

Reata Estates

Non-Architectural Restrictions

Note: The definitions used in this document are listed at the end.

Subjects in This Document

Animals
Boats
Building Materials
Enforcement of Covenants
Flood Plain & Drainage Water
Hunting & Firearms
Insurance and Ordinances
Landscaping
Lot Maintenance (Weeds, Grass & Rubbish)
Oil Drilling & Mining Operations
Owner's Obligations to Repair & Rebuild
Recreational Vehicles (RVs)
Rubbish, Trash, Garbage, & Waste Material
Signs
Trailers
Trucks & Vehicles
Utility Easements
Windows

Recreational Vehicles (RVs)

Recreational vehicles are not permitted on the streets, driveway, or lots overnight, unless they can be located in a garage in such a way as to not be visible from the street.

(See Section 6.10 of the covenants).

Boats

Boats, regardless of their purpose or size, are not permitted on the streets, driveway, or lots overnight unless they can be located in a garage in such a way as to not be visible from the street.

(See Section 6.10 of the covenants).

Trailers

Trailers, regardless of their purpose or size, are not permitted on the streets, driveway, or lots overnight unless they can be located in a garage in such a way as to not be visible from the street.

(See Section 6.10 of the covenants).

Trucks & Vehicles

Trucks with tonnage in excess of 3/4 ton are not permitted on the streets, driveway, or lots overnight unless they can be located in a garage in such a way as to not be visible from the street.

A vehicle of any size which normally transports inflammatory or explosive cargo may not be kept in Reata at any time.

(See Section 6.10 of the covenants).

Animals

One horse per acre is permitted. No other animals except domestic pets are allowed on any lot.

No part of any property may be used for a commercial feedlot, boarding stable, or kennel.

All animals must be restricted and contained within appropriate fencing and housing, including domestic animals such as dogs and cats.

Rodents may be kept as household pets only.

No animal will be allowed to run freely away from the owner's lot.

Domestic animals must be controlled by a leash or trained to walk with owner unleashed.

All leash and licensing laws in effect in Parker County will apply to these animal provisions.

Animals are not allowed to become a nuisance.

(See Section 6.07 of the covenants).

Windows

All windows which are visible from any street must be covered with draperies or blinds within 30 days after the date on which the main structure is occupied.

All tin foil and newspaper window coverings are expressly prohibited.

(See Section 7.14 of the covenants).

Lot Maintenance (Weeds, Grass & Rubbish)

Owners must keep weeds and grass on their lots cut in a sanitary, healthful and attractive manner.

The board of directors of the association or its duly authorized agents has the authority and right after reasonable notice to go onto any lot at reasonable hours of any day for the purpose of mowing and cleaning of said lot. Further, the board of directors has the authority and right to assess and collect from the owner of said lot a reasonable fee for mowing or cleaning.

If the assessment for cleaning and mowing is not paid, it and interest (at the highest permitted lawful rate per annum), and the cost of collection will be a lien on the lot after an affidavit of lien is filed in the deed records of Parker County, Texas, and will be a continuing lien upon the lot until such assessment is paid.

Each such assessment, together with interest and the cost of collection thereof, will also be the continuing personal obligation of the owner of such lot at the time when the assessment occurred.

The lien securing any such assessment will be subordinated and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the filing of the affidavit of lien.

(See Sections 10.01 and 10.02 of the covenants).

Rubbish, Trash, Garbage, & Waste Material

Rubbish, trash, garbage, and other waste material must be kept in sanitary containers located in appropriate areas concealed from public view.

Rubbish, trash, garbage or other waste materials may not be placed for collection by the trash trucks more than 12 hours prior to the scheduled collection time.

Stumps, trees, underbrush, refuse of any kind, and scrap materials from the improvements being erected on any lot may not be placed on any adjoining lots, streets, or easements.

All scrap building material from the improvements being erected on any lot must be removed while work is in progress or at the completion of such improvements.

Owners must not permit the accumulation of garbage, trash or rubbish of any kind on their lots.

Burning of material during the construction phase of improvements is not allowed.

(See Sections 6.08, 6.11, and 10.01 of the covenants).

Land Use

No business of any kind may be conducted on any lot.

Garage apartments for rental purposes are not allowed; however, this restriction does not prevent occupancies of servant quarters by domestic servants, domiciled with an owner or occupant.

No professional buildings or commercial activities to which the general public is invited may be conducted on any lot.

No activity may be conducted on any lot which is not related to single family residential purposes.

No noxious or offensive activity of any sort is permitted on any lot.

No activity of any sort is permitted on any lot which may become an annoyance or a nuisance to the neighborhood.

(See Sections 6.03, 6.04, and 7.04 of the covenants).

Building Materials

Building material of any kind or character may not be placed or stored upon a lot until improvements are ready to start.

Building material must be placed within the property lines of the lot, upon which the improvements are to be erected.

Building material must not be placed in the street right-of-way between the pavement and the building line. Note: The right-of-way for all Reata roads is 60 feet wide.

Owners must not use any lot for storage of materials and equipment unless incident to construction of improvements thereon.

(See Sections 6.09 and 10.01 of the covenants).

Flood Plain & Drainage Water

Driveways must be constructed with provisions for drainage of surface water along the designated right

of way or easement.

Building must not be constructed on any lot until provisions have been made for drainage of surface water to ditches or onto natural drainage areas and to minimize drainage across adjacent properties.

No material of any sort may be constructed within the limits of the area designated as floodway without prior approval of the proper governmental entity.

All structures must be built above levels determined on Reata's plat to be within the floodway unless otherwise approved by the proper governmental entity.

(See Sections 7.09, 7.10, and 7.13 of the covenants).

Landscaping

Each residence must be fully landscaped within 120 days after the date on which the main structure is occupied.

The principal landscaping of each lot must grass.

(See Section 7.15 of the covenants).

Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat for Reata, and no structure, except fences, may be erected upon any said easements.

Utility companies using the easements are not liable for any damages done by them, their assigns, agents, or employees to shrubbery, trees, flowers, or improvement of any kind located on the land covered by said easement.

(See Section 7.18 of the covenants).

Oil Drilling & Mining Operations

Oil drilling, oil development operations, oil refinery, quarrying or mining operations of any kind are not permitted in Reata Estates.

Oil wells, tanks, tunnels, mineral excavations, or shafts are not permitted in Reata Estates.

Derricks or other structures designed for the use in boring for oil or natural gas may not be erected, maintained or permitted in Reata Estates.

(See Section 6.12 of the covenants).

Owner's Obligations to Repair & Rebuild

Owners must keep their residence in a condition compatible to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner must, with all due diligence, rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

Reconstruction or repairs must start within three months after the damage occurs, unless prevented by causes beyond the control of the owner.

All plans for repair or reconstruction must be approved by the Architectural Control Committee.

(See Sections 8.01 and 9.01 of the covenants).

Insurance & Ordinances

Nothing may be done or kept on a lot which would increase the rate of insurance for the property.

Owners cannot permit anything to be done or kept on a lot which would result in the cancellation of the insurance on **any** property.

Owners cannot permit anything to be done or kept on a lot which would be in violation of any law, ordinance, or regulation applicable to the lot or any properties in Reata.

(See Section 6.06 of the covenants).

Signs

No sign of any kind may be displayed to the public view of any lot, except one sign of not more than five square feet advertising a lot for sale.

(See Section 6.05 of the covenants).

Hunting & Firearms

Hunting is prohibited on any part of Reata.

(See Section 6.07 of the covenants).

Enforcement of Covenants

Reata's covenants, conditions and restrictions will run with the land and bind all parties to conform and observe all covenants, conditions and restrictions as to the use of lots and the construction of improvements thereon.

Enforcement of these covenants and restrictions will be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.

Failure by the association or any owner to enforce any of Reata's covenants or restriction will in not be deemed a waiver of the right to do so in the future.

(See Sections 14.01 and 14.02 of the covenants).

Definitions Used In This Document

Reata means Reata Estates, a sub-division of Parker County, Texas.

Association means Reata Estates Association, Inc., Parker County, Texas, a not for profit corporation.

Board of Directors means the elected body of owners who govern the affairs of the Association.

Outbuilding means *any* building improvement, temporary or permanent, located on a lot which is not connected to the owner's residence.

Structure means *any* structure, temporary or permanent, located on a lot which is not connected to the owner's residence or an outbuilding. This category includes, but is not limited to, flag poles, antenna masts, any outdoor sport or hobby structure such as a tennis court, dog kennels, equine arena, and similar entities.

Owner means the record owner, whether one or more persons or entities, of a fee simple title to any lot or portion of a lot which is a part of Reata.

Street means all the streets shown on the Reata Estates plat.

Architectural Control Committee means the group of owners appointed by the board of directors to oversee and review all architectural standards at Reata Estates and shall be called the "ACC" in this document. The ACC serves at the pleasure of the Reata Estates board of directors.

Covenants means the restrictive covenants that govern Reata Estates that are binding upon each owner.

Residence means the owner's home.
