

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
STEEPLECHASE AT BRIDLEWOOD

028178

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 Master Declaration of Covenants, Conditions and Restrictions for Bridlewood, recorded in Volume M, Page 104 of the Real Property Records of Denton County, Texas (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, Steeplechase 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 "Committee" shall mean and refer to the Architectural Review Committee for Steeplechase as established by this Supplemental Declaration.

1.2 "Declarant" shall mean and refer to Bridlewood, Ltd., a Texas limited partnership, its successors and any personal representative of it who succeeds to the interest of the Partnership. Additionally, Declarant may assign all or any portion of its rights hereunder as such Declarant by an instrument expressly assigning such rights as Declarant to such assignee.

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 Steeplechase at Bridlewood, an Addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet M, Page 104 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 subdivision known as Steeplechase 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 "Residence" shall mean and refer to any single family residential dwelling situated upon any Lot.

1.7 "Steeplechase" shall mean and refer to the residential subdivision so designated on the 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 SITE.** 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 in Sections B1 and B2.

2.3 **PROPERTY MAINTENANCE.** During construction the site shall be kept reasonably clean, including no disposal or storage of rubbish that can blow onto other Lots. No brush or tree limbs shall be pushed onto adjacent Lots.

2.4 TRANSPORT VEHICLES. Trucks with tonnage in excess of one-and one-half (1-1/2) tons 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) in Sections B1 and B2. 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. 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 must be approved by the Committee as to style, size and location on Lot.

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 Steeplechase 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 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. Any fencing abutting any golf course property or clubhouse area shall be rod iron or equivalent 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.

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. At the time building plans for the Residence are submitted to the Committee, such plans shall include provisions for a brick mailbox enclosure, the design and location of which are to be in harmony with the style and materials of the Residence and shall be reviewed and approved by the Committee before commencement of construction of the Residence.

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 yards, front, rear and sides shall contain a complete, functioning automatic sprinkler system and 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 \$1,000 in the B1 and B2 Sections. 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.

ARTICLE III: ARCHITECTURAL REVIEW COMMITTEE

3.1 MEMBERSHIP. The Architectural Review Committee for Steeplechase, herein called the "Committee", shall be composed of three (3) individuals selected and appointed by Declarant, until such time as Declarant no longer holds Class B membership in the Association, after which time members of the Committee shall be appointed by the Board. Each member of the Committee shall serve a term of three (3) years and may be reappointed for a maximum of two (2) additional terms. The members shall appoint a chairman from their number. Each member shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Property. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property.

In the event of the death or resignation of any member of the Committee, Declarant shall appoint a successor until such time as the Declarant no longer holds Class B membership as described in the Master Declaration, after which time the remaining members shall have full authority to designate and appoint a successor for the remainder of a term. No member of the Committee shall be liable for claims, causes of action or damages (except where such claim, cause of action, or damage is occasioned by gross negligence or willful misconduct by such member of the Committee) arising out of services performed pursuant to this covenant.

3.2 DESIGN REQUIREMENTS. No building, fence, wall, or other structure or improvement shall be commenced, erected, or maintained within Steeplechase, 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.

3.3 PROCEDURES. Final plans shall be submitted, in duplicate, to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. If the plans are approved by the Committee, one complete set of plans will be retained by the Committee and the other set will be marked approved and returned to the Lot Owner or his representative. If the plans are found not to be in compliance with these covenants, conditions and restrictions, one set of the plans will be returned, marked "disapproved", accompanied by a reasonable statement of items found not to comply with these covenants, conditions and restrictions.

The Committee's approval or disapproval as required in these covenants, conditions and restrictions shall be in writing. In the event the Committee fails to approve or disapprove within twenty-one (21) days after plans have been submitted to it, approval will not be required and the related covenants, conditions and restrictions shall be deemed to have been fully complied with.

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 , unless amended or terminated as provided herein, 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 ten (10) 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 terminated by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in Steeplechase 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.

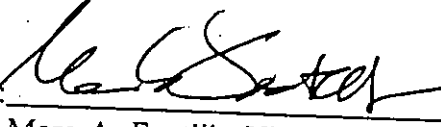
No amendment of this Supplemental Declaration shall be effective until recorded in the records of Denton County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

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 this Supplemental Declaration shall control.

Executed by the said Declarant, this 21st day of MARCH, 1995

BRIDLEWOOD, LTD.,
a Texas limited partnership

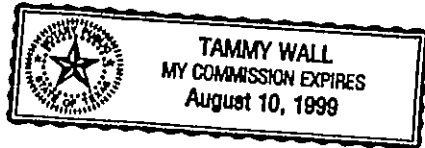
BY: BRIDLEWOOD I, INC.,
a Texas corporation,
Its General Partner

By: 
Marc A. Footlik, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me the undersigned authority, on this day personally appeared MARC A. FOOTLIK, Vice President 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 21 day of March 1995.



Tammy Wall
Notary Public in and for
State of Texas

My Commission Expires:
8-10-99

DA953230024
022396 v10
395:6170-3

THIS INSTRUMENT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND IS SUBJECT TO THE PUBLIC RECORDS ACT, CHAPTER 311, ACT OF SEPTEMBER 1, 1973, AND THE PUBLIC INFORMATION ACT, CHAPTER 552, ACT OF SEPTEMBER 1, 1977. THE SIGNATURE OF THE INSTRUMENT IS FILED IN THE PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND IS SUBJECT TO THE PUBLIC RECORDS ACT, CHAPTER 311, ACT OF SEPTEMBER 1, 1973, AND THE PUBLIC INFORMATION ACT, CHAPTER 552, ACT OF SEPTEMBER 1, 1977.

APR 26 1996

L. Hodges
COUNTY CLERK
DENTON COUNTY, TEXAS



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

On Apr 26 1996
At 1:38pm

Doc/Num : 96-R0028177
Doc/Type : RST
Recording: 29.00
Doc/Mgmt : 6.00
Receipt #: 13152
Deputy - Cheryl