

4132 01753

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

061521

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 Phase III 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 Phase III at Bridlewood, recorded as Document Number 97-R005023 in the Real Property Records of Denton County, Texas (the "Supplemental Declaration"); 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 Phase III 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. Article I of the Supplemental Declaration is amended by the addition of the following definition:

"1.8 '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."

2. Section 2.2 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

"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 3,000 square feet and

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not more than 4,000 square feet on Golf Course Lots, and not less than 2,600 square feet and not more than 3,400 square feet on all other Lots; provided, however, up to 20% of the non-Golf Course Lots may have a maximum floor area of not more than 4000 square feet."

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

"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. 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."

4. Section 2.16 of the Supplemental Declaration is hereby deleted and replaced in its entirety by the following:

"LANDSCAPING AND YARDS. All front, and side and rear yards shall be served by a complete, functioning automatic sprinkler system and shall initially be planted with grass by using sod. Each builder shall install in the front yard of each Residence landscaping having a minimum 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 photinia (or similar shrubbery of a size and height approved by the Committee) at intervals not greater than every four (4) feet along the entire fence.

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In addition to the foregoing requirements, the rear yards of all Golf Course Lots shall be planted with 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."

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.

[Signatures on following page]

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Executed by the said Declarant, this 16th day of April, 1998.

DECLARANT:

BRIDLEWOOD LTD.,
a Texas limited partnership

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

By: [Signature]
Name: MARC A. FORTLIK
Title: AUTHORIZED REPRESENTATIVE

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. FORTLIK, 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 5th day of May, 1998.

[Signature]
Notary Public in and for
State of Texas

My Commission Expires:

DA980090306
042298 v8
395: 6170-3

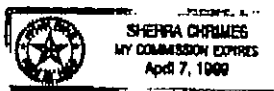


EXHIBIT "A"

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WHEREAS, BRIDLEWOOD, LTD., acting by and through the undersigned, its duly authorized agent, is the sole owner of a 7.461 acre tract of land in the Jessie Watkins Survey, Abstract No. 1324, situated in the Town of Flower Mound, Denton County, Texas and being a portion of that tract conveyed to Bridlewood, Ltd. by deed recorded under County Clerk's File No. 84-R0030471 of the Real Property Records of Denton County, Texas (R.P.R.O.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" iron pin set at the Westerly Northwest corner of Lot 1, Block 7 of Remington Park at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet M, Slide 102, R.P.R.O.C.T., said iron pin also being on the Easterly right-of-way line of Remington Park Drive (50' R.O.W.);

THENCE N 57°13'42" W along the Easterly right-of-way line of said Remington Park Drive, 38.87 feet to a 1/2" iron pin set, said iron pin also being the Point of Curvature of a circular curve to the right having a radius of 300.00 feet, a central angle of 22°17'35", and having a chord that bears N 45°04'54" W, 115.99 feet;

THENCE along said circular curve to the right and Easterly right-of-way line of Remington Park Drive, 116.73 feet to a 1/2" iron pin set;

THENCE S 55°03'54" W radial to said curve and departing said Easterly right-of-way line of Remington Park Drive, 24.23 feet to a 1/2" iron pin set;

THENCE S 28°01'28" W, 28.65 feet to a 1/2" iron pin set, said pin also being on the Northeasterly line of a tract of land conveyed to the Lewisville Independent School District by deed filed under County Clerk's File No. 86-R0085582 R.P.R.O.C.T., said iron pin also being a point of cusp on a non-tangent circular curve concave to the Northeast having a radius of 350.00 feet, a central angle of 17°21'23" and being subtended by a chord which bears N 28°23'24" W, 105.82 feet;

THENCE northwesterly and northerly along said curve and Northeasterly line of said School District tract, 106.02 feet to a 1/2" iron pin set;

THENCE N 19°42'43" W tangent to said curve and along the Northeasterly line of said School District tract, 19.46 feet to a 1/2" iron pin set, said iron pin also being the Point of Curvature of a circular curve to the left, having a radius of 550.00 feet, a central angle of 28°00'38" and having a chord that bears N 32°43'02" W, 247.55 feet;

THENCE along said circular curve to the left and Northeasterly line of said School District tract, 249.68 feet to a 1/2" iron pin set;

THENCE N 45°43'21" W tangent to said curve and along said Northeasterly line of said School District tract, 84.46 feet to a 1/2" iron pin set, said iron pin also being the Point of Curvature of a circular curve to the left, having a radius of 1000.00 feet, a central angle of 25°44'11" and having a chord that bears N 58°35'27" W, 445.42 feet;

THENCE along said circular curve to the left and Northeasterly line of said School District tract, 449.18 feet to a 1/2" iron pin set;

THENCE N 71°27'32" W tangent to said curve and along said Northeasterly line of said School District tract, 37.77 feet to a 1/2" iron pin set;

THENCE N 11°42'07" E departing said Northeasterly line of said School District tract, 50.38 feet to a 1/2" iron pin set;

THENCE N 16°50'24" E, 158.68 feet to a 1/2" iron pin set, said iron pin being on the Southerly line of Lot 1 of the Golf Club at Bridlewood, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet M, Slide 179, R.P.R.O.C.T.;

THENCE S 69°50'03" E along the Southerly line of said Lot 1, 19.30 feet to a 1/2" iron pin set;

THENCE S 67°18'07" E along the Southerly line of said Lot 1, 557.53 feet to a 1/2" iron pin set;

THENCE S 65°45'22" E along the Southerly line of said Lot 1, 235.81 feet to a 1/2" iron pin set;

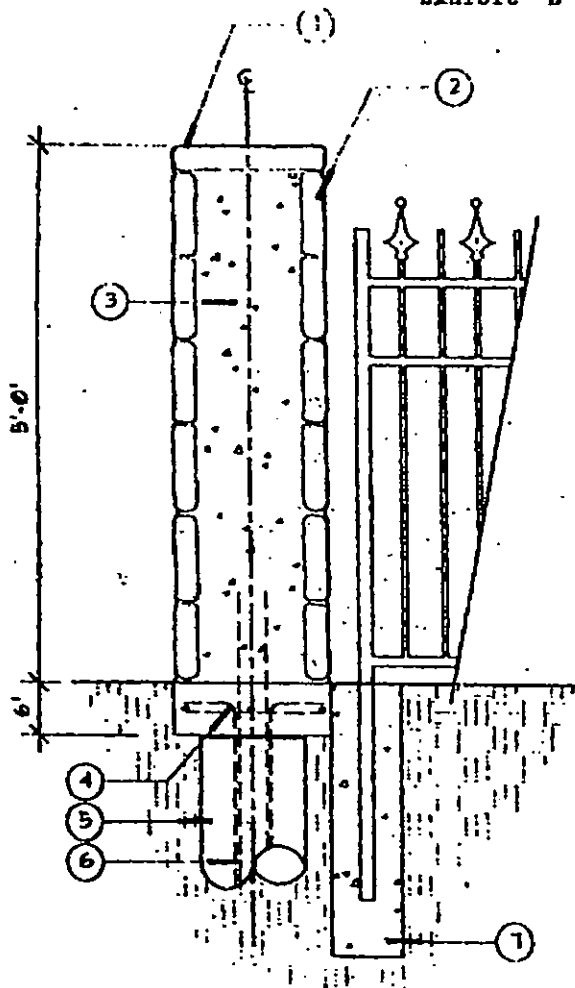
THENCE S 35°01'32" E along the Southerly line of said Lot 1, 264.68 feet to a 1/2" iron pin set;

THENCE S 20°02'03" E along the Southerly line of said Lot 1, 91.46 feet to a 1/2" iron pin set, said iron pin also being the east Northerly corner of Lot 4, Block 7 of the aforementioned Remington Park at Bridlewood;

THENCE S 32°46'21" W along a Northerly line of said Remington Park at Bridlewood, 315.00 feet to the POINT of BEGINNING, and containing 325,018 square feet or 7.461 acres of land.

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Exhibit "B"



- 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

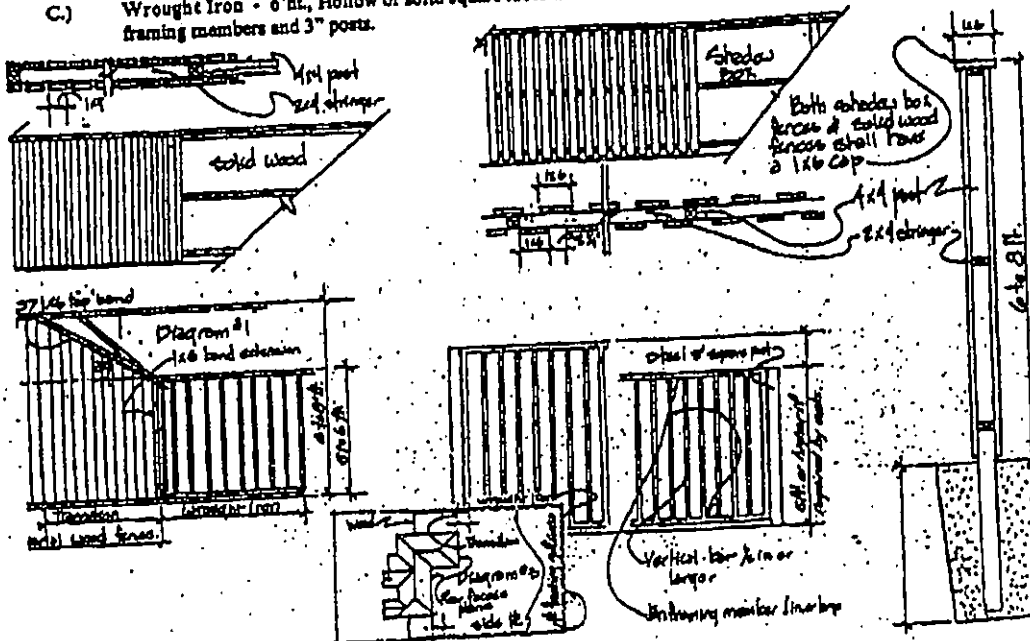
(B) GOLF COURSE FENCE COLUMN SECTION
 SCALE 3/4" = 1'-0"

EXHIBIT "B-1"

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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.) 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 Glen 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.

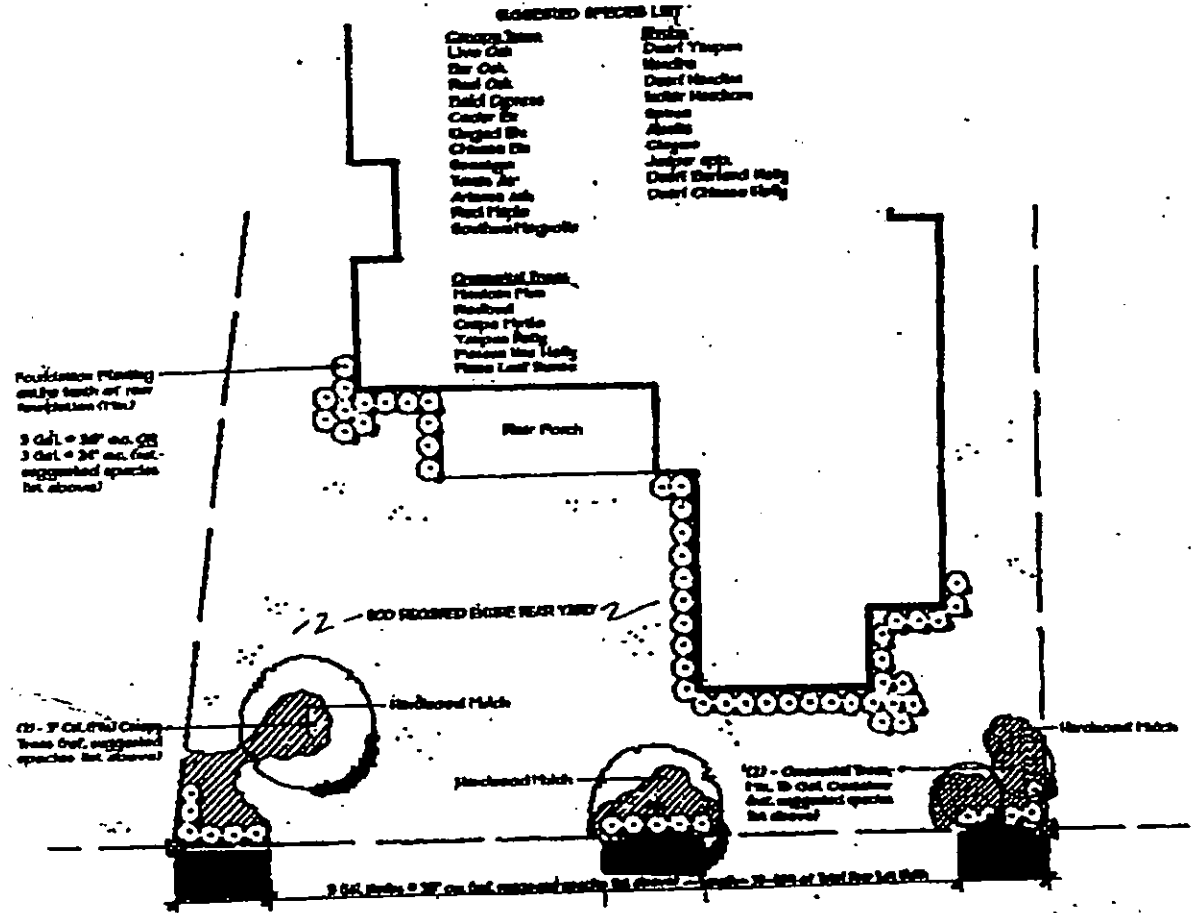


EXHIBIT "D"

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Case Case, Inc. - Typical Planting Standard
 02-5-87

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

On Jul 14 1998
At 12:37pm

Doc/Num : 98-R0061521
Doc/Type : AMD
Recording : 19.00
Doc/Mgmt : 6.00
Receipt #: 25241
Deputy - MARY