

# **CASTLEWOOD**

## **Section Two**

### **Supplemental**

### **Declaration**

### **CCRs**

9710024-416-LF

-- L.F. \$29.00.

044274

SUPPLEMENTAL DECLARATION TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CASTLEWOOD AND  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
CASTLEWOOD SECTION TWO ADDITION

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DENTON    §

This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Castlewood and Declaration of Covenants and Restrictions for the Castlewood Section Two Addition (this "Supplemental Declaration"), is made on the date hereinafter set forth by Balfour Village Estates, L.P. (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Castlewood, which was filed for record in the land records of Denton County, Texas (hereinafter called the "Master Declaration"); and

WHEREAS, Declarant desires to subject the real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), which is subject to the Master Declaration, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner thereof; and

NOW, THEREFORE, pursuant to Article IX of the Master Declaration, Declarant hereby supplements the Master Declaration and declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof.

ARTICLE I.

DEFINITIONS

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

## ARTICLE II.

### PROTECTIVE COVENANTS

1. **Terms.** The following terms when used in this Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Castlewood Section Two Addition (the "Addition") designated as a lot on the Subdivision Plat of the Property as recorded in the plat records of Denton County, Texas (the "Subdivision Plat"), excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

(b) "Home" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Home is located.

(c) "Committee" shall mean either the New Construction Committee or the Modifications Committee, as applicable. References herein to the "Committee" shall reference the appropriate committee as defined in the Master Declaration.

(d) "Association" shall mean Castlewood Homeowners' Association, Inc.

2. **Development Restrictions.**

(a) The Property shall be developed substantially in accordance with the preliminary plat for the Castlewood Section Two Addition attached hereto as Exhibit "B" and incorporated herein by reference for all purposes. Any significant modifications from Exhibit "B" and all utility, grading and paving plans shall be submitted to the Declarant for approval, which approval shall not be unreasonably withheld or delayed.

(b) Any "Common Areas" shown on Exhibit "B" or on the Subdivision Plat and being within the Property shall be landscaped and irrigated by an underground, automatic sprinkler system. The installation of landscaping and the sprinkler system shall not be required in those portion of the Common Areas that have natural tree coverage. Upon approval and acceptance for maintenance of said improvements to the Common Areas by the Association, such areas shall be deeded to the Association.

(c) The entire area between the fence of Homes backing or siding on Castlewood Boulevard and the curb of Castlewood Boulevard shall be irrigated, turfed, landscaped and have a minimum of twenty-six (26) trees, with a minimum size of three (3) caliper inches. The preservation of existing, healthy trees shall apply to satisfaction of the requirement for twenty-six (26) trees. The fencing along that portion of the Property adjacent to Castlewood Boulevard shall be of uniform and consistent construction, approved by the Committee, in accordance with the requirements of Exhibit "C" hereto; and, if applicable, the entire fence for each platted phase of development of the Property

shall be constructed at the same time. A four (4) foot sidewalk of either asphalt or concrete shall also be constructed adjacent to Castlewood Boulevard.

(d) Any irrigation, landscaping, fencing or other improvements within the Property intended to be maintained by the Association, including any Common Area and fencing along Castlewood Boulevard, must be inspected and approved by the Committee after construction prior to acceptance for maintenance by the Association. New turf must be fully established and plant material must be warranted for a period of six (6) months before the Association will accept maintenance responsibility for these improvements.

(e) Lot size and shape shall be substantially in accordance with Exhibit "B" attached hereto and incorporated herein by reference. No Lot may be resubdivided.

### 3. Land Use.

(a) All Lots (except those restricted or utilized as Common Area, park, nature reserve or the like) shall be known, described and used as lots for residential purposes only and, except as otherwise provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, constructed in place. As used herein, the term "residential purposes" shall be construed to prohibit the use of Lots for duplex houses, garage apartments, or apartment houses; or any business or similar activity, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve regular visitation of the Home by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors of the Association. Except for portable storage and accessory buildings permitted pursuant to the terms of this Supplemental Declaration, no modular, prefabricated or other building or residence of any kind or character shall ever be moved onto any Lot, it being the intention that only new in place construction of residential structures shall be permitted on the Lots.

(b) Lease or rental of a Home for residential purposes shall not be considered a violation of this Supplemental Declaration so long as the lease is for not less than the entire Home and all improvements thereon and is for a term of at least six (6) months and is in compliance with this Supplemental Declaration and the Master Declaration.

4. Screening and Fences. No fences, hedges, screens, barriers or walls shall be erected or maintained on the front or side of any Lot adjacent to Fairfield Lane or at the rear of Lots 1 through 9 of Block K unless first approved by the Committee. Fences shall not exceed six (6) feet in height and be constructed only of masonry, wrought iron or in accordance with Exhibit "C" attached hereto and incorporated herein by reference. Limited use of decorative wood picket fencing or similar decorative wood features may be considered and approved by the Committee.

5. Annovance or Nuisances. No noxious or offensive activity may be carried on upon any Lot. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the neighborhood by way of odor, fumes, excess light, vibrations, dust, smoke or noise. The Board, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

6. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or Home, except, subject to the rights of the Declarant to require removal of any distasteful, unsightly, weathered or abandoned signs, one sign of not more than six (6) square feet in surface area advertising the particular Lot or residence on which the sign is situated for sale or lease. Notwithstanding the foregoing, Declarant may permit builders or others to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property.

7. Oil and Mining Operations. No oil drilling or 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 designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

8. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or rubble. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building material used in the construction of improvements erected upon any Lot may be placed upon such Lot, but not within the street right-of-way, at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

9. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner Lot which obstructs sight lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above roadways, and lies within a triangular area on any corner Lot described by three (3) points, two (2) such points being at the edges of the paving abutting said corner Lot and at points twenty-five (25) feet back along the curb on the two (2) intersecting streets abutting said corner Lot, and the third point being the center of the corner curb curve abutting said Lot.

10. Animals. No animals, reptiles, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose.

11. Compliance With Ordinances and Regulations. All improvements constructed on Lots shall comply with, and all Lots shall be used in accordance with, applicable ordinances or regulations of the City of Highland Village, Texas or any other applicable governmental authority.

12. Inflammatory or Explosive Cargo. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

13. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City of Highland Village, Texas or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity (including but not limited to any person owning or acquiring any part of the Property) and all utility services facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Properties.

### ARTICLE III

#### AMENDMENTS

1. Bv Declarant. Until termination of the Class "B" membership, Declarant may amend this Supplemental Declaration for any purpose with the written approval of Village Development, G.P. and its successors and assigns (collectively, "Village Development"), which approval shall not be unreasonably withheld or delayed.

2. Bv Owners.

(a) Except as provided above and otherwise as specifically provided herein, this Supplemental Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of a majority of the Owners of the Units subject to this Supplemental Declaration; (ii) the written consent of the Association acting upon resolution of its Board of Directors; and (iii) so long as the Declarant owns any property subject to the Master Declaration, the consent of the Declarant.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant or Village Development without the written consent of the Declarant or Village Development or the assignee of such right or privilege.

3. Rights of City. Notwithstanding the foregoing, the prior written consent of the City of Highland Village, Texas, shall be necessary for any amendment that modifies or alters the rights or obligations of the City of Highland Village, Texas.

ARTICLE IV

VILLAGE ASSOCIATION/ADDITIONAL RESTRICTIONS

1. Village Association. Declarant acknowledges that Village Development, or an affiliate, may establish a Village Association for the Property in accordance with the terms of the Master Declaration. Village Development, or its affiliate, as declarant, with respect to such Village Association, may establish village assessments with respect to the Lots in accordance with the declaration for the Village Association.

2. Additional Restrictions. Declarant hereby authorizes Village Development to record additional restrictive covenants with respect to the Property, provided such covenants are not adverse to the provisions hereof. In the event of a conflict between the terms of this Supplemental Declaration and any additional restrictive covenants filed by Village Development, the provisions of this Supplemental Declaration shall control.

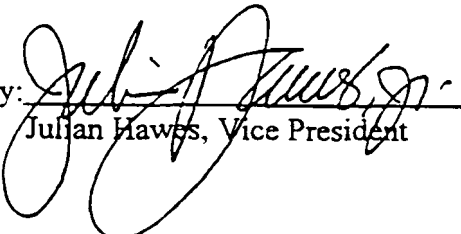
3. Architectural Review Committee. Declarant hereby authorizes Village Development to appoint an architectural review committee to adopt and administer Design Guidelines for the Addition and to review and approve applications for construction and modifications. All dwellings constructed in the Addition shall be built in accordance with plans and specifications approved by such architectural review committee.

EXECUTED to be effective as of the 30 day of JUNE, 1997.

DECLARANT:

BALFOUR VILLAGE ESTATES, L.P.

By: BRE/Castlewood L.L.C.  
General Partner

By:   
Julian Hawes, Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 1997, by Julian Hawes, Vice President of BRE/Castlewood L.L.C., a Delaware limited liability company, General Partner of Balfour Village Estates, L.P., a Texas limited partnership, on behalf of said limited liability company and partnership.

Dana Knolleneberg  
Notary Public in and for the State of Texas



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EXHIBIT "A"

All that certain tract or parcel of land situated in the City of Highland Village, Denton County, Texas, and part of the T & P Railroad Survey, Abstract No. 1300; J. Edmondson Survey, Abstract No. 398; and the Wm. Herod Survey, Abstract No. 591 and being a portion of that certain 185.222 acre tract conveyed to Balfour Village Estates, L.P. by deed recorded in County Clerk's File No. 96-R0059030, Real Property Records, Denton County, Texas and further described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "SURVCON" found at the beginning of a tangent curve to the right in the westerly right-of-way line of Castlewood Boulevard (a 60-foot wide public right-of-way) at the northwesterly corner of Castlewood Section One, an addition to the City of Highland Village, Texas, as recorded in Cabinet N, Pages 113-115 of the Plat Records of Denton County, Texas;

THENCE along the westerly line of said Castlewood Section One for the following four courses:

Southerly, 283.14 feet along the arc of said tangent curve to the right, having a central angle of 27 degrees 29 minutes 47 seconds, a radius of 590.00 feet, and whose long chord bears South 05 degrees 41 minutes 59 seconds East, 280.43 feet to a found 5/8-inch iron rod with cap stamped "SURVCON";

South 08 degrees 02 minutes 54 seconds West, 297.95 feet to a found 5/8-inch iron rod with cap stamped "SURVCON" set for the beginning of a tangent curve to the left;

Southerly, 555.97 feet along the arc of said tangent curve to the left, having a central angle of 52 degrees 39 minutes 09 seconds, a radius of 605.00 feet, and whose long chord bears South 18 degrees 16 minutes 40 seconds East, 536.61 feet to a found 5/8-inch iron rod with cap stamped "SURVCON";

South 45 degrees 23 minutes 45 seconds West, 2.69 feet to a found 5/8-inch iron rod with cap stamped "SURVCON" found in the northeasterly line of a Brazos Electric Power Cooperative, Inc. easement recorded in County Clerk's file No. 93-R0032708, Real Property Records, Denton County, Texas;

THENCE North 44 degrees 44 minutes 24 seconds West, along the northeasterly line of said Brazos Electric Power Cooperative, Inc. easement, 252.33 feet to a found 5/8-inch iron rod with cap stamped "SURVCON";

THENCE North 48 degrees 23 minutes 03 seconds West, along the northeasterly line of said Brazos Electric Power Cooperative, Inc. easement, 624.72 feet to a found 5/8-inch iron rod with cap stamped "SURVCON";

THENCE North 27 degrees 46 minutes 33 seconds West, along the northeasterly line of said Brazos Electric Power Cooperative,

Continued on next page

Inc. easement, 681.33 feet to a found 5/8-inch iron rod with cap stamped "SURVCON";

THENCE North 01 degree 45 minutes 34 seconds West, passing at 865.85 feet a Corps of Engineer monument stamped F-530-1 found in the southerly line of Lewisville Lake, continuing for a total distance of 1102.69 feet to a set 5/8-inch iron rod with cap stamped "SURVCON" found in the southerly line of said Lake Lewisville;

THENCE North 88 degrees 14 minutes 26 seconds East, 660.86 feet to a 5/8-inch iron rod with cap stamped "SURVCON" found for the beginning of a non-tangent curve to the left;

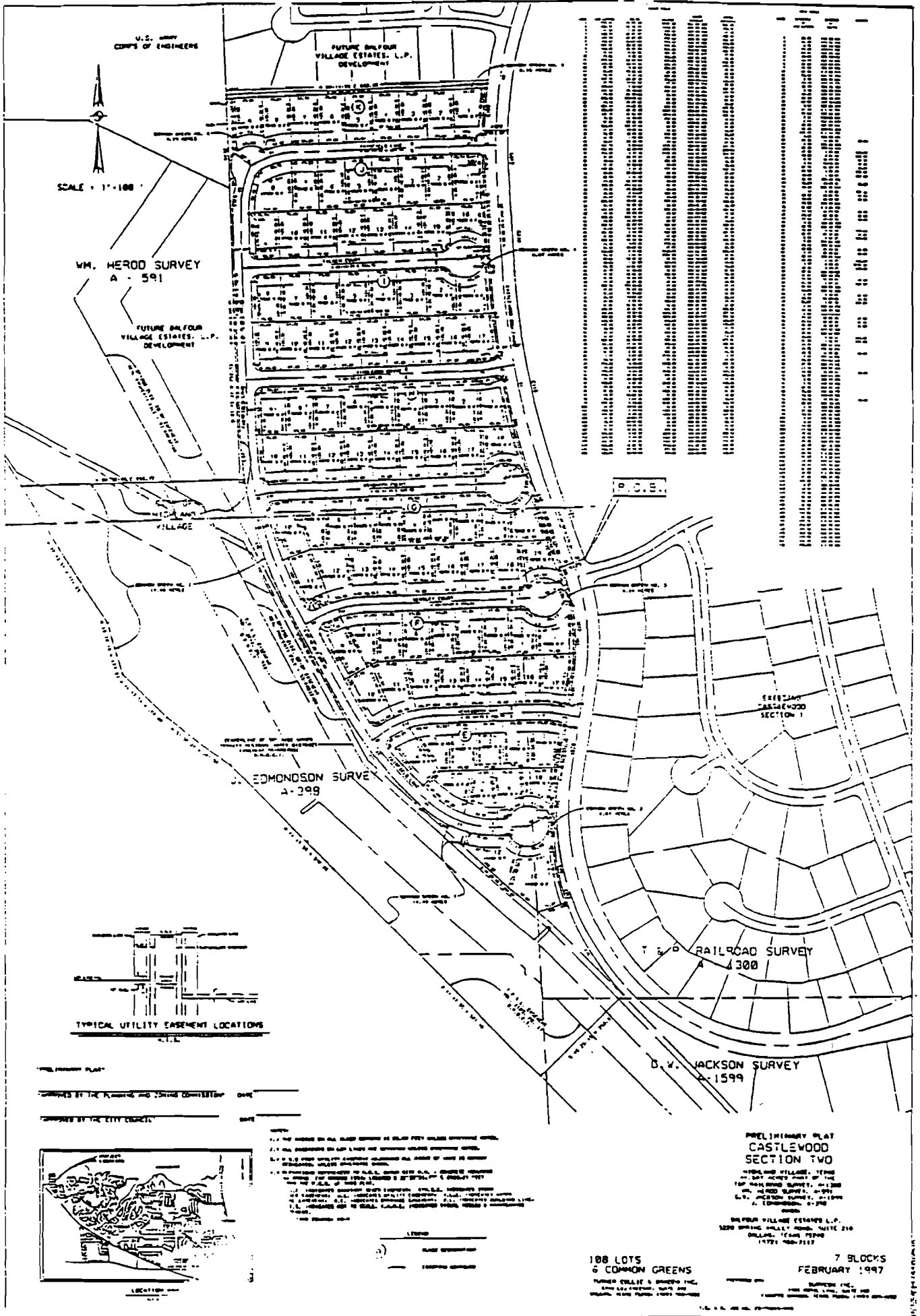
THENCE Southerly, 234.78 feet along the arc of said non-tangent curve to the left, having a central angle of 10 degrees 20 minutes 51 seconds, a radius of 1300.00 feet and whose long chord bears South 01 degree 50 minutes 07 seconds West, 234.46 feet to a found 5/8-inch iron rod with cap stamped "SURVCON";

THENCE South 03 degrees 20 minutes 19 seconds East, 250.76 feet to a 5/8-inch iron rod with cap stamped "SURVCON" found for the beginning of a tangent curve to the left;

THENCE Southerly, 598.87 feet along the arc of said tangent curve to the left, having a central angle 16 degrees 06 minutes 34 seconds, a radius of 2130.00 feet and whose long chord bears South 11 degrees 23 minutes 35 seconds East, 596.90 feet to a 5/8-inch iron rod with cap stamped "SURVCON";

THENCE South 19 degrees 26 minutes 52 seconds East, 174.04 feet to the POINT OF BEGINNING, containing a computed area of 28.932 acres of land, more or less.

# EXHIBIT "B"



RECORDER'S RECEIPT

29.00

TO THE COUNTY CLERK OF Denton COUNTY, TEXAS:

G.F.: 9700240

TYPE OF DOCUMENT: Suppl. Dec to Dec. of CCP's

GRANTOR: Balbon

GRANTEE: \_\_\_\_\_

THIS DOCUMENT IS DATED: 6-30-97

AFTER FILING RETURN TO:  
STEWART TITLE NORTH TEXAS, INC.

STEWART TITLE NORTH TEXAS  
1565 W. MAIN STREET  
SUITE 415  
LEWISVILLE, TEXAS 75067

ATTN: LJ  
UNIT NO. 446

THIS SPACE FOR THE USE OF THE

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

On Jul 02 1997  
At 9:32am

Doc/Num : 97-R0044274  
Doc/Type : DEC  
Recording : 23.00  
Doc/Mgmt : 6.00  
Receipt #: 21083  
Deputy - MARY

DOCUMENT FILED: \_\_\_\_\_

CLERK'S FILE #: