

The State of Texas       §  
  §  
County of Dallas       §

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PERTAINING TO THE CONSTRUCTION, DEVELOPMENT AND USE  
OF LOTS WITHIN REGENCY PLACE

(A residential subdivision and an addition to the City of Dallas)

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAINING TO THE CONSTRUCTION, DEVELOPMENT AND USE OF LOTS WITHIN REGENCY PLACE (this "Second Amended Construction Declaration") is made this 21 day of November 2023, by HOMEOWNERS' ASSOCIATION OF REGENCY PLACE, INC., a Texas Non-Profit Corporation (hereinafter referred to as "Declarant" or "Association"):

WITNESSETH:

WHEREAS, Preston-Regency Corp. ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for the Care and Maintenance of Common Areas within Regency Place (a residential subdivision and addition to the City of Dallas) on or about March 19, 1979, at Volume 79054, Page 1671 *et seq.* of the Real Property Records of Dallas County, Texas (the "Maintenance Declaration"); and

WHEREAS, the Declarant also recorded the Declaration of Covenants, Conditions and Restrictions Pertaining to the Construction, Development, and Use of Lots within Regency Place (a residential subdivision and addition to the City of Dallas) on or about September 24, 1980, at Volume 80188, Page 1274 *et seq.* of the Real Property Records of Dallas County, Texas (the "Construction Declaration"); and

WHEREAS, the Association replaced the Maintenance Declaration with the Amended and Merged Declaration of Covenants, Conditions and Restrictions for the Care and Maintenance of the Areas within Regency Place (a residential subdivision and addition to the City of Dallas), recorded on or about October 24, 2002, at Volume 2002208, Page 317 *et seq.* of the Real Property Records of Dallas County, Texas (the "Amended Maintenance Declaration"); and

WHEREAS, the Association replaced the Construction Declaration with the Amended Declaration of Covenants, Conditions and Restrictions pertaining to the Construction, Development, and Use of Lots within Regency Place (a residential subdivision and addition to the City of Dallas), recorded on or about October 24, 2002, and recorded at Volume 2002208, Page 303 *et seq.* of the Real Property Records of Dallas County, Texas (the "Amended Construction Declaration"); and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law; and

WHEREAS, no governmental approval is required by law for the following amendments; and

WHEREAS, the Amended Construction Declaration is replaced in its entirety, as the following Second Amended Construction Declaration has been approved by a vote of more than 67 percent of the total votes allocated to property owners entitled to vote on the amendment.

ARTICLE I.

CONCEPTS AND DEFINITIONS

The following words when used in this Second Amended Construction Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following concepts and meanings:

- (a) "Association" is the entity which has the power, duty, and responsibility of maintaining and administering the Common Properties and other properties ("the areas") and administering and enforcing the covenants and collecting and disbursing the assessments and charges hereinafter prescribed;
- (b) "Properties" shall mean and refer to all existing property as described in Exhibit A and any additions thereto subject to this Declaration or any supplemental or amended declaration prepared and filed of record pursuant to the provisions of Article II, *infra*;
- (c) "Dominant Estate" is the Lot on which a residential dwelling has been constructed which touches or is extremely close to the property line and is benefitted by a preventative maintenance easement on the Servient Estate.
- (d) "Servient Estate" is the Lot subject to the Dominant Estate.
- (e) "Common Properties" shall mean that area designated as such on a certain plat recorded at volume 79054, page 1691 in Dallas County deed records, together with any and all improvements that are now or may later be constructed thereon. The Association holds record title to the Common Properties consistent with the objectives envisioned herein and the easement rights of the members to use and enjoy the Common Properties. The Association reserves the right to execute any open space declarations applicable to the Common Properties which may be permitted by law to reduce property taxes;
- (f) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended, which is designated as a Lot therein and which is or will be improved with a residential dwelling;
- (g) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot subject to these amended covenants. The word "Owner" shall not include any person or entity who holds a bona fide lien or interest in a Lot as a security merely for the performance of an obligation;
- (h) "Member" shall mean and refer to each owner of a lot; and

- (i) "Declaration" shall mean and refer to this Second Amended Construction Declaration.

## ARTICLE II.

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (property as defined above) is located in Dallas, Dallas County, Texas, and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

## ARTICLE III.

### USE OF LOTS AND PROPERTIES – PROTECTIVE COVENANTS

The Properties (and each Lot therein) shall be constructed, developed, occupied, and used as follows:

Section 1. Residential Lots. All Lots within the Properties shall be used, known, and described as residential lots. No building or structure shall be erected, altered, placed, or permitted to remain on any residential Lot, other than a single-family dwelling. No building or structure on any Lot shall exceed two (2) stories in height. No manufactured, pre-fabricated, modular, or dwelling of a similar nature shall be placed or permitted to remain on any Lot.

Section 2. Minimum Floor Space. Each one (1) story dwelling constructed on any Lot shall contain a minimum of two thousand (2,000) square feet of air-conditioned floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling. Each one and one-half (1-1/2) story or two (2) story dwelling constructed on any Lot shall contain a minimum of two thousand four hundred (2,400) square feet of air-conditioned floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling, of which not less than fifteen hundred (1,500) square feet shall be air-conditioned ground floor area.

Section 3. Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. For any new construction or modification of existing construction, the garage door location shall be indicated on a site plan approved by the Architectural Control Committee. All garage doors shall be equipped with an automatic and remote-controlled electronic door opener.

Section 4. Setback Requirements. No building or structure of any type shall be erected on any Lot nearer to the front property line than indicated by the minimum building setback line on the recorded plat of the subdivision or ten (10) feet from the front lot line, as specified by the Architectural Control Committee. Within the setback areas for each Lot, an easement and right-of-way is reserved for the Association to facilitate and carry out any reasonable exterior maintenance or landscaping programs or concepts adopted by the Association.

Section 5. Fences; Signs. No fence, wall, or hedge shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Properties. No fence, wall, or hedge shall exceed eight (8) feet in height unless otherwise required by

the City of Dallas. All front walls shall be brick. Brick wall locations shall be in accordance with a site plan approved by the Architectural Control Committee. No sign or signs shall be displayed to the public view on any Lot, except: (1) any builder during the applicable construction and sales period may utilize one professional sign of not more than twelve (12) square feet in size per Lot for advertising and sales purposes; (2) the owner of the respective Lot may utilize a dignified "for sale" or "for rent" sign of not more than nine (9) square feet in size for the applicable sale or rent situation; (3) the owner of the respective Lot may utilize a sign (one front and one back) not to exceed two square feet in an area signifying the home is protected by a security system; (4) the resident of the respective Lot may place one sign for each candidate or measure relating to an election, with such signs displayed not more than 90 days before the date of the election and removed on or before the 10th day following the date of the election, except as otherwise required by Texas law; and (5) the resident may place one sign advertising a "garage" sale at a residence on the day or days of such sale, with such sale not to exceed three (3) days.

**Section 6. Easements and Utilities.** Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Except as to special street lighting or other aerial facilities which may be required by the City of Dallas or which may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals, or other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Properties whether upon individual Lots, easements, streets, or rights-of-way of any type, either by the utility company or any other person or entity, including but not limited to, any person owning or acquiring any part of the Properties, and all utility service facilities (including but not limited to water, sewer, gas, electricity, and telephone) shall be buried underground unless otherwise required by a public utility.

**Section 7. Preventative Maintenance Easement.** With respect to a Servient Estate adjoining a Dominant Estate, *the Dominant Estate shall have a preventative maintenance easement not more than five feet (5') in width which shall parallel such property line on the Servient Estate's Lot.* The owner of each Dominant Estate shall have limited non-exclusive right to enter into, on, and upon the respective easement area on the Servient Estate for the purpose of constructing a residential dwelling which has been approved by the Architectural Control Committee. From and after the date of completion of such residential dwelling, the owner of the Dominant Estate on which the residential dwelling is situated shall have non-exclusive right to enter into, on, and upon the applicable easement area on the Servient Estate for the purposes of preventative *inspection or* maintenance or making bona fide repairs to such residential dwelling on the Dominant Estate, but such entry for preventative *inspection or* maintenance or repairs shall occur in a reasonable, nondisruptive fashion during daylight hours unless warranted by then-existing circumstances.

Nothing shall be done or permitted within any preventative maintenance easement area which would constitute a threat or hazard to the health and safety of the individuals occupying the dwelling situated on the Servient Estate nor shall anything be done or permitted within the easement area which adversely affects the use, integrity, structure, and strength of the dwelling situated on the Servient Estate. Nothing shall be done or permitted on the Servient Estate which would constitute a threat or hazard to the health and safety of the individuals occupying the dwelling situated on the Dominant Estate nor shall anything be done or permitted within the Servient Estate which adversely affect the landscaping, use, integrity, structure, and strength of the dwelling situated on the Dominant Estate. Any and all proposed repairs and preventative maintenance and the entry necessary to accomplish same shall be submitted to the owner of the Servient Estate for accomplishment at a time of mutual convenience for the owners of the Dominant Estate and Servient Estate unless urgent access is warranted by then-existing conditions.

Any interventions within the purview of the Architectural Control Committee as set forth herein shall be submitted to the latter for approval or disapproval so that the standards, spirit, and intent of this Declaration may be continued and advanced. In the event of any disagreement between the owner of the Servient Estate and the Architectural Control Committee, the Architectural Control Committee's decision shall prevail.

**Section 8. Temporary Structures.** No temporary structure of any kind shall be erected or placed upon any Lot.

**Section 9. Vehicle Parking.** Owner's or tenant's vehicles, of whatsoever kind and character, shall be placed in such owner's or tenant's garage or the space immediately behind the garage when not in use. This parking restriction shall not apply to visitors whose vehicles are not oversized (any large truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper, or other conveyance that because of its size may not fit in an owner's garage or space immediately behind the garage) or persons performing work on or about the owner's premises on a temporary basis. The board of directors at its sole discretion shall have the power to grant an exemption from compliance based on age, health, or any other reason the board finds would cause unreasonable hardship to an owner. Any oversized vehicle (any large truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper, or other conveyance that because of its size may not fit in an owner's garage or space immediately behind the garage) may be parked in front of an owner's home on the street for a maximum of three consecutive days in any thirty (30) day period—provided that the parking of such vehicle is not hazardous to and does not impede normal vehicle traffic entering, exiting, or driving through the streets. While an oversized vehicle is parked, all motors in the vehicle, if any, must not be running. Notwithstanding anything to the contrary contained herein, in particular Article IV, Section 3, it shall be the duty and responsibility of the board of directors to enforce the provisions of this section.

**Section 10. Garbage and Trash Collection.** No residential Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All garbage shall be kept in sanitary containers in appropriate locations. Garbage containers shall be situated only in the alleyways leading to garages to not be visible from any residential street. Each Lot owner shall observe and comply with any and all regulations or requirements promulgated by the Association in connection with the storage and removal of trash and garbage.

If at any time an owner of any Lot fails to control weeds, grass, or other unsightly growth, the Association may enter the Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the owner of said Lot a sum not less than fifty (50) dollars for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon such Lot against which each such assessment is made. Each such assessment, together with such interest thereof and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

**Section 11. Offensive Activities.** No noxious or offensive activity shall be conducted on any portion of the Properties that will adversely affect the peace, quiet, comfort, or serenity of other owners of Lots. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or

maintained for commercial purposes. No Lot may be used for any business purpose, including, but not limited to, any activity where third parties regularly (defined as more than one separate visit by one or more third parties during any thirty (30) day period) visit the Lot or residence in person to pay or receive any form of compensation or consideration (or in furtherance of being paid or paying any form of compensation or consideration). This "business purpose" restriction does not apply to instances (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (2) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Properties; (3) the business activity does not involve visitation to the Lot or residence by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents of the Properties; (4) the business activity does not cause increased parking or traffic within the Properties; and (5) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.. This "business purpose" restriction shall be interpreted broadly in favor of the particular activity being considered a business activity violative of this section.

Section 12. Sprinkler System. Each Lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purposes of providing sufficient water to the front and side yard areas situated outside of fences, walls, or hedges. The Association shall have the right but not the obligation to require the Lot owner to operate each sprinkler system, in conjunction with a common maintenance plan related to the installation of the sprinkler system as well as the water consumption arising from its operation. The Association will bear the reasonable cost of repairs to the sprinkler system if caused by the negligence of employees, agents, or officers of the Association in their respective capacities. Each Lot owner shall use reasonable efforts to keep, preserve, and maintain the landscaping in a healthy and attractive conditions.

Section 13. Surfaces. All exterior roofs shall be constructed of metal, composition shingle or such other materials as may be approved by the Architectural Control Committee, taking into account harmony, conformity, color, appearances, quality, and similar considerations. For the purposes of fire safety, wood shingle or wood shake roofing materials are expressly prohibited in new construction or the reroofing of existing construction. The exterior surface of the front exposure of all residential dwellings shall be substantially constructed of glass and brick or other materials approved by the Architectural Control Committee. The Architectural Control Committee is specifically authorized to require a continuous uniform surface with respect to all improvements which directly face the streets serving the development's homes. Public walk and curb surface shall be exposed aggregate or concrete. All antennas shall be installed within the respective residences so that no antennas are visible.

Section 14. Architectural Control Committee. The Architectural Control Committee (the "Committee") shall be composed of three (3) individuals appointed by the board of directors for a term of three (3) years. Members of the Committee may not be current board members, spouses or household members of current board members, unless the Association does not have enough interested non-board member candidates following the ACC candidate solicitation (in which case Board members and their spousal co-habitants may be appointed to the Committee). The Committee shall function as the representative of the Association and the owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and protection of a first-class residential community. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony, and conformity throughout the Properties.

In the event of the death or resignation of any member of the Committee, the board of directors shall have full authority to designate and appoint a successor. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable individually or collectively for claims, causes of action, or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed in good faith pursuant to this covenant.

No building structure, fence, wall, or improvement of any kind or nature shall be erected, placed, or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee. Said approval shall signify the Committee's satisfaction that the Lot owner and his contractors (if any) shall comply with requirements with respect to:

- (a) Quality of workmanship and materials; adequacy of site dimension; adequacy of structural design; proper facing of main elevation with respect to nearby streets;
- (b) Conformity and harmony of the external design, color, type, and appearance of exterior surfaces and landscaping;
- (c) Location with respect to topography and finished grad elevation, effects of location and use on neighboring Lot and improvements situated thereon and drainage arrangements; and
- (d) The other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render an interpretation and decision.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee, and the other complete set of plans will be marked "approved" and returned to the Lot owner or his designated representative. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "disapproved" accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modification or change to the approved or disapproved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing within thirty (30) days since submission of plans by the Lot owner. If an application is denied by the Committee, the owner has the right to appeal such denial to the Board of Directors within 30 days after the date the denial notice is mailed to the owner.

The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable, and uniformly applied and shall carry forward the spirit and intention of these covenants and restrictions. Although the Committee shall not have unbridled discretion with respect to taste, design, and any standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins shall supplement these covenants and restrictions and are incorporated herein by reference.

**Section 15. Leasing.** "Leasing," as used in this Section, is defined as regular, exclusive occupancy of a residential dwelling on a Lot ("Residence") by any person other than the Owner. All leases must be for a term of not less than six (6) months. No short-term rentals or transient tenants may be accommodated in a Residence. Residences may not be used or leased for hotel purposes. For purposes of this Subsection, "short-term rentals" shall mean lease/rental periods of less than six (6) months, including leasing a Residence on a nightly, weekly or monthly basis. Owners may not list their Residences as for lease on short-term rental websites such as [www.airbnb.com](http://www.airbnb.com), [www.vrbo.com](http://www.vrbo.com), [www.homeaway.com](http://www.homeaway.com) or other vacation or short-term rental website. The Association shall have the power and authority to enforce this Subsection in any legal manner available, as the Board deems appropriate, including, without limitation, the imposition of fines until the violation is cured

The Lot owner or resident desiring to lease or rent his or her respective Lot or Residence to another must provide the Association written notice at least ten (10) days before the respective lease or rent term is to begin. The notice must include the name, phone number and email address of each non-minor person who will reside at the property under the lease, the commencement date and, the term of the lease. Any violation of the Declaration, Bylaws or rules and regulations by the tenant, any occupant or any person living with the tenant, is a default under the terms of the lease and authorizes the owner to terminate the lease without liability and to evict the tenant in accordance with Texas law.

Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Residences that do not comply with this Section upon the Owner's written application for an exception because of undue hardship on the Owner. By way of example and not limitation, a hardship exemption may generally be warranted where an unforeseen change of circumstances occurs that is outside of the Owner's control and an exception is warranted from the Association's restrictions to prevent the unforeseen change from creating an undue hardship on the Owner. Those Owners who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Residence upon the terms and conditions established by the Board, but in no event less than thirty (30) days, and at the end of the current lease term, the Board will again review whether the hardship still exists to warrant an extension of the exception.

#### ARTICLE IV.

##### GENERAL PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land subject to these covenants and shall inure to the benefit of and be enforceable by the Association and/or the owner of any land subject to these covenants, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the members entitled to cast seventy (70) percent of the votes of the Association and recorded in the Deed Records of Dallas County, Texas, which contains and sets forth an agreement to abolish the covenants—provided, however, no such agreement (where approved by less than ninety-five (95) percent of the votes of the Association) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**Section 2. Amendments.** Notwithstanding section 1 of this article, this Declaration and the covenants therein may be amended or changed in part as follows:



These Declaration and covenants may be amended or changed only by a vote of 67 percent of the total votes allocated to owners entitled to vote on the amendment of the Declaration, in addition to any governmental approval required by law.

Any and all amendments shall be recorded in the Real Property Records of Dallas County, Texas.

**Section 3. Enforcement.** The Association or its designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, and the rules and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the dedicatory instruments by any one or more of the following means:

(a) By entry upon any Lot within the Properties, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by the Association to the owner thereof, for the purpose of enforcement;

(b) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach;

(c) By exclusion, after notice and hearing, of any Owner from use of any recreational facilities within the Common Properties during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues;

(d) By levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach;

(e) By levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established in advance in the rules of the Association, from any owner for breach of the dedicatory instruments; and/or

(f) By taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

**Section 4. Validity.** Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien, or other similar security instrument which may be then existing on any Lot. Invalidation of any one or more of these covenants or any portions thereof by a judgment or court order shall not affect any of the other provisions or covenants herein contained which shall remain in full force and effect.

**Section 5. Headings.** The headings contained in these covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of these covenants. Words of any gender

used herein shall be held and construed to include any other gender and words in the singular shall be held to include the plural and vice versa, unless context requires otherwise.

Section 6. Notices to Member/Owner. Any notice required to be given to any member or owner under provisions of this Declaration and covenants shall be deemed to have been properly delivered when deposited in the United States mail, posted prepaid, addressed to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 7. Notices to Mortgagees. The holders of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/member/owner in the performance of such mortgagor/member/owner's obligations as established by these Declaration and covenants, provided that the association has been furnished in writing with the correct name and address of such mortgage holders and a request to receive such notification.

Section 8. Disputes. Matters of dispute or disagreement between or with owners with respect to interpretation or application of the provisions of this Declaration and the covenants therein shall be determined by the board of directors whose good faith determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners—provided, however—that this shall not preclude any owner from pursuing any legal remedy otherwise available to such owner following a decision by the board of directors.

Section 9. Conflicts. In the event of a conflict between any provision in this Declaration and Texas law, Texas law shall control.

In witness whereof, Homeowners' Association of Regency Place, Inc., being the association herein, has caused this instrument to be executed this 21 day of November 2023.

Homeowners' Association of Regency Place, Inc.,  
a Texas non-profit corporation

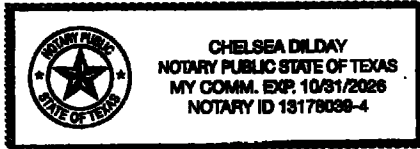


Michael A. Quint  
President, Homeowners Association of Regency Place

State of Texas )  
 )  
County of Dallas )

Before me, the undersigned notary public in and for said county and state, on this day personally appeared Michael A. Quint known to me by drivers license to be the person and officer whose name is subscribed to the foregoing instrument and who acknowledged that the same was the act of said Homeowners' Association of Regency Place, Inc., a Texas non-profit corporation, and that Michael A. Quint executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 21<sup>st</sup> day of November, 2023.



Chelsea Dilday  
Notary Public, Dallas County, Texas

**Exhibit A**

The following described property consists of two tracts of land more particularly described as follows:

**Tract 1:**

A tract of land situated in the James Byrd Survey, Abstract No. 84 and the Edward Wilburn Survey, Abstract No. 1583, Dallas County, Texas and being part of the city of Dallas block no. 8175 and being more particularly described as follows:

**BEGINNING** at a point in the east line of Preston Road (100' R.O.W.) said point being S 00° 22' 18" E, 200.20 feet along said east line from the south line of Hughes Lane;

**THENCE** N 89° 37' 42" E, 450.00 feet;

**THENCE** S 69° 48' 56" E, 170.88 feet;

**THENCE** S 00° 22' 18" E, 956.25 feet;

**THENCE** S 89° 37' 42" W, 213.91 feet;

**THENCE** S 00° 35' 10" E, 232.09 feet;

**THENCE** S 88° 34' 03" W, 410.08 feet;

**THENCE** in a northerly direction with a curve to the left, said curve having a central angle of 2° 24' 04" and a radius of 5779.58 feet and a chord bearing of N 2° 18' 45" E, for an arc distance of 242.21 feet;

**THENCE** N 89° 37' 42" E, 128.85 feet;

**THENCE** N 00° 22' 18" W, 242.37 feet;

**THENCE** in a westerly direction with a curve to the left, said curve having a central angle of 6° 55' 00", a radius of 102.00 feet and a chord bearing of S 73° 06' 18" W, for an arc distance of 12.31 feet;

**THENCE** in a westerly direction with a curve to the right, said curve having a central angle of 19° 56' 54", a radius of 148.00 feet and a chord bearing of S 79° 39' 15" W, for an arc distance of 51.53 feet;

**THENCE** S 89° 37' 42" W, 64.71 feet;

**THENCE** N 00° 22' 18" W, 784.00 feet to the PLACE OF BEGINNING and containing 15.60 acres of land.

**Tract 2:**

A tract of land situated in the James Byrd Survey, Abstract No. 84 and the Edward Wilburn Survey, Abstract No. 1583, and said tract being a part of Dallas city block no., 8175, Dallas County, Texas and included in said tract are two tracts quitclaimed by the state of Texas to Preston Regency Corp. by deed as recorded in volume 79172, page 1492 of the deed records of Dallas county, Texas and being more particularly described as follows:

**BEGINNING at a point in the West R.O.W. line of Highmark Square, said point begin the Northeast corner of Lot 45, Block 5/8175 of Regency Place, an Addition to the City of Dallas, Texas as recorded in Volume 79054, Page 1600 of the deed records of Dallas County, Texas;**

**THENCE S 89° 37' 42" W, a distance of 128.85 feet to a point in the East R.O.W. line of Preston Road (100 feet R.O.W.);**

**THENCE in a northerly direction, along the East R.O.W. line of Preston Road with a curve to the left, said curve having a chord bearing of N 0° 21' 12" E, a central angle of 1° 27' 01" and a radius of 5779.58 feet, a distance of 146.29 feet;**

**THENCE N 0° 22' 18" W, a distance of 125 feet;**

**THENCE S 45° 19' 16" E, a distance of 58.31 feet to a point in the South R.O.W. line of High Court Place;**

**THENCE N 89° 37' 42" E, along the South R.O.W. line of High Court Place, a distance of 23.51 feet;**

**THENCE in an easterly direction with a curve to the left, said curve having a central angle of 19° 56' 54" and a radius of 148 feet, a distance of 51.53 feet;**

**THENCE in an easterly directly direction with a curve to the right, said curve having a central angle of 6° 55' and a radius of 102 feet, a distance of 12.31 feet to a point in the West R.O.W. line of Highmark Square;**

**THENCE S 0° 22' 18" E, along the West R.O.W. line of Highmark Square a distance of 242.37 feet to the**

**Point of Beginning and containing 0.6985 acres of land**

**Dallas County  
John F. Warren  
Dallas County Clerk**

---

**Instrument Number:** 202300237996

eRecording - Real Property

Recorded On: November 27, 2023 08:48 AM

Number of Pages: 14

---

**" Examined and Charged as Follows: "**

Total Recording: \$74.00

---

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202300237996  
Receipt Number: 20231122000340  
Recorded Date/Time: November 27, 2023 08:48 AM  
User: Lynn G  
Station: Cc127

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX