DECLARATION OF RESTRICTIONS, COVENANTS, AND AND CONDITIONS OF BRIDLEWOOD ESTATES

THE STATE OF TEXAS

(KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made this _____ day of 1993, by SANDLIN PROPERTIES, INC., a Texas corporation, hereinafter called "Developer".

Description of Property

The land to which these Restrictions apply is described as follows: Situated in Tarrant County, Texas, and being ALL LOTS AND ALL BLOCKS, BRIDLEWOOD ESTATES, an Addition to the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Cabinet , Slide , Plat Records, Tarrant County, Texas.

Restrictive Covenants

Each of the specifically numbered Lots shown upon the above described recorded residential subdivision (as distinguished from such land, if any, within the limits of such subdivision which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

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- b. ALL dwellings and accessory structures shall be erected and maintained behind the building line shown on the Lot, or as otherwise approved by the Architectural Control Committee Identical elevations will not be allowed on the same block. All elevations must be approved by the Architectural Control Committee.
- c. No dwelling or accessory structure shall be erected or maintained nearer than 5 feet from the side line of any Lot or as approved otherwise by the Architectural Control Committee.
- d. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: All living Units - 2100 square feet for single story. 2300 square feet for two stories.
- e. All dwellings shall be constructed of stone, masonry, brick, or of a glass building material of the kind usually used for outside walls, to the extent of at least seventy-five percent (75%) of the area of the outside walls. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee.
- f. Roofs shall be Elk Prestique II, weathered wood color or similar. All roofs shall be not less than an 7/12 pitch. In no case shall the Architectural Control Committee's approval of

EXHIBIT "B"-25

proposed improvements be unreasonably withheld.

- g. No fence, wall or hedge shall be placed on any Lot nearer to the front street than is permitted for the house on said Lot; no fence wall or hedge shall be placed on any portion of the sites with a greater height than eight feet (8') and no wire or woven fence is permitted on any part of any Lot, except as otherwise approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.
- h. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two (2) stories in height. Each single family residential dwelling erected on any Lot shall provide a garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Garage structures may face the front property line only if they are constructed a minimum of fifty (50) feet from the front property line. Garages on corner Lots may optionally open directly towards and have driveways entrances from the side street, except that no garage or carport shall face and open at less than a 90-degree angle to the side street unless the garage or carport is at least twenty-five (25) feet from the side street property line, except as otherwise approved by the

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- i. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
 - j. None of the Lots shall be subdivided into smaller Lots.
- k. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not bred or maintained for any commercial purpose.
- No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- m. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Homeowners of BRIDLEWOOD ESTATES.
- n. No radio, television, ham radio or other aerial antennas shall be allowed unless inside the attic of any building and no such aerial shall be maintained on any Lot not containing a

EXHIBIT "B"-27

dwelling, except as may be approved by the Architectural Control Committee. Underground utilities are required in Bridlewood Estates. Air conditioning compressors shall not be visible from the front street view of any dwelling. Satellite dishes must not exceed fence height and will be screened from street view. Installation of any satellite dish must be approved by The Architectural Control Committee.

- All homes shall be pre-wired for a fire and security system.
- p. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion.
- q. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- r. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure shall be erected, maintained or permitted upon any Lot.
- s. No outbuilding, shop or trailer or residence of temporary character shall be permitted. No building material of any kind or character shall be stored upon the Lot until the owner is ready to
- t. No boats, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to

commence improvement.

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- u. Specifically exempted from the provisions of this section are activities by the Developers of BRIDLEWOOD ESTATES, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.
- v. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.
- w. Mailboxes shall be constructed of brick to match the residence.
- x. Each Lot on which a dwelling unit is constructed shall have landscaping, including, but limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for BRIDLEWOOD ESTATES. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. Sprinklers or suitable irrigation and required landscaping are required within 120 days after structure is occupied.
- vegetation of his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) days prior written notice and Owner shall fail to (1) control weeds, grass

EXHIBIT"B"-29

and/or other unsightly growth; (2) remove trash, rubble, building and construction debris; or (3) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. assessments, plus 10% interest per annum thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue from date a "Notice of Lien" is filed in the lien records of Tarrant County, Texas.

z. Lot______, Block______, is defined as open space for the use and enjoyment of the residents of BRIDLEWOOD ESTATES. Said open spaces shall be maintained by the Homeowners of BRIDLEWOOD ESTATES Homeowners Association. These restrictions do not apply to this lot.

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EXHIBIT<u>"B"-</u>30

No building shall be erected, placed, or altered on any building plot in this subdivision until a complete set of building plans (which shall clearly indicated all exterior materials) and a plot plan of the location of such building shall have been delivered to the Architectural Control Committee designed as hereinafter provided, and until such building plan and plot shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. The plot plan and plan shall be returned to the owner of the Lot after approval of the Architectural Control Committee has been appropriately endorsed thereon. The Declarant shall have the authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Architectural Control Committee. The Architectural Control Committee shall consist of not less than two nor more than three members, and the Declarant shall also have the authority to fill any vacancies in the Architectural Control Committee.

The Architectural Control Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the Architectural Control Committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of the Lots included within the subdivision, as determined

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EXHIBIT "b"-31

on a per lot basis, shall have the right to elect or appoint, from

The Architectural Control Committee shall receive no fees or compensation for its services. The initial Architectural Control Committee shall consist of two or more persons to be appointed by the Declarant.

General Provisions

The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the Benefit of and be enforceable by the Association or the Owner of any land subject to the Declaration, their respective legal representative, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living Unics has been

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EXHIBIT "B"-32

Attached hereto and incorporated herein are the Bylaws and Articles of Incorporation on Bridlewood Estates Homeowners Association, Inc., a Texas Non-Profit Corporation which will be utilized as therein provided, per Exhibits "B" & "C".

EXECUTED this ____ day of

SANDLIN PROPERTIES, INC.

Terry Sandlin Vice President

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ____ day of , 1993, by TERRY SANDLIN, Vice President of SANDLIN PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

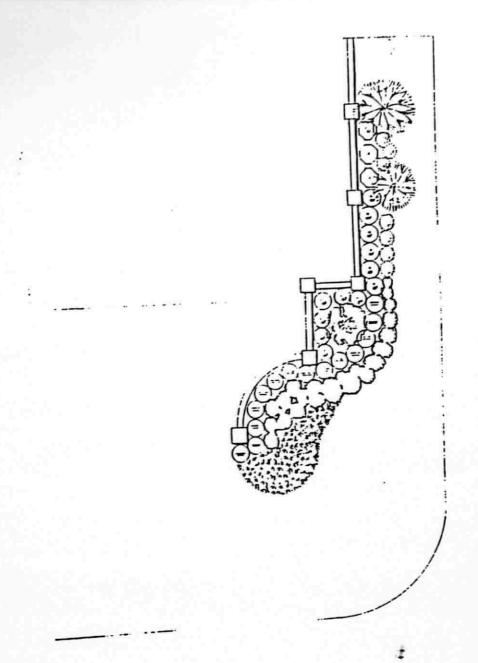
My commission expires:

Notary Public, State of

Notary's printed name:

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EXHIBIT"B"-33





EXHIBIT_"C"-

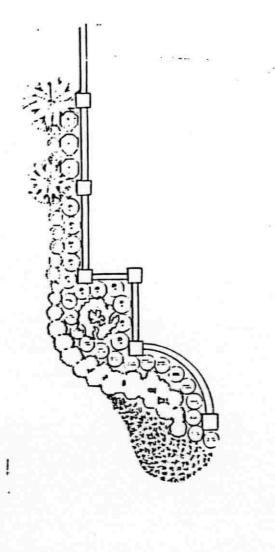


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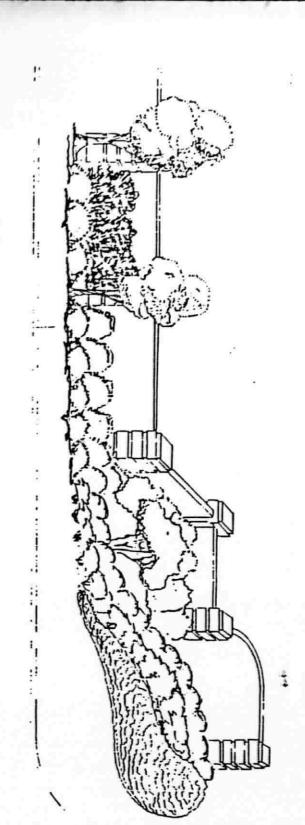
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Exhibit "C" - Page 45



EXHIBIT_"D"-





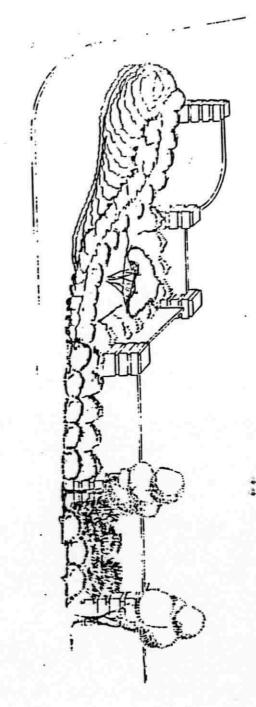


EXHIBIT "D"-2