

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

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

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 [except Lot 8, Block 1, Lot 20, Block 6, and "Out Lot A", which are exempted and excluded from this Declaration<sup>1</sup>].

**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:

- a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets, in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.
- 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

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<sup>1</sup>The bracketed language is due to the editor. An amendment adopted on June 23, 1994 provided in part that "The Declaration of Restrictions, Covenants and Conditions of Bridlewood Estates as well as the Articles of Incorporation, Bylaws and Homeowners Association of Bridlewood Estates specifically exclude and exempt Lot 8, Block 1, Lot 20, Block 6, and 'Out Lot A' described in the herein above referenced Plat."

the Architectural Control Committee.<sup>2</sup>

c. No dwelling or accessory structure shall be erected or maintained nearer than five feet (5') 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 Pesticide II, weathered wood color or similar. All roofs shall be not less than 7/12 pitch.<sup>3</sup>

g.<sup>4</sup> 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 six feet (6) unless approved by the Architectural Control Committee. 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. Retainer wall material and location must be approved by the Architectural Control Committee. Walls may be constructed of brick, stone or other materials approved by the Architectural Control Committee.

h. All lots shall be used for single-family residential purposes only. No building having a roof and a permanent foundation 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.<sup>5</sup> Each single family residential dwelling erected on any Lot shall provide garage space<sup>6</sup> 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 feet (50') from the front property line. Garages on corner Lots may optionally open directly towards and have driveway 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,

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<sup>1</sup> Set by Amendment filed February 23, 1005, effective February 23, 2006.

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<sup>4</sup>This entire paragraph g. was rewritten by amendment adopted June 23, 1994. The changes reduced the maximum height of fences &c. from eight feet to six, but expressly allowed that the Architectural Control Committee could approve fences of greater heights. The amendment also added the last two sentences of the present paragraph.

<sup>1</sup> Set by Amendment filed February 23, 1005, effective February 23, 2006.

<sup>6</sup>“a garage space” in original.

except as otherwise approved by the Architectural Control Committee. Carports are not encouraged but may be permitted if, in the reasonable opinion of the Architectural Control Committee, the exterior surface and appearance will substantially compare with a garage, and if no storage of items which would otherwise be visible will occur there under. Any and all proposed garage or carport plans and specifications must be submitted to the Architectural Control Committee for review.

I. Each residence maybe 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 arc not bred or maintained for any commercial purpose.

l. 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 Lost except a "for sale" sign, or a political campaign sign during the continuance of the campaign, which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Homeowners of Bridlewood Estates, Inc.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 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, which front street view for the purposes of these Restrictions is the view of a person of ordinary height standing anywhere on the sidewalk in front of the subject dwelling, at any point between the side property lines of the Lot. Except as is strictly necessary to acquire a signal, satellite dishes must not be mounted on the front nor on the side of a dwelling or other structure, nor on roof areas in view of the street. Wherever mounted, satellite dishes must be screened from street view.

o. 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, or to the view from the immediately adjacent Lot, 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, or the like.

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, trailer, factory-built home, or residence of temporary character shall be permitted, except as provided in this section. For the purposes of these Restrictions, an outbuilding is any roofed or covered structure, whether or not on a permanent foundation, that is not integral to the dwelling and is not part of the approved original construction plans for the dwelling. One and only one such structure is permitted on each Lot, provided that the high point of such structure is not more than seventy-two (72) inches above the lowest point of the natural contour of the land directly under the structure, and provided further that it is not visible to the front street view. A tent or other shelter that is erected for a short time for a strictly temporary use

is not an outbuilding within the meaning of this Restriction.

t. Any boat, trailer, recreational vehicle, camper, boat trailer, or similar wheeled vehicle must stored or parked out of the street and public view, except for temporary parking or storage not to exceed twenty-four (24) hours. No vehicle of any type may be parked overnight on the streets in BRIDLEWOOD ESTATES for more than (3) nights in any sixty-day (60) period.

u. No vehicle of any size which transports inflammable or explosive cargo may be kept in the Addition at any time.

v. Mailboxes shall be constructed of brick to match the residence.

w. Each lot on which a dwelling unit is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, and including the planting of shrubs, bushes, or other ornamental plants next to the foundation of a structure and along the entire length of any wall directly facing a street, of 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 One Hundred Twenty (120) days after structure is occupied.

x. Each lot owner shall mow and maintain the landscaping and 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 an Owner shall fail to (1) control weeds, grass, 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. The 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 or 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.

y. Lot 8, Block 1,<sup>7</sup> 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.

#### **Architectural Control Committee**

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

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<sup>7</sup>The lot and block numbers were inserted by amendment adopted June 23, 1994.

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 fewer<sup>8</sup> 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 on a per lot basis, shall have the right to elect or appoint, from time to time, a successor Architectural Control Committee. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans, specifications, and plot plans within five (5) working days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans, specifications, and plot plan. The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof.

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 Developer. The initial Architectural Control Committee shall be the Architectural Control Committee for all initial dwelling units<sup>9</sup>.

### **General Provisions**

It is mandatory that each lot owner will be a member of the Homeowners Association of Bridlewood Estates.<sup>10</sup>

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 representatives, heirs, successors, and assign

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<sup>8</sup>“less” in original.

<sup>9</sup>The last two sentences of this paragraph were added by amendment adopted June 23, 1994. That amendment stated that the sentences should be added to the end of what was then the existing paragraph. That original paragraph, however, consisted of two sentences, the second of which was identical to the first of the two sentences added by the amendment, except that the word “Declarant” was used instead of the present “Developer”. The editor has omitted the second sentence of the original paragraph in the belief that the amendment intended to substitute for it instead of adding to it.

<sup>10</sup>This sentence added by amendment adopted June 23, 1994. The place at which this language was to be inserted was not specified by the amendment. Its placement here is due to the editor.

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 Units has been recorded, agreeing to changes said restrictions, covenants, and conditions in whole or in part.

Attached hereto and incorporated herein are the Bylaws and Articles of Incorporation of Homeowners of Bridlewood Estates, Inc.,<sup>11</sup> a Texas Non-Profit Corporation which will be utilized as therein provided, per Exhibits "B & C"

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<sup>11</sup>This is the legal title specified in the Articles of Incorporation. The original mistakenly used the title "Homeowners Association of Bridlewood Estates, Inc."