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DECLARATION OF RESTRICTIVE COVENANTS
Of
THE SETTLEMENT ON STAGECOACH,
A Subdivision in the City of Killeen, Bell County, Texas

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DECLARATION OF RESTRICTIVE COVENANTS
OF
THE SETTLEMENT ON STAGECOACH,
A Subdivision in the City of Killeen, Bell County, Texas

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

PIOTA DEVELOPMENT, LLC ("Declarant"), is the developer of that certain tract of land situated in Bell County, Texas, more particularly described as

> Lots One through Twenty-Two (1-22), inclusive, Block One (1); Lots Twenty-Four through Forty-One (24-41), inclusive, Block One (1); Lots One through Twenty-One (1-21), inclusive, Block Two (2); Drainage Tract One (1), of THE SETTLEMENT ON STAGECOACH, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat of record in Document Number 2022-069465, Official Public Records of Bell County, Texas

(collectively referred to herein as the "Property" and sometimes referred to as the "Subdivision").

Declarant makes and imposes the following covenants, conditions and restrictions ("Restrictive Covenants") upon each of the Lots in the Subdivision, which will be covenants running with the land, for the purposes set forth as follows:

Purpose

With reference to the use of the lots, roads, and streets of the Subdivision, which will be covenants running with the Subdivision and the above referenced lots. Each of the above referenced lots is individually referred to as "Lot" and collectively as "Lots".

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE COVENANTS

The Covenants, Conditions and Restriction limitations of the Subdivision described in these Restrictive Covenants are subject to and in addition to any restrictions, covenants and limitations described in the "Declaration of Covenants, Conditions and Restrictive Covenants of THE SETTLEMENT ON STAGECOACH HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, and of THE SETTLEMENT ON STAGECOACH, a subdivision in the City of Killeen, Bell County, Texas," recorded in Document Number 2023- 006522 of the Official Public Records of Real Property of Bell County, Texas (sometimes referred to as the "Declaration") and any and all supplemental declarations thereof. All words defined in the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.

ARCHITECTURAL REVIEW COMMITTEE.

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

THE SETTLEMENT ON STAGECOACH HOMEOWNERS' ASSOCIATION, INC.

Every record Owner of a Lot located in the Subdivision, whether one or more persons or entities, will be a member of the THE SETTLEMENT ON STAGECOACH HOMEOWNERS' ASSOCIATION, INC.

("Association"), and will be subject to all of the terms, conditions and provisions of the Articles of Incorporation, Bylaws, Declaration and other Dedicatory Instrument of said non-profit corporation, including but not limited to the payment of any annual and/or special assessment assessed by the Association upon a Lot within the Subdivision.

LOT USE

No Lot or any part thereof may be used for any purpose except for single-family residential purposes, and all improvements are restricted to new construction only, constructed on a Lot from the ground up.

RIGHT TO REPLAT OR RESUBDIVIDE

Declarant reserves the right to replat or re-subdivide any or all of the Subdivision, subject to compliance with any State, City, and County subdivision standards and subsequent to the filing of the Restrictive Covenants.

IDENTIFIED STRUCTURES NOT PERMITTED.

No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent, forts, shack; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent, without the written approval of the ARC. However, during construction, Declarant or a Builder Member (as that term is defined in the Declaration) may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.

PERMITTED STRUCTURES

Only single-family residential dwellings or Living Units will be permitted and constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction.

The Living Unit cannot exceed two (2) standard stories in height. The Living Unit may be a 1-story, 2-story or split-level residence with an attached private garage, for not less than two (2) vehicles and no more than one (1) attached or detached structure for storage constructed in accordance with the provision for Accessory Buildings (as that term is defined below). Garage entry shall not face the front of the Lot, except when the garage is not the primary garage and unless it is located behind the primary side-facing or rear-facing garage. Garage doors are to be sectional and roll-up in design. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time contain "garage door art" of any type or kind, whether painted or applied.

ACCESSORY BUILDINGS

Every accessory building or structure, inclusive of such structures as a detached garage, storage building, or guest house ("Accessory Building"), will be aesthetically compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All Accessory Buildings will be subject to the prior approval of the ARC and the floor area of such Accessory Buildings shall not exceed 10%, individually or in the Aggregate, of the floor area of the Living Unit unless otherwise approved by the ARC.

Every Accessory Building must be of new construction from the ground up. No portable building may be moved onto any Lot within the Subdivision.

HEIGHT RESTRICTION

No Living Unit will be erected, constructed, or altered that exceeds forty-five feet (45') measured from the finished grade of the lot to the highest peak of the roof, 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.

LIVING AREA

Residence or Living Units within Lots Twenty-Five through Forty-One (25-41), inclusive, Block One (1) and Lots Nine through Twenty-One (9-21), inclusive, Block Two (2) must contain conditioned "living floor area" square feet of not less than 1,800.00 square feet, except as may be authorized by the ARC.

Residents or Living Units within Lots One through Twenty-Four (1-24), inclusive, Block One (1) and Lots One through Eight (1-8), inclusive, Block Two (2) must contain conditioned "living floor area" square feet of not less than 2,500.00 square feet, except as may be authorized by the ARC.

The conditioned living floor area restriction applies to the lots, or any subdivision thereof and excludes basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not).

Conversion of garages to conditioned living space by enclosure is permitted only when alternative garage space is added in accordance with these Restrictive Covenants, and with prior ARC approval.

EXTERIOR WALL MASONRY

As a minimum, Living Units must have at least ninety percent (90%) of the exterior shall be of masonry veneer, unless specifically approved by ARC. Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage. Masonry includes brick, brick veneer, stucco, stucco veneer, stone, stone veneer, and rock (but does not include "hardi plank" or similar siding material).

Fascia, eaves, and soffits shall be constructed of hardi plank or similar material. No vinyl or aluminum siding will be permitted

ROOFING MATERIALS AND DESIGN

To insure a general uniformity of appearance of those roofs of Living Units in the Subdivision, the roofing material of all Living Units, shall be a minimum 30 year dimensional or higher grade. At least 90% of the improvements on the lot should have a roof pitch design is 7/12 or greater, unless otherwise approved by the ARC. Wood shake or wood shingle roofing are not permitted. The roofing material of all Accessory Buildings must be in accordance with these guidelines. Alternate roofing materials must be approved in advance by the ARC.

Only continuous shingle covered ridge vents will be allowed. Any other venting must be concealed from any street elevations of the Residence or other structure.

FENCES AND FENCING REQUIREMENTS

All rear yards must be fenced as set forth herein. Initial fence construction must be complete, prior to Owner occupancy, in accordance with the table below. New or replacement fences may not be constructed without prior approval of the ARC.

A. Fence Construction.

Fence Construction may not exceed eight feet, zero inches (8' 0") in height, composed of new materials, being at least four feet (4') cedar or masonry materials matching the home. Fences

may not be construction with chain link. Alternate fencing materials must be approved in advance by the ARC.

All perimeter fencing must be installed by the purchaser of the Lot within thirty (30) days of the closing date of said lot unless a Builder Member or Declarant has already installed the perimeter privacy fencing. All perimeter privacy fencing must be approved by the ARC.

In the event that any fence intersects (the "Intersecting Fence") with any fence that is of a higher or lower height, the Intersecting Fence will be increased or decreased in height, at a steady rate, over the last ten feet (10') in length of such Intersecting Fence before it intersects with the higher or lower fence so that there is a smooth transition from the lower level to the higher level. Unless otherwise approved by the ARC, no two (2) fence segments of different heights will meet without the ten-foot (10') transition area required above. For purposes of this paragraph, a fence will "intersect" with another fence at any point where there is an appearance from any street or roadway that the fence segments meet or are in close proximity to each other.

B. Fence Assembly.

All Fences must be assembled with the smooth side facing the street with all fence framing and crossboards facing the inside or rear yard of the Lot. All fences must be constructed with metal or rock/masonry posts.

C. Divider Fences.

Divider Fences are fences located parallel to and on or near a property line common with two or more Lots.

D. Fence Easement.

A five foot (5') wide easement (the "Fence Easement") will run adjacent and parallel to and on each side of a Lot's side and rear boundary lines 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 or Owner- neglected landscaping, including trimming of brush, vines, shrubbery, and trees that are located with or protrude into the Fence Easement, as the Declarant or the Association in its sole discretion deems appropriate.

Any drainage easement shown on the Subdivision Plat or created by separate instrument duly recorded in the Official Public Records of Real Property of Bell County, Texas, will also be designated as a Fence Easement, to the extent necessary to permit fences to connect with other fences while at all times accommodating drainage flow. In addition, the Association may use the Fence Easement to repair or replace any owner-neglected fence as the Association, in its sole discretion and in accordance with the Declaration, deems appropriate.

E. Front Fences.

Front Fences (between 2 houses, facing the street) are to be "in-line" between houses unless prevented by house plan or other limitations. Alternate placement for front fences must be approved by the ARC prior to installation. Front fences must present a uniform appearance.

F. Fence Maintenance.

Fences must be adequately maintained, functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced, including but not limited to

discoloration, fading, or chipping of the fence and/or coating. The expense for repair or replacement of divider fences is to be shared equally by the respective Lot Owners, to the extent they share fencing on a common property line. Lot Owners, unable to agree on fence repair or replacement, may construct a separate new fence, adjacent to the damaged or deteriorated fence.

All wood privacy fences must be stained immediately upon installation of the fence. Fence stain shall be cedar in color, equal to or comparable with Flood brand "CWF-UV Oil", PPG brand "Sun-Proof Solid Stain," or alternate as authorized by the ARC.

G. Dog Run.

Any Dog Run must be constructed so that it is not visible from the street or Common Area.

DRIVEWAYS, PARKING PADS AND SIDEWALKS

Construction materials for driveways in, parking pads and sidewalks in will be of concrete constructed with 3/8" rebar and not wire. Driveways may not be surfaced with dirt, gravel, shell, or crushed rock. The Lot Owner will be responsible for all maintenance of any driveway, parking pads or sidewalks constructed upon its respective Lot.

TREES, LANDSCAPING AND YARDS

Planting of trees, grass and landscaping must be completed immediately after final grading. Yards and landscaping must be watered, mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. All native areas in the front yard must be approved by ARC.

Removal of trees of more than two inches (2") in diameter or more than six feet (6') in height is prohibited without the permission of the Declarant or the ARC, excepting those trees located within the footprint of the Residence, garage, walks, drives, and patios, and on an adjacent two-foot (2') perimeter to the footprint.

Each front yard of a Lot must have a minimum of two (2) hardwood trees of at least a diameter of three inches (3") and height greater than six feet (6'). Any required tree plantings necessary to achieve the foregoing requirement must be completed within thirty (30) days of the completion of the Residence but in any event prior to Owner's occupancy of the Residence, unless Owner has received an extension from the ARC.

Any retaining walls constructed as a part of the Lot's landscaping must be constructed of masonry materials approved by the ARC. Engineered plans compliant with all applicable codes and sealed by a registered professional engineer must be submitted for retaining walls exceeding two feet (2') in height. Railroad ties may not be used in any retaining wall or other form of landscaping.

All front and side yards of each Lot must have an underground irrigation or water-sprinkling system for the purpose of providing sufficient water to preserve and maintain landscaping of the Lot in a healthy ad attractive condition. Each Owner will be responsible for the maintenance, repair, and replacement of said Owner's irrigation or water sprinkling system.

Initial installation of the irrigation or water sprinkling system must be completed by the Builder Member or Owner within thirty (30) days of the completion of the Residence but in any event prior to the Owner's occupancy of the Residence, unless the Owner has received an extension from the ARC.

No above-ground swimming pools are permitted.

LANDSCAPING MAINTENANCE

The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner is required to mow the Lot at regular intervals and to maintain its Lot in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each Lot.

If Owner fails to maintain its respective Lot, Declarant or the Association may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

OBSTRUCTIVE LANDSCAPING AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation will apply on any Lot within ten feet (10') from the intersection of a street with the edge of a driveway or alley pavement. No trees will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

ATHLETIC & PLAY FACILITIES

Basketball goals, swings, slides, trampolines, playhouses, sandboxes or any other athletic or play equipment (permanent or temporary) may not be attached to the front or side of a Living Unit, or located in any part of the front section of a Lot, any part of the side section of corner Lots, or driveway without prior written consent of the ARC. Athletic and/or play equipment may not be placed in the public street at any time. Athletic and/or play equipment placed on or beyond the property line (refer to Lot's plot plan for specific setback requirements), on the curb, or in any public street may be removed by Declarant and/or the Association without written warning at the Lot Owners expense. Playscapes, basketball goals, tree houses, and trampolines that are visible from the street or neighboring Lot must be approved by the ARC.

ANIMALS & PETS

A. Type Pets.

No animals, livestock, poultry or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs or other generally recognized household pets (collectively "Pets"). No Pet may be bred, kept, or maintained for any commercial purpose.

B. Maximum Number of Pets Permitted.

No more than four (4) Pets may be kept on a Lot (in any combination, but in no event will the combination include more than two (2) dogs and two (2) cats).

C. Adherence to Local and State Laws and Ordinances.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date vaccination.

D. Pet Confinement.

All Pets must be kept indoors, in a fenced area (fenced with materials as stated above or by an electronic animal control device) or, when walking the Pet, on a leash. It will be the responsibility of the owner of the Pet to prevent the animal(s) from running loose or becoming offensive or a nuisance to other Owners or occupants. For purposes of this Covenant, a Pet, or animal that creates a nuisance shall mean, but not be limited to, one that:

1. molests passerby or passing vehicles;
2. attacks other animals or persons without provocation;
3. is unlicensed or is not vaccinated as required by the Restrictive Covenants;
4. is repeatedly at large;
5. turns over garbage cans;
6. barks, whines, or howls in an excessive, loud, continuous, or untimely fashion, so as to unreasonably disturb persons; or
7. whose owner fails to appropriately dispose of its feces, including from the Pet owner's Lot when odor becomes offensive to others.

E. Pet Restrictions in Common Area

No Pet will be permitted in the Common Area except on a leash, regardless of the animal's nature or training.

F. Pet Owner Responsible to Clean Up.

It is the responsibility of the owner of a Pet to clean up after their Pet when in the Common Area or on the private property of others.

G. Failure to Adhere to Restrictive Covenants.

The Declarant, ARC, or the Association, may notify the offending Owner, in writing, of any offensive activity or other violation of this Covenant and the steps required by such Owner to correct the violation. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal from the Lot (and Subdivision) upon written request made by the Declarant, ARC, or the Association, the offending Owner will be in violation of the Covenants and subject to:

1. any Fine imposed by the Association in accordance with the Declaration: and/or
2. the Pet or animal being reported to animal control and, if necessary, removed from the Lot, in which case, the offending Owner will be obligated to reimburse Declarant and/or the Association for the cost of such removal and/or legal action.

H. Exotic or Dangerous Animals.

An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guest, invitees, or tenants, and includes:

1. Dog breeds of Pit Bull, Rottweiler, Mastiff, and Doberman Pincher regardless of whether the animal is purebred, or mixed breed, or registered with the AKC or similar registration organizations;
2. poisonous insects, amphibians, or reptiles;
3. boa constrictors and other constrictor reptiles;
4. swine;
5. animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils; and
6. alligators and crocodiles.

Additional breeds of animals may be added to the definition of Exotic or Dangerous Animals from time to time, as determined necessary by the Association Board Members, at their sole discretion, and the Rules and Regulations will be amended to include such breed of animals.

BUILDING SET-BACK MINIMUM

No Living Unit, Accessory Building or other approved improvements may be located on any Lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat. The ARC may establish additional setback lines as necessary. All structures (other than sidewalks and driveways) must be located behind the front wall of the Residence. In no event may any Residence or structure (other than sidewalks and driveways) be located within ten feet (10') of a side lot line or within fifteen feet (15') of a rear lot line.

FUTURE REMODELING OR ADDITIONS

All covenants and conditions of the Restrictive Covenants and the Declaration will apply to the remodeling of and additions to a Living Unit, Accessory Building, and other approved improvements, and, in case of total or partial destruction of any such existing structure, to the rebuilding or replacement of any such existing structure. It will be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such Living Unit, Accessory Building or other approved improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty unless prevented by causes beyond the control of the Owner. The ARC will approve all plans and specifications for repair or reconstruction in accordance with the provisions of the Declaration.

MAINTENANCE & REPAIR

Owner will be solely responsible for exterior maintenance upon each Lot, Accessory Building, outbuilding, fence, swimming pool, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual Owner. Each Owner will, at his sole cost and expense, repair his Living Unit and appurtenant improvements, keeping the same

in a condition comparable to the condition of such Living Unit or appurtenant improvement at the time of its initial construction, excepting only normal wear and tear.

NUISANCES

No noxious or offensive activity will be carried out upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect any Living Units, Accessory Buildings, improvements or property of the other Owners.

RESPONSIBILITY TO THE ENVIRONMENT

Each Lot Owner hereby acknowledges the responsibility to remain environmentally sensitive in land use and development due to property location within the Clear Water Underwater Conservation District and/or any other watershed.

RESTRICTED VEHICLE.

No vehicle with tonnage in excess of three-quarter (3/4) ton (except for those vehicles used by a Builder Member during construction of the improvements), camper, camper shell, trailer, mobile home, motor home, boat, marine craft, hovercraft, aircraft, recreational vehicle, travel trailer, or wrecked, junked, or inoperable vehicles (individually a "Restricted Vehicle" and collectively "Restricted Vehicles") will be kept, parked, stored, or maintained on any portion of a Lot, Common Area, or street within the Subdivision. The ARC will have the absolute authority to determine whether a Restricted Vehicle is being stored or maintained on any Lot, Common Area, or street within the Subdivision. Upon an adverse determination by the ARC, the Restricted Vehicle will be removed and the Lot will be brought into compliance with the Restrictive Covenants. A Restricted Vehicle may be allowed behind a fenced area and screened from view, but only with ARC approval.

If an Owner fails to adhere to these Restrictive Covenants, Declarant and/or the Association may, at its option and in its sole discretion, have the Restricted Vehicle removed from the Lot. The offending Owner will be obligated to reimburse Declarant and/or the Association for the cost of removal.

PARKING

All overnight parking (including extended periods during the day) of motor vehicles must be in driveways or garages.

Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

HAZARDOUS CARGO

No vehicle, of any size, which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.

AIR CONDITIONING EQUIPMENT

No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit.

EXTERIOR LIGHTING

All exterior lighting and lighting fixtures, of any type or nature, must be approved by the ARC prior to construction and installation. The Board may restrict the size and placement of any lighting fixture.

Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on Living Units and Lots only but cannot be placed on the Living Units or Lots prior to the sixty (60) days preceding the holiday and must be removed no later than thirty (30) days after the holiday. 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.

SIGNS & POSTERS

No sign or poster of any kind greater than two (2) square feet will be allowed on any Lot of said subdivision; however, this provision does not prohibit the display of a political sign for a candidate or ballot item on a Lot provided such political sign is ground-mounted; is no greater than four (4) square feet in area; is not, in the sole discretion of the Declarant or 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. One (1) sign of no more than four (4) square feet in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.

OIL OR MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted, upon or in any Lot or Common Area, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designated for use in boring for oil or natural gas will be erected, maintained or permitted on any Lot or Common Area. No tank for the storage of oil or other fluids may be maintained on any of the Lots or Common Area above the surface of the ground.

MAILBOXES

A. Mailbox Structure.

If allowed by the United States Postal Service, each Lot shall be required to have a mailbox structure constructed of masonry identical to the masonry used on the Residence and must meet United States Postal requirements and be no taller than five feet (5') tall and not to exceed a two-foot (2') square.

B. Cluster Mailboxes.

If required by the United States Postal Service, individual curbside mailboxes will be replaced by multiple cluster mailboxes that may be located on any Lot designated by Declarant in Accordance with the United States Postal Service requirements.

GARBAGE/RUBBISH

No Lot or the Common Area will be used or maintained as a dumping ground for rubbish. Garbage, trash or rubbish, and other waste materials must be kept only in sanitary containers as specified by city ordinance. Such sanitary containers may be placed in the street for pick up no earlier than 12 hours from the time of collection and must be returned to its place of storage within 12 hours of collection.

No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, Common Area, park, street, right-of-way, or drainage area in the Subdivision.

No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.

UNSIGHTLY CONDITIONS

Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.

UTILITY AND DRAINAGE EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of water drainage in the easements. The easement area of each Lot and all improvements in such easement area will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Owner of the Lot upon which a utility easement is located may use it for lawn purposes. Fencing in this easement area will be permitted, provided it does not alter or obstruct surface drainage.

WASTE WATER TREATMENT SYSTEMS

All individual sewage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the permitting municipality (if any), and the Bell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work.

MISCELLANEOUS CONSTRUCTION AND MAINTENANCE STANDARDS

The following miscellaneous construction and maintenance standards are in addition to any Builder's Guidelines or other requirements imposed by the ARC:

1. All Residences and Accessory Buildings must be aesthetically compatible with the Subdivision, as determined by the ARC.
2. Only continuous shingle covered ridge vents will be allowed. Any other venting must be concealed from any street elevations of the Residence.
3. Rain gutters are optional on each residence. Gutter colors should be coordinated with the trim color of the Residence.
4. Chimney caps are required. All roof penetrations must be located in the rear of the home where possible or at the least visible section of roof mass. Fireplace chimneys must be constructed of brick, stone or stucco to match the residence or constructed with fiber-cement siding (and trims) and painted to match the exterior paint of the Residence.
5. Skylights shall not be located on any elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the ARC is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the ARC.

6. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the Residence or Accessory Building, as the case may be.

7. Once construction of a house (or any addition thereto) or outside structure has commenced. it must be completed within twelve (12) months. If such improvements are not completed within the time period specified in this section, then the lot owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance (unless otherwise approved by the ARC).

8. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ARC.

9. For exterior walls, cavity fibrous or cellulose insulation shall be installed at a minimum level of R-15 or spray foam at minimum depth of 3.5".

10. Foundations shall be designed by a professional engineer with post stress system for each home. The ARC's approval of construction plans for a home is limited only to appearance and not structural design or engineering for which the ARC takes no responsibility and shall have no liability. If any more than fifteen inches (15") of slab shows above ground level the excess amount must be covered by a brick ledge.

11. No tree houses may be constructed in any tree on any Lot.

12. Each Lot (or dwelling site) is limited to one flagpole and one flag. Flagpoles may be attached to a dwelling or freestanding and must be constructed of permanent, long-lasting materials harmonious with the dwelling. Ground mounted poles may not exceed 20' in height and flags may not exceed 3' x 5'. Permitted flags include the flag of the United States of America, the flag of the State of Texas, and an official or replica flag of any branch of the United States armed forces, or any flag with prior approval of the ARC. External flag halyards must be secured so as not to produce noise offensive to nearby lots. Lights to illuminate flags must not develop excessive glare to nearby streets or lots. The location of flagpoles must be approved prior to installation by the ARC.

RESTRICTIVE COVENANTS TERM

The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the Subdivision, the individual Lots, and every part thereof, and every re-subdivision thereof, until 20 years from the date of these Restrictive Covenants, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument approved and signed by at least 67% of the then land owners of the Subdivision, with 1 vote being allotted to each Lot, modify or change the Restrictive Covenants in whole or in part.

RESTRICTIVE COVENANTS INVALIDATED

Invalidations of any one or more of the Restrictive Covenants by judgment or court order, will in no way affect any of the other provisions hereof, which will remain and continue in full force and effect.

ENFORCEMENT OF RESTRICTIVE COVENANTS

Enforcement of the Restrictive Covenants will be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Restrictive Covenants, either to

restrain violation or to recover damages. Should it become necessary for the Declarant or an Owner of a Lot to retain the services of any attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.

ZONING ORDINANCES

The Restrictive Covenants are, in all respects, subject to any applicable zoning regulations lawfully in force.

ALTERING RESTRICTIONS

During the Development Period, Declarant, at Declarant's discretion, may alter the Restrictive Covenants, without the joinder of any other Lot Owner. Thereafter, the Restrictive Covenants may be altered or abandoned at any future date by a 67% affirmative vote of the Lot Owners within the Subdivision, in accordance with the Declaration.

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, Common Area, or easement; or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, to the extent that the ARC has the authority to waive such encroachment into an easement, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form.

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 five (5) calendar days and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).

ANTENNAS AND SATELLITE DISHES

Radio, television or other receiving or transmitting antenna, satellite dish, or apparatus ('receiving device') installations are not permitted to be highly visible from a street unless it is not practical to be located in a less visible location. In the event a street visible installation location is approved, screening may be required. Installation of all such devices must receive approval prior to installation from the ARC.

[remainder of page intentionally left blank]

EXECUTED to be effective on January 27, 2023.

PIOTA DEVELOPMENT, LLC,
A Texas Limited Liability Company, Declarant

By: _____
Richard Steve Young, President

ACKNOWLEDGMENT

State of Texas
County of Bell

This instrument was acknowledged before me on February 14th, 2023, by Richard Steve Young in his capacity as President of PIOTA DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

PHYLLIS B MURPHREE
Commission # 128380615
My Commission Expires
September 7, 2026

EXECUTED by the undersigned to RATIFY and CONFIRM that the undersigned (a) is the owner of Lots in the Subdivision; (b) has executed this Declaration as the act of such undersigned owner of Lots in the Subdivision; and (c) ratifies, confirms, accepts and approves, this Declaration for the Subdivision.

PIOTA DEVELOPMENT, LLC,
A Texas Limited Liability Company

By: _____
Richard Steve Young, President

ACKNOWLEDGMENT

State of Texas
County of Bell

This instrument was acknowledged before me on February 14th, 2023, by Richard Steve Young in his capacity as President of PIOTA DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

PHYLLIS B. MURPHREE
Commission # 128380615
My Commission Expires
September 7, 2026

PREPARED IN THE LAW OFFICE OF:
Baird, Crews, Schiller & Whitaker, P.C.
Attn: Taylor Fitzner/tcf
15 North Main Street
Temple, Texas 76501
www.bcswlaw.com

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2023006536
As
RESTRICTIONS

Recorded On: February 17, 2023
Parties: PIOTA DEVELOPMENT LLC
To THE SETTLEMENT ON STAGECOACH HOMEOWNERS ASSOCIATION INC
Comment:

Billable Pages: 18
Number of Pages: 19

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	$5.00
COURT HOUSE SECURITY:	$1.00
RECORDING:	$73.00
Total Fees:	$79.00

************ DO NOT REMOVE. 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

Instrument Number:	2023006536
Receipt Number:	330218
Recorded Date/Time:	02/17/2023 1:13:36 PM
User / Station:	fosterk - BCCCD0639

Record and Return To:

Baird Crews Schiller and Whitaker PC
15 N MAIN ST
TEMPLE, TX 76501-7629

THE STATE OF TEXAS * BELL COUNTY *

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

Shelley Coston

** EFILED DOCUMENT **
Date 2/17/23
Document No. 2023-6536
Bell County, Texas
By: BCSW/tf

After Recording, Return To
Baird, Crews, Schiller & Whitaker, P.C.
15 North Main Street
Temple, Texas 76501

DECLARATION OF RESTRICTIVE COVENANTS
Of
THE SETTLEMENT ON STAGECOACH,
A Subdivision in the City of Killeen, Bell County, Texas

Prepared By:
Taylor Fitzner
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
15 North Main
Temple, Texas 76501

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DECLARATION OF RESTRICTIVE COVENANTS
OF
THE SETTLEMENT ON STAGECOACH,
A Subdivision in the City of Killeen, Bell County, Texas

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

PIOTA DEVELOPMENT, LLC ("Declarant"), is the developer of that certain tract of land situated in Bell County, Texas, more particularly described as

> Lots One through Twenty-Two (1-22), inclusive, Block One (1); Lots Twenty-Four through Forty-One (24-41), inclusive, Block One (1); Lots One through Twenty-One (1-21), inclusive, Block Two (2); Drainage Tract One (1), of THE SETTLEMENT ON STAGECOACH, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat of record in Document Number 2022-069465, Official Public Records of Bell County, Texas

(collectively referred to herein as the "Property" and sometimes referred to as the "Subdivision").

Declarant makes and imposes the following covenants, conditions and restrictions ("Restrictive Covenants") upon each of the Lots in the Subdivision, which will be covenants running with the land, for the purposes set forth as follows:

Purpose

With reference to the use of the lots, roads, and streets of the Subdivision, which will be covenants running with the Subdivision and the above referenced lots. Each of the above referenced lots is individually referred to as "Lot" and collectively as "Lots".

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE COVENANTS

The Covenants, Conditions and Restriction limitations of the Subdivision described in these Restrictive Covenants are subject to and in addition to any restrictions, covenants and limitations described in the "Declaration of Covenants, Conditions and Restrictive Covenants of THE SETTLEMENT ON STAGECOACH HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, and of THE SETTLEMENT ON STAGECOACH, a subdivision in the City of Killeen, Bell County, Texas," recorded in Document Number 2023-006522 of the Official Public Records of Real Property of Bell County, Texas (sometimes referred to as the "Declaration") and any and all supplemental declarations thereof. All words defined in the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.

ARCHITECTURAL REVIEW COMMITTEE.

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

THE SETTLEMENT ON STAGECOACH HOMEOWNERS' ASSOCIATION, INC.

Every record Owner of a Lot located in the Subdivision, whether one or more persons or entities, will be a member of the THE SETTLEMENT ON STAGECOACH HOMEOWNERS' ASSOCIATION, INC.

("Association"), and will be subject to all of the terms, conditions and provisions of the Articles of Incorporation, Bylaws, Declaration and other Dedicatory Instrument of said non-profit corporation, including but not limited to the payment of any annual and/or special assessment assessed by the Association upon a Lot within the Subdivision.

LOT USE

No Lot or any part thereof may be used for any purpose except for single-family residential purposes, and all improvements are restricted to new construction only, constructed on a Lot from the ground up.

RIGHT TO REPLAT OR RESUBDIVIDE

Declarant reserves the right to replat or re-subdivide any or all of the Subdivision, subject to compliance with any State, City, and County subdivision standards and subsequent to the filing of the Restrictive Covenants.

IDENTIFIED STRUCTURES NOT PERMITTED.

No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent, forts, shack; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent, without the written approval of the ARC. However, during construction, Declarant or a Builder Member (as that term is defined in the Declaration) may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.

PERMITTED STRUCTURES

Only single-family residential dwellings or Living Units will be permitted and constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction.

The Living Unit cannot exceed two (2) standard stories in height. The Living Unit may be a 1-story, 2-story or split-level residence with an attached private garage, for not less than two (2) vehicles and no more than one (1) attached or detached structure for storage constructed in accordance with the provision for Accessory Buildings (as that term is defined below). Garage entry shall not face the front of the Lot, except when the garage is not the primary garage and unless it is located behind the primary side-facing or rear-facing garage. Garage doors are to be sectional and roll-up in design. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time contain "garage door art" of any type or kind, whether painted or applied.

ACCESSORY BUILDINGS

Every accessory building or structure, inclusive of such structures as a detached garage, storage building, or guest house ("Accessory Building"), will be aesthetically compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All Accessory Buildings will be subject to the prior approval of the ARC and the floor area of such Accessory Buildings shall not exceed 10%, individually or in the Aggregate, of the floor area of the Living Unit unless otherwise approved by the ARC.

Every Accessory Building must be of new construction from the ground up. No portable building may be moved onto any Lot within the Subdivision.

HEIGHT RESTRICTION

No Living Unit will be erected, constructed, or altered that exceeds forty-five feet (45') measured from the finished grade of the lot to the highest peak of the roof, 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.

LIVING AREA

Residence or Living Units within Lots Twenty-Five through Forty-One (25-41), inclusive, Block One (1) and Lots Nine through Twenty-One (9-21), inclusive, Block Two (2) must contain conditioned "living floor area" square feet of not less than 1,800.00 square feet, except as may be authorized by the ARC.

Residents or Living Units within Lots One through Twenty-Four (1-24), inclusive, Block One (1) and Lots One through Eight (1-8), inclusive, Block Two (2) must contain conditioned "living floor area" square feet of not less than 2,500.00 square feet, except as may be authorized by the ARC.

The conditioned living floor area restriction applies to the lots, or any subdivision thereof and excludes basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not).

Conversion of garages to conditioned living space by enclosure is permitted only when alternative garage space is added in accordance with these Restrictive Covenants, and with prior ARC approval.

EXTERIOR WALL MASONRY

As a minimum, Living Units must have at least ninety percent (90%) of the exterior shall be of masonry veneer, unless specifically approved by ARC. Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage. Masonry includes brick, brick veneer, stucco, stucco veneer, stone, stone veneer, and rock (but does not include "hardi plank" or similar siding material).

Fascia, eaves, and soffits shall be constructed of hardi plank or similar material. No vinyl or aluminum siding will be permitted

ROOFING MATERIALS AND DESIGN

To insure a general uniformity of appearance of those roofs of Living Units in the Subdivision, the roofing material of all Living Units, shall be a minimum 30 year dimensional or higher grade. At least 90% of the improvements on the lot should have a roof pitch design is 7/12 or greater, unless otherwise approved by the ARC. Wood shake or wood shingle roofing are not permitted. The roofing material of all Accessory Buildings must be in accordance with these guidelines. Alternate roofing materials must be approved in advance by the ARC.

Only continuous shingle covered ridge vents will be allowed. Any other venting must be concealed from any street elevations of the Residence or other structure.

FENCES AND FENCING REQUIREMENTS

All rear yards must be fenced as set forth herein. Initial fence construction must be complete, prior to Owner occupancy, in accordance with the table below. New or replacement fences may not be constructed without prior approval of the ARC.

A. Fence Construction.

Fence Construction may not exceed eight feet, zero inches (8' 0") in height, composed of new materials, being at least four feet (4') cedar or masonry materials matching the home. Fences

may not be construction with chain link. Alternate fencing materials must be approved in advance by the ARC.

All perimeter fencing must be installed by the purchaser of the Lot within thirty (30) days of the closing date of said lot unless a Builder Member or Declarant has already installed the perimeter privacy fencing. All perimeter privacy fencing must be approved by the ARC.

In the event that any fence intersects (the "Intersecting Fence") with any fence that is of a higher or lower height, the Intersecting Fence will be increased or decreased in height, at a steady rate, over the last ten feet (10') in length of such Intersecting Fence before it intersects with the higher or lower fence so that there is a smooth transition from the lower level to the higher level. Unless otherwise approved by the ARC, no two (2) fence segments of different heights will meet without the ten-foot (10') transition area required above. For purposes of this paragraph, a fence will "intersect" with another fence at any point where there is an appearance from any street or roadway that the fence segments meet or are in close proximity to each other.

B. Fence Assembly.

All Fences must be assembled with the smooth side facing the street with all fence framing and crossboards facing the inside or rear yard of the Lot. All fences must be constructed with metal or rock/masonry posts.

C. Divider Fences.

Divider Fences are fences located parallel to and on or near a property line common with two or more Lots.

D. Fence Easement.

A five foot (5') wide easement (the "Fence Easement") will run adjacent and parallel to and on each side of a Lot's side and rear boundary lines 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 or Owner- neglected landscaping, including trimming of brush, vines, shrubbery, and trees that are located with or protrude into the Fence Easement, as the Declarant or the Association in its sole discretion deems appropriate.

Any drainage easement shown on the Subdivision Plat or created by separate instrument duly recorded in the Official Public Records of Real Property of Bell County, Texas, will also be designated as a Fence Easement, to the extent necessary to permit fences to connect with other fences while at all times accommodating drainage flow. In addition, the Association may use the Fence Easement to repair or replace any owner-neglected fence as the Association, in its sole discretion and in accordance with the Declaration, deems appropriate.

E. Front Fences.

Front Fences (between 2 houses, facing the street) are to be "in-line" between houses unless prevented by house plan or other limitations. Alternate placement for front fences must be approved by the ARC prior to installation. Front fences must present a uniform appearance.

F. Fence Maintenance.

Fences must be adequately maintained, functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced, including but not limited to

discoloration, fading, or chipping of the fence and/or coating. The expense for repair or replacement of divider fences is to be shared equally by the respective Lot Owners, to the extent they share fencing on a common property line. Lot Owners, unable to agree on fence repair or replacement, may construct a separate new fence, adjacent to the damaged or deteriorated fence.

All wood privacy fences must be stained immediately upon installation of the fence. Fence stain shall be cedar in color, equal to or comparable with Flood brand "CWF-UV Oil", PPG brand "Sun-Proof Solid Stain," or alternate as authorized by the ARC.

G. Dog Run.

Any Dog Run must be constructed so that it is not visible from the street or Common Area.

DRIVEWAYS, PARKING PADS AND SIDEWALKS

Construction materials for driveways in, parking pads and sidewalks in will be of concrete constructed with 3/8" rebar and not wire. Driveways may not be surfaced with dirt, gravel, shell, or crushed rock. The Lot Owner will be responsible for all maintenance of any driveway, parking pads or sidewalks constructed upon its respective Lot.

TREES, LANDSCAPING AND YARDS

Planting of trees, grass and landscaping must be completed immediately after final grading. Yards and landscaping must be watered, mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. All native areas in the front yard must be approved by ARC.

Removal of trees of more than two inches (2") in diameter or more than six feet (6') in height is prohibited without the permission of the Declarant or the ARC, excepting those trees located within the footprint of the Residence, garage, walks, drives, and patios, and on an adjacent two-foot (2') perimeter to the footprint.

Each front yard of a Lot must have a minimum of two (2) hardwood trees of at least a diameter of three inches (3") and height greater than six feet (6'). Any required tree plantings necessary to achieve the foregoing requirement must be completed within thirty (30) days of the completion of the Residence but in any event prior to Owner's occupancy of the Residence, unless Owner has received an extension from the ARC.

Any retaining walls constructed as a part of the Lot's landscaping must be constructed of masonry materials approved by the ARC. Engineered plans compliant with all applicable codes and sealed by a registered professional engineer must be submitted for retaining walls exceeding two feet (2') in height. Railroad ties may not be used in any retaining wall or other form of landscaping.

All front and side yards of each Lot must have an underground irrigation or water-sprinkling system for the purpose of providing sufficient water to preserve and maintain landscaping of the Lot in a healthy ad attractive condition. Each Owner will be responsible for the maintenance, repair, and replacement of said Owner's irrigation or water sprinkling system.

Initial installation of the irrigation or water sprinkling system must be completed by the Builder Member or Owner within thirty (30) days of the completion of the Residence but in any event prior to the Owner's occupancy of the Residence, unless the Owner has received an extension from the ARC.

No above-ground swimming pools are permitted.

LANDSCAPING MAINTENANCE

The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner is required to mow the Lot at regular intervals and to maintain its Lot in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each Lot.

If Owner fails to maintain its respective Lot, Declarant or the Association may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

OBSTRUCTIVE LANDSCAPING AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation will apply on any Lot within ten feet (10') from the intersection of a street with the edge of a driveway or alley pavement. No trees will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

ATHLETIC & PLAY FACILITIES

Basketball goals, swings, slides, trampolines, playhouses, sandboxes or any other athletic or play equipment (permanent or temporary) may not be attached to the front or side of a Living Unit, or located in any part of the front section of a Lot, any part of the side section of corner Lots, or driveway without prior written consent of the ARC. Athletic and/or play equipment may not be placed in the public street at any time. Athletic and/or play equipment placed on or beyond the property line (refer to Lot's plot plan for specific setback requirements), on the curb, or in any public street may be removed by Declarant and/or the Association without written warning at the Lot Owners expense. Playscapes, basketball goals, tree houses, and trampolines that are visible from the street or neighboring Lot must be approved by the ARC.

ANIMALS & PETS

A. Type Pets.

No animals, livestock, poultry or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs or other generally recognized household pets (collectively "Pets"). No Pet may be bred, kept, or maintained for any commercial purpose.

B. Maximum Number of Pets Permitted.

No more than four (4) Pets may be kept on a Lot (in any combination, but in no event will the combination include more than two (2) dogs and two (2) cats).

C. Adherence to Local and State Laws and Ordinances.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date vaccination.

D. Pet Confinement.

All Pets must be kept indoors, in a fenced area (fenced with materials as stated above or by an electronic animal control device) or, when walking the Pet, on a leash. It will be the responsibility of the owner of the Pet to prevent the animal(s) from running loose or becoming offensive or a nuisance to other Owners or occupants. For purposes of this Covenant, a Pet, or animal that creates a nuisance shall mean, but not be limited to, one that:

1. molests passerby or passing vehicles;
2. attacks other animals or persons without provocation;
3. is unlicensed or is not vaccinated as required by the Restrictive Covenants;
4. is repeatedly at large;
5. turns over garbage cans;
6. barks, whines, or howls in an excessive, loud, continuous, or untimely fashion, so as to unreasonably disturb persons; or
7. whose owner fails to appropriately dispose of its feces, including from the Pet owner's Lot when odor becomes offensive to others.

E. Pet Restrictions in Common Area

No Pet will be permitted in the Common Area except on a leash, regardless of the animal's nature or training.

F. Pet Owner Responsible to Clean Up.

It is the responsibility of the owner of a Pet to clean up after their Pet when in the Common Area or on the private property of others.

G. Failure to Adhere to Restrictive Covenants.

The Declarant, ARC, or the Association, may notify the offending Owner, in writing, of any offensive activity or other violation of this Covenant and the steps required by such Owner to correct the violation. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal from the Lot (and Subdivision) upon written request made by the Declarant, ARC, or the Association, the offending Owner will be in violation of the Covenants and subject to:

1. any Fine imposed by the Association in accordance with the Declaration: and/or
2. the Pet or animal being reported to animal control and, if necessary, removed from the Lot, in which case, the offending Owner will be obligated to reimburse Declarant and/or the Association for the cost of such removal and/or legal action.

H. Exotic or Dangerous Animals.

An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guest, invitees, or tenants, and includes:

1. Dog breeds of Pit Bull, Rottweiler, Mastiff, and Doberman Pincher regardless of whether the animal is purebred, or mixed breed, or registered with the AKC or similar registration organizations;
2. poisonous insects, amphibians, or reptiles;
3. boa constrictors and other constrictor reptiles;
4. swine;
5. animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils; and
6. alligators and crocodiles.

Additional breeds of animals may be added to the definition of Exotic or Dangerous Animals from time to time, as determined necessary by the Association Board Members, at their sole discretion, and the Rules and Regulations will be amended to include such breed of animals.

BUILDING SET-BACK MINIMUM

No Living Unit, Accessory Building or other approved improvements may be located on any Lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat. The ARC may establish additional setback lines as necessary. All structures (other than sidewalks and driveways) must be located behind the front wall of the Residence. In no event may any Residence or structure (other than sidewalks and driveways) be located within ten feet (10') of a side lot line or within fifteen feet (15') of a rear lot line.

FUTURE REMODELING OR ADDITIONS

All covenants and conditions of the Restrictive Covenants and the Declaration will apply to the remodeling of and additions to a Living Unit, Accessory Building, and other approved improvements, and, in case of total or partial destruction of any such existing structure, to the rebuilding or replacement of any such existing structure. It will be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such Living Unit, Accessory Building or other approved improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty unless prevented by causes beyond the control of the Owner. The ARC will approve all plans and specifications for repair or reconstruction in accordance with the provisions of the Declaration.

MAINTENANCE & REPAIR

Owner will be solely responsible for exterior maintenance upon each Lot, Accessory Building, outbuilding, fence, swimming pool, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual Owner. Each Owner will, at his sole cost and expense, repair his Living Unit and appurtenant improvements, keeping the same

in a condition comparable to the condition of such Living Unit or appurtenant improvement at the time of its initial construction, excepting only normal wear and tear.

NUISANCES

No noxious or offensive activity will be carried out upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect any Living Units, Accessory Buildings, improvements or property of the other Owners.

RESPONSIBILITY TO THE ENVIRONMENT

Each Lot Owner hereby acknowledges the responsibility to remain environmentally sensitive in land use and development due to property location within the Clear Water Underwater Conservation District and/or any other watershed.

RESTRICTED VEHICLE.

No vehicle with tonnage in excess of three-quarter (3/4) ton (except for those vehicles used by a Builder Member during construction of the improvements), camper, camper shell, trailer, mobile home, motor home, boat, marine craft, hovercraft, aircraft, recreational vehicle, travel trailer, or wrecked, junked, or inoperable vehicles (individually a "Restricted Vehicle" and collectively "Restricted Vehicles") will be kept, parked, stored, or maintained on any portion of a Lot, Common Area, or street within the Subdivision. The ARC will have the absolute authority to determine whether a Restricted Vehicle is being stored or maintained on any Lot, Common Area, or street within the Subdivision. Upon an adverse determination by the ARC, the Restricted Vehicle will be removed and the Lot will be brought into compliance with the Restrictive Covenants. A Restricted Vehicle may be allowed behind a fenced area and screened from view, but only with ARC approval.

If an Owner fails to adhere to these Restrictive Covenants, Declarant and/or the Association may, at its option and in its sole discretion, have the Restricted Vehicle removed from the Lot. The offending Owner will be obligated to reimburse Declarant and/or the Association for the cost of removal.

PARKING

All overnight parking (including extended periods during the day) of motor vehicles must be in driveways or garages.

Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

HAZARDOUS CARGO

No vehicle, of any size, which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.

AIR CONDITIONING EQUIPMENT

No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit.

EXTERIOR LIGHTING

All exterior lighting and lighting fixtures, of any type or nature, must be approved by the ARC prior to construction and installation. The Board may restrict the size and placement of any lighting fixture.

Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on Living Units and Lots only but cannot be placed on the Living Units or Lots prior to the sixty (60) days preceding the holiday and must be removed no later than thirty (30) days after the holiday. 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.

SIGNS & POSTERS

No sign or poster of any kind greater than two (2) square feet will be allowed on any Lot of said subdivision; however, this provision does not prohibit the display of a political sign for a candidate or ballot item on a Lot provided such political sign is ground-mounted; is no greater than four (4) square feet in area; is not, in the sole discretion of the Declarant or 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. One (1) sign of no more than four (4) square feet in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.

OIL OR MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted, upon or in any Lot or Common Area, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designated for use in boring for oil or natural gas will be erected, maintained or permitted on any Lot or Common Area. No tank for the storage of oil or other fluids may be maintained on any of the Lots or Common Area above the surface of the ground.

MAILBOXES

A. Mailbox Structure.

If allowed by the United States Postal Service, each Lot shall be required to have a mailbox structure constructed of masonry identical to the masonry used on the Residence and must meet United States Postal requirements and be no taller than five feet (5') tall and not to exceed a two-foot (2') square.

B. Cluster Mailboxes.

If required by the United States Postal Service, individual curbside mailboxes will be replaced by multiple cluster mailboxes that may be located on any Lot designated by Declarant in Accordance with the United States Postal Service requirements.

GARBAGE/RUBBISH

No Lot or the Common Area will be used or maintained as a dumping ground for rubbish. Garbage, trash or rubbish, and other waste materials must be kept only in sanitary containers as specified by city ordinance. Such sanitary containers may be placed in the street for pick up no earlier than 12 hours from the time of collection and must be returned to its place of storage within 12 hours of collection.

No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, Common Area, park, street, right-of-way, or drainage area in the Subdivision.

No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.

UNSIGHTLY CONDITIONS

Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.

UTILITY AND DRAINAGE EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of water drainage in the easements. The easement area of each Lot and all improvements in such easement area will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Owner of the Lot upon which a utility easement is located may use it for lawn purposes. Fencing in this easement area will be permitted, provided it does not alter or obstruct surface drainage.

WASTE WATER TREATMENT SYSTEMS

All individual sewage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the permitting municipality (if any), and the Bell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work.

MISCELLANEOUS CONSTRUCTION AND MAINTENANCE STANDARDS

The following miscellaneous construction and maintenance standards are in addition to any Builder's Guidelines or other requirements imposed by the ARC:

1. All Residences and Accessory Buildings must be aesthetically compatible with the Subdivision, as determined by the ARC.
2. Only continuous shingle covered ridge vents will be allowed. Any other venting must be concealed from any street elevations of the Residence.
3. Rain gutters are optional on each residence. Gutter colors should be coordinated with the trim color of the Residence.
4. Chimney caps are required. All roof penetrations must be located in the rear of the home where possible or at the least visible section of roof mass. Fireplace chimneys must be constructed of brick, stone or stucco to match the residence or constructed with fiber-cement siding (and trims) and painted to match the exterior paint of the Residence.
5. Skylights shall not be located on any elevation of the home which faces a street. Only flat skylights shall be allowed elsewhere. There shall be no solar collectors on any home, unless prior approval of the ARC is obtained. Skylights and any proposed solar collectors must be shown on plans when submitted or (if after construction) on a drawing submitted to the ARC.

6. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Interior window coverings shall be lined in a neutral color so as not to detract from the exterior of the Residence or Accessory Building, as the case may be.

7. Once construction of a house (or any addition thereto) or outside structure has commenced. it must be completed within twelve (12) months. If such improvements are not completed within the time period specified in this section, then the lot owner shall remove the foundation from the lot and restore the lot to a clean and attractive appearance (unless otherwise approved by the ARC).

8. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ARC.

9. For exterior walls, cavity fibrous or cellulose insulation shall be installed at a minimum level of R-15 or spray foam at minimum depth of 3.5".

10. Foundations shall be designed by a professional engineer with post stress system for each home. The ARC's approval of construction plans for a home is limited only to appearance and not structural design or engineering for which the ARC takes no responsibility and shall have no liability. If any more than fifteen inches (15") of slab shows above ground level the excess amount must be covered by a brick ledge.

11. No tree houses may be constructed in any tree on any Lot.

12. Each Lot (or dwelling site) is limited to one flagpole and one flag. Flagpoles may be attached to a dwelling or freestanding and must be constructed of permanent, long-lasting materials harmonious with the dwelling. Ground mounted poles may not exceed 20' in height and flags may not exceed 3' x 5'. Permitted flags include the flag of the United States of America, the flag of the State of Texas, and an official or replica flag of any branch of the United States armed forces, or any flag with prior approval of the ARC. External flag halyards must be secured so as not to produce noise offensive to nearby lots. Lights to illuminate flags must not develop excessive glare to nearby streets or lots. The location of flagpoles must be approved prior to installation by the ARC.

RESTRICTIVE COVENANTS TERM

The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the Subdivision, the individual Lots, and every part thereof, and every re-subdivision thereof, until 20 years from the date of these Restrictive Covenants, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument approved and signed by at least 67% of the then land owners of the Subdivision, with 1 vote being allotted to each Lot, modify or change the Restrictive Covenants in whole or in part.

RESTRICTIVE COVENANTS INVALIDATED

Invalidations of any one or more of the Restrictive Covenants by judgment or court order, will in no way affect any of the other provisions hereof, which will remain and continue in full force and effect.

ENFORCEMENT OF RESTRICTIVE COVENANTS

Enforcement of the Restrictive Covenants will be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Restrictive Covenants, either to

restrain violation or to recover damages. Should it become necessary for the Declarant or an Owner of a Lot to retain the services of any attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.

ZONING ORDINANCES

The Restrictive Covenants are, in all respects, subject to any applicable zoning regulations lawfully in force.

ALTERING RESTRICTIONS

During the Development Period, Declarant, at Declarant's discretion, may alter the Restrictive Covenants, without the joinder of any other Lot Owner. Thereafter, the Restrictive Covenants may be altered or abandoned at any future date by a 67% affirmative vote of the Lot Owners within the Subdivision, in accordance with the Declaration.

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, Common Area, or easement; or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, to the extent that the ARC has the authority to waive such encroachment into an easement, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form.

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 five (5) calendar days and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).

ANTENNAS AND SATELLITE DISHES

Radio, television or other receiving or transmitting antenna, satellite dish, or apparatus ('receiving device') installations are not permitted to be highly visible from a street unless it is not practical to be located in a less visible location. In the event a street visible installation location is approved, screening may be required. Installation of all such devices must receive approval prior to installation from the ARC.

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EXECUTED to be effective on January 27, 2023.

PIOTA DEVELOPMENT, LLC,
A Texas Limited Liability Company, Declarant

By: _____
Richard Steve Young, President

ACKNOWLEDGMENT

State of Texas
County of Bell

This instrument was acknowledged before me on February 14th, 2023, by Richard Steve Young in his capacity as President of PIOTA DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

PHYLLIS B. MURPHREE
Commission # 128380615
My Commission Expires
September 7, 2026

EXECUTED by the undersigned to RATIFY and CONFIRM that the undersigned (a) is the owner of Lots in the Subdivision; (b) has executed this Declaration as the act of such undersigned owner of Lots in the Subdivision; and (c) ratifies, confirms, accepts and approves, this Declaration for the Subdivision.

PIOTA DEVELOPMENT, LLC,
A Texas Limited Liability Company

By: _____
Richard Steve Young, President

ACKNOWLEDGMENT

State of Texas
County of Bell

This instrument was acknowledged before me on February 14th, 2023, by Richard Steve Young in his capacity as President of PIOTA DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

PHYLLIS B. MURPHREE
Commission # 128380615
My Commission Expires
September 7, 2026

PREPARED IN THE LAW OFFICE OF:
Baird, Crews, Schiller & Whitaker, P.C.
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