

Town of Flower Mound
Community Development Dept.
2121 Cross Timbers Road
Flower Mound TX 75028

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
LEXINGTON DOWNS PHASE II

067647 COPY

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 (as the same may have been or may in the future be from time to time amended, 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, Lexington Downs Phase II (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 "Committee" shall mean and refer to the Architectural Review Committee for Bridlewood as established in 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 as such Declarant,

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 Lexington Downs Phase II at Bridlewood, an Addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet _____, Page _____ of the Plat Records of Denton County, Texas, on which there is built or is intended to be built a Residence.

1.4 "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.

1.5 "Property" shall mean and refer to that certain residential neighborhood known as Lexington Downs Phase II 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.

1.6 "Lexington Downs Phase II" shall mean and refer to the residential neighborhood so designated on the plat of the Property as recorded in Cabinet _____, Page _____ of the Plat Records of Denton County, Texas.

1.7 "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.

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 2,000 square feet and not more than 3,000 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. 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 Lexington Downs Phase II. 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.

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 Lexington Downs Phase II 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. Any fencing abutting any golf course property or clubhouse area shall be wrought iron and shall comply with the golf course fence design criteria shown on Exhibit "B" attached hereto and incorporated herein, and shall extend along the entirety of the width of the back yard and shall continue along both sides of the Lot towards the front of the Lot for a distance of not less than 20 feet. All other fencing shall be designed, constructed and installed in compliance with the standard residential fence criteria 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, location, height, and style. No fence may be taller than six (6) feet in height at any point. No fence shall be permitted in the front of any Residence, except as the Committee may approve in writing. No golf nets or similar barriers shall be installed, placed, or located on any Lot.

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 in permitted, subject to review and approval by the Committee prior to commencement of construction. Composition shingles used in Lexington Downs Phase II shall be a minimum of 200#.

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 yards, and side yards in front of any side yard fencing, shall contain a complete, functioning automatic sprinkler system. All front, side and rear yards shall initially be planted by either hydromulch grass or sod. In addition, each builder shall install shrubs and annual flowers at the front of the house (including edging and bark) having a value of at least \$500. No Residence shall be delivered to any purchaser without these items complete prior to closing.

2.17 SIGNS. No signs of any kind or character shall be allowed on any Lot except one sign of not more than eight (8) 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 Lexington Downs Phase II shall be the Architectural Review Committee established for Bridlewood by the Master Declaration.

3.2 SCOPE OF REVIEW. All Lots located in Lexington Downs Phase II 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 Lexington Downs Phase II 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 Lexington Downs Phase II 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 approval of the Town of Flower Mound and any other governmental regulatory body which 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.

Executed by the said Declarant, this 15th day of September 1997.

DECLARANT:

BRIDLEWOOD, LTD.,
a Texas limited partnership

By: WPT/BARLAS JOINT VENTURE,
its authorized manager and representative

By: 

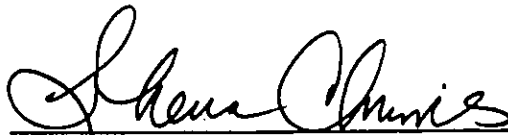
Marc A. Footlik, authorized signatory

4000 W. Windsor Drive
Flower Mound, Texas 75028

THE STATE OF TEXAS §
COUNTY OF Denton §

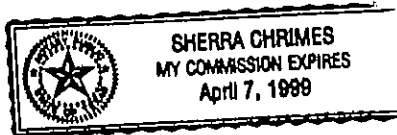
Before me the undersigned authority, on this day personally appeared MARC A. FOOTLIK, authorized signatory of WPT/BARLAS JOINT VENTURE, the authorized manager and representative of BRIDLEWOOD, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to 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 15th day of September 1997.



Notary Public in and for
State of Texas

My Commission Expires:



- Exhibit "A"--Legal Description
- Exhibit "B"--Golf Course and Standard Residential Fence Design Criteria
- Exhibit "C"--Mailbox Design

DA972550134
091297 v1
395:6170-3

PROPERTY DESCRIPTION

STATE OF TEXAS:
 COUNTY OF DENTON:

BEING a 22.942 acre tract of land situated in the Perry Malone Survey, Abstract No. 836 and the Jesse Watkins Survey, Abstract No. 1324 in the Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in a deed to Bridlewood, Ltd. as recorded in County Clerk's File No. 94-R0030471 of the Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin set at the northeast corner of CARRIAGE GLENN at BRIDLEWOOD, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet M, Slide 252 of the Plat Records of Denton County, Texas (P.R.D.C.T.), same being the northeast corner of the existing terminus of Windsor Drive (60' R.O.W.) as dedicated by the plat of said CARRIAGE GLENN at BRIDLEWOOD, said point lying in the south line of LEXINGTON DOWNS at BRIDLEWOOD, PHASE ONE, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet M, Slide 270, P.R.T.C.T., said pin also lying in a circular curve to the left, having a radius that bears N 03°11'18" E, 1,040.00 feet;

THENCE departing the east line of the existing terminus of said Windsor Drive and the east line of said CARRIAGE GLENN at BRIDLEWOOD, along the south and east lines of said LEXINGTON DOWNS at BRIDLEWOOD, PHASE ONE the following:

Southeasterly, along said circular curve to the left, through a central angle of 00°19'29", an arc length of 5.89 feet, and having a chord that bears S 86°58'26" E, 5.89 feet to a 1/2" iron pin set;

N 05°02'21" E, a distance of 73.14 feet to a 1/2" iron pin set;

N 26°13'29" E, a distance of 61.09 feet to a 1/2" iron pin set;

N 48°30'25" E, a distance of 85.19 feet to a 1/2" iron pin set;

N 70°35'26" E, a distance of 59.45 feet to a 1/2" iron pin set;

S 89°59'16" E, a distance of 200.60 feet to a 1/2" iron pin set;

N 02°42'13" W, a distance of 183.93 feet to a 1/2" iron pin set;

N 88°50'57" E, a distance of 39.72 feet to a 1/2" iron pin set;

N 00°15'03" W, a distance of 160.02 feet to a 1/2" iron pin found at the most westerly southwest corner of PECAN ACRES, an addition to the Town of Flower

Mound, Denton County, Texas as recorded in Volume A, Page 128, P.R.D.C.T.;

THENCE N 88°50'57" E, along a south line of said PECAN ACRES, a distance of 1,397.89 feet to a 5/8" iron pin set;

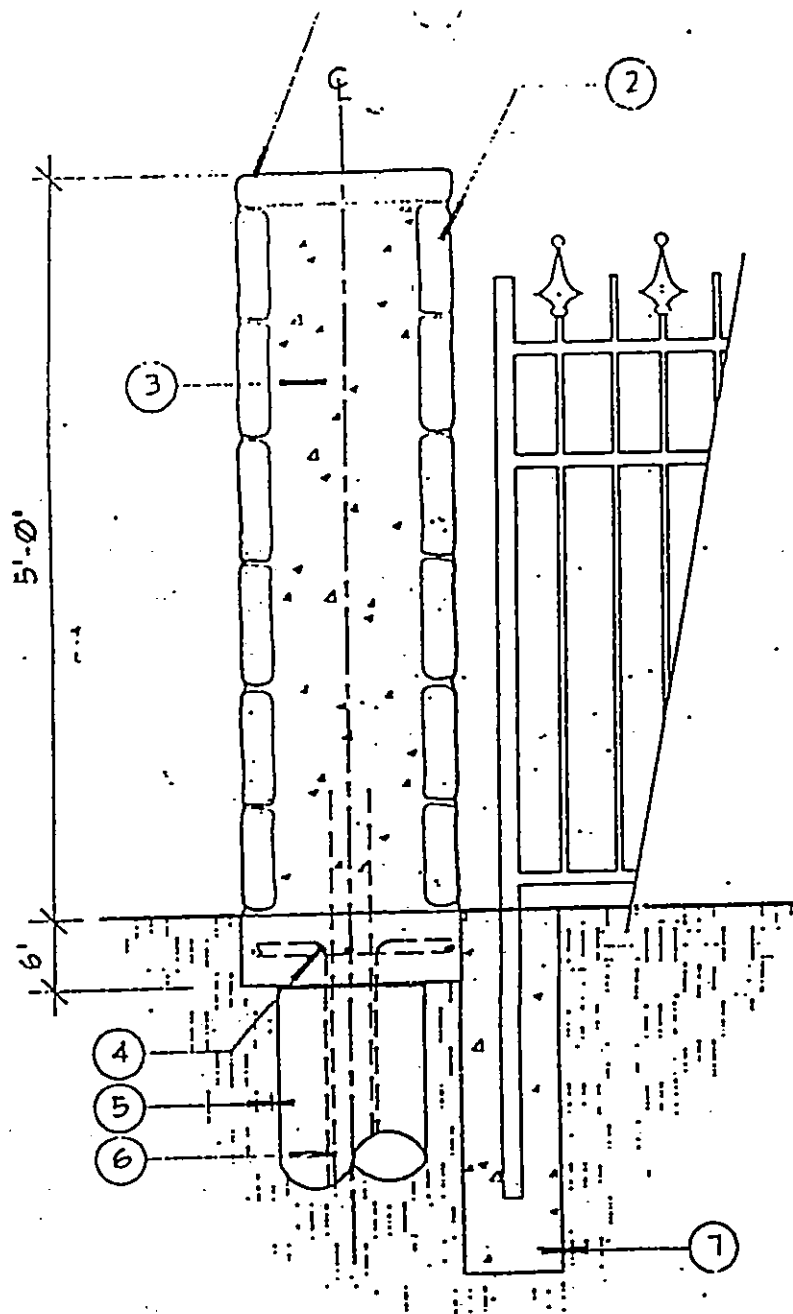
THENCE S 07°31'46" E, along a west line of said PECAN ACRES, a distance of 408.60 feet to a 5/8" iron pin found at the common most southerly southwest corner of said PECAN ACRES and the northwest corner of a tract conveyed to Tao Shu, et al. by deed recorded in Volume 1178, Page 704, D.R.D.C.T.;

THENCE S 10°15'05" E, along a west line of said Shu tract, a distance of 51.27 feet to a 1/2" iron pin found;

THENCE S 11°26'47" E, continuing along a west line of said Shu tract, a distance of 139.00 feet to a 5/8" iron pin set, said pin also being in the north line of a Town Park tract conveyed to the Town of Flower Mound, Denton County, Texas by deed recorded in Volume 2949, Page 117, D.R.D.C.T.;

THENCE S 87°15'18" W, along the north line of said Town Park tract, the north line of GLENWICK ESTATES - PHASE ONE, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet G, Slide 252, P.R.D.C.T., and the north line of GLENWICK ESTATES - PHASE TWO, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet H, Slide 341, P.R.D.C.T., a distance of 1,880.40 feet to a 1/2" iron pin found, said pin being the northwest corner of said GLENWICK ESTATES - PHASE TWO and also lying in the east line of said CARRIAGE GLENN at BRIDLEWOOD;

THENCE N 00°08'28" E, along the east line of said CARRIAGE GLENN at BRIDLEWOOD, a distance of 105.71 feet to the POINT of BEGINNING, and containing 999,348 square feet or 22.942 acres of land.



- ① WALL CAP TO MATCH FACING
- ② GRANITE 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"

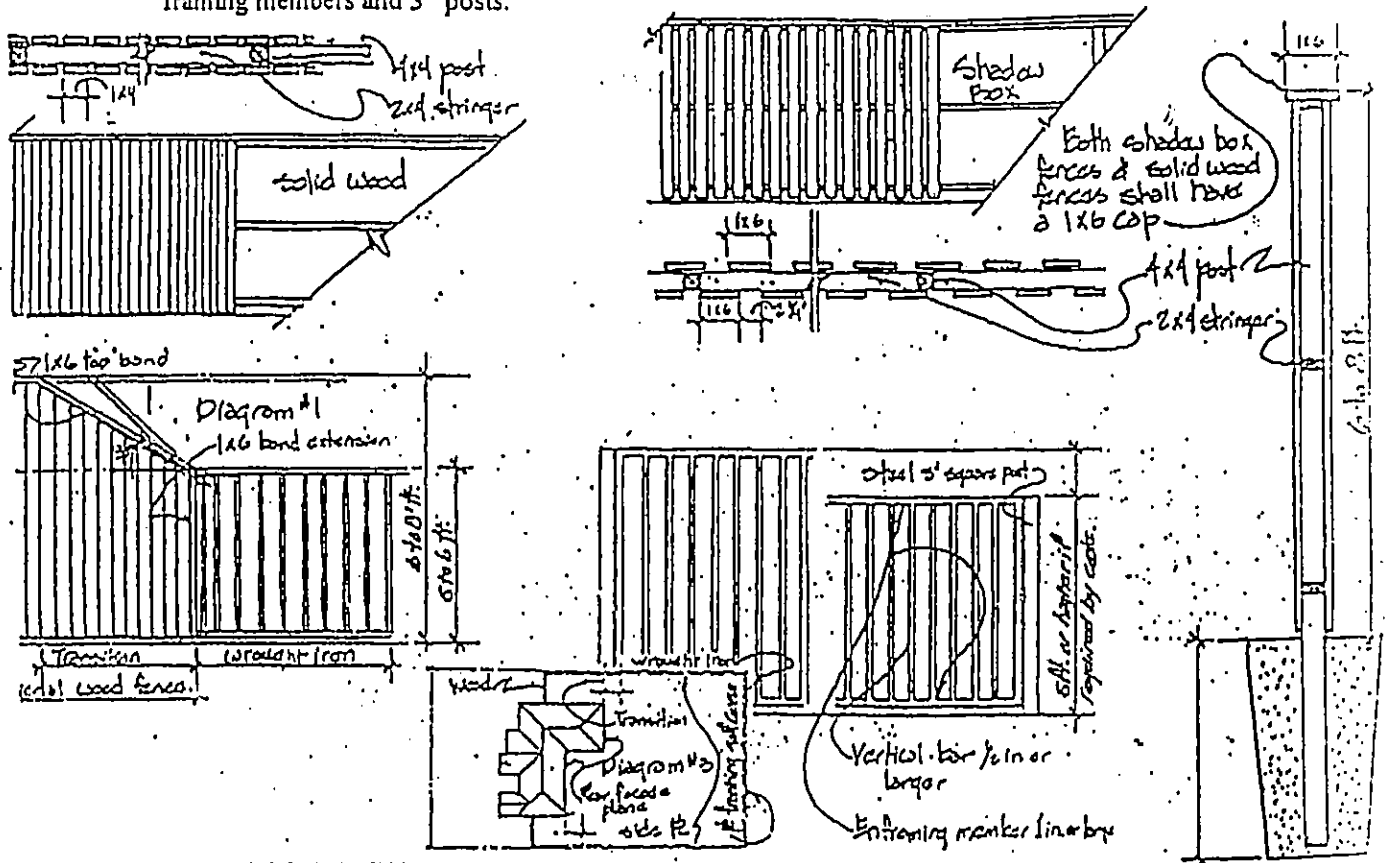
Three types of fences are permissible at all Bridlewood neighborhoods. They are as follows:

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 "butted" 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.) If a sealant or stain is desired, please be aware that a clear sealant and "new cedar" stain are the only acceptable preservative allowed.
- 4.) No paint is allowed.

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"

