



COPY

John B. Hitt developer of REATA RANCH PHASE II subdivision, located in Coryell county and being in the e.t.j. of Copperas cove Texas does hereby adopt the following restrictions, protective covenants and conditions for the benefit of the owner of the lots and for the benefit and interest of the neighborhood where said properties are located, and does hereby covenant, conclude and agree as follows:

### I

**Land use and building type:** No lot, nor residence, shall be used for any purpose other than for residential purposes. There shall be no structure erected on any lot other than one (1) one family dwelling which shall not exceed two (2) stories in height. All exterior walls shall have no less than (4) sides masonry construction bottom floor not to include bay windows or porches or fireplace chimney, unless approved by architectural committee in writing. All attached garages must be side entry and cannot face the same street as the front of the house. All roofs must have a thirty (30) year dimensional shingle or better. There will be no metal roofs. There will be no roofs colored white, red, green or blue.

### II

**Dwelling:** The air condition floor area of the main structure, exclusive of open porches and garages shall not be less than two thousand (2000) square feet one story, or twenty four hundred (2400) square feet for a two story. Building line set back shall be a minimum of (30) feet from front property line with a minimum of (20) feet on either side. Minimum roof pitch will be 6/12. All driveways from street to garage shall be concrete, brick or stone.

### III

**Other structures:** Construction of new building only shall be permitted, it being intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling or other type of structures in this subdivision. Accessory buildings and structures shall be limited to garage and tool sheds with the twenty foot (20) side build limit still in effect. Front building line shall be behind rear lines of dwelling. Exterior finish off all such structures shall be the

same as primary dwelling. On slab, same brick, same roof and same paint. Carports are not permitted. Architectural committee shall approve all items in this paragraph.

#### IV

**Nuisances:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. No inoperable vehicles or machinery, on blocks shall be left on any street or lot. Normal family type vehicles only, shall be permitted. No accumulation of vehicles shall be permitted. No overhauling, re-paring, painting, or sanding of vehicles shall be done in public view. All recreational vehicles and boats shall be parked at rear of the house behind a fence, or in garage so as not be clearly visible from the street. No parking on street.

#### V

**Yard maintenance:** All yards shall be maintained, mowed, and kept in a condition as not to be overgrown or unsightly. Permanent grass shall be in place within ninety (90) days after closing. Shrubs, etc., subject to approval of committee

#### VI

**Subdivision lots:** No lot shall be subdivided.

#### VII

**Signs:** No signs of any kind shall be displayed to the public view on any lot except signs advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale period.

#### VIII

**Architectural Control Committee:** Submit two (2) copies of floor plan, elevations, site plan and specifications for approval prior to construction. Committee must act within five (5) days. Committee consist of John B. Hitt and his appointees. Plans may be submitted to 175 Coleton Dr. Copperas Cove, Texas. The purpose of the committee is to ensure compatibility of the constructed homes for protection of homeowners property values.

**Committee shall pre-approve all house plans in writing before construction.**

#### IX

**Easement:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.



## X

**Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lots, except dogs and cats for family use and entertainment may be kept, provided that they are not kept bred are maintained for any commercial purposes. All dogs shall be on a leash or fenced enclosures and shall not exceed three(3) in number continuous loud barking dogs can be considered a nuisance.

## XI

**Garbage and refuse disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. Smoke can be considered a nuisance.

## XII

**Fences:** No fence shall be constructed past rear corner of dwelling. All outside perimeter fences shall be (a) natural woods, (b) masonry , (c) iron. No Farm/ Ranch barbed wire or netting type fencing shall be allowed. No chain link. However all fencing must be submitted to architectural committee for approval.

## XIII

**Sight distance at intersection:** No fence, wall, hedge, shrub or tree planting may obstruct sight line vision upon any street, intersection or thoroughfare of said subdivision. Any questions upon these restrictions shall be subject to the architectural committee as heretofore outlines on these restrictions.

## XIV

**Storage Sheds:** All storage sheds, camper tops, campers and all similar structures shall be located at the rear of the residence. All storage or other buildings shall be on concrete slab with same brick, same grade and roof and same color paint. No communication towers or other such skyline obstructions shall exceed height of house except reasonable and normal television antennas.

## XV

**Additions and improvements:** any additions or improvements shall conform to these restrictions and shall have a reasonable completion date not to exceed ninety(90) days.

## XVI

All electric service will be underground from street to house.

**XVII**

**Term:** These covenants are to run with the land and shall be binding on all parties 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 ten(10) years unless an instrument signed by a majority of the current owners of the lots is recorded, agreeing to change said covenants in whole or in part.

**XVIII**

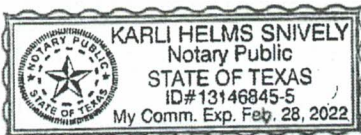
**Severability:** Invalidation of any one of these covenant by judgement of Court order shall in no wise affect any other provisions which shall remain in full force and effect. Any unclear restriction or variation shall be clarified by the architectural committee.


EXECUTED on this the 15<sup>th</sup> day of August 2021.

By:   
John B. Hitt, Owner

The State of Texas  
County of Coryell

This instrument was acknowledged before me, the undersigned authority, on this John B. Hitt,  
the 25 day of August, 2021.



  
Notary Public, State of Texas

Karli Helms-Snively

STATE OF TEXAS  
COUNTY OF CORYELL  
The above and foregoing is a true and correct copy as  
the same appears on file and recorded in the appropriate  
records of Coryell County, Texas. Thereby certify, on

AT 3:15 FILED  
O'CLOCK PM

AUG 25 2021

AUG 25 2021

*Jennifer Newton*

County Clerk  
Coryell County, Texas



*Jennifer Newton*  
COUNTY CLERK, CORYELL CO., TEXAS

342339

John Witt  
PO Box 823  
Marshall Cove TX 76522

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