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FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
REMINGTON PARK AT BRIDLEWOOD

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Bridlewood, Ltd., a Texas limited partnership (the "Declarant"), is the owner of that certain residential subdivision known as Remington Park 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 (the "Property"); and

WHEREAS, the Declarant has subjected the Property to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Remington Park, Bridlewood, recorded as Document Number 96-R0028177 in the Real Property Records of Denton County, Texas (the "Supplemental Declaration"); and

WHEREAS, the Declarant intends to convey individual Lots (hereinafter defined), out of the Property, subject to the Master Declaration (hereinafter defined) 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, Remington Park 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); and

WHEREAS, the Declarant desires to modify the Supplemental Declaration by means of this First Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions Remington Park at Bridlewood (the "First Amendment").

NOW, THEREFORE, it is hereby declared that the Supplemental Declaration is modified and amended by the following amendments, all of 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 together with the Supplemental Declaration, shall inure to the benefit of the Declarant and each Owner of any portion of the Property.

ARTICLE I: AMENDMENTS

1. All references to the Master Declaration in the Supplemental Declaration or in this First Amendment shall hereafter be deemed to refer to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Bridlewood filed for record as Document Number _____ in the Real Property Records of Denton County, Texas.

2. Section 2.3 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

"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."

3. Section 2.8 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

"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."

4. Section 2.12 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

"2.12 FENCES. Any fencing abutting any golf course property or clubhouse area shall be wrought iron and shall be designed in compliance with 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 criteria set forth on Exhibit "C" attached hereto and incorporated herein. 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."

5. Section 2.14 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

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

6. The second sentence of Section 3.1 amended by deleting the phrase "for a maximum of two (2) additional terms," so that this sentence now reads in its entirety as follows:

"Each member of the Committee shall serve a term of three (3) years and may be reappointed."

7. Section 3.2 of the Supplemental Declaration is hereby deleted and replaced its entirety by the following:

"3.2 DESIGN REQUIREMENTS. No building, fence, wall, or other structure or improvement, including, without limitation, swimming pools or spas and related facilities, shall be commenced, erected, or maintained within Remington Park, nor shall any exterior addition to, or change or alteration therein, be made until the plans showing nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography."

8. Article III of the Supplemental Declaration is hereby modified by addition of the following:

"3.4 DESIGN AND SUBMISSION GUIDELINES. The Committee may, from time to time, publish and promulgate design guidelines and submission guidelines. Such design guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Committee in reviewing plats or plans and specifications. In any event, such design guidelines shall not be binding upon the Committee and shall not constitute, in every event, the basis for approval or disapproval of plats, plans, specifications and other materials submitted to the Committee for approval. The submission guidelines shall specify such matters as the scale of drawings submitted to the Committee and the information that shall be included in the plans and specifications submitted to the Committee for approval.

3.5 VARIANCES. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the covenants and restrictions or architectural standards which are provided in this Supplemental Declaration or the Master Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the

general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the Committee has not, expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

3.6 NONCONFORMING AND UNAPPROVED IMPROVEMENTS. The Committee may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Supplemental Declaration or the Master Declaration. In addition, the Committee may, after written notice to an Owner and a thirty (30) day cure period, but has no obligation to do so, carry out such restoration, demolition and removal and recover the amount of the cost thereof from the Owner of the Lot upon which such improvements were commenced or constructed.

3.7 NO LIABILITY. Neither Declarant, the Committee, nor employees, officers, directors and agents of any of them, shall be liable in damages to anyone submitting plats or plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Committee, or officers, directors, employees and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

3.8 APPOINTMENT AND DESIGNATION. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons or subcommittees which shall have full authority to act on behalf of said Committee in all matters delegated."

9. Section 6.3 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

"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 Remington Park 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 of this Supplemental Declaration shall be effective until recorded in the records of Denton County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained."

ARTICLE II: GENERAL

2.1 DEFINITIONS. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings given to them in the Supplemental Declaration.

2.2 NO OTHER MODIFICATION. Except as hereinabove amended, all other terms and conditions of the Supplemental Declaration remain as written, and, except as otherwise expressly provided herein, the terms and provisions hereof shall in no manner impair, limit or restrict or otherwise affect the rights and obligations of Declarant, the Association, any Owner or any Sub-association under the Supplemental Declaration.

Executed by the said Declarant, this 1st day of November, 1996.

DECLARANT:

BRIDLEWOOD, LTD.,
a Texas limited partnership

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

By: [Signature]
Marc A. Footlik, authorized signatory

4100 W. Windsor Drive
Flower Mound, Texas 75028

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

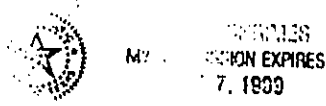
Before me the undersigned authority, on this day personally appeared MARC A. FOOTLIK, authorized signatory of WPT/BARLAS JOINT VENTURE, the authorized manager and representative of BRIDLEWOOD, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to 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 1st day of November 1996.

[Signature]

Notary Public in and for
State of Texas

My Commission Expires:



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102996 v1
395: 6170-3

EXHIBIT A

STATE OF TEXAS
COUNTY OF TEXAS

WHEREAS, BROLEWOOD LTD., acting by and through the undersigned, its duly authorized agent, is the sole owner of a 72.47 acre tract of land located 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 according to the deed recorded in Clark's File No. 94-ROO30471 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron pin found in the North line of Farm to Market Road 1171 (F.M. 1171), said pin also being the Southwest corner of Glenwick Estates, Phase Two, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Cabinet K, Page 341 of the Plat Records of Denton County, Texas, said pin also being the most Southerly Southeast corner of the said Brideswood Ltd. tract; THENCE S 88°22'53" W Reference Bearing, along the North line of said F.M. 1171, 2,957.07 feet to a 1/2" iron pin set, said pin being on the proposed West right-of-way line of proposed Brideswood Boulevard (120' R.O.W.), said pin also being the Point of Beginning of the herein described tract;

THENCE S 88°22'53" W Reference Bearing, along the North line of said F.M. 1171, 595.21 feet to a 1/2" iron pin found, said pin being the South-west corner of a tract of land conveyed to J. Randolph by deed recorded in Volume 483, Page 145 of the Deed records of Denton County, Texas, said pin also being the most Southerly Southeast corner of said Brideswood Ltd. tract;

THENCE N 01°03'18" W along the East line of said Randolph tract, at 2631.46 feet passing a 1/2" iron pin found for the Northeast corner of said Randolph tract, continuing in at 3389.67 feet to a 1/2" iron pin set;

THENCE N 28°01'28" E, 154.33 feet to a 1/2" iron pin set;

THENCE S 57°11'42" E, 161.87 feet to a 1/2" iron pin set;

THENCE N 32°46'21" E, 315.00 feet to a 1/2" iron pin set;

THENCE S 57°13'42" E, 130.32 feet to a 1/2" iron pin set, said pin also being the Point of Curvature of a non-tangent circular curve to the right having a radius of 60.00 feet, a central angle of 92°30'42", a chord length of 66.69 feet and a chord bearing of S 52°22'40" E;

THENCE along said curve to the right, 96.88 feet to a 1/2" iron pin set, said pin also being the Point of Curvature of a non-tangent compound circular curve to the right having a radius of 680.00 feet, a central angle of 39°07'10", a chord length of 455.31 feet and a chord bearing of S 33°35'02" E;

THENCE along said curve to the right, 464.28 feet to a 1/2" iron pin set;

THENCE N 89°38'22" E, 272.28 feet to a 1/2" iron pin set;

THENCE S 00°21'38" E, at 433.15 feet passing the Northeast corner of said proposed Brideswood Boulevard (120' R.O.W.) continuing along the West right-of-way line of said proposed Brideswood Boulevard a total distance of 887.86 feet to a 1/2" iron pin set;

THENCE S 89°38'22" W along the said West right-of-way line of proposed Brideswood Boulevard, 14.00 feet to a 1/2" iron pin set;

THENCE S 00°21'38" E along the said West right-of-way line of proposed Brideswood Boulevard, 50.00 feet to a 1/2" iron pin set;

THENCE N 89°38'22" E along the said West right-of-way line of proposed Brideswood Boulevard, 14.00 feet to a 1/2" iron pin set;

THENCE S 00°21'38" E along the said West right-of-way line of proposed Brideswood Boulevard, 76.47 feet to a 1/2" iron pin set, said pin also being the Point of Curvature of a circular curve to the right having a radius of 2440.00 feet, a central angle of 15°39'49", a chord length of 707.14 feet and a chord bearing of S 07°58'17" W;

THENCE along said curve to the right and said West right-of-way line of proposed Brideswood Boulevard, 709.64 feet to a 1/2" iron pin set;

THENCE S 15°18'11" W along the said West right-of-way line of proposed Brideswood Boulevard, 324.86 feet to a 1/2" iron pin set;

THENCE N 73°41'49" W along the said West right-of-way line of proposed Brideswood Boulevard, 14.00 feet to a 1/2" iron pin set;

THENCE S 15°18'11" W along the said West right-of-way line of proposed Brideswood Boulevard, 50.00 feet to a 1/2" iron pin set;

THENCE S 73°41'49" E along the said West right-of-way line of proposed Brideswood Boulevard, 14.00 feet to a 1/2" iron pin set;

THENCE S 15°18'11" W along the said West right-of-way line of proposed Brideswood Boulevard, 562.48 feet to a 1/2" iron pin set, said pin also being the Point of Curvature of a circular curve to the left having a radius of 1760.00 feet, a central angle of 0°11'18"00", a chord length of 34.81 feet and a chord bearing of S 15°44'11" W;

THENCE along said curve to the left and said West right-of-way line of proposed Brideswood Boulevard, 34.81 feet to a 1/2" iron pin set;

THENCE N 79°11'02" W along the said West right-of-way line of proposed Brideswood Boulevard, 14.03 feet to a 1/2" iron pin set;

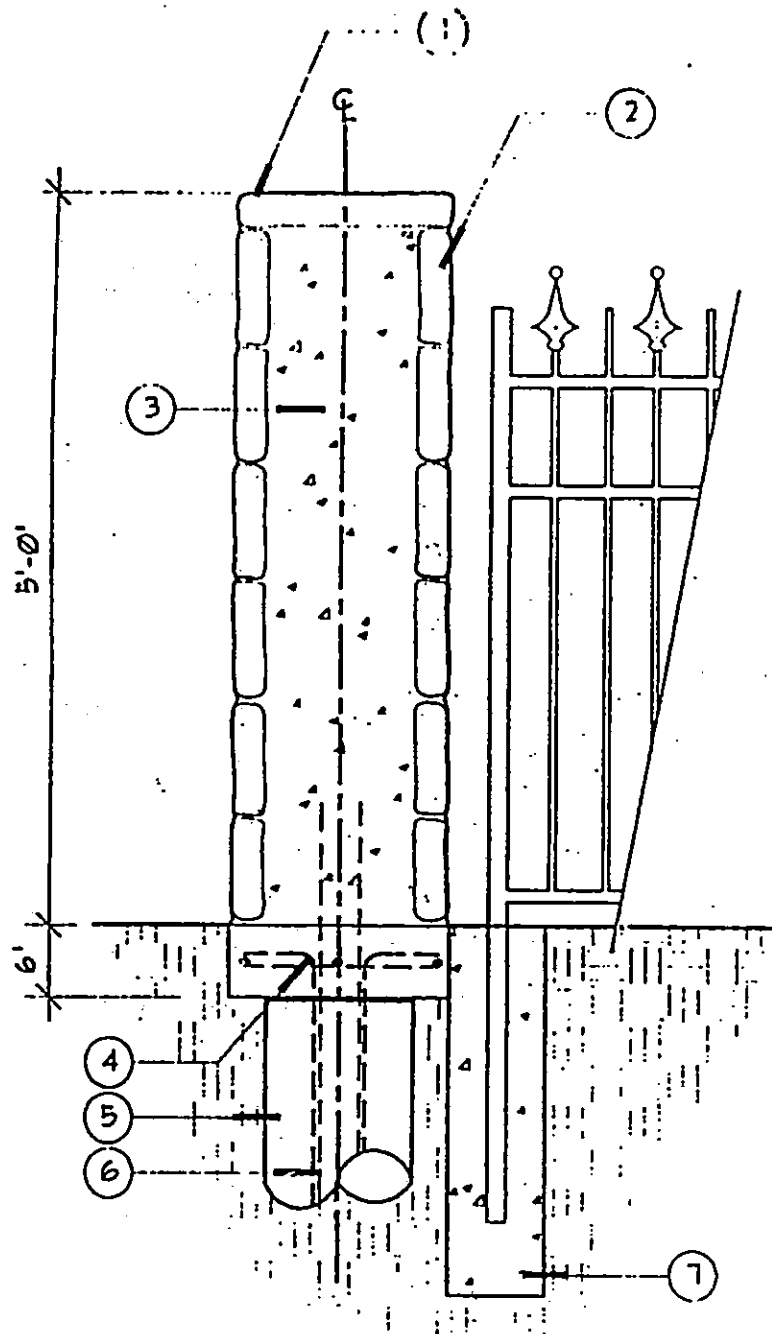
THENCE S 14°21'16" W along the said West right-of-way line of proposed Brideswood Boulevard, 50.10 feet to a 1/2" iron pin set;

THENCE S 79°11'02" E along the said West right-of-way line of proposed Brideswood Boulevard, 14.03 feet to a 1/2" iron pin set, said pin also being the Point of Curvature of a non-tangent circular curve to the left having a radius of 1760.00 feet, a central angle of 15°09'27", a chord length of 464.25 feet and a chord bearing of S 05°57'37" W;

THENCE along said curve to the left and said West right-of-way line of proposed Brideswood Boulevard, 465.60 feet to a 1/2" iron pin set;

THENCE S 01°37'07" E along said West right-of-way line of proposed Brideswood Boulevard, 26.69 feet to the POINT OF BEGINNING and containing 3,154,465 square feet or 72.47 acres of land.

CC MEMO: LEGIBILITY OF THIS DOCUMENT UNSATISFACTORY FOR MICROFILMING OR REPRODUCING



- 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"

EXHIBIT "C"

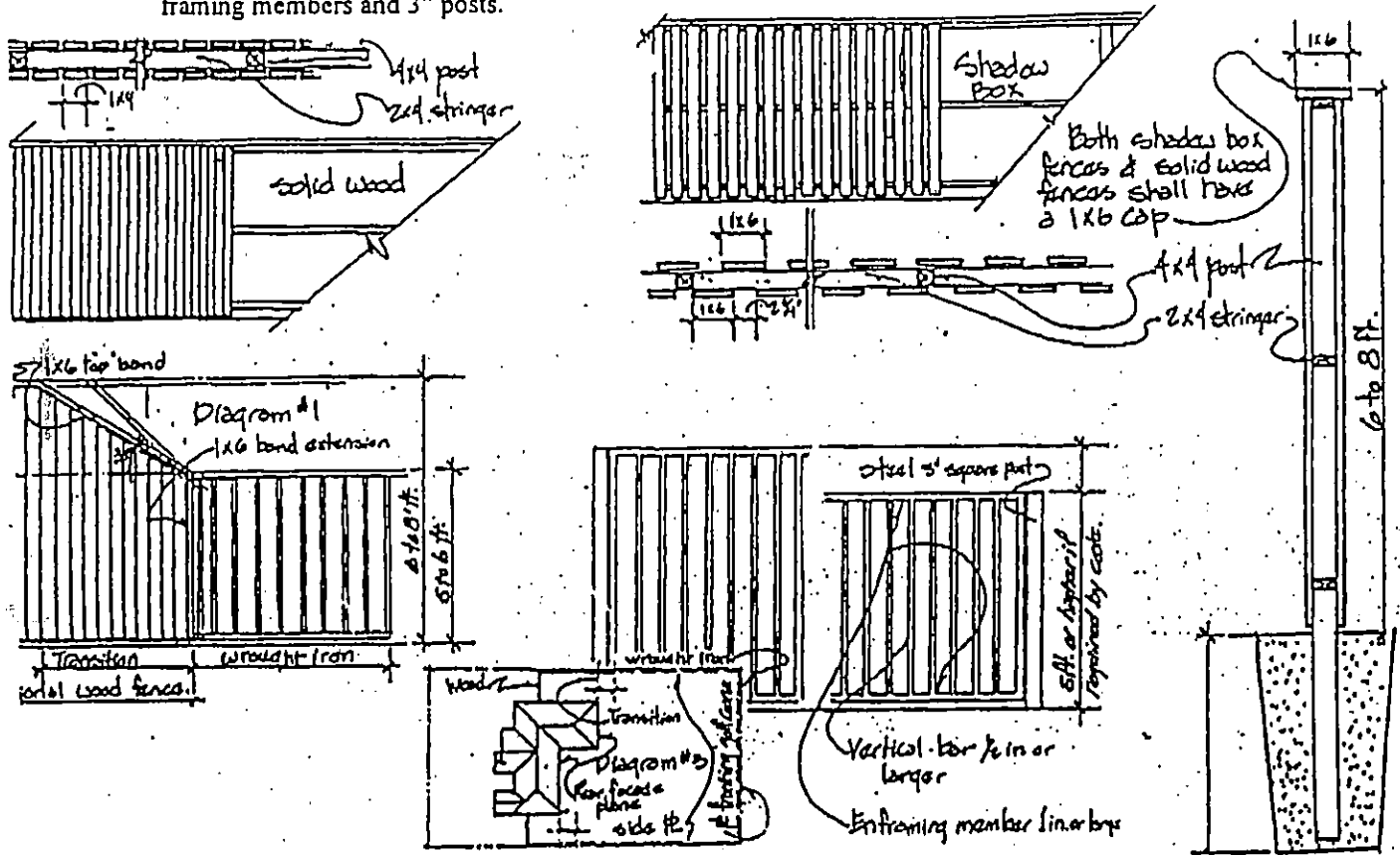
Three types of fences are permissible at all Bridlewood neighborhoods. They are as follows:

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 "D"

