

*AFTER RECORDING, RETURN TO:  
Baird, Crews, Schiller & Whitaker, P.C.  
15 North Main Street  
Temple, Texas 76501*

**RESTRICTIVE COVENANTS  
OF  
THE RESERVE AT SKYLINE MOUNTAIN SUBDIVISION,  
A subdivision in the City of Copperas Cove, Coryell County, Texas**

These 'Restrictive Covenants of The Reserve at Skyline Mountain Subdivision, a subdivision in the City of Copperas Cove, Coryell County, Texas' ("Restrictive Covenants"), made on JANUARY 29, 2015, by VERDE MESA DEVELOPMENT, INC., a Texas corporation ("Declarant"), adopts and impresses the following restrictive covenants on the following described property, known as The Reserve at Skyline Mountain Subdivision ("Subdivision"), which is designated as a separate and distinct divisional unit:

All lots and blocks, The Reserve at Skyline Mountain Subdivision, a subdivision in the City of Copperas Cove, Coryell County, Texas, according to the map or plat of record in Cabinet C, Slide(s) 829-830, Plat Records of Coryell County, Texas;

For the purpose of assuring the orderly and uniform development of the Subdivision as a residential subdivision of good and desirable character, and in order to carry out a general plan of development for the benefit of Declarant and each and every present or subsequent Owner of a Lot in the Subdivision, the following covenants are made and adopted to run with the land. All of the Lots in the Subdivision will be held, sold and conveyed subject to the following easements, restrictive covenants, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title or interest in the Lots, their heirs, successors and assigns, and will inure to the benefit of each Owner of a Lot in the Subdivision.

Notwithstanding any other provision herein, it is declared that the completion of development of the Subdivision, and the sale, rental or other disposal of the Lots therein, is essential to the establishment and welfare of the Subdivision. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in these Restrictive Covenants will be understood or construed to prevent Declarant or its employees, contractors, agents or representatives from performing whatever actions the Declarant determines, in its sole discretion, may be necessary or advisable for the full development of the Subdivision, and for disposing of all Lots therein.

**COVENANTS, CONDITIONS & RESTRICTIVE COVENANTS**

The Subdivision is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the Lots; to protect Lot Owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the Lots; to guard against the erection of poorly-designed or proportioned structures of improper or unsuitable materials; to encourage the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investments made by the Lot Owners.

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1. Land Use and Building Type. All Lots shall be used for single-family residential purposes only, and no commercial use shall be allowed with the exception of the business of Declarant and the transferees of Declarant in developing and selling Lots in the Subdivision. No building shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached site-built single-family dwelling and a separate building as described in Paragraph 2 below. No Residence will be erected, constructed, or altered that exceeds 2 standard stories in height, provided, however, that all applicable ordinances, regulations and statutes with respect to the maximum height of buildings and structures will be complied with at all times. Each Residence must have a minimum of a two-car garage. No duplex or multiple family units may be constructed on any Lot. Manufactured homes, mobile homes, industrialized (modular) homes, trailers and other such prefabricated homes are prohibited. Exterior construction must be completed within one (1) year from the date construction is begun.

2. Building Size and Materials. The floor area of the Residence must consist of at least 2,000 square feet of living space (exclusive of open or screened porches, terraces, patios, decks, driveways, basements and garages.) Exterior walls must be at least 100% brick, natural stone, masonry or masonry veneer, exclusive of openings. "Hardiplank," fiber cement and equivalent materials shall not constitute masonry for the purposes of these Restrictive Covenants. Roofing material for all buildings must be of clay tile, slate, metal or composition dimensional-cut or Timberline style shingles having a 30 year minimum rating, and must have a pitch of not less than 6:12. All separate buildings (including detached garages, servant or guest houses, workshops and storage buildings) must use the same materials as the Residence, and use the same or complementary colors as the Residence. All separate buildings must match the architectural style of the Residence, may not be constructed or installed until after the completion of the Residence, and must have at least 200 square feet of floor space. Servant or guest houses must have a complete bathroom. No metal prefabricated separate buildings may be located or placed on a Lot where such prefabricated building would be visible from any street or roadway. Any ARC approved metal prefabricated separate building must be of a color that matches or complements the Residence.

The ARC may waive any of the requirements set out in this paragraph 2 if such waiver or variance does not, in the sole opinion of the ARC, diminish the value or overall integrity of the Subdivision. The written waiver or variance must be obtained from the ARC by the Lot Owner prior to construction of the Residence.

3. Other Building Standards. No air-conditioning apparatus will be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning apparatus or evaporative cooler will be attached to any front wall or front window of a Residence or at any other location where such would be visible from any street or roadway. No dirt, gravel or road base driveways will be permitted from the street or roadway to the garage slab. No garage may be converted to dwelling space (living area) by enclosure unless approved, in writing, by the ARC and alternative garage space is added (attached or detached).

4. Building Location. No building may be located on any Lot nearer to the front, rear or side property lines than the minimum building setback lines shown on the recorded plat. In the absence of setback lines on the Plat, no building may be located on any Lot nearer than 25 feet to the rear or 7.5 feet to the side property lines unless approved, in writing, by the ARC.

5. Relocation of Buildings. 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 (excepting only prefabricated separate buildings as described in Paragraph 2 and remodeling or converting same into a dwelling unit in this Subdivision.

6. Property Condition. The Owner of each Lot will, at his sole cost and expense, maintain the Lot and any improvements thereon to the highest standards for the appearance and public perception of residential properties in the surrounding area. If all or any portion of a structure is damaged or destroyed by fire or other casualty, it will be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Residence in a manner which will substantially restore it to the same or better appearance and condition existing immediately prior to the casualty. Reconstruction must be undertaken within 3 months after the damage occurs, and must be completed within 9 months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. The ARC will approve all plans for repair or reconstruction.

7. Landscaping/Yard Maintenance. All architectural and landscaping renderings (or the equivalent), including any displayed yard art, must be submitted to the ARC for approval in accordance with the Restrictive Covenants, and must be completed within 30 days of the completion of the Residence, but in any event prior to the Owner occupancy of the Residence.

All Lots shall be kept at all times free and clear of debris, trash and materials. Within 30 days following completion of construction of a Residence, an irrigation system must be installed on the Lot and the Lot fully sodded with grass or otherwise landscaped in a manner approved by the Declarant. All grass, shrubbery, greenery and other landscaping shall be kept in good and orderly condition and neatly trimmed or mowed. All branches overhanging streets or sidewalks shall be pruned to a level of not less than 8 feet above the ground.

8. Fences. Yard fencing is optional. All fences constructed must be approved by the ARC prior to construction; must be constructed of decorative wrought iron, brick, pressure-treated red cedar or pine, using all new materials; and must be maintained in like-new condition at all times. All wood privacy fences must have both a top and bottom rail, and stained or painted in a color that matches or complements the Residence, and sealed. Fencing of the front yard (between the front corners of the home and the street upon which the home fronts) is not permitted. No fence may exceed 6 feet in height. Front & Side yard fence installation must be according to the table below.

<b>Fence</b>	<b>Required Location</b>	<b>Fence Picket Mounting</b>
<b>Front (facing street)</b>	<b>Aligned at the approximate mid-point of the side of each house</b>	<b>Street side of Fence Frame</b>
<b>Side (facing street)</b>	<b>15' Inside (and parallel to) the Side Property Line</b>	<b>Street side of Fence Frame</b>
<b>Divider Fences</b>	<b>Property Line dividing subdivision lots</b>	<b>Optional</b>
<b>Rear or Side (when adjacent to lots outside the subdivision)</b>	<b>Not Required – Construction Materials Optional</b>	<b>Optional</b>

Chain link, wire mesh fencing, electric charged fences, and barb wire fences are not permitted.

A 5 foot wide easement (the "Fence Easement") will run adjacent and parallel to and on each side of a Lot's side and rear boundary lines (for a total easement area of 10 feet) and will run the entire length of a Lot's side and rear boundary lines. An easement is hereby reserved for the use and benefit of the adjacent Lot Owner, the Declarant and the Association to provide ingress, egress and regress upon, over and across the Fence Easement to the extent such Fence Easement is necessary to permit fences to connect with other fences and to allow the Declarant or the Association to repair or replace any Owner-neglected fence as the Declarant or the Association, in its sole discretion, deems appropriate.

The Association, at the Association's sole discretion, will have the right and responsibility for the construction and installation of and all maintenance, upkeep, repair and replacement of any and all Association-owned improvements located or to be located within the Fence Easement, including but not limited to any entrance walls, entrance monuments, fencing and decorative lighting. The Association will have the right and responsibility for the landscaping of that portion of the Fence Easement that lies between any entrance wall or fence and the street running parallel to any entrance wall or fence, as shown on the plat of the Subdivision.

9. Vehicles, Boats and Trailers. No bus, boat, trailer, motor home, camper body or similar vehicle may be parked for storage on any Lot unless fully screened from view. All vehicles, trailers, boats and motors must be in working order and have all licenses, registrations and inspections required for lawful use. No vehicles used for the transport of flammable or explosive cargo may be kept in the Subdivision at any time. No major repairs, rebuilding or overhauling of vehicles, boats or trailers, or storage of wrecked or inoperable parts shall be permitted on any Lot within the Subdivision.

10. Nuisances. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring residents (except reasonable landscape lighting that has the prior written approval of the Declarant or the ARC). No horns, whistles, bells or other sound devices (other than for security devices, which must be maintained in good working condition) shall be located, used or placed on any Lot. Exterior stereo speakers, although permitted, must at all times be maintained at a tolerable volume level so that the volume level is not offensive or a nuisance to neighboring residents. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or otherwise unreasonably disturb the quiet enjoyment of the Owners of the Lots or their guests, tenants or invitees.

No exterior drying of clothes, sheets, rugs or other linens will be permitted on any Lot where such would be visible from any street or roadway, Common Area or another Lot.

Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on Residences and Lots during the period beginning one week prior to Thanksgiving and ending January 10. Such lighting must be completely removed throughout the remainder of the year. Temporary holiday lighting and display plans do not require prior ARC approval however excessive displays are not permitted and may be required to be removed at the discretion of the ARC.

11. Solar Energy Devices. A solar energy device (as defined in the Texas Property Code) (a) may not be placed, allowed, or maintained on the front of a Residence, (b) if mounted on the roof, may not extend higher than or beyond the roofline of the Residence and must conform to the slope of the roof of the Residence, and/or (c) if located in a fenced yard, may not extend taller than the fence line. If the placement of a solar energy device in a restricted location (i.e. on the front of a Residence) can increase the estimated annual energy production of the solar energy device, as determined by using a publicly

available modelling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the solar energy device if located in an area other than the front of a Residence, the ARC must approve such location. The ARC may require as much screening as possible while not substantially interfering with the annual energy production of the solar energy device. The Declarant and the Association will have the right, without obligation, to erect or install solar energy device(s) for the benefit of all or a portion of the Property.

12. Temporary Structures. No structure of a temporary character, house trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a Residence, either temporarily or permanently.

13. Signs. No sign of any kind shall be displayed to the public view on any Lot except the following, which shall be professionally prepared and in good condition: (a) 1 sign of not more than 2 square feet advertising the property for sale or rent, or advertising the builder of the property during the construction and sales period; or (b) no more than 4 signs of not more than 48 square inches in size warning against trespassing, or of the presence of a dog or a security system, or of a medical condition of the occupant or other similar safety-related message. This provision will not prohibit the display of a sign on a Lot in violation of the Texas Property Code, including a political sign for a candidate or ballot item provided such political sign is ground-mounted; is no greater than 4 square feet in area; is not, in the sole discretion of the Declarant or the Association, offensive or a nuisance to other Owners of the Subdivision; and is displayed for a period not to exceed 90 days with such display period ending on the day following the election to which the sign relates.

14. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the Owner of the tract, except for those improvements for which a public authority or utility company is responsible. No dam or similar structure may be built on any creek or natural waterway.

15. Oil and Mining Operations. 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. Animals and Poultry. No domestic livestock, potbellied pigs, poultry, bees or wild, exotic or dangerous animals may be kept on any Lot. An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees or tenants, and includes: (a) dog breeds of pit bull, rottweiler and doberman pinscher, regardless of whether the animal is purebred, a mixed breed or registered with the AKC or similar registration organization; (b) poisonous insects, amphibians or reptiles; (c) boa constrictors and other constrictor reptiles; (d) animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils; (e) ferrets, and (f) alligators. Dogs, cats or other small animals maintained as family pets shall be confined to the property of the Owner or shall be restrained on a leash when off of the Owner's property. Animals maintained as family pets shall be limited to not more than a total of 4 per Lot in any combination. No family pets shall be permitted to create a noise disturbance by excessive barking, yowling, shrieking, howling or other sound. No animals of any kind may be kept, bred or maintained for any commercial purposes. No animals may be kept on any tract until a permanent Residence is constructed and completed.

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17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, rubbish, debris or other waste shall not be kept or permitted on any Lot except in sanitary containers located in appropriate areas and screened from public view. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Rubbish, trash, garbage and other waste shall not be placed for collection more than 12 hours prior to the scheduled collection time. All waste containers must be returned to their places of storage within 12 hours after collection.

18. Burning. After the completion of the original improvements, no burning is allowed, except in fireplaces designed for such use.

19. Sight distance or Intersection. Nothing which obstructs sight lines at elevations between 2 feet and 6 feet above the roadways 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 25 feet from the intersection of the street lines.

20. Subdividing. No Lot shall be re-subdivided at any time.

21. Water Supply. No individual water-supply system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Coryell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work.

22. Sewage Disposal. All Residences and separate living quarters, if any, must utilize the City of Copperas Cove sewage disposal system.

23. Recreational Facilities. No swing, playground equipment, or other structure not approved by the Declarant or ARC will be installed, moved, or constructed on any Lot that is visible from a street or Common Area. A swing, playground equipment, or other structure that exceeds the height of the fence line and is visible to the adjoining Lot may be installed and maintained by an Owner, with the prior written approval of the Declarant or the ARC, so long as such swing, playground equipment, or other structure is well maintained and is not offensive to neighboring Owners. A gazebo or rock patio area that is visible to the adjoining Lot may be installed and maintained by an Owner, with the prior written approval of the Declarant or the ARC, so long as such structure is well maintained and is not offensive to neighboring Owners. In the event the Declarant or the ARC deems any outdoor structure to be offensive or poorly maintained, Owner will remove such structure within 10 days of written notice from the Declarant or the ARC.

No athletic and/or play equipment may be attached to the front or side portion of any Residence. One well-maintained piece of athletic equipment i.e.; basketball goal (temporary or permanent) may be placed on or near the driveway between the front of the house and front property line with prior written consent of the ARC. Athletic equipment placed on beyond the property line (refer to Lot's plot plan for specific setback requirements), on the curb or any public street is unacceptable and may be removed by Declarant and/or the Association without written warning at the Lot Owner's expense.

No swimming pool, tennis court, or other outdoor recreational structure will be installed or constructed on any Lot without the prior approval of the Declarant or the ARC. No above-ground swimming pool will be installed or constructed on any Lot.

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24. Temporary Portable Storage Containers. Temporary portable storage containers (“PODS”) or similar containers, trailers or trucks may be placed upon a Lot, in conjunction with moving personal belongings, furniture, or fixtures to or from the premises. Such temporary placement is limited to one portable storage container, trailer, or truck for a period not to exceed 4 calendar days and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).

25. Construction Activities. All construction within the Subdivision shall proceed with diligence to completion. During construction, the Lot shall be maintained in a safe, neat and orderly condition, and construction debris and surplus materials shall be cleared regularly. All excess construction materials shall be removed from the Lot promptly upon completion of construction.

26. 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 15 years from the date these covenants are recorded. After such time, these covenants shall be automatically extended for successive periods of 10 years. These Restrictive Covenants may be amended during the first 15 year period by an instrument signed by not less than 67% of the Lot Owners, and thereafter by an instrument signed by not less than 25% of the Lot Owners. Any amendment must be recorded in the Real Property Records of Coryell County, Texas.

Notwithstanding any language or other provision to the contrary, during the Development Period (as that term is defined in the Texas Property Code, Section 209.0041), Declarant, at Declarant’s discretion, may alter these Restrictive Covenants, without the joinder of any other Lot Owner.

27. Enforcement. Any Lot Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictive Covenants. Failure by any Owner to enforce a covenant or restriction will not be deemed a waiver of the right to do so.

28. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which provisions shall remain in full force and effect.

29. Architectural Review Committee. The Architectural Review Committee ("ARC") will review and consider variances, approve and/or disapprove design, materials, plans and specifications, and to maintain and protect the overall integrity of the development of the Subdivision.

30. Variances. The ARC, in its sole discretion, has the authority to grant variances of any setback line; to alter any setback line; to waive any encroachment across or into any setback line or easement (to the extent that the ARC has the authority to waive such encroachment into an easement); or to alter any Restrictive Covenant so long as the variance, alteration or encroachment does not, in the sole opinion of the ARC, diminish the value or overall integrity of the Subdivision. Such variance, alteration or waiver will be by written instrument in recordable form.

In the event a variance is requested, Owner or its contractor/builder must submit to the ARC, in duplicate, (a) a complete copy of the final Plans and Specifications, together with any supporting materials and a survey showing the encroachment across or into any setback line or easement, or other basis or grounds for the variance request; (b) a written request for the variance; and (c) contact information for the Owner and, if applicable, its contractor/builder. The request for a variance may be by direct delivery or by certified mail to the ARC. The ARC will send its written decision to the Owner and,

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if applicable, its contractor/builder, within 15 days of the ARC's receipt of a request for a variance. If a request for a variance is made prior to the construction of improvements and such variance is granted, the ARC's approval will be conditional and preliminary until all improvements are constructed. Upon final completion of the improvements, the Owner or its contractor/builder must submit to the ARC, in duplicate, an "as built" survey, reflecting the location of all improvements and the encroachment or subject of the variance. Final ARC approval and granting of the variance will not be given until the ARC receives the final submissions. In the event the encroachment or subject of the variance differs from and exceeds the original request for a variance, the Owner will be subject to a fine. Any fine assessed by the ARC must be paid in full before the ARC approves the request and grants the requested variance.

31. Restrictive Covenants. The limitations of these covenants, conditions and restrictive covenants upon the Subdivision are subject to and in addition to any covenants, conditions and restrictions described in the 'Declaration of Covenants, Conditions and Restrictions of The Reserve at Skyline Mountain Homeowners' Association, a Texas nonprofit property owners' association, and The Reserve at Skyline Mountain Subdivision, a subdivision in the City of Copperas Cove, Coryell County, Texas,' recorded in the Official Public Records of Coryell County, Texas (the "Declaration"), together with any and all amendments and supplemental declarations thereof.

32. The Reserve at Skyline Mountain Homeowners' Association. Every record owner of a Lot located in the Subdivision, whether one or more persons or entities, will be a member of the Reserve at Skyline Mountain Homeowners' Association ("Association"), and will be subject to all of the terms, conditions and provisions of the Certificate of Formation, Bylaws and Declaration of the Association, including but not limited to the payment of any annual and/or special assessment assessed by the Association upon a Lot.

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EXECUTED to be effective on the date first above written.

Declarant:  
DECLARANT:

VERDE MESA DEVELOPMENT, INC., a Texas corporation

By: \_\_\_\_\_  
JAMES W. CLARK, II, President

(ACKNOWLEDGMENT)

STATE OF TEXAS            §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by JAMES W. CLARK, II, in his capacity as President of VERDE MESA DEVELOPMENT, INC., a Texas corporation, on behalf of the said corporation, in its capacity as Declarant.

\_\_\_\_\_  
NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:  
crm  
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