

#2087

VOL. 1403 PAGE 615

REGENCY PLACE SUBDIVISION  
SECOND AMENDED RESTRICTIVE COVENANTS

THE STATE OF TEXAS §  
COUNTY OF LIBERTY §

KNOW ALL MEN BY THESE PRESENTS:

That, GREGORY E. FOURTICQ, joined by his wife, PATRICIA FOURTICQ, and TEXAS ACRES, INC., the successors in interest of FOURLOCK DEVELOPMENT COMPANY, a Texas General partnership composed of GREGORY E. FOURTICQ, JR. and D. H. LOCKE, and being the present owner, developer and subdivider of REGENCY PLACE, a subdivision in Liberty, Liberty County, Texas, as shown by plat thereof, recorded in Vol. 9, Page 22, of the Map Records of Liberty County, Texas, and MARK GREGORY LOCKE and wife, REBECCA ANN LOCKE, of Liberty County, Texas, and DENNIS R. ODELL and wife, PENNY ODELL, of Liberty County, Texas, owners of individual lots in said subdivision, for the purpose of creating the implementing a uniform plan for the development, improvement and sale of said subdivision and the hereinafter described property as a restricted, exclusive residential district, hereby establishes and adopts the following amended restrictions, covenants and conditions upon said Subdivision and the hereinafter described property.

I.

The restrictions, covenants and conditions hereof shall apply to all lots in REGENCY PLACE, a subdivision in Liberty, Liberty County, Texas, as cited above.

II.

1. All of the lots shall be used for residential purposes only and no part of any lot shall be used for any type of business or profession.

2. Every type of institutional use, whether profit or nonprofit, including, but not limited to, club, clubhouse, fraternity, sorority, lodge, church, clinic, sanitoria, acad-

VOL. 1403 PAGE 616

my, school, nursery, day-care center, or nursing home uses, or any of them, is prohibited upon each lot.

3. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family detached dwelling or house, not to exceed two (2) stories in height, a private garage built to accommodate not more than three (3) passenger automobiles, and other outbuildings incidental to residential use of the lot (of similar construction to that of the primary residence building), all subject to the same height limit prescribed for the house. No building may be constructed or erected on a lot to a height of more than thirty-six (36) feet above the finished grade level of said lot.

4. No building, whether to be used as a residence or otherwise, shall be moved onto a lot.

5. No mobile home, travel trailer, trailer, tent shed, basement, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

6. The living area of the main house, exclusive of open porches, patios, lanais, breezeways, and garages, shall contain a minimum of two thousand (2,000) square feet for a one story house and two thousand one hundred (2,100) square feet for a multistory house, except for lots two (2) through fifteen (15), on which the minimum first floor space footage shall be 1,500 square feet. Any dwelling which does not comply with these provisions shall be required to comply or shall be removed from the lot. The exterior of all houses or buildings being constructed must be completed within six (6) months from the date construction commences.

7. All houses in the subdivision shall not have less than fifty (50%) percent masonry over all exterior walls. "Masonry" as used and required herein shall include brick,

brick-veneer, stone-veneer, or other masonry type construction, or any combination thereof as may be approved by the Architectural Control Committee, but does not include asbestos shingles, asphalt shingles, composition shingles, or other similar fireproof boarding. The above percentage calculation for "exterior walls" excludes gables, doors and windows.

8. All roofs of houses in the Subdivision shall be of wood shingle, asphalt shingle or composition roofing material of 300 PSI Timberline (GAF) or equal in color to wood shingles or as otherwise approved by the Architectural Control Committee or it's designated representatives. These limitations shall not prevent the use of a built-up roof of crushed marble or pea gravel as approved by the Architectural Control Committee.

9. All frame garages or frame outbuildings erected upon any lot shall be promptly painted outside with at least two (2) coats of paint. A garage or other outbuildings on any lot shall be of construction and architectural type similar to the main house thereon.

10. No sign of any kind shall be displayed to the public view on any lot.

11. No automobile, truck, truck-tractor, tractor-trailer, bus, trailer, boat or marine craft shall be left parked in the street in front of any lot except as auxiliary to the construction or repair of a house or houses in the immediate vicinity, or for the servicing of or delivery of goods or merchandise to such house or houses, and no truck, truck-trailer, tractor-trailer, bus, trailer, or marine craft of any sort shall be left parked in any driveway or other portion of a lot, unless inside a garage or other structure as approved by the Architectural Control Committee.

12. No building shall be located on any lot nearer to the front line or nearer to the side street line, if any, than

**VOL. 1403 PAGE 618**

the minimum setback lines as shown on the recorded plat of REGENCY PLACE SUBDIVISION.

13. In any event, no building shall be located on any lot nearer than 35 feet to the front property line (50' from curb).

14. In any event, no building shall be located on any lot nearer than twenty (20) feet to a side street property line (35' from curb).

15. In any event, no main dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line.

16. No building shall be located nearer than seven and one-half (7.5') feet to an interior lot side line.

17. In any event, no detached garage or other permitted accessory building shall be located on any interior lot nearer than fifteen (15') feet to the rear lot line for common shared utility easements or nearer than fifteen (15') feet for perimeter plat lots. Eaves and rooflines will be considered part of the building.

18. All residences erected on lots in REGENCY PLACE SUBDIVISION, shall be oriented toward the front lot line, providing, however, the mail entrance to such residence may be situated in a side exterior wall of such residence but in no case shall such entrance face, in whole or part, the rear lot line.

19. No fence or wall of any character shall be erected part the front lot line and shall not exceed three (3') feet in height from the front wall of the main residence. No fence or wall shall exceed six (6') feet in height from the back wall of the main residence to and including the rear property line. Barbed wire and mesh or net fencing are prohibited unless such be galvanized chain link. No fence of any type shall be constructed across any easements along the rear lot line unless a

double-wide gate (10 feet) is provided for access by utility company.

20. No hedge of more than six (6') feet in height shall be permitted in front of a dwelling.

21. No lots situated at street intersections, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') feet to six (6') feet above either intersection street surface within a radius of thirty-five (35') feet from the nearest extended street line intersection at the lot shall be permitted. No tree shall be permitted to remain within such distance of such intersection unless the bottom foliage line thereof is maintained at sufficient height to prevent obstruction of such sight lines.

22. Grasses and weeds growing at any front, side or rear yard of a lot shall be cut or mowed at such intervals as to maintain thereon, at all times, an average height of such vegetation per yard, front, side or rear, of not more than six (6") inches above the sod thereunder. Until a dwelling is built on a lot, the undersigned, or its duly authorized agents or assigns, may, at its option, cut such grasses and weeds to meet the covenant and may have dead trees, shrubs, and plants removed from the lot and the owner of said lot shall be held, by the acceptance of a deed thereto, to be obligated to pay and reimburse it, its duly authorized agents or assigns for the cost thus incurred.

23. When any building is erected upon a lot, that portion of the lot lying between the front lot line, the front setback line, and the enclosing side lot lines, shall be sodded, seeded, planted and maintained as a lawn, excepting that portion of which described area which may be maintained for paved driveways, parking areas, and shrubbery, nursery and hedge plantings, or any combinations thereof, consistent with all other requirements of the covenants thereof.

24. Nothing herein contained shall be construed to prevent the use as or building site of two (2) or more consecutively adjacent lots, or the use as a building site of portions of two (2) or more such lots, as long as they have common street frontage, and the common street frontage is not less than the total frontage of the smallest single lot, a portion of which is included in such site.

25. Easements for installation and maintenance of utilities and drainage facilities and for ingress and egress of the grantor and all others authorized to install or maintain such utilities and facilities are reserved as shown on the recorded plat of REGENCY PLACE SUBDIVISION. Within a lot area where fences, walling or planting is permitted, any fence, wall or planting in or across said easements may be removed by said utilities, their duly authorized agents or assigns, and by said grantor, its duly authorized agents or assigns, free of any and all liability or obligation to the owner or owners of such fence, wall or planting on account of such removal. Said utility easements are for all utilities now or hereafter to be installed and maintained in said plat locations according to custom and usage from time to time. Please refer to paragraph 19.

26. All electrical, telephone, gas, cable, service and other subdivision distribution lines shall be in conformance with the then applicable National Electrical Safety Code and shall be placed underground.

27. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

28. No oil or gas drilling, oil or gas mineral producing, oil exploration or development operations, oil refining, quarrying or mining operation shall be permitted upon, in or under any lot.

29. 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, however, that such are not kept, bred or maintained for commercial purposes, and that such do not create an annoyance or nuisance to the neighborhood. All household pets must be kept in a fenced area or leashed.

30. No lot shall be used or maintained as a dumping ground for garbage, rubbish or trash. Garbage, rubbish, or trash shall not be permitted on any lot unless the same is stored in a sanitary container or containers and removed from the premises promptly. Garbage removal by the City of Liberty Sanitation Division on its regular schedule for servicing the street upon which a lot is situated shall be deemed requisite promptitude for the removal of garbage.

31. No boats or marine craft, motor homes, travel trailer, or other motorized vehicle shall be stored or parked in any driveway or open parking area of a lot. They must be housed in accordance with other sections of these restrictions.

The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and National Electrical Code) the underground service cable and appurtenances from the point of the electric company's structure to the point of attachment at such company's installment transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designed by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the the current standards and specifications of the

**VOL. 1403 PAGE 622**

electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot.

33. Each property owner will construct a concrete sidewalk forty-eight (48") inches in width by four (4") inches deep parallel to and three (3') feet back from back of curb line. Such sidewalk shall run the full length of the property along the street and to be completed prior to occupancy of the dwelling.

III.

REGENCY PLACE ARCHITECTURAL CONTROL COMMITTEE

1. Creation. There is hereby created and established the REGENCY PLACE ARCHITECTURAL CONTROL COMMITTEE.

2. Function and Plans and Construction Control. No building or outbuilding shall be erected, constructed, remodeled or altered on any lot until the scaled construction or remodeling plans and specifications and a scaled plan of the location of the building on the lot have been approved by the said Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade. elevation. All location plans or plat plans, as well as construction or design plans and specifications, shall be submitted on three (3) india-inked tracings or blueprints, all legends, captions and specifications being typed or legibly printed, with specifications on plain white paper sequentially numbered. Renderings on plans shall be in conformity with generally accepted architectural techniques. All plans and specifications submitted may be retained in the permanent file of the Architectural Control Committee and all submittals shall be addressed to the Committee, at P. O. Box 10168, Liberty, Texas, 77575, or such address designated by the

Committee and filed of record in the Real Property Records of Liberty County, Texas.

3. Procedure.

A. Membership of the Architectural Control Committee shall consist of two (2) persons. Its officers shall consist of a Chairman and a secretary, elected by majority vote of qualified and serving members of the Committee. Committee may adopt and amend By-Laws from time to time for the government of its meeting and internal operation consistent with these covenants, by unanimous vote of the qualified and serving members. the initial Committee shall be constituted as follows:

1. Kathryn V. Locke, Secretary, Liberty, Texas.
2. Gregory E. Fourticq, Sr., Chairman, Liberty, Texas.

The Committee may designate a representative to act for it. Such designation shall be recorded in the Minutes of the Committee. In the events of death, resignation, inability or refusal to serve of any member of the Committee, the remaining member or members shall have full authority to designate a successor. If no Committee member survives, the personal representatives or heirs at law of each member may select successor members and record in the Committee minutes. In case a Committee vacancy occurs, it shall be the duty of the remaining member or members to immediately select a successor or successors. Neither the members of the Committee nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. Notwithstanding the foregoing, the owners of record of at least three-fifths (3/5ths) of all of the lots in REGENCY PLACE SUBDIVISION shall have the power to change the membership of the Committee, in whole or in part, by written designations duly recorded in the Real Property Records of Liberty County, Texas.

B. The Committee's approval or disapproval of plans and specifications as required in these covenants shall be in writ-

VI.

MODIFICATIONS - AMENDMENTS

The undersigned shall have and hereby reserve the right to modify and amend these restrictions, conditions and covenants with reference to locations or setback of any of the improvements within the Subdivision and the direction which the same shall face to such extent as it deems for the best interests of the Subdivision as a whole. Such modifications and amendments, if any, shall be in writing. The Committee shall be able to set a monthly or annual fee for maintenance if deemed necessary.

VI.

TERM OF RESTRICTIONS; ENTITLEMENT THEREUNDER

These restrictions and conditions shall be covenants running with the land and shall be binding on all parties and persons owning any of the lots in REGENCY PLACE SUBDIVISION from the date hereof. Each owner of any lot or lots herein shall have the right to enforce these restrictions, conditions and covenants at law or in equity against the person or persons violating or attempting to violate any part hereof.

The then owners of record of three-fifths (3/5ths) of all of the lots in REGENCY PLACE SUBDIVISION (regardless of the spare foot area or perimeter dimensions of the respective lots), may, by a written instrument execute and file of record in the Real Property Records of Liberty County, Texas, not more than six (6) months prior to January 2035, or execute and file of record not more than six (6) months prior to January 1st of any ten-year period after January 1, 2035, changes these restrictions, conditions and covenants in whole or in part, as to any or all of said Subdivision. The execution of said written instrument shall include acknowledgements thereof in the manner entitling the same to be placed of record, but said instruments

VOL. 1403 PAGE 626

need not be under one cover, but may be several difference instruments.

Unless a change be made according to the provisions thereof and an additional term of covenants thereby established, the restrictions, conditions and covenants hereof shall expire on January 1, 2035.

VIII.

SEVERABILITY

It is hereby declared to be the intent of the maker hereof to create and covenant each separate provision hereof independently in its operative effect of all other provisions, and the fact that any article, section, paragraph, sentence, clause, work or part of this instrument shall be declared invalid or unconstitutional by final judgment of any court of competent jurisdiction shall in no event affect any other article, section, paragraph, sentence, clause, word, or part of this instrument, and it is hereby declared to be the intent of the maker hereof to have created and covenanted each article, section, paragraph, sentence, clause, word or part hereof irrespective of the fact that any other article, section paragraph, sentence, clause or work or part hereof may be thus declared invalid or unconstitutional.

IX.

AMENDMENT

This Second Amendment of Restrictive Covenants of REGENCY PLACE SUBDIVISION amends and replaces in total the original Restrictive Covenants dated June 27, 1985, recorded in Vol. 1079, Page 990, of the Real Property Records of Liberty County, Texas, and the First Amendment of Restrictive Covenants dated August 16, 1990, recorded in Vol. 1333, Page 179, of the Real Property Records of Liberty County, Texas.

EXECUTED this the 10 day of February, 1992.

TEXAS ACRES, INC.

BY: Kathryn V. Locke  
Kathryn V. Locke, President

G. E. Fourtice  
Gregory E. Fourtice

Patricia S. Fourtice  
Patricia Fourtice

Mark Gregory Locke  
Mark Gregory Locke

Rebecca Ann Locke  
Rebecca Ann Locke

Dennis R. Odell  
Dennis R. Odell

Penny Odell  
Penny Odell

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 24 day of February, 1992, by KATHRYN V. LOCKE, as President of TEXAS ACRES, INC., a Texas corporation, on behalf of said corporation.



Annie Mae Marek  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 24th day of February, 1992, by GREGORY E. FOURTICE.

Mercedes Mizell  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

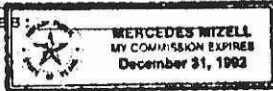


VOL. 1403 PAGE 628

THE STATE OF TEXAS §  
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the  
24th day of February, 1992, by PATRICIA FOURTICQ.

Mercedes Mizell  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



THE STATE OF TEXAS §  
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the  
24 day of February, 1992, by MARK GREGORY LOCKE.



Annie Mae Marek  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the  
24 day of February, 1992, by REBECCA ANN LOCKE.

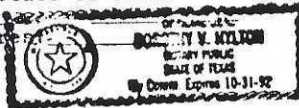


Annie Mae Marek  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the  
18 day of February, 1992, by DENNIS R. ODELL.

Dorothy V. Hefton  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



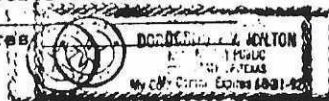
THE STATE OF TEXAS §

COUNTY OF LIBERTY §

NOTARY SEAL NOT LEGIBLE

This instrument was acknowledged before me on the  
18 day of February, 1992, by PENNY ODELL.

Dorothy V. Hylton  
Notary Public, State of Texas  
Printed Name:  
Commission Expires:



FILED FOR RECORD  
92 FEB 25 AM 10:21

Wanda Barker  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF LIBERTY  
I, WANDA BARKER, hereby certify that this instrument  
as FILED in the number sequence on the date and at the  
time stamped hereon by me, and was duly RECORDED in  
the volume and page of the OFFICIAL PUBLIC RECORDS of  
Liberty County, Texas, as stamped hereon by me on

FEB 26 1992



Wanda Barker  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS