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AMENDED
DECLARATION OF RESTRICTIONS
FOR
REGENCY PARK NO. II
DALLAS, TEXAS

53301

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT, WHEREAS, Yancey-Camp Development Company, a Texas corporation (hereinafter "Declarant"), is the owner of a portion of a tract of land out of the County of Collin, Texas, known and designated as REGENCY PARK NO. II, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Cabinet "C", Page 6 of the Map Records of Collin County, Texas on November 14, 1979; and

WHEREAS, Yancey-Camp Development Company, on December 4, 1979, filed for record in Volume 1211, Pages 94-97, of the Deed Records of Collin County, Declarations of Restrictions for said property and on June 8, 1983, filed for record in Volume 1667, Pages 844-848, of the Deed Records of Collin County, Amended Declarations of Restrictions for said property, in order to provide for the most beneficial development of said Addition, and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof for residential purposes; and

WHEREAS, Yancey-Camp Development Company continues to own various lots in said subdivision and desires to amend said Declarations of Restrictions pursuant to Paragraph 22 of the Amended Declarations of Restrictions; and

WHEREAS, Yancey-Camp Construction Company, a Texas corporation, which also owns various lots in said subdivision, desires to evidence its consent to the application of these Amended Declarations of Restrictions to the lots owned by it (although such consent may not be required in order to so restrict its property);

NOW, THEREFORE, the said Yancey-Camp Development Company does hereby state and declare that said REGENCY PARK NO. II, an Addition to the City of Dallas, Texas, shall be, and the same is, hereby made,

subject to the following amended restrictions, conditions, limitations and covenants hereby imposed therein, and herein referred to as "covenants", to wit:

1. Written construction plans and specifications and a plan showing the location of any proposed structure (the "Plans") must be submitted to the Architectural Control Committee. All structures for which the Plans are submitted to the Architectural Control Committee on any date following the date these Amended Declarations of Restrictions were recorded must conform to the following covenants:

(a) No structure shall be erected, placed, altered, used or permitted to remain on any residential building lot other than one detached single-family private dwelling not to exceed two story's height and one private garage for two (2) or more automobiles. No building shall be erected, altered, placed or permitted to remain on any lot other than for the purposes set out in this paragraph.

(b) No garage shall open onto a street in this Addition. Any driveway which opens onto a street in the front of the dwelling shall not extend beyond the front building line of the dwelling.

(c) The ground floor area of the main dwelling house on any lot in the Addition, exclusive of porches, terraces, stoops, garages, carports and outbuildings, shall contain not less than one thousand eight hundred forty (1,840) square feet. However, in the case of a one and one-half or two story structure, the ground floor area of the main dwelling house shall not contain less than one thousand (1,000) square feet.

(d) The exterior of the dwelling erected on any lot in the Addition, except the front of the dwelling, excluding doors, windows, trim and gables, shall be seventy-five percent (75%) brick above the foundation line. The entire front of the dwelling above the foundation line shall be brick except doors, windows, trim and gables. Attached garages shall be of the same construction and exterior finish as the dwelling. Detached garages and accessory buildings shall be seventy-five percent (75%) brick above the foundation line as described above. Gables in the dwelling will be permitted of wood siding, or wood shingles if same extends not lower than to the top of the windows of a standard height.

(e) Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling house in this Addition.

(f) Acceptable roofing materials shall be restricted to wood shingle, Timberline, or 330 pound architectural shingle or alternates approved by the Architectural Control Committee.

(g) All driveways and sidewalks shall be of concrete, brick, or stone or other similar substances approved by the Architectural Control Committee. However, no gravel or dirt driveways or sidewalks shall be permitted.

(h) No building shall be erected, placed or altered on any lot unless the Plans have been submitted to and approved in writing by the Architectural Control Committee, as to the quality of workmanship and materials, harmony of external design with respect to the topography and finish grade elevation. The Architectural Control Committee shall not be permitted to approve construction plans which would result in two contiguous dwellings having the same elevation. It shall be each individual builder's or owner's responsibility to submit his plans to the Architectural Control Committee.

All existing structures and all proposed structures for which the Plans were submitted to the Architectural Control Committee on or before the date these Amended Declarations and Restrictions were recorded must conform to the covenants contained in the Declarations of Restrictions referred to above filed on December 4, 1979, if such structures were built or the Plans for such structures were submitted to the Architectural Control Committee prior to June 8, 1983. All other existing structures and proposed structures for which the Plans were submitted to the Architectural Control Committee on or before the date these Amended Declarations of Restrictions were recorded must conform to the covenants contained in the Amended Declarations of Restrictions referred to above filed June 8, 1983.

2. No part of said property shall be used for any purpose other than residential. No trade or business of any kind shall be conducted upon said property or any part thereof.

3. No one shall be allowed to park any type of boat or trailer in the front or side yards of any residence in the Addition. This type of conveyance shall be kept in the rear part of said residence as a permanent location. Trucks with tonnage in excess of three-quarters ton shall not be permitted to park overnight on the street, driveways, or otherwise within this subdivision. No clothes lines shall be permitted which are visible from any street in the Addition.

4. No vehicle of any size which transports inflammatory or explosive cargo may be kept in this Addition at any time.

5. No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a dwelling house.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than fifteen (15) square feet advertising the property for sale, or signs used by a building contractor to advertise the property during the initial construction and sales period.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in quarrying for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or

other household pets may be kept, provided that they are not raised, bred or kept for commercial purposes.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such material shall not be kept except in a sanitary container. All incineratory or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No individual water supply system shall be permitted on any lot nor shall any individual sewerage disposal system be permitted on any lot in the Addition.

12. All fences or portions thereof visible from any street in the Addition shall be of wood, brick, wrought iron or shrubbery. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line as indicated on the recorded plat, and shall not exceed eight (8) feet in height unless specifically required otherwise by the City of Dallas or the Architectural Control Committee. In no event shall a fence exceed four (4) feet in height when located within the required front yard unless otherwise approved in writing by the Architectural Control Committee, and if required, by the City of Dallas.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at a point twenty-five (25) feet from the intersection of the street lines. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

14. No gas meter shall be set near the street in the front or side of a dwelling house unless such meter is of an underground type or otherwise approved in writing by the Architectural Control Committee.

15. No garage, servant house, garage house or outbuilding on a lot shall be occupied by owner, tenant or anyone prior to the erection of a dwelling house.

16. All mail boxes, unless affixed to the dwelling house, shall be affixed to a substantial pole or stand permanently placed in the ground, and such mail boxes and supporting poles or stands shall be of a design approved in writing by the Architectural Control Committee.

17. No air conditioning apparatus shall be installed on the ground on the front of the dwelling house. No air conditioning apparatus shall be attached to any front wall or side wall of a dwelling house other than compressor units for central air conditioning systems. In the event a compressor system is placed in the required side yard of any lot, this compressor system must be located behind the front building line, but in no instance shall this compressor system extend further than the front wall of the dwelling house. No evaporative cooler shall be installed on the front wall or the side wall of a dwelling house.

18. Alleys and easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on plat filed for record.

19. The composition of the Architectural Control Committee shall be as follows:

- 3 representatives of Yancey-Camp Development Company
- 1 representative of Regency Park Homeowners Association
- 1 representative of the Country Brook Homeowners Association

However, once a dwelling has been erected on every lot in the Addition and a Certificate of Occupancy issued for all dwellings, the composition of the Architectural Control Committee shall be as follows:

- 4 representatives of Regency Park Homeowners Association
- 1 representative of the Country Brook Homeowners Association

The Committee by unanimous vote may designate one or more representatives to act for the Committee. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed, nor shall they be held financially or otherwise responsible for any acts or duties exercised hereunder or failure to exercise any act or acts or duties set out herein.

20. A meeting of the Architectural Control Committee may be called upon the signed written request of any two members of the Architectural Control Committee. A quorum to conduct any business of the Architectural Control Committee shall be at least three members present in person at the meeting. A simple majority of those present and constituting a quorum may approve any business lawfully coming before the Architectural Control Committee. Any meeting of the Architectural Control Committee called pursuant to this paragraph requires forty-eight (48) hours prior written notice to all Committee members delivered to them at their last known address. Such notice shall state the time and place of such meeting which must be held in Dallas County, Texas, or Collin County, Texas.

21. These covenants are to run with the land and shall be binding on all parties owning lots in the Addition, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument agreeing to change said covenants in whole or part has been signed by the then owners of the lots in the manner described in paragraph 22 and has been recorded.

22. Once a dwelling has been erected on every lot in the Addition and a Certificate of Occupancy issued for all dwellings, the covenants contained herein may be amended or terminated either in whole or in part by the recording of a written instrument signed by a simple majority of the then record owners of the lots in the Addition. For the purposes of this paragraph each owner shall be entitled to as many votes as he owns lots.

23. If any person or persons shall violate, or attempt to violate the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Addition or in the Country Brook Addition, an addition to the City of Dallas, Texas, as platted in the Map Records of Collin County, Texas, to prosecute any proceeding at law or in equity

against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages, attorney's fees and costs, or other dues for such violation. However, there shall be no duty on the part of any person owning any real property situated in the Addition to prosecute any such proceeding.

24. Invalidation of any of these covenants by a judgment or a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 7th day of October, 1983.

YANCEY-CAMP DEVELOPMENT COMPANY

By S. Foster Yancey
S. Foster Yancey, Vice-President

CONSENTED to this 7th day of October, 1983.

YANCEY-CAMP CONSTRUCTION COMPANY

By S. Foster Yancey
S. Foster Yancey, President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October 7, 1983 by S. Foster Yancey, Vice-President of Yancey-Camp Development Company, a Texas corporation, on behalf of said corporation.

SEAL

My Commission Expires:



Edward Robins
Notary Public in and for
the State of Texas

EDWARD ROBINS, Notary Public
In and for the State of Texas
Commission Expires 11/17/85

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STATE OF TEXAS §
COUNTY OF DALLAS §

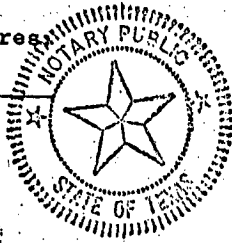
This instrument was acknowledged before me on October 7,
1983 by S. Foster Yancey, President of Yancey-Camp Construction
Company, a Texas corporation, on behalf of said corporation.

Edward Robins

Notary Public in and for
the State of Texas

SEAL

My Commission Expires _____



EDWARD ROBINS, Notary Public
In and for the State of Texas
Commission Expires 11/17/85

FILED FOR RECORD 7th DAY OF October A.D. 1983, at 3:22 P.M.
RECORDED 10th DAY OF October A.D. 1983.
HELEN STARNES, COUNTY CLERK, COLLIN COUNTY, TEXAS.
BY: Barbara Yancey DEPUTY.