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AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR REGENCY ESTATES,
A SUBDIVISION IN GALVESTON COUNTY, TEXAS

004-83-1109

THE STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

This Declaration, hereinafter referred to as "Declaration," made on the date hereinafter set forth by Regency Estates Homeowners Association, Inc., hereinafter called "Declarant," said corporation having its principal office in Galveston County, Texas, is made as an amendment to that certain document entitled Declaration of Covenants, Conditions and Restrictions for Regency Estates, a Subdivision in Galveston County, Texas, executed August 5, 1980, and filed for record August 20, 1980, in the Real Property Records of Galveston County, Texas, under file number 247782, and that certain document entitled Declaration of Supplemental Covenants, Conditions and Restrictions for Regency Estates, a Subdivision in Galveston County, Texas, executed January 5, 1981, and filed for record January 8, 1981, in the Real Property Records of Galveston County, Texas, having the microfilm identification number 001-01-1435 through 001-01-1437.

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in Regency Estates and Regency Estates, Section Two, as such subdivision is hereinafter defined, and, to this end, to subject said subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are intended to be for the benefit of such property and the owners thereof;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT Declarant does hereby dedicate the streets, easements, drives, and parkways in Regency Estates and Regency Estates, Section Two, for use by the public as such, reserving the right to itself, its successors, and assigns to, at any time, use the same for the installation, maintenance, repairs, and renewal of any and all public utilities, and declares that the land shown to be subdivided, according to the hereinafter mentioned plat, is held, and shall hereafter be conveyed, subject to the covenants, reservations, conditions, stipulations, easements, and restrictions as hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

A. "Declarant" shall mean and refer to the Regency Estates Homeowners Association, Inc., (which may also be referred to hereinafter as the "Association") a Texas non-profit corporation, and to

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any entity which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets as provided for in Article XII hereof.

B. "Properties" (which may also be referred to hereinafter as "Regency Estates") shall mean and refer to Regency Estates and Regency Estates, Section Two, subject to the reservations set forth herein and/or in the Subdivision Plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

C. "Street" shall mean and include any street, drive, boulevard, road, alley, land, avenue, or any place as shown on the recorded plat as a thoroughfare.

D. "Lot" and/or "Lots" shall mean and refer to any of the numbered lots shown upon the Subdivision Plat (as hereinafter defined in Section F of this Article I) of Regency Estates, and Regency Estates, Section Two.

E. "Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but shall not mean or refer to any persons or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.

F. "Subdivision Plat" shall mean and refer to the map or plat of Regency Estates, as platted, and Regency Estates, Section Two, as platted, said plats being recorded respectively in Volume 15, Page 146, and Plat Record 17 at Map Number 87 of the Plat Records of Galveston County, Texas, and which are more specifically described as follows:

All those certain tracts or parcels of land known as Regency Estates, a subdivision out of the Sarah McKissich League Survey in Galveston County, Texas, SAVE AND EXCEPT the tracts reflected on such plat as either "Commercial Reserve," "Residential Reserve," or "Recreational Reserve A and B," which tracts are expressly excluded from the terms and provisions of this instrument.

Lots One (1) through Sixty-three (63) in Regency Estates, Section Two, a subdivision in Friendswood, Galveston County, Texas, according to the map or plat of said subdivision recorded in Plat Record 17 at Map Number 87 of the Plat Records of Galveston County, Texas.

G. "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Lot as hereinafter set forth in Article VIII hereof.

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H. "Community Properties" shall mean and refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association. References hereinafter made to "Community Properties" shall mean such properties whenever acquired by the Association.

I. "FHA" shall mean and refer to the Federal Housing Administration.

J. "VA" shall mean and refer to the Veterans Administration.

K. "Corner Lot" shall mean and refer to a lot which abuts on more than one street. Any lot, except a Corner Lot is deemed to front the street upon which it abuts. A Corner Lot shall be deemed to front on the side of the lot having the deepest building setback line, as designated by the aforesaid Subdivision Plat.

L. "Board of Directors" (hereinafter referred to as the "Board") shall mean and refer to the managers of the affairs of the Association pursuant to the terms and conditions outlined in the By-Laws of Regency Estates Homeowners Association, Inc., Article IV.

ARTICLE II

RESTRICTIONS

Declarant covenants and agrees for the purpose of preserving the value, amenities, desirability, and attractiveness of the land hereinabove described and identified as Regency Estates that the said Lots and parcels of land hereinabove described and identified shall be hereafter conveyed subject to the covenants, conditions, stipulations, easements, and restrictions herein set forth; and same shall be considered a part of each contract, deed, or conveyance affecting said lands, or any portion of same, as though fully incorporated therein; and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Declarant and its successors and assigns and all subsequent purchasers of said lands or any portion of same.

ARTICLE III

RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

A. The Subdivision Plat dedicates for use as such, subject to the limitations set forth thereto, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Owner conveying property or any part thereof, whether specifically referred to therein or not.

B. It is agreed that all sales and conveyances of Lots by contract, deed, or other conveyance and dedications of streets in said

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subdivision shall be subject to the easements and rights-of-way as shown in the Subdivision Plat as hereinabove set forth, and to any easements over, under, and along, or across such portion of each Lot as may be reserved in each deed as being appropriate or necessary for the purposes of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipelines, drainage ditches or structures, and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance, and repairs. Such easements shall be for the general benefit of the subdivision and the Owner thereof, and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purposes aforesaid.

C. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be for the general benefit of the subdivision and the Owner thereof and must be reserved and created in favor of any and all utility companies into and upon said property for the purposes hereinabove set forth.

D. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them, their assigns, agents, employees, or servants to fences, shrubbery, trees, flowers, structures, buildings, or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance, or repair work conducted by Declarant, utility company, authorized political subdivision, their assigns, agents, employees, or servants.

E. Declarant and/or Owner shall not have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or part of the property in Regency Estates.

ARTICLE IV

USE OF LAND

A. All Lots shall be used for single family residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate to use of the premises as a residence. No dwelling, exclusive of open porches, garages, or patios, shall be permitted in this subdivision at a cost of less than \$30,000.00 based upon cost levels which prevail on the date these covenants are recorded. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the subdivision.

B. No signs, billboards, posters, or advertising devices of any kind shall be erected, permitted, or maintained on any Lot or plot except one sign of not more than five [5] square feet (a) advertising

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the particular Lot or plot on which the sign is situated for sale or rent, (b) to identify the particular Lot or plot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon, and (c) miscellaneous signs, any of which may be erected for periods of not more than thirty [30] days without the express written consent of the Board.

C. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other common household pets provided they are not kept, bred, or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl which are an annoyance to residents in the vicinity may be kept on the Property.

D. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No spiritous, vinous, malt, or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot or any part thereof, nor shall said Lots or any part thereof be used for illegal or immoral purposes.

F. No Owner of any Lot in Regency Estates nor any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such Lots other than work of a temporary nature.

G. Except in an emergency or when other unusual circumstances exist, as determined by the Board, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 10:00 p.m. daily.

H. Mailboxes, house numbers, and similar matter used in Regency Estates must be harmonious with the overall character and aesthetics of the community. Based on any written complaint made by another homeowner in Regency Estates, the decision of the Board that any such matter is not so harmonious is final and shall be rectified by the offending homeowner within thirty (30) days after written notice to the homeowner of the decision of the Board.

I. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense and in compliance with the regulations promulgated by the City of Friendswood. Prior to such removal, all such prohibited matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight-fitting sanitary covers or lids and placed in an area so as not to be seen from neighboring Lots. At no time shall any such prohibited matter be allowed to be placed for pick up by the City of Friendswood any earlier than twelve (12) hours prior to the day designated by the City for collection.

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J. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced, and then such materials shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected with the exception that during construction of the original improvements some building materials may be placed or stored between the pavement and the property line. Such materials may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, after which these materials shall be either removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

K. A Lot which fronts upon a Collector Street shall have direct driveway access from such Collection Street. Corner lots will be allowed garage access to the adjacent side street. As used herein, the term "Collection Street" shall mean and refer to any street which is not a cul-de-sac. A garage on a Lot which fronts on a cul-de-sac shall have direct driveway access only from the abutting cul-de-sac street. The Builder of each Lot shall construct and the Owner maintain at his expense the driveway from his garage to the abutting cul-de-sac or Collector Street, whichever is permitted, including the portion in the street easement, and Owner shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. No Owner of a Lot shall have the right, by virtue of such ownership, to make any improvement to a Collection Street or a cul-de-sac street.

L. All electrical, telephone, and other utility lines and facilities which (i) are located on a Lot, (ii) are not within a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association shall be installed in underground conduits or other underground facilities.

M. The Owner of each Lot used as a residence, as a minimum, shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting cul-de-sac or Collector Street.

ARTICLE V

ARCHITECTURAL RESTRICTIONS

A. Only one (1) single family residential dwelling of one story, one and one-half story, or two story construction shall be built or permitted on each Lot. All Lots shall have a garage, either attached or detached, for not less than one (1) car nor more than three (3) cars.

B. No structure of a temporary nature, whether trailer, basement, tent, shack, garage, barn, or any other accessory structure or outbuilding erected in this subdivision shall at any time be used as a

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residence, temporarily or permanently, nor shall any residence or other building of any kind or character be moved onto a residential Lot, it being the intention that only new construction be placed and erected thereon. No water well, septic tank, disposal plant, outside toilet, or cesspool shall be built on any Lot or maintained thereon.

C. Unless otherwise approved by the Board or unless otherwise stipulated herein, all improvements shall be constructed on the Lot so as to front the street upon which such Lot faces.

D. Dwellings on Corner Lots shall have a presentable frontage on all streets on which that particular Corner Lot fronts.

E. The minimum square footage of any dwellings, exclusive of open porches and garages, shall contain not less than one thousand three hundred (1,300) square feet.

F. The building lines of any residence to be erected in Regency Estates shall be as follows, provided that, for the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved by the Board, each main residence building will face the front of the Lot and each attached or detached garage will either face upon the front lot line or face upon a line drawn perpendicular to the front lot line, and shall not be located nearer to the front lot line than the minimum building setback lines shown on the recorded plat; provided, however, that upon approval by the Board, any detached garage located more than sixty-five (65) feet from the front lot line shall not be required to face upon said lot lines. Driveway access will be provided from the front lot line only, except that said access may be provided to Corner Lots from a side street. No building shall be located on any Lot nearer to the front lot line or nearer to the said street line than the minimum setback lines shown on the recorded plat. No dwelling shall be located on any Lot nearer than the ground easement on the rear lot line. No building shall be located nearer than five feet (5') to an interior lot line except that any building may be located not less than three feet (3') from an interior lot line provided that the building or buildings on the adjacent lot are complete and situated in such a manner as to be no closer than ten feet (10') to the nearest adjoining building. It is the purpose of this provision to maintain at least a ten foot (10') separation between buildings on contiguous Lots, while also allowing structures to be built as close as three feet (3') to an interior lot line. It shall be further provided that a garage which is located more than sixty-five feet (65') from the front lot line may be located no less than three feet (3') from any interior lot line; provided, however, in no case shall any main residence building or appurtenance thereto be located nearer than three feet (3') to any utility easement. No accessory building shall be erected on any Lot nearer than sixty-five feet (65') to the front property line nor nearer than three feet (3') to either side property line of said Lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the main residence building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Lot.

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G. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2') and six feet (6') above the roadway shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

H. No radio or television wires or antennae shall be maintained on any portion of any residential Lots between any street adjoining same and the front of the house situated on such Lot; nor shall any antennae of any style, including free-standing antennae, be permitted which extend more than ten feet (10') above the height of the roof of the residence on said Lot.

I. No single family dwelling shall be erected or placed on any Lot or combination of Lots having a lot width at the main building setback lines less than the shortest lot width to be found at the minimum building setback line on any lot as presently platted on the aforementioned plats of Regency Estates; and no dwelling shall be erected or placed on any Lot or combination of Lots having a lot area less than the smallest Lot presently platted on the aforementioned plats of Regency Estates.

J. At least fifty-one percent (51%) of the exterior wall area of all single family dwellings built in Regency Estates, excluding gables, windows, door openings, and detached garages, must be of masonry or brick veneer. No garage or permitted accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Board of Directors. Every garage and permitted accessory building, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant.

K. No building of any kind or character which incorporated frame construction on the exterior shall be erected on any Lot unless same, at the time of construction, shall receive at least two (2) coats of paint, unless the exterior is of redwood or cedar material.

L. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons on any Lot, shall be promptly removed or repaired. Vacant lots shall not be used as dumping grounds for rubbish, trash, rubble, or extra soil. The Association may, but is not obligated, cause to be planted or installed and thereafter maintained shrubbery or other screening devices around boxes, transformers, and other above-ground utility equipment which, in the discretion of the Board, shall be screened from view to preserve the beauty of the Properties. There is hereby reserved in favor of the Association the right to enter upon Lots to plant, install, maintain, and replace such shrubbery or other screening devices upon ten (10) days' written notice to the owner of the affected Lot. Provided, further, if a Lot is visible to full public view, the Owner shall construct and maintain a drying

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yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles which are incident to the normal residential requirements of a typical family.

M. An underground electric distribution system has been installed within the Regency Estates Subdivision which is designated an Underground Residential Subdivision (hereinafter "URS") and which underground service area shall embrace all Lots in the Regency Estates Subdivision. The Owner of each Lot in the URS shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated 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 then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence construction on such Owner's Lot. For so long as underground service is maintained in the URS, the electric service to each Lot therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/140 volt, three (3) wires, 60 cycle, alternating current.

N. Easements for the underground service may be crossed by driveways and walkways provided that the builder makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings. Provided at least ten (10) days' written notice has been given the Owner of the land covered by said easements prior to the commencement of work, neither builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements (other than crossing driveways or walkways provided conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

O. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on 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 shall be erected, maintained, or permitted upon any Lot.

P. Before the construction of any single family dwelling is completed, the builder shall construct in the adjacent right-of-way a concrete sidewalk four feet (4') in width approximately parallel to

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the street curb and two to five feet (2' to 5') away from the lot line. The sidewalk shall extend the full width of the Lot. On corner Lots the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the corner.

Q. Pursuant to 23 U.S.C.A. §420(b)(1)(E)(Supp. 1976), curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided by builder at the time of construction of all sidewalks. Curb ramps at crosswalks shall not be required for curbs without accompanying sidewalk; however, the subsequent addition of a sidewalk will require the addition of the curb ramps as well. All curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Galveston County, Texas, as well as the Engineering Department of the City of Friendswood.

R. In the event of default on the part of the Owner or occupant of any Lot in observing the requirements herein set forth, or any of them, and the continuance of such default after ten (10) days' written notice thereof, the Association shall, without liability to the Owner or occupant in trespass, or otherwise, and without liability for civil or criminal trespass, have the right to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

S. The roof of any structure shall meet or exceed all FHA standards. Composition-type shingles shall have a color acceptable to the Board.

T. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat. The erection of chain link fences facing upon a street on any Lot is expressly prohibited.

ARTICLE VI

ARCHITECTURAL CONTROL

A. Architectural control of Regency Estates shall be maintained and enforced by the Owners by and through the Board of Directors of the Association. No person serving on the Board shall be entitled to compensation for services performed. However, the Board may employ one or more architects, engineers, attorneys, or other consultants to assist it in carrying out its duties hereunder and the Association shall pay such consultants reasonable fees for such services as they render to the Board.

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B. No building or other improvements, structures, or parts thereof, including streets, driveways, sidewalks, drainage facilities, landscaping which may alter drainage of adjacent Lots, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, erected, placed, or maintained in Regency Estates, nor shall any exterior addition or alteration therein be made, unless or until (i) all required permits are obtained from the City of Friendswood, (ii) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Board, and thereafter (iii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Board as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades and finished ground elevation, surrounding structures, walks, paths, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Board may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. The Board may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect in its entire discretion. In the event the Board fails to approve or disapprove the preliminary site plan and schematic plan within ninety (90) days after they have been submitted to it, approval thereof will not be required and the provisions of this Paragraph shall be deemed to have been fully complied with. Without limitation of the powers herein granted, the Board shall have the right to specify an outline of minimum acceptable construction standards, including, but not limited to, acceptable exterior materials and/or finishes which may be used in the construction, alterations, or repair of any improvement; provided, however, that such outline will serve as a minimum guideline and such Board shall not be bound thereby.

Where not otherwise specified herein, the Board also shall have the right to specify requirements for each building site as follows: minimum setbacks, the location, the height and extent of fences, walls, or other screening devised, and the orientation of structures with respect to streets, walks, paths, and structures on adjacent property. The Board shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Regency Estates.

C. If, in the opinion of the Board, the exterior appearance of any dwelling is in need of repair or maintenance to such extent that its appearance is detrimental to the appearance and property values of the subdivision as a whole, the Board shall notify the Owner thereof

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in writing of the need of such repairs or maintenance, and, if such repairs or maintenance are not accomplished within thirty (30) days of said date, then the Board may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall immediately pay the Board's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection. Neither the Association nor any member or employee thereof shall have any civil liability to any person or entity for any action taken pursuant to this Section.

ARTICLE VII

MISCELLANEOUS RESTRICTIONS

A. No boats, trailers, campers, buses, inoperative vehicles of any kind, camper rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way, on driveways, or anywhere on any Lot so as to be in full public view. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence of not less than six feet (6') in height.

B. No Lot shall be used for storage products or liquids, solid or otherwise, except those construction items which may, from time to time, be placed thereon by a builder for construction purposes on that Lot only.

C. No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Properties so as to be visible from the street on which the Lot fronts.

ARTICLE VIII

REGENCY ESTATES HOMEOWNERS ASSOCIATION, INC.

A. The Association was organized and formed as a non-profit corporation under the laws of the State of Texas.

B. The Association shall act through a Board of five (5) Directors, each of which must be a member of the Association, which shall manage the affairs of the Association as specified in the By-Laws of the Association.

C. Every person or entity who or which is a record Owner of any of the Properties which are subject or which shall be subject, upon the completion of improvements thereon, to the maintenance charge assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association;

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membership shall automatically pass with the title to the Lot. Ownership of such land shall be the sole qualification for membership.

D. All Owners shall be voting members and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners thereof among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

E. Any voting may be by mail or in any open meeting, as designated by the By-Laws of the Association, which outlines in full all of the voting procedures, initiative and referendum procedures, its officers and their duties, and committees and their duties.

F. The Association is a Texas non-profit, non-stock corporation, with the principal purposes of the collection, expenditure, and management of the maintenance charge funds; enforcement of the Restrictions; providing for the maintenance, preservation, and architectural control of the residential lots, houses, and community properties, if any, within the Subdivision; the general overall supervision of all of the affairs and well-being of the subdivision and the promotion of the health, safety, and welfare of the residents within said subdivision; not, however, the construction of any of its streets, utilities, residences, etc., nor the sale of property within the subdivision.

G. Upon first giving reasonable notice to the officers of the Association, each member shall have the right to inspect the books and records of the Association at a mutually agreed upon reasonable time excluding holidays and weekends.

H. The Association imposes upon each Lot within the Properties and hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual assessments or charges and (2) special assessments for capital improvements, such improvements to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, and secured by a vendor's lien which is hereby reserved in favor of the Association and its successors and assigns; provided, however, that such lien shall be subordinate, inferior, and secondary to any and all liens, mortgages, and encumbrances, whether new or hereafter existing, that are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for construction, addition, or repair of any improvements now or hereafter situated upon all or any part of any Lot situated within the plat establishing Regency Estates. Each such assessment, together with any accrued interest and all collection costs and reasonable attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Lot at the time when each assessment becomes due and payable. The sale or transfer of any Lot shall not affect the lien securing the assessments provided for here-

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in. However, the sale or transfer of any Lot, pursuant either to mortgage foreclosure or to any proceedings in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure, sale, or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof covering any Lot shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable nor release any such Lot from the lien securing payment of such subsequent assessments.

I. The assessments levied and payable to the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for improvement, beautification, maintenance, management, and operation of any Properties located within the jurisdiction of the Association. The Association shall apply the total fund accumulated, so far as the same may be sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes to include, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, improving and maintaining parkways and esplanades, caring for vacant Lots, payment of legal and all other expenses incurred in connection with the collection, enforcement, and administration of the "Maintenance Fund," and the enforcement of all covenants and restrictions for the subdivision, maintenance and/or improvement of the Community Properties, if any, operating or maintaining a swimming pool or other recreational area, if any, and doing any other manner of things necessary or desirable, in the opinion of the Board, to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The foregoing enumeration of the purposes of the assessments shall not be deemed to require the Board to use the funds derived from such assessments for any one or more of such purposes or to require that any particular amount of funds be expended for any particular purpose.

J. The annual assessment from May 1, 1985, shall be \$10.00 per Lot, and, if not paid on or before June 1, 1986, such amount shall bear interest at the rate of nine and one-half percent (9 1/2%) per annum from May 1, 1985, until paid as well as collection costs and reasonable attorney's fees incurred by the Association in enforcing payment of such assessment. From and after May 1, 1986, the annual assessment shall be \$10.00, unless, upon recommendation of the Finance Committee, the Board shall find it necessary to increase the annual assessment as hereinafter provided. The annual assessment may be increased each year not more than the yearly rise, if any, of the Consumer Price Index as published by the United States Department of Labor for the preceding month of July without a vote of the Members. Any greater increase than that mentioned hereinabove shall require the assent of fifty-one percent (51%) of the entire voting membership. The annual assessment for each calendar year shall be due May 1 of that year and shall become delinquent as of June 1 of that same year (it being the intent hereby to allow thirty [30] days for payment of

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the assessment). Each Owner subject to such assessment shall receive written notice of the amount due at least thirty (30) days in advance of each assessment period. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid at the rate of nine and one-half percent (9 1/2%) per annum. The Association may bring action at law to collect such assessment against the Owner personally obligated to pay the same and to foreclose the vendor's lien reserved herein against the Lot against which such assessment is levied or may enforce collection by any other means authorized by law. The Association shall be entitled to recover, together with interest accrued at the rate hereinabove set forth, collection costs and reasonable attorney's fees incurred by it in enforcing payment of such assessments. No Owner may waive or otherwise avoid liability for the assessment provided for herein by reason of nonuse of the Community Properties, if any, or by abandonment or conveyance of his Lot. This annual maintenance charge may be adjusted from year to year by the Association, its successors, and assigns as the needs of the subdivision may require, but in no event shall the annual assessment be increased except as hereinabove provided.

H. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable only to that year provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all voting Members of the Association.

I. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

ARTICLE IX

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

A. Subject to the provisions herein stated, every member shall have a common right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

B. The rights and easements of enjoyment created hereby in favor of the members shall be subject to the rights and easements now existing or hereafter created in favor of the Association or others as referred to or provided for herein, and shall also be subject to the following rights of the Association:

1. to borrow money and, in aid thereof, to mortgage the Community Properties upon approval by two-thirds (2/3) of the entire voting members of the Association. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the members, except that the lender or foreclosure sale

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purchaser shall have the right, after taking possession of such Community Properties, to charge admission and other fees as a condition to continued enjoyment by the members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender or the purchase price paid by the foreclosure purchaser and interest thereon at the rate of ten percent (10%) per annum shall be satisfied or recovered, whereupon the possession of such Community Properties shall be returned to the Association and all rights hereunder of the members shall be fully restored;

2. to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage;

3. to suspend the voting rights and enjoyment rights of any member for any period during which any assessment or other amount owed by such member to the Association remains unpaid in excess of thirty (30) days;

4. to establish reasonable rules and regulations governing the members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights and voting rights of any member for any period not to exceed sixty (60) days for any infraction of such rules and regulations; and

5. upon approval by fifty-one percent (51%) of the voting members of the Association, to transfer or convey all or any part of the Community Properties or interests therein for such purposes and subject to such conditions as may be approved by said fifty-one percent (51%) of the members.

C. Each member shall have the right to extend the rights and easements of enjoyment vested in them hereunder to the members of his family and/or to his tenants who reside in Regency Estates and to such other persons as may be permitted by the Association.

ARTICLE X

RIGHT TO ENFORCE

The restrictions herein set forth shall inure to the benefit of, be binding upon, and be enforceable by the Association, its successors, and assigns, and all parties claiming through or under it or them, and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof, or any and all subsequent Property Owners in said subdivision, each of whom shall be obligated and bound to observe such

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restrictions, covenants, and conditions; provided, however, that no person shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against the Property, or any part thereof, but such liens may be enforced against any and all property covered thereby subject, nevertheless, to the restrictions, covenants, and conditions mentioned herein. Invalidation of any one of these covenants by judgment, court order, or otherwise will in no way effect any of the other provisions which shall remain in full force and effect except as to any terms and provisions which are invalidated.

In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted, and against the property to enforce any lien created by this Amendment. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The Owner of any Lot or Lots affected shall have the right to either prevent a breach of any restriction, covenant, or condition, or to enforce the performance of same. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

ARTICLE XI

GENERAL PROVISIONS

A. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants herein, in whole or in part. It shall be lawful for the Association, its successors, or assigns, or other Lot Owners to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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B. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

C. The singular, wherever used herein, shall be construed to mean or include the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. The titles of articles and paragraphs contained in this Declaration are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Subject to the provisions of Article XII, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by two-thirds (2/3) of the entire voting membership of the Association. Following any such amendment, every reference herein to this document shall be held and construed to be a reference to this document as so amended.

F. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of the Association and its successors and assigns.

G. This instrument may be executed in multiple counterparts, each one of which shall be deemed to be an original.

ARTICLE XII

ADDITIONS TO EXISTING PROPERTY

Other lands adjacent to Regency Estates may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section of Regency Estates so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Community Properties and the facilities thereon that may become subject to the jurisdiction of the Association as a result of such annexation and shall be entitled to the use and benefit of the Maintenance Fund, hereinabove set forth, provided that each future section of Regency Estates must be impressed with and subject to the annual maintenance charge and assessment imposed hereby on a uniform, per Lot basis equivalent to the maintenance charge imposed hereby, and further, such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Annexation of additional land shall require the consent of two-thirds (2/3) of the voting members of the Association; provided, however, that upon submission to and approval by FHA/VA of a general plan of future Regency Estates sections, the foregoing requirement will not apply and such additional stages of development may be annexed by the Association without such approval by the membership.

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Upon a merger or consolidation of the Association with another Association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated Association, or alternatively, the properties, rights, and obligations of another Association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions applicable to the properties of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants established by this Declaration. No such merger shall be permitted except upon approval of two-thirds (2/3) vote of the voting members of the Association.

ARTICLE XII

MINERAL EXCEPTIONS

There is hereby excepted from the Properties all oil, gas, and other minerals in, on, or under said Properties.

IN WITNESS WHEREOF, this Declaration is executed this 26th day of September, 1986.

REGENCY ESTATES
HOMEOWNERS ASSOCIATION


Henry Kumpunen
HENRY KUMOUNEN, President

James Woltz
JAMES WOLTZ, Vice-President

Jean Wren
JEAN WRN, Vice-President

Leanna Bridgett
LEANNA BRIDGETT, Secretary

Sandra Zeek
SANDRA ZEEK, Treasurer

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

004-83-1128

This instrument was acknowledged by HENRY KUMPUNEN in his capacity as President of the Regency Estates Homeowners Association on this the 25th day of September, 1986.

N. Jean Highley
NOTARY PUBLIC In and For
The State of T E X A S

N JEAN HIGHLEY
Printed Name

Commission Expires: 11-16-89

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

This instrument was acknowledged before me by JAMES WOLTZ in his capacity as Vice-President of the Regency Estates Homeowners Association this the 25th day of September, 1986.

Sylvia Smith
NOTARY PUBLIC In and For
The State of T E X A S

Sylvia Smith
Printed Name

Commission Expires: 12/30/89

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

This instrument was acknowledged before me by JEAN WREN in her capacity as Vice-President of the Regency Estates Homeowners Association this the 26th day of September, 1986.

Jane B. Mears
NOTARY PUBLIC In and For
The State of T E X A S

JANE B. MEARS

Printed Name

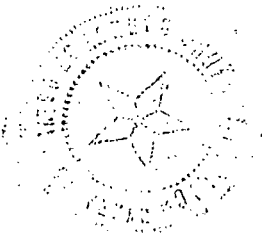
1-27-89

Commission Expires

STATE OF TEXAS }
COUNTY OF GALVESTON }

004-83-1129

This instrument was acknowledged before me by LEANNA BRIDGETT in her capacity as Secretary of the Regency Estates Homeowners Association this the 26th day of September, 1986.



Jane B. Mears
NOTARY PUBLIC In and For
The State of T E X A S

JANE B. MEARS
Printed Name
1-27-89
Commission Expires

STATE OF TEXAS }
COUNTY OF GALVESTON }

This instrument was acknowledged before me by SANDRA ZEEK in her capacity as Treasurer of the Regency Estates Homeowners Association this the 26th day of September, 1986.



Jane B. Mears
NOTARY PUBLIC In and For
The State of T E X A S

JANE B. MEARS
Printed Name
1-27-89
Commission Expires

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County, Texas on

OCT 1 1986



Mary Jo Christensen
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
OCT 1 9 23 AM '86
Mary Jo Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

