DOC #2023010659
Pages 4

AFTER RECORDING RETURN TO:
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
15 North Main Street
Temple, Texas 76501

FIRST AMENDMENT OF RESTRICTIVE COVENANTS FOR THE SETTLEMENT ON STAGECOACH
A SUBDIVISION IN THE CITY OF KILLEEN, BELL COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF BELL §

PIOTA DEVELOPMENT, LLC, a Texas limited liability company ("Declarant") is the owner 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 created that certain Declaration of Restrictive Covenants that affect the Subdivision recorded as Document Number 2023006536, in the Official Public Records of Bell County, Texas (the "Original Restrictive Covenants").

The Original Restrictive Covenants are intended to affect the Subdivision and the lots and land that compose the Subdivision, regardless of whether a Subdivision or Subdivision Plat is recited in the Original Restrictive Covenants.

Article XLII., Altering Restrictions, of the Original Restrictive Covenants authorizes the Declarant to alter the Original Restrictive Covenants without joinder of any Lot Owner during the Development Period. Additionally, Declarant is currently the owner of all of the Lots within the Subdivision.

This 'First Amendment of the Restrictive Covenants for the Settlement on Stagecoach, a Subdivision in the City of Killeen, Bell County, Texas' (the "First Amendment") amends and supplements the Original Restrictive Covenants as follows, to-wit:

1. Article XII., Roofing Materials and Design, is deleted, in its entirety, and replaced with the following language:

"ARTICLE XII. ROOFING MATERIALS AND DESIGN

> To ensure 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. 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."

2. The second paragraph of Article X., Living Area, is deleted, in its entirety, and replaced with the following language:

"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 2,400.00 square feet, except as may be authorized by the ARC."

3. Paragraph 10 of Article XXXVII., Miscellaneous Construction and Maintenance Standards, is deleted in its entirety.

4. This First Amendment is executed and accepted by Declarant, for the following purposes:

A. To replace, amend, and modify the covenants, conditions, and restrictions of the Original Restrictive Covenants as set out above and

B. To confirm that this First Amendment does not affect any of the remaining covenants, conditions, and restrictions set forth in the Original Restrictive Covenants, and that such remaining covenants, conditions, and restrictions will remain and continue in full force and effect.

5. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and respective heirs, successor, and assigns.

This First Amendment is EFFECTIVE as of the date of the recording of the Original Restrictive Covenants. In the event of any conflict in the terms and provisions of the Original Restrictive Covenants and of this First Amendment, the Original Restrictive Covenants, as revised by this First Amendment, will control.

[signature page to follow]

Dated MARCH 14, 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 March 14, 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.

JULIE L. MORAN
Notary Public
STATE OF TEXAS
Notary I.D. #12208862
My Comm. Exp. Aug. 8, 2023

_____
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
Attn: Taylor Fitzner
15 North Main Street
Temple, Texas 76501
www.bcswlaw.com

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2023010659
As
RESTRICTIONS

Recorded On: March 15, 2023
Parties: PIOTA DEVELOPMENT LLC
To SETTLEMENT OF STAGECOACH
Comment:

Billable Pages: 3
Number of Pages: 4

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$13.00
	Total Fees:	$19.00

************ 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: 2023010659
Receipt Number: 334428
Recorded Date/Time: 03/15/2023 8:12:41 AM
User / Station: fosterk - BCCCD0639

Record and Return To:

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

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