

**AMENDMENTS TO THE DECLARATION OF RESTRICTIONS, COVENANTS, AND  
CONDITIONS OF BRIDLEWOOD ESTATES, AN ADDITION TO THE CITY OF  
COLLEYVILLE, TARRANT COUNTY, TEXAS**

THE STATE OF TEXAS                                 }  
   }  
COUNTY OF TARRANT                                 }

WHEREAS, Sandlin Properties, Inc. purchased real property from the Resolution Trust Corporation in August of 1993 by Special Warranty Deed recorded in Volume 11213, Page 0268, filed in the Office of Deed Records of Tarrant County, Texas ; and

WHEREAS, attached to said Special Warranty Deed and incorporated therein was an Agreed Judgment with certain exhibits which included Articles of Incorporation which, among other things, created the Homeowners of Bridlewood Estates (hereafter "the Association") , deed restrictions and By-Laws binding as to said real property; and

WHEREAS, the aforementioned real property was platted into Bridlewood Estates, an Addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1780 of the Office of Plat Records, Tarrant County, Texas; and

WHEREAS, the Declaration of Restrictions, Covenants, and Conditions have been amended thereafter from time to time; and

WHEREAS, The Board of Directors (the "Board") of said Association did call an Annual Meeting on behalf of said Association on April 19, 2018 for the specific purpose of Amending the aforementioned Declarations of Restrictions, Covenants and Conditions (the "Declaration") and did provide written notice of the meeting to all members of the Association as required by the Declaration, which notice included full and complete copies of the proposed Amendments; and

WHEREAS, of the one hundred twelve (112) members of said Association thirty-three (33) members attended in person and forty-nine (49) consented by proxy for votes to be cast representing their membership in the Association, said total present in person or by proxy representing seventy-three per cent (73%) of total membership, thereby establishing a quorum and the members could therefore Amend said Declaration of Restrictions, Covenants and Conditions in full compliance thereto and in accordance with Section 209.0041 of the Texas Property Code; and

WHEREAS, following discussion and deliberation of the proposed Amendments at said Annual Meeting of April 19, 2018 a Motion or Motions to adopt and approve same was/were duly seconded and these Amendments were approved and adopted by those present and by proxy assigned to the Board, said affirmative votes representing a minimum of fifty-one per cent (51%) of all members voting for those purposes.

WHEREAS, pursuant to the terms of the Declaration and subsequent Amendments thereto these Amendments shall become effective on April 19, 2018.

### **FIRST AMENDMENT**

The Association does hereby adopt and create a "Design Review Committee" to be selected in the same manner and to serve the same purpose in all particulars as the "Architectural Control Committee" as same is set forth in the Declaration and previous Amendments and which it does herein supercede in name and replace.

### **SECOND AMENDMENT**

Any and all references in the Declaration and any subsequent Amendments to a requirement that "all roofs shall be Elk Prestique II, weathered wood color or similar" is hereby deleted and removed. Roofs shall be of shingles of a type now used or otherwise available within the Addition, or be more durable than, and are of equal or superior quality to, the shingles authorized for use within the Addition, and may provide heating and cooling efficiencies greater than those provided by customary composite shingles. Shingles must match the aesthetics of the property within the Addition in accordance with any further requirements of the Board of the Association or the Design Control Committee.

### **THIRD AMENDMENT**

That portion of the Amendment of Restrictive Covenants filed in Volume 11631 at Page 0356 of the Land Records of Tarrant County, Texas written as 3. Paragraph g which states "...no fence, wall or hedge shall be placed on any portion of the sites with a greater height than six feet (6') unless approved by the Architectural Control Committee." shall be deleted and that portion of said Covenant shall be amended to read the following, to-wit:

..fences on any lots within the Addition may be no higher than eight feet (8') and no approval is required from the Design Control Committee as to the height of any such fence providing it is in compliance with existing municipal ordinances. No wall or hedge can exceed the height of six feet (6') without the approval of the Design Control Committee.

### **FOURTH AMENDMENT**

#### **REGULATION OF RESIDENTIAL LEASES OR RENTAL AGREEMENTS**

Pursuant to the Sec. 209.016 of the Texas Property Code the Association has adopted the following requirements pertaining to residential leases or rental agreements and the ownership of lots within the Addition by companies, individuals, partnerships, corporations, or any other entities engaged in the business of acquiring said lots and not actually occupying or residing upon said properties, to-wit

1. No lots in the Addition may be owned by any person or entity described in the above Paragraph.

2. Only ten per cent (10%) of the lots in the Addition may be subject to a leasing or rental agreement or may be occupied by a lessee or renter at any one particular time excluding temporary seller or buyer leaseback in an active real estate transaction to sell or purchase the subject property.
3. No member may enter into a leasing agreement or rental agreement for a period less than twelve (12) months duration. It being the express intent of the membership that short term leasing or rental is prohibited, subject only to Paragraph 2. Above.
4. No member of the Association may enter into a leasing or rental agreement on real property within the Addition until and unless that member has occupied and resided on that lot for a continuous period of not less than twelve (12) months.
5. The Board of Directors of the Association may exercise discretion in allowing any modification of the requirements of Paragraph 4 above if the member can demonstrate that full compliance would create an extreme hardship.
6. Any member of the Association who has entered into any such sale agreement or contract with any entity or individual described in the first paragraph of this Regulation or entered into any leasing or rental agreement as to any lot in the Addition shall advise the Board within five (5) days of entering into same and shall submit to the Board the full and complete name of the lessor, renter or purchaser, the sales price if it is being sold, the amount of any lease charge and/or rental, and the time period covered by the terms of the lease. The Board shall have the power to levy an assessment as it deems necessary to enforce this Regulation. The Board shall have the authority to avail itself of all legal means necessary to enforce all provisions of this Regulation to protect the integrity of the Addition.

**FIFTH AMENDMENT**

**ASSESSMENT LIEN AND FORECLOSURE**

- (a) All sums assessed in any manner set forth in these Declarations, Restrictions, Conditions or By-Laws of the Addition but unpaid shall, together with interest and the cost of collection, including attorneys' fees, which stipulate or establish a continuing lien and charge on the lot covered by such assessment, shall bind such lot in the hands of the owner, and his heirs, devisees, personal representatives and assigns. Declarant/owner hereby reserves, grants and assigns to the Association, without recourse, a vendor's lien and a contractual lien against each lot or portion thereof located on the property to secure the payment of all assessments authorized under this Declaration. This personal obligation shall not pass to successors in title unless expressly assumed by them.
- (b) Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum nonusurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.
- (c) Declarant hereby expressly reserves and grants to the Association and its agents the right and power to bring all actions against all members of the Association personally for the collection of such assessments and other sums as a debt and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including a judicial foreclosure or non-judicial foreclosure.
- (d) By acceptance of title to any lot, each owner (and member of the Association) shall be deemed to have expressly ratified the grant of such right and power, including, without limitation, the right of private power of sale in connection with such liens. All remedies provided herein shall be cumulative and not exclusive.
- (e) The aforesaid lien to secure assessments shall be superior to all other liens and charges against any lot located within the Property, except only for tax liens and any sums unpaid on a first mortgage lien or first deed of trust lien properly filed of record. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association.
- (f) To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the lot covered by such lien and a

description of the lot or portion thereof covered by the lien. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Tarrant County, Texas. If required by law, the Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

- (g) Such lien for payment of assessments shall attach with the priority set forth above from the date that such payment becomes delinquent as set forth in Section 3.7 hereof and may be enforced by the foreclosure of the defaulting owner's lot by the Association. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred.
- (h) In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to non-judicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.
- (i) At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid on the lot or portion thereof subject to sale at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.
- (j) During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; and, (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

- (k) Upon the written request of any mortgagee holding a lien on any lot located on any part of the Property, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

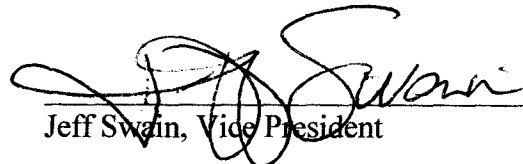
# CERTIFICATION

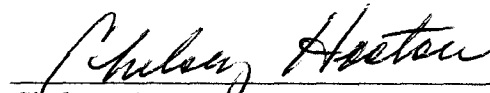
WE, the undersigned Board of Directors of the Homeowners of Bridlewood Estates, upon our oaths duly sworn do state that all items set forth in these "Amendments to the Declaration of Restrictions, Covenants, and Conditions of Bridlewood Estates, an Addition to the City of Colleyville, Tarrant County, Texas" are true and correct to the best of our knowledge and belief and that on April 19, 2018 at an Annual Meeting called for that purpose not less than 51% of all members of said Homeowners of Bridlewood Estates voted to approve and adopt these Amendments effective April 19, 2018.


IN WITNESS WHEREOF, we have hereunto subscribed our names on this, the 1<sup>st</sup> day of ~~May~~ 2018.

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Matt France, President

  
Jeff Swain, Vice President

  
Chelsea Hooton, Secretary

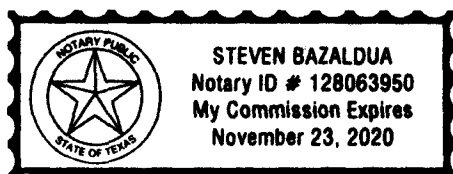
  
Palmer Keith, Treasurer

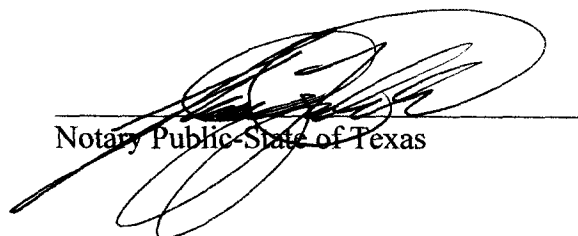
STATE OF TEXAS

COUNTY OF TEXAS

BEFORE ME, on this day personally appeared Matt France, Jeff Swain, Chelsea Hooton and Palmer Keith, in their capacity as the Board of Directors of said Homeowners of Bridlewood Estates known by me to be those persons subscribing this document and acknowledged to me they executed same for the purposes stated and in their respective capacities and as the act and deed of said Homeowners of Bridlewood Estates.

Given under my hand and seal of office, this 1<sup>st</sup> day of ~~May~~ 2018.




  
Notary Public-State of Texas



# CERTIFICATION

I, the undersigned do declare that I am the Secretary of the Board of Directors of the Homeowners of Bridlewood Estates, and that I hereby certify that the foregoing document, which amended the Declaration of Restrictions, Covenants, and Conditions of said Homeowners of Bridlewood Estates was approved on the 18<sup>th</sup> day of April, 2018 at the Annual Meeting of the members of said Homeowners of Bridlewood Estates at which a quorum was present and more than 51% of said members of the Homeowners of Bridlewood Estates present or by proxy given approved same.

Dated this 1<sup>st</sup> day of May, 2018.

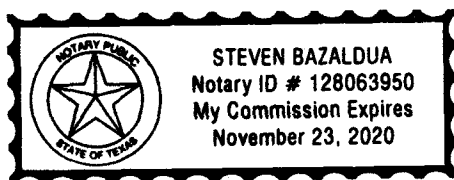
  
Chelsea Hooton, Secretary  
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STATE OF TEXAS

COUNTY OF TEXAS

BEFORE ME, on this day personally appeared Chelsea Hooton in her capacity as Secretary the Board of Directors of said Homeowners of Bridlewood Estates known by me to be that person subscribing this document and acknowledged to me that she executed same for the purposes stated and as the act and deed of said Homeowners of Bridlewood Estates.

Given under my hand and seal of office, this 1<sup>st</sup> day of May, 2018.



  
Notary Public, State of Texas

**After recording please return to:**

Tom Tannehill  
Attorney at Law  
1016 Murl Drive  
Irving, TX 75062



MARY LOUISE GARCIA  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TOM TANNEHILL, PC  
1016 MURL DRIVE  
IRVING, TX 75062

Submitter: KAREN B POLLOCK

**DO NOT DESTROY**  
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Filed For Registration: 6/4/2018 1:55 PM

Instrument #: D218119997

BL 10 PGS \$48.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D218119997

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.