the Town of Flower Mound, Denton County, Texas as in the Plat Records of Denton County, Texas, on which there is built or is intended to be built a Residence, and shall not include any area dedicated to the Bridlewood Homeowner's Association pursuant to the plat.

1.4 "Golf Course Lot" shall mean and refer to any Lot having any portion of its property line adjacent to any portion of the Bridlewood Golf Course, including the clubhouse area.

1.5 "Owner" shall mean and refer to the record owner, and such owner's heirs, successors and assigns, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot located on the Property on which there is or will be built a Residence, including Contract Sellers, but excluding the Declarant and further excluding those having such interest merely as security for the performance of an obligation.

1.6 "Property" shall mean and refer to that certain residential subdivision known as Balmoral at Bridlewood located in the Town of Flower Mound, Denton County, Texas, described in Exhibit "A" hereto and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction hereof.

1.7 "Residence" shall mean and refer to any single family residential dwelling situated upon any Lot.

1.8 "Balmoral" shall mean and refer to the residential subdivision so designated on the recorded plat of the Property.

Any other capitalized term used herein and not otherwise defined shall have the meaning given to it in the Master Declaration.

ARTICLE II: CONSTRUCTION AND USE REQUIREMENTS

2.1 **LAND USE AND BUILDING TYPE.** No Lot shall be used except for construction and occupancy of a Residence as a single family dwelling in compliance with the zoning regulations of the Town of Flower Mound governing single family use. No building shall be placed or permitted to remain on any Lot except new construction and then only after approval of the Committee, provided, however, the Declarant shall be exempt from the control and jurisdiction of the Committee.

2.2 RESIDENCE SIZE. The floor area of the main residential structure on any Lot, exclusive of garages and open porches, shall be not less than 3,500 square feet.

2.3 , PROPERTY MAINTENANCE. During construction the site shall be kept clean and free of trash or debris. No brush or tree limbs shall be pushed onto adjacent Lots. A trash container shall be placed on each Residence construction site to handle lightweight materials, packaging, and other debris which might blow onto other Lots or Common Areas. Builders shall cause each Residence site under construction to be cleared of trash on a regular basis, not less than weekly. Builders violating these requirements may be subject to fees or fines established and enforced by the Association.

2.4 TRANSPORT VEHICLES. Trucks with tonnage in excess of three-fourths (3/4) of a ton shall not be permitted to park on the streets, driveways or Lots overnight. Pickup campers, trailer campers and boats shall be kept behind the front line of the house and not be visible from the street.

2.5 GARAGES. Each Residence shall provide garage space for at least two conventional automobiles. It is intended that entry to all garages, whether attached or detached, shall be from the side or rear (with corner Lots having rear entry garages). The Committee shall have the authority to approve, in writing, exceptions to the above rules in regard to the entry to garages.

2.6 EXTERIOR MATERIALS. Each Residence shall have at least eighty percent (80%) masonry on the first and second floor (excluding window and door surfaces). All surfaces of each Residence, whether first or second floor, that can reasonably be brick, shall be brick. All exterior chimneys shall be brick or masonry in appearance.

2.7 DRIVEWAYS AND CIRCULAR DRIVES. All driveways are to be constructed of concrete. All driveways must be completed prior to the occupancy of the Residence. All driveway material shall be aggregate concrete or any other material and shall be noted on the plans submitted to the Committee for approval.

2.8 ANTENNAE. All antennae (including radio or television transmitting or receiving) shall be installed so that no antennae are visible from the street. All satellite dish antennae larger than one meter in diameter must be approved by the Committee as to style, size and location on Lot. All satellite dish antennae, regardless of size, shall be painted and screened as required by the guidelines established by the Committee, and shall be located so as to minimize visual intrusion onto adjoining Lots, Common Areas or public streets.

2.9 CONSTRUCTION TIME LIMIT. All permitted improvements to be constructed on any Lot, including driveways, shall be completed within a period of six (6) months from the date of commencement.

2.10 EASEMENTS. Easements for installation and maintenance of utilities and drainage are reserved as shown on the plat of Balmoral at Bridlewood. Declarant and the Association may grant additional easements as permitted by the Master Declaration.

2.11 ANIMALS. No animals, horses, livestock or poultry of any kind shall be raised or kept or bred on any Lot except that dogs, cats and other standard household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

2.12 FENCES. All front, side and rear yard perimeter fencing on all Golf Course Lots (including any fence returns connecting a perimeter fence to the exterior of the Residence) shall be wrought iron and stone column fencing, and all Golf Course Lot fences that directly abut any portion of the golf course shall further comply with the golf course fence design criteria shown on Exhibit "B" attached hereto and incorporated herein. All fencing on Lots other than Golf Course Lots, including those non-Golf Course Lots which abut a Golf Course Lot along any of its side or rear property lines, shall be designed, constructed and installed in compliance with the standard residential design criteria shown on Exhibit "B-1". Side yard fences and any fence return connecting a side yard fence to the exterior facade of the Residence on any Lot may not extend closer to the street than the portion of the front facade of such Residence that is closest to the side yard property line. (If the front facade of the Residence extends closer to the street on one side of the Lot, the side yard fence on that side may be correspondingly longer.) Landscaping shall be used as a screen between adjacent Golf Course Lots as necessary. For Lots 1, 12, 13 and 22 of Block 30 of the Property, landscaping shall also be used as a screen on the outside of any fence facing any street with plant/shrub material of at least five (5) gallons and at not less than 4' intervals, plus the fence facing the street for said Lots shall be constructed of wrought iron and stone column fencing in accordance with the requirements for the Golf Course Lots shown on Exhibit "B". All proposed fencing shall be drawn on the site plan and submitted, in duplicate, to the Committee and shall be subject to the review and approval of the Committee with respect to materials, locations, height and style. No fence shall be taller than six (6) feet in height at any point. No fence shall be permitted in front of any Residence, except as the Committee may approve in writing. No golf nets or similar barriers shall be constructed, installed, placed or located on any Lot. Any variance with respect to the provisions of this Section 2.12 will be permitted only with the prior written consent of the Committee.

2.13 ROOF MATERIAL. All roof pitches shall be in excess of 8/12 and shall be composed of a composition shingle of the irregular cut like "Timberline", with no square tab allowed. Tile or other material may be in permitted, subject to review and approval by the Committee prior to commencement of construction.

2.14 MAILBOXES. All mailboxes shall be of the style approved for use by the Committee, as shown on Exhibit "C" attached hereto and incorporated herein.

2.15 PROHIBITED IMPROVEMENTS. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Lot or on the Property at any time as a dwelling unit, provided, however, that Declarant and any other person or

entity engaged in the construction may, during the construction and sales period, construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, and storage areas. Any such construction or sales facilities shall not be placed or constructed on the Property unless first reviewed and approved by the Committee.

2.16 **LANDSCAPING AND YARDS.** All front, and side and rear yards shall be served by a complete, functioning automatic sprinkler system. All front, rear and side yards shall initially be planted with grass by using sod. In addition, each builder shall install in the front yard landscaping having a value of at least \$4,000. Such landscaping shall include (i) at least three trees having a minimum caliper of three inches (3"); and (ii) shrubbery and annual flowers (including edging and bark). The outside of all fencing facing any street shall be planted with a minimum of five (5) gallon plants/shrubs material at intervals not greater than every four (4) feet along the entire fence. In addition to the foregoing requirements, the rear yards of all Golf Course Lots shall be planted with landscaping having a minimum value of \$3,000, which shall include (i) at least two trees having a minimum caliper of three inches (3"), and (ii) all rear or side yard slab edges of Golf Course Lot Residences which are visible from the golf course property shall be screened with a variety of shrubbery. All Golf Course Lot fences directly abutting the golf course property shall be screened with shrubbery covering a minimum of thirty percent (30%) of the length of such fence. Approved varieties of landscape plants are described on Exhibit "D" attached hereto and incorporated herein. No Residence shall be delivered to any purchaser without complying with these landscaping requirements prior to closing; provided, however, on wooded Lots having sufficient mature trees to comply with the foregoing minimum tree size requirements, the Committee may grant a variance from the required new tree plantings.

2.17 **SIGNS.** No signs of any kind or character shall be allowed on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

2.18 **TRASH CONTAINERS.** All garbage, trash and recycling materials shall be placed in containers approved by the Town. No such containers may be placed in the front yard or curb area of any Residence more than twelve (12) hours prior to the scheduled pick-up. All such containers must be removed from the front yard or curb area by the Owner or other occupant of the Residence within twelve (12) hours following pick-up of their contents. All trash containers shall be stored within the garage or behind a six foot high fence so that no such container is visible from the front yard of any other Lot except during the curb pick-up times permitted by this Section 2.18.

ARTICLE III: ARCHITECTURAL REVIEW COMMITTEE

3.1 **COMMITTEE ESTABLISHED.** The Architectural Review Committee for Balmoral shall be the Architectural Review Committee established for Bridlewood by the Master Declaration.

3.2 **SCOPE OF REVIEW.** All Lots located in Balmoral and any and all Residences or other Improvements located thereon shall be subject to the architectural requirements, design

criteria, and other aesthetic standards set forth in this Supplemental Declaration or as established by the Committee with respect to the entire Bridlewood residential development or specifically for the Balmoral neighborhood.

ARTICLE IV: PROHIBITED ACTIVITIES

4.1 OIL DEVELOPMENT PROHIBITED. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed to use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

4.2 WASTE. No Lot or part of any Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any Lot except in sanitary containers not exposed to the public view, and only temporarily pending pick up, which shall be on a regularly scheduled basis, no less often than weekly. Any incinerators or other equipment used for the storage or other disposal of waste material shall be kept in a clean and sanitary condition.

4.3 STORAGE OF MATERIALS. No articles, goods or materials of any kind or character shall be kept or stored in the open or exposed to public view. All storage areas shall be placed so as to conform with any building line restrictions established by the Committee.

4.4 NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

ARTICLE V: REQUIRED ACTIVITIES

5.1 HOMEOWNERS ASSOCIATION. The Declarant and every other Owner, including any successive buyer(s) of a Lot, or Lots, shall, upon purchase of a Lot, automatically and mandatorily become a Member of the Bridlewood Homeowner's Association established by the Master Declaration (and any applicable sub-association formed by Declarant).

5.2 SAFE CONDITIONS AND COMPLIANCE WITH REGULATIONS. All Owners shall at all times keep their Lots in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations; and said Owners shall remove at their own expense any rubbish of any character whatsoever which may accumulate on their Lots. This includes the maintenance of all grassed and landscaped areas. In the event an Owner shall fail to comply with any or all of the terms of this covenant, then the Association and its agents shall have the right, privilege and license to enter upon the Lot in question without liability for any manner of trespass and make any and all corrections or improvements that may be necessary to meet the terms of this covenant and to charge such Owner the expenses incurred in doing so, including all damages, costs and attorney's fees which the Association may incur in connection therewith and in the event such Owner fails to pay all such expenses, damages, costs and fees, the Association may place a lien upon the Lot in question to secure such payment.

ARTICLE VI: GENERAL PROVISIONS

6.1 ENFORCEMENT. The Declarant, the Association, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Supplemental Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2 SEVERABILITY. Invalidation of any one of these covenants, conditions or 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.

6.3 DURATION AND AMENDMENT. The covenants, conditions and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Declarant or the Owner of any Lot subject to this Supplemental Declaration, and their respective legal representatives, heirs, successors, and assigns and shall be effective for a term of twenty-five (25) years from the date this Supplemental Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years. For so long as Declarant owns an interest in any Lot which is subject to this Supplemental Declaration, it shall have the authority to amend this Supplemental Declaration at its sole discretion, with the prior written consent of the Town. Additionally, this Supplemental Declaration may be amended or, after the expiration of the initial twenty-five (25) year term, terminated by an instrument signed by not less than eighty-seven percent (87%) of the Lot Owners in Balmoral and with the prior written consent of the Town; provided, however, no such amendment affecting any rights, privileges, powers or options of Declarant shall be effective unless Declarant joins in the adoption and execution thereof.

No amendment or termination of this Supplemental Declaration shall be effective until recorded in the records of Denton County, Texas, nor until the prior written approval of any governmental regulatory body (including the Town of Flower Mound) from which such approval is required shall have been obtained.

6.4 CONFLICTS. In the event of any conflict between the terms of this Supplemental Declaration and the terms of the Master Declaration, the terms of the Master Declaration shall control.

6.5 TERMINATION OF PRIOR SUPPLEMENTAL DECLARATION. The Prior Supplemental Declaration is hereby terminated and replaced in its entirety by this Supplemental Declaration.

[Signatures on following page.]

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, BRIDLEWOOD, LTD., acting by through the undersigned, its duly authorized agent, is the sole owner of a tract of land located in the Jesse Watkins Survey, Abstract No. 1324, Town of Flower Mound, Denton County, Texas, according to the deed recorded in County Clerks File No. 94-R0030471 of the Real Property Records of Denton County, Texas (RPPDCT) and being more particularly described as follows:

BEGINNING at a 1/2" iron pin set at an offset corner in the easterly line of Bridlewood Boulevard (120' R.O.M., County Clerks File No. RPPDCT), said point lying in a south line of Lot 5 of Golf Club at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet M, Slide 179 of the Plat Records of Denton County, Texas, from which a 1/2" iron pin set at the southwest corner of said Lot 5, bears S 57°34'43" N, 14.00 feet;

THENCE N 57°34'43" E, departing the east line of said Bridlewood Boulevard, along a south line of said Lot 5, a distance of 210.68 feet to a 1/2" iron pin set at the westerlymost southeast corner of said Lot 5;

THENCE along the southerly lines of said Lot 5 the following:

N 20°30'33" N, 347.00 feet to a 1/2" iron pin set at the point of curvature of a circular curve to the right, having a radius of 2177.25 feet;

Northwesterly, along said circular curve to the right, through a central angle of 35°36'48", an arc distance of 1353.31 feet, and having a chord that bears N 02°42'09" N, 1331.63 feet to a 1/2" iron pin set;

N 89°33'33" E, 678.24 feet to a 1/2" iron pin set;

S 00°26'27" E, 174.03 feet to a 1/2" iron pin set at the beginning of a non-tangent curve to the left having a radius that bears S 74°20'55" E, 1477.25 feet;

Southeasterly, along said circular curve to the left, through a central angle of 41°16'37", an arc distance of 1064.24 feet and having a chord that bears S 04°59'14" E, 1041.38 feet to a 1/2" iron pin set at the point of curvature of a non-tangent circular curve to the right, having a radius that bears S 28°59'55" E, 600.00 feet;

Northeasterly, along said circular curve to the right, through a central angle of 04°57'35", an arc distance of 61.94 feet and having a chord that bears N 63°28'52" E, 51.92 feet to a 1/2" iron pin set;

THENCE S 24°02'20" E, departing the south line of said Lot 5, a distance of 50.00 feet to a 1/2" iron pin set at the northerlymost corner of Lot 4 of said Golf Club at Bridlewood, said point being the point of curvature of a non-tangent circular curve to the left, having a radius that bears S 24°02'20" E, 550.00 feet;

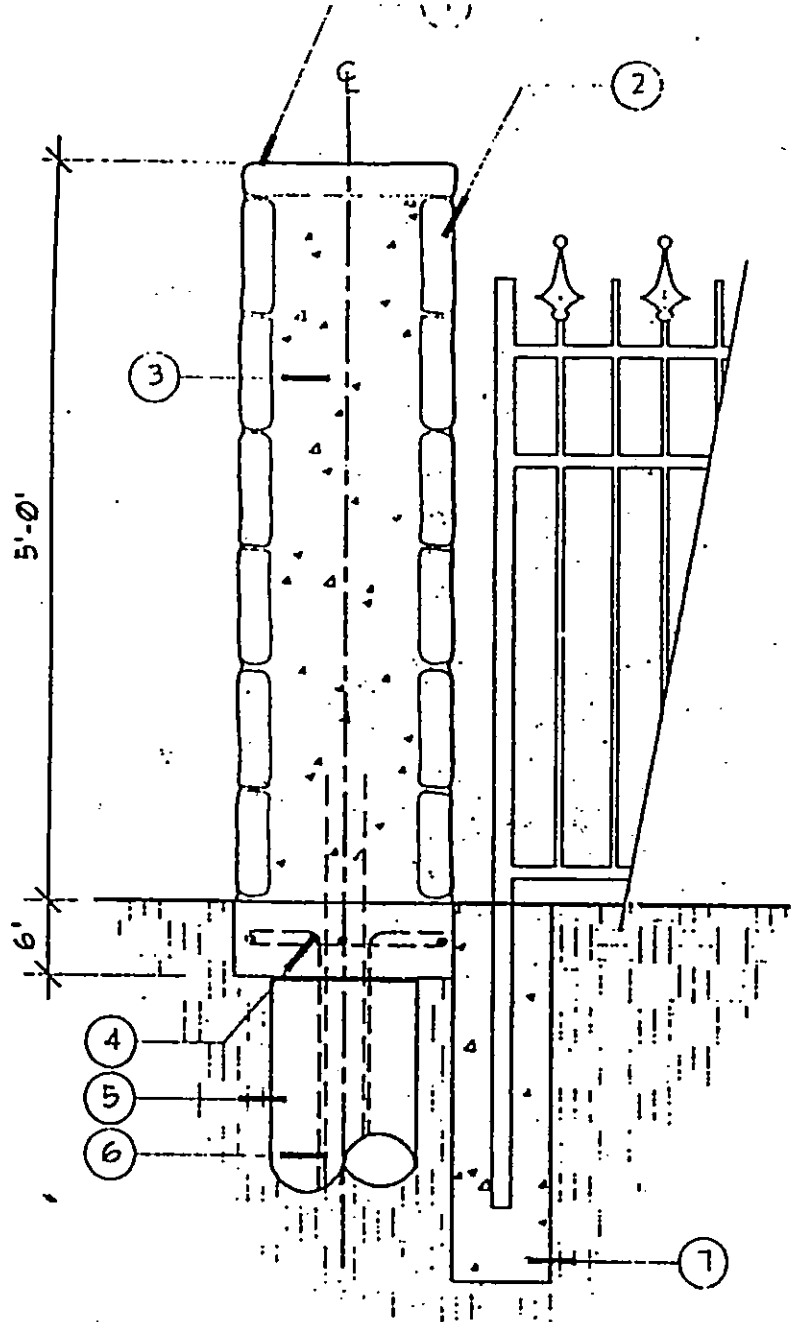
THENCE along the northerly lines of said Lot 4 the following:

Southwesterly, along said circular curve to the left, through a central angle of 25°06'39", an arc distance of 241.05 feet and having a chord that bears S 53°24'21" N, 239.12 feet to the point of reverse curvature of a circular curve to the right, having a radius of 1009.09 feet;

Southwesterly, along said circular curve to the right, through a central angle of 16°43'42", an arc distance of 294.62 feet and having a chord that bears S 49°12'52" N, 293.57 feet to a 1/2" iron pin set at the point of tangency;

S 57°34'43" N, 461.22 feet to a 1/2" iron pin set at an offset corner in the easterly line of said Bridlewood Boulevard;

THENCE N 32°25'17" N, departing the north line of said Lot 4, along an offset line in the easterly line of said Bridlewood Boulevard, 50.00 feet to the POINT of BEGINNING, and containing 1,065,326 square feet or 24.916 acres of land.



- ① WALL CAP TO MATCH FACING
- ② GRANBURY STONE WITH ASHLAR PATTERN/HIDDEN JOINT.
- ③ CONCRETE AND ROCK INFILL BEHIND STONE FACING
- ④ CONCRETE FOOTING, EXTEND #4 BARS INTO COLUMN (FOUR)
- ⑤ 12" CONCRETE PIER AT INCREMENTS SHOWN ON PLAN.
- ⑥ #4 BAR VERTICALLY 12" INTO COLUMN, EMBED 12" MIN. INTO FOOTING AND PIER
- ⑦ CONCRETE FOOTING

B

GOLF COURSE FENCE COLUMN SECTION

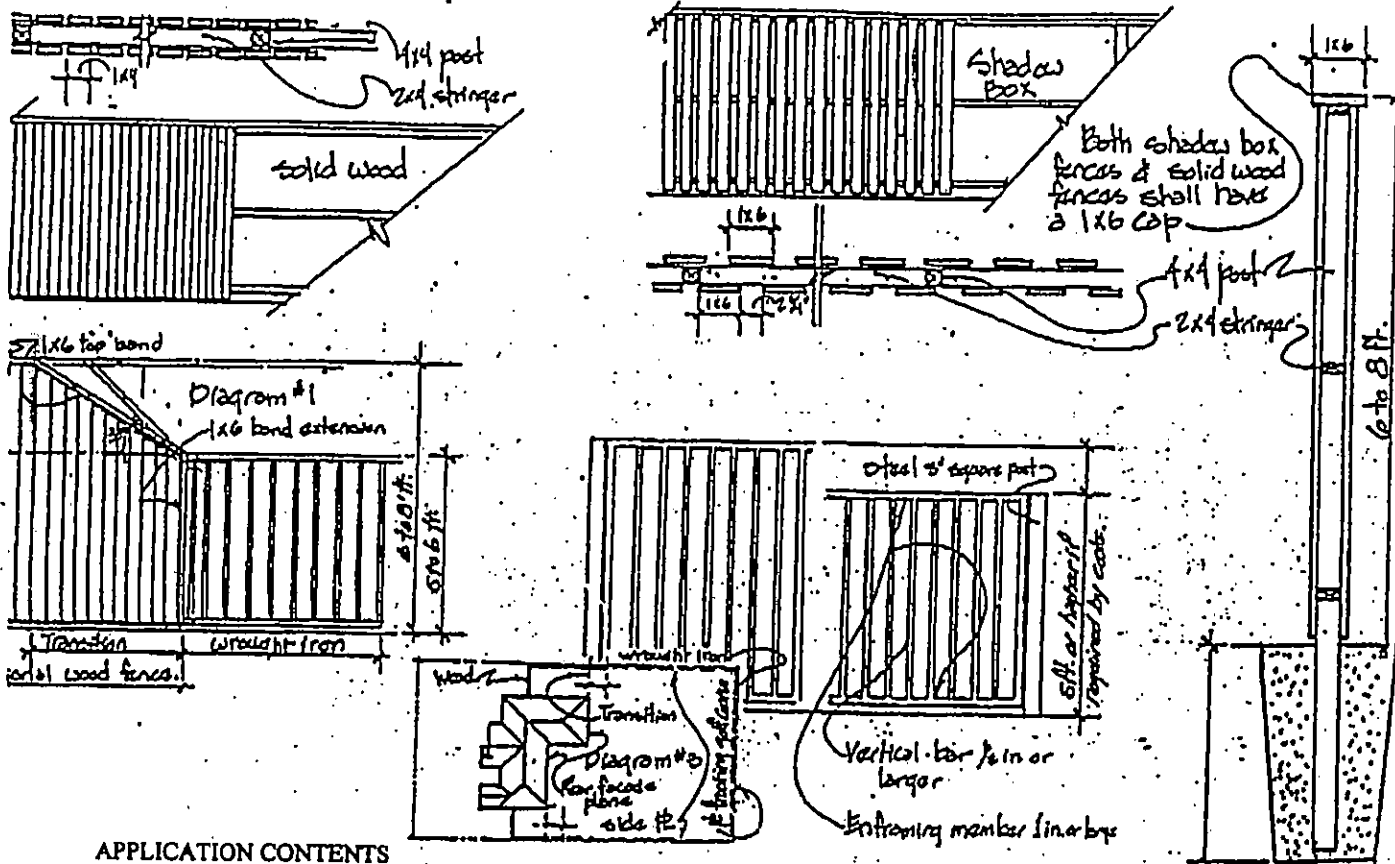
SCALE 3/4" = 1'-0"

Three types of fences are permissible at all Bridlewood neighborhoods. They are as follows:

- A.) Shadow Box - Cedar, 6'ht., 1x6 vertical pickets, 2 3/4" vertical space of separation, 4 x 4 posts and 2 x 4 stringers both concealed with the fence and 1 x 6 caps.
- B.) Solid Panel - Cedar, 6'ht., 1 x 4 vertical pickets "buted" together with "good" side facing out, posts and stringers are as mentioned above except Remington Park as follows:

Remington Park - White wood spruce, 6'ht., on treated posts, side-by-side 1 x 4 white dog-eared pickets. No cap required.

- C.) Wrought Iron - 6'ht., Hollow or solid square tubes that are 1/2" vertical pickets, 1" horizontal framing members and 3" posts.



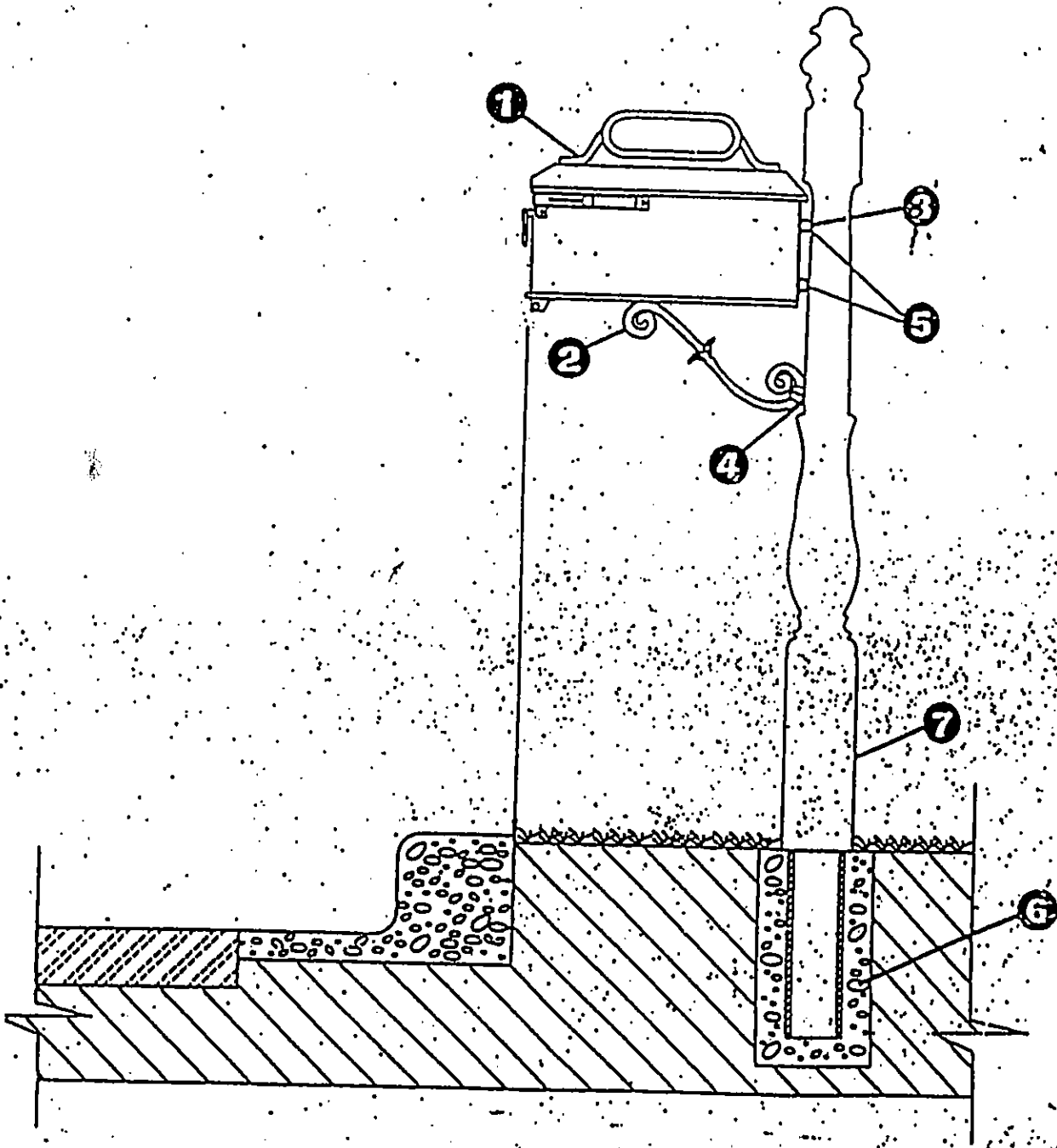
APPLICATION CONTENTS

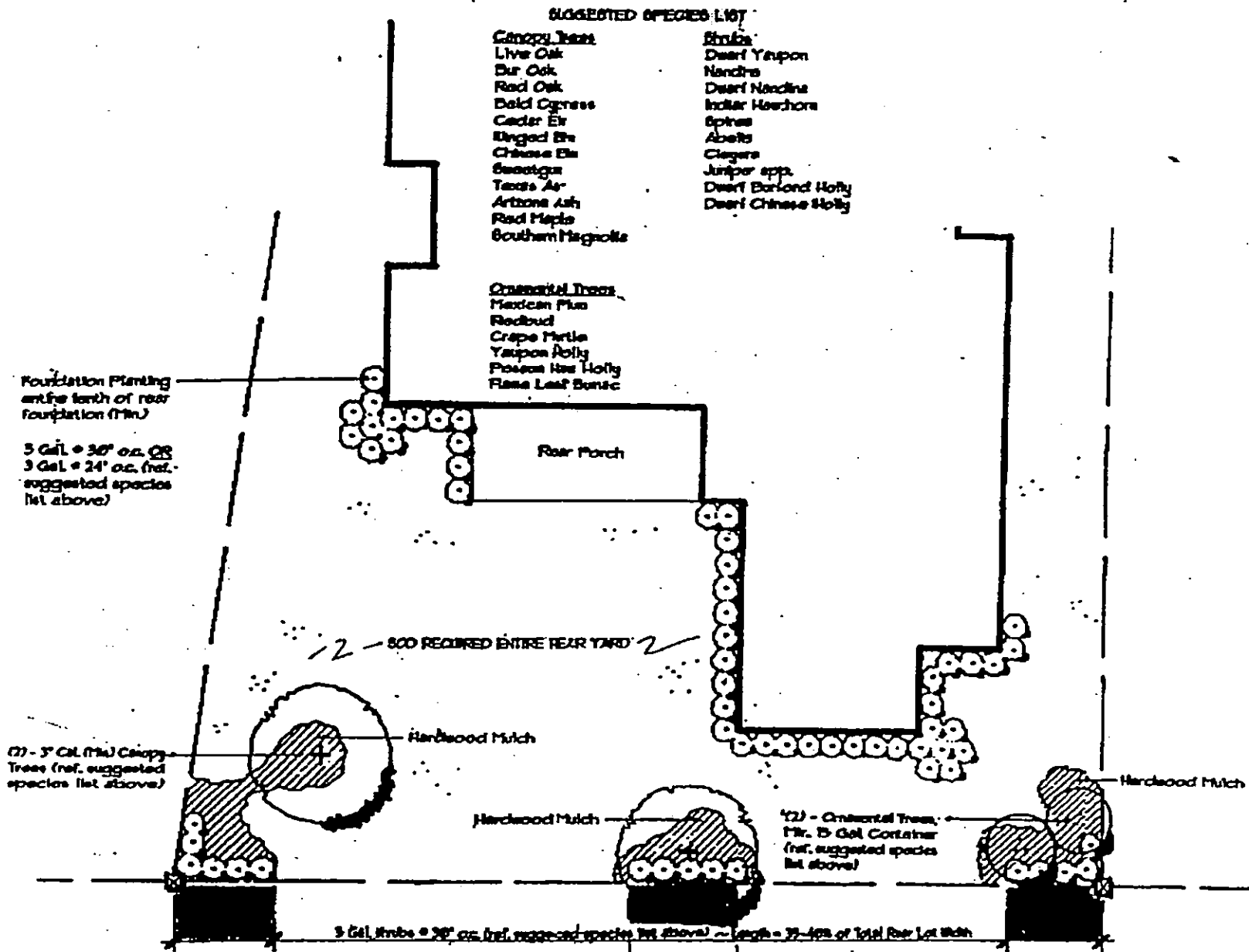
- 1.) A copy of your plat indicating the proposed fence location in relation to the existing house.
- 2.) A drawing, brochure or picture of the proposed fence.
- 3.) All fences shall be sealed with TOPS Sealant 015 for all spruce fences and TOPS Sealant 005 is required for all cedar fencing.
Listed below are the communities which need to comply with this fencing stain finish.

- | | |
|--------------------------|---------------|
| Remington Park III | Balmoral |
| Carriage Glenn II | The Reserve |
| Steeplechase II | Belmont |
| Lexington Downs I and II | Bristol Place |
| Coventry | |

- 4.) No paint is allowed
- 5.) NOTE: Chain link fences are only acceptable if they are used as a "dog run", concealed within a 6' cedar fence and are black or dark green vinyl coated. Although the following unacceptable fence materials list is not all inclusive, some unacceptable fence materials are spruce, pine, oak, wire, wire mesh, sheet metal, plastic, fiberglass, rope, bamboo and reed.

EXHIBIT "C"





GOLF COURSE LOT - Typical Planting Standard
02-6-87

4207 02051

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
BELMONT AT BRIDLEWOOD**

098104

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Bridlewood Ltd., a Texas limited partnership, is the owner of the Property (hereinafter defined); and

WHEREAS, the Declarant (hereinafter defined) has subjected the Property to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Bridlewood, recorded as Document Number 96-R0080148 in the Real Property Records of Denton County, Texas [hereinafter, the "Master Declaration", such term including (i) that certain First Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Bridlewood and (ii) any future amendments, modifications, or supplements to the Master Declaration]; and

WHEREAS, the Declarant intends to convey individual Lots (hereinafter defined), out of the Property, subject to the Master Declaration and further subject to certain protective covenants, conditions, restrictions, liens and charges (collectively, the "Supplemental Covenants") as set forth in this Supplemental Declaration of Covenants, Conditions and Restrictions, Belmont at Bridlewood (the "Supplemental Declaration"), each and all of which is and are for the benefit of Declarant, the Property and each Owner (hereinafter defined).

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold and conveyed subject to the Master Declaration, which is incorporated herein by reference as if fully set forth herein, and the following Supplemental Covenants which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which Master Declaration and Supplemental Covenants of this Supplemental Declaration shall inure to the benefit of the Declarant and each Owner of the Property.

ARTICLE I: DEFINITIONS

1.1 "Belmont at Bridlewood" shall mean and refer to the residential neighborhood so designated on the recorded plat of the Property.

1.2 "Committee" shall mean and refer to the Architectural Review Committee for Bridlewood as established in the Master Declaration.

4207 02052

1.3 "Declarant" shall mean and refer to Bridlewood Ltd., a Texas limited partnership, its successors and assigns and any personal representative of it who has been designated as such in writing by Declarant who succeeds to the interest of the Partnership. Additionally, Declarant may, by written instrument, assign all or any portion of its rights hereunder as such Declarant, to an assignee who agrees in writing to assume the obligations of Declarant hereunder contemporaneously with such assignment.

1.4 "Golf Course Lot" shall mean and refer to any Lot having any portion of its property line adjacent to any portion of the Bridlewood Golf Course, including the clubhouse area.

1.5 "Lot" shall mean and refer to that portion of the Property consisting of any of the plots of land shown upon the plat and subdivision map of Belmont at Bridlewood, an Addition to the Town of Flower Mound, Denton County, Texas as recorded in the Plat Records of Denton County, Texas, on which there is built or is intended to be built a Residence, and shall not include any area dedicated to the Bridlewood Homeowner's Association pursuant to the plat.

1.6 "Owner" shall mean and refer to the record owner, and such owner's heirs, successors and assigns, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot located on the Property on which there is or will be built a Residence, including Contract Sellers, but excluding the Declarant and further excluding those having such interest merely as security for the performance of an obligation.

1.7 "Property" shall mean and refer to that certain residential neighborhood known as Belmont at Bridlewood located in the Town of Flower Mound, Denton County, Texas, described in Exhibit "A" hereto and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction hereof.

1.8 "Residence" shall mean and refer to any single family residential dwelling situated upon any Lot.

Any other capitalized term used herein and not otherwise defined shall have the meaning given to it in the Master Declaration.

ARTICLE II: CONSTRUCTION AND USE REQUIREMENTS

2.1 **LAND USE AND BUILDING TYPE.** No Lot shall be used except for construction and occupancy of a Residence as a single family dwelling in compliance with the zoning regulations of the Town of Flower Mound governing single family use. No building shall be placed or permitted to remain on any Lot except new construction and then only after approval of the Committee, provided, however, the Declarant shall be exempt from the control and jurisdiction of the Committee.

4207 02053

2.2 RESIDENCE SIZE. The floor area of the main residential structure on any Lot, exclusive of garages and open porches, shall be not less than 2,600 square feet and not more than 3,400 square feet for all Golf Course Lots and not less than 2,000 square feet and not more than 3,000 square feet for all non-Golf Course Lots. In Belmont at Bridlewood, the Golf Course Lots are Lots 41-45 and Lots 48-55 of Block 38.

2.3 PROPERTY MAINTENANCE. During construction the site shall be kept clean and free of trash or debris. No brush or tree limbs shall be pushed onto adjacent Lots. A trash container shall be placed on each Residence construction site to handle lightweight materials, packaging, and other debris which might blow onto other Lots or Common Areas. Builders shall cause each Residence site under construction to be cleared of trash on a regular basis, not less than weekly. Builders violating these requirements may be subject to fees or fines established and enforced by the Association.

2.4 TRANSPORT VEHICLES. Trucks with tonnage in excess of three-fourths (3/4) of a ton shall not be permitted to park on the streets, driveways or Lots overnight. Pickup campers, trailer campers and boats shall be kept behind the front line of the house and not be visible from the street.

2.5 GARAGES. Each Residence shall provide garage space for at least two conventional automobiles. Entry to garages, whether attached or detached, shall generally be from the side or rear (with corner Lots having rear entry garages); provided, however, entry to garages may be from the front in Belmont at Bridlewood. The Committee shall have the authority to approve, in writing, exceptions to the above rules in regard to the entry to garages.

2.6 EXTERIOR MATERIALS. Exterior materials shall comply with all requirements of the Town of Flower Mound. Each Residence shall have at least eighty percent (80%) masonry on the first and second floor (or such greater percentage as may be required by the Town), excluding window and door surfaces. All surfaces of each Residence, whether first or second floor, that can reasonably be masonry, shall be masonry. All side or front exterior chimneys shall be brick. All other exterior chimneys shall be of appropriate materials which are acceptable in appearance to the Committee.

2.7 DRIVEWAYS AND CIRCULAR DRIVES. All driveways are to be constructed of concrete. All driveways must be completed prior to the occupancy of the Residence. Driveway material shall be noted on the plans that are submitted to the Committee for approval.

2.8 ANTENNAE. All antennae (including radio or television transmitting or receiving) shall be installed so that no antennae are visible from the street. All satellite dish antennae larger than one meter in diameter must be approved by the Committee as to style, size and location on Lot. All satellite dish antennae, regardless of size, shall be painted and screened as required by the guidelines established by the Committee, and shall be located so as to minimize visual intrusion onto adjoining Lots, Common Areas or public streets.

4207 02054

2.9 CONSTRUCTION TIME LIMIT. All permitted improvements to be constructed on any Lot, including driveways, shall be completed within a period of six (6) months from the date of commencement.

2.10 EASEMENTS. Easements for installation and maintenance of utilities and drainage are reserved as shown on the plat of Belmont at Bridlewood. Declarant and the Association may grant additional easements as permitted by the Master Declaration.

2.11 ANIMALS. No animals, horses, livestock or poultry of any kind shall be raised or kept or bred on any Lot except that dogs, cats and other standard household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

2.12 FENCES. All front, side and rear yard perimeter fencing on all Golf Course Lots (including any fence returns connecting a perimeter fence to the exterior of the Residence) shall be wrought iron fencing; provided, however, any fence abutting a non-Golf Course Lot may comply with the requirements of Exhibit "B-1" attached hereto and incorporated herein on such abutting property line. All Golf Course Lot fences that directly abut any portion of the golf course shall comply with the golf course fence design criteria shown on Exhibit "B" attached hereto and incorporated herein. All fencing on Lots other than Golf Course Lots shall be designed, constructed and installed in compliance with the standard residential design criteria shown on Exhibit "B-1". Any Lot that is not a Golf Course Lot but which abuts a Golf Course Lot along any of its side or rear property lines shall comply with the fencing requirements shown on Exhibit "B-1". Side yard fences, and any fence return connecting a side yard fence to the exterior facade of the Residence on the Lot, may not extend closer to the street than the portion of the front facade of such Residence that is closest to the side yard property line. (If the front facade of the Residence extends closer to the street on one side of the Lot, the side yard fence on that side may be correspondingly longer.) Landscaping should be used as a screen between adjacent Golf Course Lots as necessary, and as a screen on the outside of any fence facing any street with plant/shrub material of at least five (5) gallons and not less than 4' intervals. All proposed fencing shall be drawn on the site plan and submitted, in duplicate, to the Committee and shall be subject to the review and approval of the Committee with respect to materials, locations, height and style. No fence shall be taller than six (6) feet in height at any point. No fence shall be permitted in front of any Residence, except as the Committee may approve in writing. No golf nets or similar barriers shall be constructed, installed, placed or located on any Lot. Any variance with respect to the provisions of this Section 2.12 will be permitted only with the prior written consent of the Committee.

2.13 ROOF MATERIAL. All side to side roof pitches shall be a minimum of 8:12 and shall be composed of a composition shingle of the irregular cut like "Timberline", with no square tab allowed. Tile or other material may be permitted, subject to review and approval by the Committee prior to commencement of construction. Composition shingles used in Belmont at Bridlewood shall be a minimum of 200#.

4207 02055

2.14 MAILBOXES. All mailboxes shall be of the style approved for use by the Committee, as shown on Exhibit "C" attached hereto and incorporated herein.

2.15 PROHIBITED IMPROVEMENTS. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Lot or on the Property at any time as a dwelling unit, provided, however, that Declarant and any other person or entity engaged in the construction may, during the construction and sales period, construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, and storage areas. Any such construction or sales facilities shall not be placed or constructed on the Property unless first reviewed and approved by the Committee.

2.16 LANDSCAPING AND YARDS. All front, and side and rear yards shall be served by a complete, functioning automatic sprinkler system. All front and side yards shall initially be planted with grass by using sod; all rear yards, except for the Golf Course Lots, shall initially be planted with grass by either hydromulch or sod. In addition, each builder shall install in the front yard landscaping having a value of at least \$2,000. Such landscaping shall include (i) at least two trees having a minimum caliper of three inches (3"); and (ii) shrubbery and annual flowers (including edging and bark). The outside of all fencing facing any street shall be planted with a minimum of five (5) gallon plants/shrub material at intervals not greater than every four (4) feet along the entire fence. In addition to the foregoing requirements, the rear yards of all Golf Course Lots shall be planted with grass using sod and landscaping having a minimum value of \$2000, which shall include (i) at least two trees having a minimum caliper of three inches (3"), and (ii) all rear or side yard slab edges of Golf Course Lot Residences which are visible from the golf course property shall be screened with a variety of shrubbery. All Golf Course Lot fences directly abutting the golf course property shall be screened with shrubbery covering a minimum of thirty percent (30%) of the length of such fence. Approved varieties of landscape plants are described on Exhibit "D" attached hereto and incorporated herein. No Residence shall be delivered to any purchaser without complying with these landscaping requirements prior to closing; provided, however, on wooded Lots having sufficient mature trees to comply with the foregoing minimum tree size requirements, the Committee may grant a variance from the required new tree plantings.

2.17 SIGNS. No signs of any kind or character shall be allowed on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

2.18 TRASH CONTAINERS. All garbage, trash and recycling materials shall be placed in containers approved by the Town. No such containers may be placed in the front yard or curb area of any Residence more than twelve (12) hours prior to the scheduled pick-up. All such containers must be removed from the front yard or curb area by the Owner or other occupant of the Residence within twelve (12) hours following pick-up of their contents. All trash containers shall be stored within the garage or behind a six foot high fence so that no such container is visible from the front yard of any other Lot except during the curb pick-up times permitted by this Section 2.18.

4207 02056

ARTICLE III: ARCHITECTURAL REVIEW COMMITTEE

3.1 COMMITTEE ESTABLISHED. The Architectural Review Committee for Belmont at Bridlewood shall be the Architectural Review Committee established for Bridlewood by the Master Declaration.

3.2 SCOPE OF REVIEW. All Lots located in Belmont at Bridlewood and any and all Residences or other Improvements located thereon shall be subject to the architectural requirements, design criteria, and other aesthetic standards set forth in this Supplemental Declaration or as established by the Committee with respect to the entire Bridlewood residential development or specifically for the Belmont at Bridlewood neighborhood.

ARTICLE IV: PROHIBITED ACTIVITIES

4.1 OIL DEVELOPMENT PROHIBITED. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed to use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

4.2 WASTE. No Lot or part of any Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any Lot except in sanitary containers not exposed to the public view, and only temporarily pending pick up, which shall be on a regularly scheduled basis, no less often than weekly. Any incinerators or other equipment used for the storage or other disposal of waste material shall be kept in a clean and sanitary condition.

4.3 STORAGE OF MATERIALS. No articles, goods or materials of any kind or character shall be kept or stored in the open or exposed to public view. All storage areas shall be placed so as to conform with any building line restrictions established by the Committee.

4.4 NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

ARTICLE V: REQUIRED ACTIVITIES

5.1 HOMEOWNERS ASSOCIATION. The Declarant and every other Owner, including any successive buyer(s) of a Lot, or Lots, shall, upon purchase of a Lot, automatically and mandatorily become a Member of the Bridlewood Homeowner's Association established by the Master Declaration (and any applicable sub-association formed by Declarant).

5.2 SAFE CONDITIONS AND COMPLIANCE WITH REGULATIONS. All Owners shall at all times keep their Lots in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations; and said Owners

4207 02057

shall remove at their own expense any rubbish of any character whatsoever which may accumulate on their Lots. This includes the maintenance of all grassed and landscaped areas. In the event an Owner shall fail to comply with any or all of the terms of this covenant, then the Association and its agents shall have the right, privilege and license to enter upon the Lot in question without liability for any manner of trespass and make any and all corrections or improvements that may be necessary to meet the terms of this covenant and to charge such Owner the expenses incurred in doing so, including all damages, costs and attorney's fees which the Association may incur in connection therewith and in the event such Owner fails to pay all such expenses, damages, costs and fees, the Association may place a lien upon the Lot in question to secure such payment.

ARTICLE VI: GENERAL PROVISIONS

6.1 **ENFORCEMENT.** The Declarant, the Association, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Supplemental Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2 **SEVERABILITY.** Invalidation of any one of these covenants, conditions or 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.

6.3 **DURATION AND AMENDMENT.** The covenants, conditions and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Declarant or the Owner of any Lot subject to this Supplemental Declaration, and their respective legal representatives, heirs, successors, and assigns and shall be effective for a term of twenty-five (25) years from the date this Supplemental Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years. For so long as Declarant owns an interest in any Lot which is subject to this Supplemental Declaration, it shall have the authority to amend this Supplemental Declaration at its sole discretion, with the prior written consent of the Town. Additionally, this Supplemental Declaration may be amended or, after the expiration of the initial twenty-five (25) year term, terminated by an instrument signed by not less than eighty-seven percent (87%) of the Lot Owners in Belmont at Bridlewood and with the prior written consent of the Town; provided, however, no such amendment affecting any rights, privileges, powers or options of Declarant shall be effective unless Declarant joins in the adoption and execution thereof.

No amendment or termination of this Supplemental Declaration shall be effective until recorded in the records of Denton County, Texas, nor until the prior written approval of the Town of Flower Mound and any other governmental regulatory body which is required shall have been obtained.

4207 02058

6.4 CONFLICTS. In the event of any conflict between the terms of this Supplemental Declaration and the terms of the Master Declaration, the terms of the Master Declaration shall control.

Executed by the said Declarant, this 28th day of May, 1998

DECLARANT:

BRIDLEWOOD LTD.,
a Texas limited partnership

By: BRIDLEWOOD I, INC.,
a Texas corporation,
Its General Partner

By: [Signature]
Name: MARC A. ESTERLE
Title: Authorized Representative

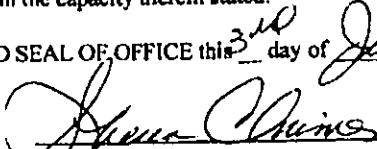
4000 W. Windsor Drive
Flower Mound, Texas 75028

4207 02059

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

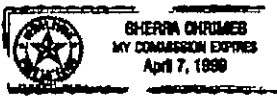
Before me the undersigned authority, on this day personally appeared Marc A. Footlik, the Authorized Rep of BRIDLEWOOD I, INC., the general partner of BRIDLEWOOD LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1998.



Notary Public in and for
State of Texas

My Commission Expires:



- Exhibit "A" - Legal Description of the Property
- Exhibit "B"& "B-1" - Golf Course and Standard Residential Fence Design Criteriu
- Exhibit "C" - Mailbox Design
- Exhibit "D" - Golf Course Lot - Typical Planting Standard

ODMA/PC/DM'S-DALLAS 1-719-670-8
05261998
135 6170-3

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS BRIDLEWOOD LTD. acting by and through the undersigned its duly authorized agent is the sole owner of a tract of land located in the Dallas McKinn Survey, Abstract No. 1324 and the J.L. East Survey, Abstract No. 1175, both in Flower Mound, Denton County, Texas, according to the deed recorded in Clerk's File No. 94-0030471 of the Real Property Records of Denton County, Texas (PROCT) and being more particularly described as follows:

BEGINNING at a railroad spike set in asphalt pavement at the intersection of the center of Waketon Road with the east line of Bridlewood Boulevard (20' R.O.W.) as dedicated by the plat of Bridlewood Boulevard Right-of-Way, Phase 2, as recorded in Clerk's File No. PROCT:

THENCE N 89°33'36" E, along the center of said Waketon Road, a distance of 536.29 feet to a 1/2" iron pin found in the south line of a tract conveyed to Herbert Hoover Sherman and Hilda F. Neely, by deed recorded in Vol. 1078, Pg. 875 of the Deed Records of Denton County, Texas, said iron pin also being on the west line of a tract conveyed to T.J. Robertson;

THENCE S 00°00'49" E, departing the center of said Waketon Road and the south line of said Sherman and Neely tract, along the west line of said Robertson tract, a distance of 369.32 feet to a 1/2" iron pin found;

THENCE N 89°30'55" E, along the south line of said Robertson tract, a distance of 446.89 feet to a 3/8" iron pin found;

THENCE N 89°30'10" E, continuing along the south line of said Robertson tract, a distance of 130.30 feet to a 5/8" iron pin found in a west line of CHINN CHAPEL PLACE ADDITION, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Volume C, Page 34 of the Plat Records of Denton County, Texas (PROCT);

THENCE S 09°32'26" N, along the west line of said CHINN CHAPEL PLACE ADDITION, a distance of 894.80 feet to a 1/2" iron pin found;

THENCE S 01°32'20" E, along the west line of said CHINN CHAPEL PLACE ADDITION, a distance of 815.13 feet to a 1/2" iron pin set, said pin being the easterly most northeast corner of Lot 5 of GOLF CLUB at BRIDLEWOOD, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Cabinet N, Slide 179, PROCT;

THENCE along the northerly lines of said Lot 5 of GOLF CLUB at BRIDLEWOOD the following:

S 89°33'33" N, a distance of 430.14 feet to a 1/2" iron pin set;

N 08°36'01" N, a distance of 228.12 feet to a 1/2" iron pin set;

S 89°33'33" N, a distance of 458.28 feet to a 1/2" iron pin set at the point of curvature of a circular curve to the right, having a radius of 1,022.60 feet;

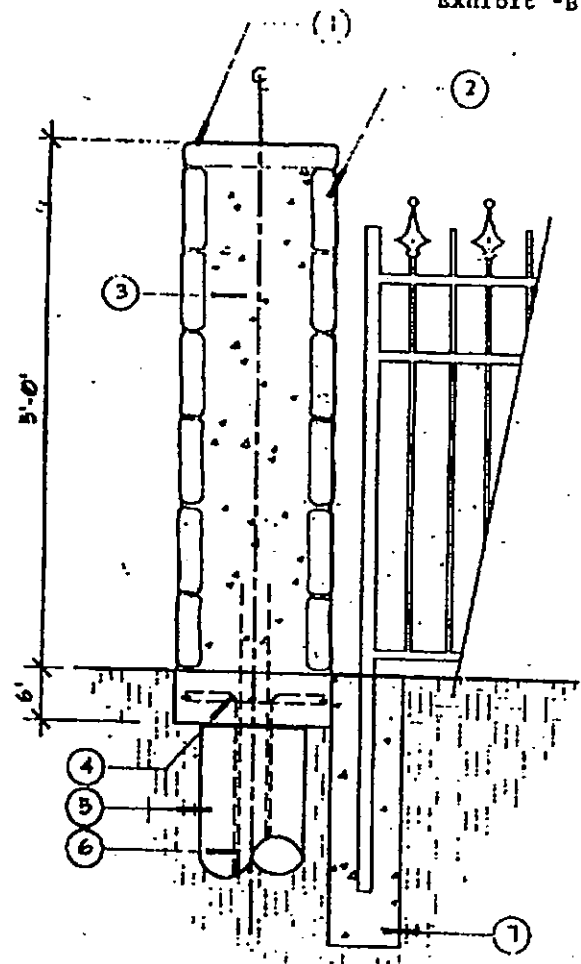
Northeasterly, along said circular curve to the right, through a central angle of 12°28'03", an arc distance of 222.52 feet, and having a chord that bears N 84°12'25" N, 222.08 feet to a 1/2" iron pin set in the easterly line of said Bridlewood Boulevard, said point lying in a circular curve to the left, having a radius that bears N 71°24'02" N, 2238.74 feet;

THENCE Northeasterly, along the east line of said Bridlewood Boulevard and said circular curve to the left, through a central angle of 19°02'22", an arc distance of 743.94 feet, and having a chord that bears N 09°04'47" E, 740.52 feet to a 1/2" iron pin set at the point of tangency;

THENCE N 00°26'24" N, continuing along the east line of said Bridlewood Boulevard, a distance of 579.34 feet to the POINT OF BEGINNING and containing 1,333,541 square feet or 30.614 acres.

4207 02061

Exhibit "B"



- ① WALL CAP TO MATCH FACING
- ② GRANBURY STONE WITH ASHLAR PATTERN/HIDDEN JOINT.
- ③ CONCRETE AND ROCK INFILL BEHIND STONE FACING
- ④ CONCRETE FOOTING, EXTEND #4 BARS INTO COLUMN (FOUR)
- ⑤ 12" CONCRETE PIER AT INCREMENTS SHOWN ON PLAN.
- ⑥ #4 BAR VERTICALLY 12" INTO COLUMN, EMBED 12" MIN. INTO FOOTING AND PIER.
- ⑦ CONCRETE FOOTING

(B) GOLF COURSE FENCE COLUMN SECTION
 SCALE 3/4" = 1'-0"

4207 02062

EXHIBIT "B-1"

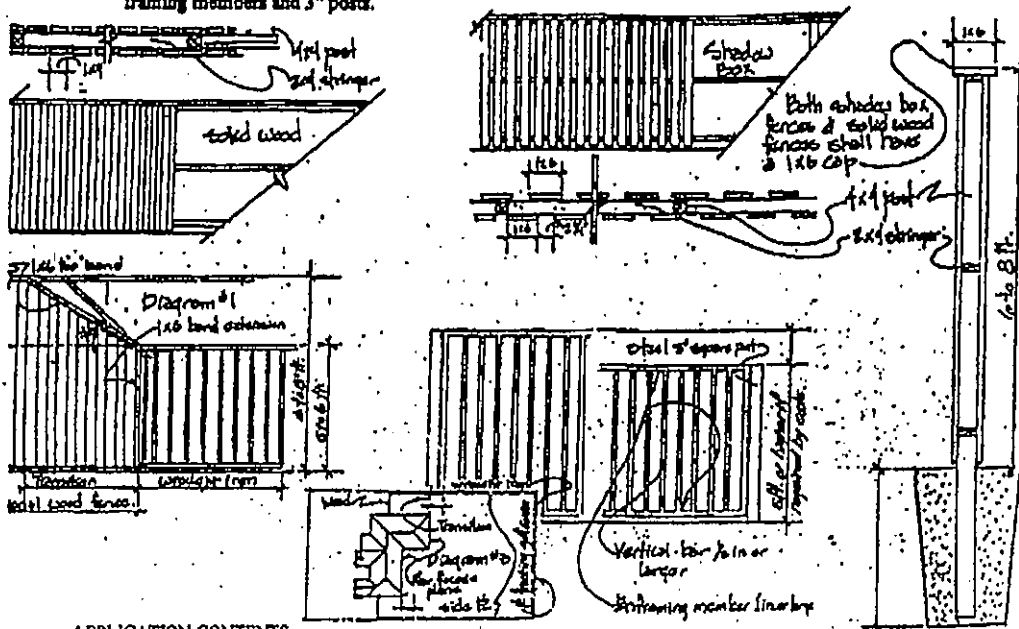
Three types of fences are permissible at all Bridlewood neighborhoods. They are as follows:

A.) Shadow Box - Cedar, 6'ht., 1x6 vertical pickets, 2 3/4" vertical space of separation, 4 x 4 posts and 2 x 4 stringers both concealed with the fence and 1 x 6 caps.

B.) Solid Panel - Cedar, 6'ht., 1 x 4 vertical pickets "burred" together with "good" side facing out, posts and stringers are as mentioned above except Remington Park as follows:

Remington Park - White wood spruce, 6'ht., on treated posts, side-by-side 1 x 4 white dog-eared pickets. No cap required.

C.) Wrought Iron - 6'ht., Hollow or solid square tubes that are 1/2" vertical pickets, 1" horizontal framing members and 3" posts.



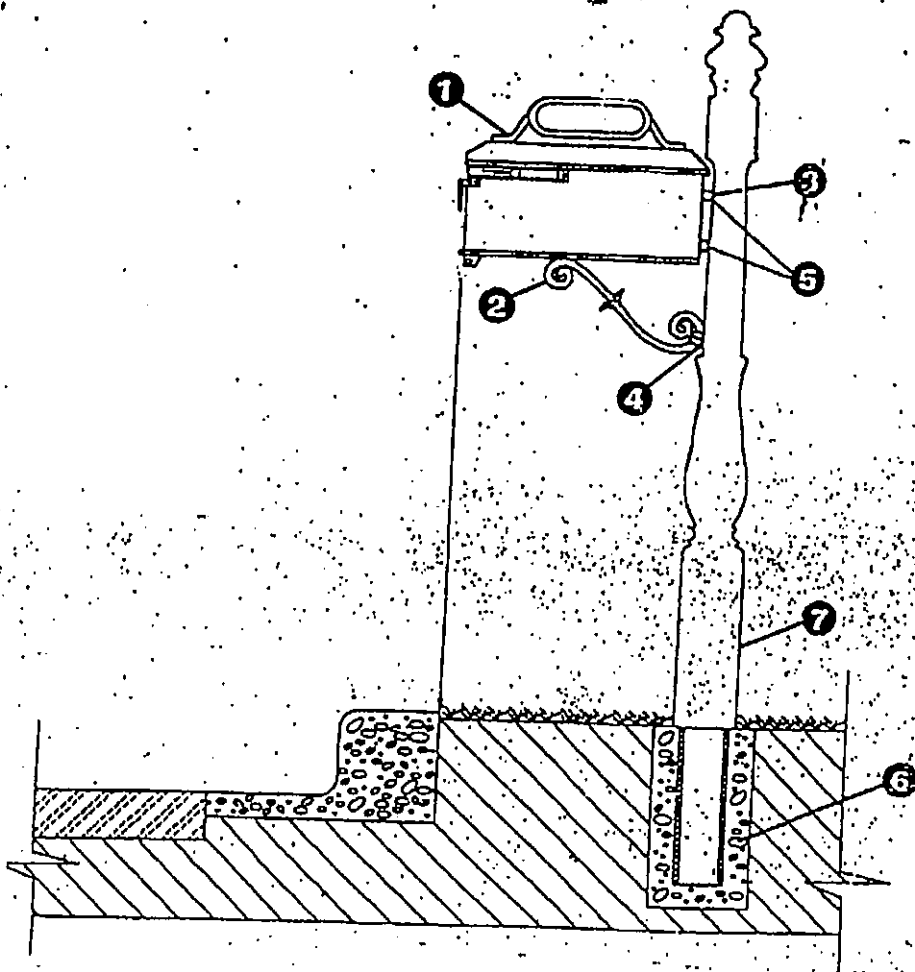
APPLICATION CONTENTS

- 1.) A copy of your plat indicating the proposed fence location in relation to the existing house.
- 2.) A drawing, brochure or picture of the proposed fence.
- 3.) All fences shall be sealed with TOPS Sealant 015 for all spruce fences and TOPS Sealant 005 is required for all cedar fencing.
Listed below are the communities which need to comply with this fencing stain finish.

Remington Park III	Dakemoral
Carriage Glenn II	The Reserve
Steeplechase II	Belmont
Lexington Downs I and II	Pristol Place
Coventry	
- 4.) No paint is allowed
- 5.) NOTE: Chain link fences are only acceptable if they are used as a "dog run", concealed within a 6' cedar fence and are black or dark green vinyl coated. Although the following unacceptable fence materials list is not all inclusive, some unacceptable fence materials are spruce, pine, oak, wire, wire mesh, sheet metal, plastic, fiberglass, rope, bamboo and reed

EXHIBIT "C"

4207 02063



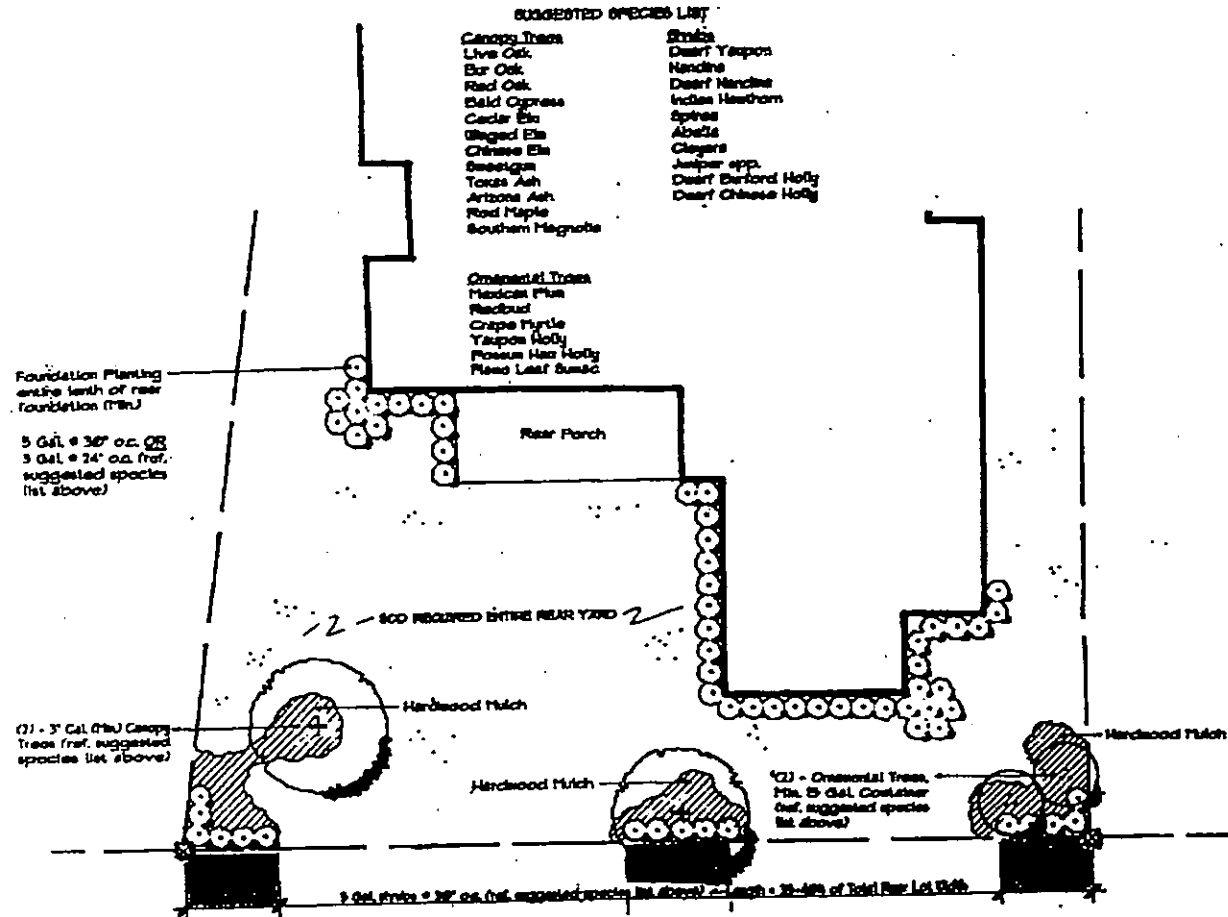


EXHIBIT "D"

4207 02064

COE Course Lot - Typical Planting Standard
11.10.21

RETURN TO:

4207 02065

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND TX 75028

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY
CLERK

On Oct 29 1998
At 3:17pm

Doc/Num : 98-R0078104
Doc/Type : DEC
Reordering: 31.00
Doc/Num : 6.00
Receipt #: 39177
Deputy - GLENDA